

Terms of Use of Marketing Pact

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1. Definitions

In these Terms of Use, unless the context requires otherwise, the following terms shall have the meanings set out below.

“Website”

The website operated by Marketing Pact and accessible through its domain name and any subdomains, including all associated pages, functionalities and content.

“Agency”

Marketing Pact, a company incorporated and existing under Belgian law, with registered office in Belgium and registered with the Crossroads Bank of Enterprises, providing end-to-end influencer marketing campaign management services including strategy, production, execution and optimisation, as well as B2B brand partnership services.

“User”

Any natural or legal person accessing or using the Website.

“Client”

Any natural or legal person acting in a professional capacity who enters into an Agreement with the Agency for the provision of Services including but not limited to brands, companies, advertisers and commercial entities.

“Services”

Comprehensive end-to-end influencer marketing services provided by or through the Agency, including but not limited to the planning, coordination, execution and optimisation of campaigns through activities such as:

- influencer and creator strategy development
- campaign concept creation and structuring
- influencer and creator sourcing, selection and coordination
- negotiation and contracting of Influencers or Creators where applicable
- content briefing, supervision and coordination
- campaign execution and management
- paid amplification and distribution coordination
- performance monitoring, reporting and optimisation
- B2B brand partnership facilitation and coordination where relevant

The activities listed above are indicative only and do not limit the scope of services that may be provided by the Agency.

“Agreement”

Any written or electronic agreement between the Agency and one or more Clients or Partner Brands relating to the provision of Services including but not limited to quotations, proposals, signed contracts, purchase orders or written confirmations including email.

“Influencer or Creator”

Any natural or legal person acting in a professional or commercial capacity who creates, produces, publishes or distributes digital content on online platforms including but not limited to Instagram, TikTok, YouTube or Facebook whether acting as an influencer, content creator, UGC creator, streamer or digital media personality.

“Partner Brand”

Any commercial entity acting in a professional capacity that participates in or is involved in a brand partnership or strategic collaboration, whether commercial or non-commercial, coordinated or managed by the Agency.

“Campaign”

A complete influencer marketing project executed or managed by the Agency from strategy to delivery including all stages of planning, influencer selection, content execution, distribution and reporting whether involving one or multiple Influencers or Creators and one or multiple Partner Brands.

“Deliverables”

All outputs produced or delivered by the Agency in the context of a Campaign including but not limited to:

- campaign strategy and structure
- influencer lists and selections
- content concepts and briefs
- reports and performance analysis
- creative assets and coordination documents

“Third Party”

Any natural or legal person not directly employed by the Agency including but not limited to Influencers or Creators, Partner Brands, freelancers, subcontractors, service providers and digital platforms.

“Platform”

Any third-party digital or social media platform used in the execution of the Services including but not limited to Instagram, TikTok, YouTube, Facebook, LinkedIn and Google or any successor or equivalent platforms.

“Fees”

All amounts payable to the Agency under the Agreement including fixed fees, retainers, commissions, performance-based remuneration or other agreed compensation structures.

“Confidential Information”

Any information in any form disclosed by one party to another in connection with the Services that is not publicly available including but not limited to commercial, financial, strategic, operational, technical or client-related information.

“Force Majeure”

Any event beyond the reasonable control of a party that prevents or delays the performance of its obligations including but not limited to platform outages, governmental actions, war, strikes, pandemics, technical failures, algorithm changes or third-party disruptions.

“GDPR”

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

2. Purpose of the Website

2.1 General Purpose

The Website is operated by the Agency to provide information regarding its activities, services and commercial offerings in the fields of influencer marketing and B2B brand partnerships.

