

MEMBER AGREEMENT

The terms of this Member Agreement (the “**Agreement**”) contain the agreement between the end-creator (“**you**” or “**Member**”) and the Company (see details below) which govern your right to use the website applications, BRYC platform and other offerings from us (collectively the “**Platform**”).

Please read this Agreement carefully as well as other terms that may apply as indicated below.

You form a contract that takes effect with the Company when you confirm that you accept this Agreement by selecting the relevant checkbox or when you otherwise access or upload any Content (defined below) to the Platform. If you do not agree to comply with the terms of this Agreement, please do not click the checkbox or use the Platform.

1. WHO YOU ARE CONTRACTING WITH

The company you are contracting with is:

BRYC Ltd, a company registered in England and Wales, with company number 16439604 having its registered office address at Door C, 9 Dashwood Road, London, England, N8 9AD (referred to as the “**Company**” or “**us**”).

The Company is an independent creative studio that works with its clients (the “**Client**”) to provide authentic, short-form video content for social media and other platforms to promote certain songs and generate online trends.

2. WHO THESE TERMS APPLY TO

This Agreement apply to anyone who accesses or uses the Platform, and/or any person who uploads or posts information, pictures, videos, text, data, or other content (together, “**Content**”) to the Platform.

Our Platform is directed to people residing in the United Kingdom. We do not represent our Platform is appropriate for use or available in other locations.

As our Platform are strictly for Members over the age of 18, we do not permit and actively discourage the use of our Platform by people under that age. If we have actual knowledge that you are under the age of 18, we reserve the right to cease providing any of these services and the Platform to you and delete your account and your data.

3. WHAT SERVICES ARE COVERED BY THESE TERMS

This Agreement covers the use of the Platform by Members who provide the Company with short-form user-generated content videos from the Member, in accordance with any instructions we may provide to you, to allow the Company to provide certain services to its Clients.

If agreed with you, the Company may provide detailed specifications, instructions, guidelines or creative direction to the Member for the Content as part of the Paid Services (as defined below) or otherwise. The Brief includes, but is not limited to, the song to be promoted, specific trends to be included, the desired aesthetic or tone, the target audience, and any other requirements or constraints necessary to align the content for the Company's objectives for its clients.

4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

This Agreement refers to the following additional terms, which also apply to your use of our Platform:

- Information on how we use data that we collect about you can be found in our [Privacy Notice](#). These do not form part of this Agreement but are important documents which we strongly recommend that you read.
- Information about the terms that apply to your entrance into any of our Competitions can be found in the relevant Competition terms made available to you on or before you apply.
- Other terms as are made available to you from time to time.

5. YOUR COMMITMENTS

You confirm that:

- you are at least 18 years old;
- you are interacting with us and our Platform as a consumer and not a business, company or organisation;
- we have not have previously disabled or deleted your account for violation of law or any of our; and
- you will co-operate reasonably with the Company in all matters relating to any Paid Services (see **9 PAID SERVICES**) and comply with the Company's reasonable instructions.

WHAT YOU CANNOT DO ON OUR PLATFORM

Please don't do any of the following while using our Platform:

- do anything illegal (this includes posting illegal Content);
- harm the Platform by uploading viruses, malware, or anything else designed to damage or interfere with how it works;
- try to hack or access parts of the Platform, servers, or databases that you are not authorised to do;
- undermine the Platform's operations or security;
- try to take apart our software or figure out how it works behind the scenes (no reverse engineering or digging into our source code);
- use bots or automated tools to scrape or copy our content, data, or services—especially not to train or build AI models including any kind of software like robots, spiders, scrapers, or anything similar used to collect or copy information from our Platform;
- run automated analysis tools to mine our content for patterns or trends, especially for AI or machine learning purposes;
- extract any data or content from the Platform using any automated system or software that is not provided by us or approved in writing by us; or
- use or attempt to use another user's account without authorisation.

Please do not upload any Content to the Platform which:

- infringes anyone else's rights (such as intellectual property, privacy and/or personality rights of living or deceased people);
- constitutes, encourages or provides instructions for a criminal offence, or dangerous activities that may lead to serious injury or death or self-harm;
- spreads harmful misinformation such as misinformation that incites hate or prejudice or that misleads about or improperly influences elections or other civic processes;
- contains a threat of any kind or which intimidates or harasses others, including posting any material that is intended to mock, humiliate, embarrass, intimidate, or hurt an individual;
- is obscene, pornographic or which promotes sexually explicit material (e.g. by linking to adult or pornographic websites);
- is hateful or inflammatory;
- contains or promotes violence or discrimination based on race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender identity, serious disease, disability, immigration status or age; or
- otherwise contains harmful content (such as content that causes physical, mental or moral detriment to minors).

In the event that you do any of the prohibited actions set out above, your right to use our Platform will stop immediately.

6. YOUR CONTENT

As a Member, whenever you upload Content to the Platform or use other features of the Platform, you must comply with the terms of this Agreement including the prohibitions set out below in this section and in 5. WHAT YOU CANNOT DO ON OUR PLATFORM.

We review the Content proactively (through systems we have in place which detect illegal and harmful content). To do this we deploy a combination of technology and human moderators.

We may reject or remove any of your Content if we reasonably believe it is in breach of this Agreement or it causes harm to us, our Clients, other users or other third parties.

If we reject or remove your Content:

- we will notify you within a reasonable time period and explain the reasons for our decision, unless it is not appropriate for us to do so (for example, we are legally prevented from doing so); and
- we may pause or withhold payment of any Fees due to you or request repayment of any fees we have already paid to you (see **9 PAID SERVICES**).

If you think we have made a mistake in removing your Content or if you wish to remove your Content from the Platform, you can contact us at contact@bryc.co.

You are responsible for the Content that you make available on the Platform and agree to:

- ensure that all Content is original, not copied and not re-uploaded from any social media platforms or third party platforms especially where that platform's watermark or logo appear on the Content;
- ensure that no children appear in the Content;
- obtain all the rights needed to create, use and upload Content to the Platform including consents, permissions, and/or release forms from any individuals appearing in the Content (the "**Participants**") and to keep records of these; and
- ensure the creation, use and distribution of the Content do not infringe upon any rights (including privacy rights, publicity rights, and intellectual property rights) of the Participants or any other third parties.

In the event that a Participant or third party complains or raises any claim about their or another person's appearance or involvement in any Content, or the use of their property or intellectual property, the responsibility for resolving such complaints or claims shall rest solely with the Member and not the Company.

You agree to take full responsibility and compensate the Company from and against all liabilities, costs, expenses, damages and losses that the Company may suffer or incur as a result of any claim or action brought against the Company related to the appearance or involvement of any of the Participants in the Content.

If you are uncertain about whether you have obtained the necessary permissions or consents for your Content, you must not create, use or distribute the Content until such permissions or consents are obtained and evidenced.

Where we have agreed for you to upload the Content to any social media platforms, you shall, at all times comply with all applicable guidelines, policies and rules imposed by the relevant social media platform used for the distribution of the Content, including but not limited any community standards, user terms and conditions, advertising policies, copyright policies and any other terms of service.

Competitions

Sometimes, we may run competitions directly ourselves or via a third party ("**Competition**"). When this happens, we retain the right to use and distribute any Content that you have submitted to us via the Platform or otherwise as part of the Competition even if you are not selected as a winner or are not paid any Fees as part of the prize. Please see the terms and conditions of the relevant Competition for more information.

Please note that responsibility for the Competition lies solely with the Company or any third parties it is using. The Competition is not in association with or endorsed by any artists, record labels, or artist management that may be referred to in the terms and conditions associated with the Competition.

7. OWNERSHIP OF CONTENT AND LICENCE GRANT

It is important that you understand what happens to the Content that you upload to the Platform:

We can claim ownership of your Content but you are free to share your Content with anyone else, wherever you choose. However, we need certain legal permissions from you (known as a "licence") to provide the Service.

By uploading or making any Content available on the Platform, you grant to the Company a:

- non-exclusive (which means that you can licence your content to others),
- royalty-free (which means that we don't pay you for this licence),
- transferable (which means that we can give the rights you give us to someone else),
- sub-licensable (which means that we can licence your content to others, e.g. to service providers that help us to provide the Platform or to trusted third parties that have entered into agreements with us to operate, develop and provide the Platform) and
- worldwide (which means that the licence applies anywhere in the world)

licence that allows us to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your Content. This licence will end when your Content is deleted from our systems.

Your licence to us ends when you close your account or when you or we remove your Content from the Platform in accordance with the terms of this Agreement. However, due to the nature of the Platform, our contractual obligations to our Clients and our legal obligations, the licence you have granted will continue after you have removed your Content to the extent that:

- the Content has already been shared for use by a Client; or
- we are obliged to store or process your Content for legal reasons.

If you are under representation (e.g. by management or an agency) or part of any performer trade union e.g. (Equity or SAG-AFTRA), you agree that the Content you submit to us or to the Platform is outside of these parameters and you may not at a later date attempt to assert additional rights connected with them over the Content.

We are the owner or the licensee of all intellectual property rights in our Platform as well as the layout, content, text, images and typography included in our Platform which excludes Content you upload. Our content is protected by copyright laws and treaties around the world. All such rights are reserved.

8. OUR COMMITMENTS

We shall:

- promptly provide you with all information, assistance, materials and resources that you may reasonably need from time to time in connection with the supply of the Paid Services and deliver your commitments (see **5 YOUR COMMITMENTS**);
- ensure that all information it provides to you is accurate, adequate and complete; and
- pay all undisputed Fees in consideration of the Paid Services under the terms of this Agreement.

We reserve the right to charge certain parts or all of the Platform.

We do not guarantee that our Platform or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for technical, maintenance, business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

9. PAID SERVICES

We will sometimes agree to pay you for your Content you provide, as may be detailed in a Brief ("**Paid Services**"). Where this has been agreed in advance, in exchange for you uploading or sharing certain Content via the Platform and/or to social media or other third party platforms, we will pay a pre-agreed amount to you ("**Fees**").

When you upload Content as part of your entrance to a Competition, we may store your Content in our Platform or otherwise, but you will only be paid any Fees as a prize if you are a winner in accordance with the terms and conditions for that Competition made available to you in advance.

Once your Content has been approved by us or we have confirmed that you have won a competition, we will contact you via email requesting your bank details via a data entry form. Then the payment will be made by us to you. After payment, we will provide you with a payslip confirming payment has been made.

You are responsible for completing and submitting your payment details correctly and according to the instructions provided in our email, and you must include all necessary details as requested by us in order for the Fees to be paid. **For the avoidance of doubt, you will be paid when we have been paid by our Client. Where no such payment has been received by us from the Client, no payment shall be due to you.**

All payments will be made in GBP (£) by bank transfer to the Member's bank account detailed in the invoice template link.

In the event of a disagreement or dispute concerning the amount of a payment due to you, we both agree to use good faith efforts to find an amicable solution.

10. SUSPENDING OR ENDING OUR RELATIONSHIP

You may end your relationship with the Company at any time by simply requesting for your account we have for you to be closed or stopping your use of the Platform.

We may end your relationship with you at any time if you breach any of the most important terms of this Agreement such as **5 YOUR COMMITMENTS** or **6 YOUR CONTENT**.

11. CHANGES TO THE AGREEMENT OR THE PLATFORM

We may update and change our Platform or services and features or functionality may be added or removed without notice to you.

We may need to make changes to this Agreement or our policies so that they accurately reflect our Platform, services and policies. If we do, we will consider your reasonable interests before doing so. We will also give you reasonable advance notice, in a transparent manner, of significant changes which will impact you and the date that they will come into force. Then, if you continue to use the Platform or services, you will be bound by the updated Agreement. If you do not agree to any updated Agreement, or wish to terminate your agreement to this contract, you will have to stop using the Platform.

12. CONFIDENTIALITY

You acknowledge that, during the term of this Agreement, you may have access to information that is confidential or commercially sensitive to the Company or its Clients and so you agree to keep such information confidential and not share it to any third party.

This restriction does not apply to any information that:

- you can show was known to you before the Company shared it;
- is already in, or comes into, the public domain otherwise than through your unauthorised disclosure;
- is required to be disclosed by law, rules, a regulatory authority, a court order or other legal process, provided that you promptly inform the Company about the disclosure and reasonably co-operate with the Company in protecting the confidential information; or
- is approved for release by written agreement of the Company.

13. RESOLVING DISPUTES

This Agreement governed by the law of the jurisdiction in which you are a resident.

If we have a dispute, we will first try and resolve it with you amicably.

If we cannot resolve our dispute, you or we can go to your local courts. You can also go to the courts of England and Wales which will have non-exclusive jurisdiction over disputes.

14. OTHER

We may transfer this Agreement to someone else

We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

Contact us

You can contact us at contact@bryc.co