2.2 Service Information

The Website functions as an information and communication environment where Marketing Pact presents its activities, expertise and commercial offerings, including in particular:

Influencer marketing campaign services, including but not limited to:

- influencer and creator strategy development
- campaign concept creation and structuring
- influencer and creator sourcing, selection and coordination
- negotiation and contracting support
- content briefing and campaign supervision
- campaign execution and management
- paid amplification and distribution coordination
- performance monitoring, reporting and optimisation

B2B brand partnership services, including but not limited to:

- facilitation of strategic collaborations between companies, whether commercial or non-commercial
- business introductions and partnership matchmaking
- co-marketing and partnership coordination
- support in structuring collaborative opportunities between brands

This list is non-exhaustive.

2.3 Communication Function

The Website also functions as a communication and business development channel through which Users may use the Website to contact the Agency, request additional information or discuss potential projects and collaborations.

2.4 No Binding Offer

All information, case studies, references, campaign examples and service descriptions presented on the Website are provided for informational and promotional purposes only and do not constitute a binding offer unless expressly stated otherwise.

2.5 No Automatic Contractual Relationship

Use of the Website or submission of an inquiry does not in itself create a contractual relationship between a User and the Agency.

2.6 Changes to the Website

The Agency reserves the right to modify, expand, restrict or discontinue any aspect of the Website at any time without prior notice.

3. Industry Environment and User Responsibility

3.1 Industry and platform developments

The influencer marketing and digital platform ecosystem evolves rapidly. Information relating to social media platforms, campaign practices, performance indicators or partnership opportunities may become outdated due to changes in algorithms, policies, market conditions or third-party developments.

3.2 User responsibility

Users remain solely responsible for evaluating the suitability and accuracy of information obtained through the Website and for any decisions made on the basis of such information

4. Applicability and Binding Force

4.1 Acceptance of Terms

By accessing, browsing or otherwise using the Website, the User acknowledges that they have read, understood and agreed to be bound by these Terms of Use.

4.2 Binding nature

These Terms of Use apply to all Users of the Website, whether acting as a visitor, potential Client or in any other capacity.

4.3 Professional use requirement

The Website and the Services presented therein are intended primarily for users acting in a professional capacity. By using the Website, the User confirms that they are acting for purposes related to their trade, business or profession.

4.4 No reliance outside written agreements

Any information, statement, representation, description, indication or other content made available on or through the Website, whether express or implied, shall not be relied upon by users in any manner unless it has been expressly confirmed in a separate written agreement with the Agency or in another formal communication issued by the Agency.

4.5 Modification and continued use

Users are responsible for regularly reviewing the Terms of Use. The Agency may amend these Terms of Use at any time. Continued use of the Website after any such amendment constitutes acceptance of the updated Terms of Use.

5. Access and Availability of the Website

5.1 General access

The Website is freely accessible to Users via the internet. The Agency does not guarantee uninterrupted, continuous or error-free access to the Website.

5.2 Technical availability

The Agency uses reasonable efforts to ensure the proper functioning and availability of the Website. However, the Agency does not warrant that the Website will be free from errors, interruptions, bugs, viruses or other technical defects.

5.3 Suspension and restriction of access

The Agency reserves the right, at its sole discretion and without prior notice, to temporarily or permanently suspend, restrict or terminate access to all or part of the Website in particular for reasons of:

- maintenance, updates or technical improvements
- security concerns or suspected misuse
- compliance with applicable legal or regulatory obligations
- protection of the integrity of the Website or the Agency's systems

5.4 No guarantee of compatibility

The Agency does not guarantee that the Website will be compatible with all devices, browsers, operating systems or software configurations used by Users.

5.5 External dependencies

The operation and availability of the Website may depend on third-party services, including but not limited to hosting providers, internet service providers and other technical infrastructure providers. The Agency shall not be liable for any disruption, delay or failure caused by such third parties.

6. Use of the Website

6.1 Permitted use

The Website may only be used for lawful purposes and in accordance with these Terms of Use. Users may access and browse the Website for informational and professional purposes related to the Agency's services.

6.2 Prohibited use

Users are strictly prohibited from using the Website in any manner that:

- violates applicable laws or regulations
- infringes the rights of the Agency or any third party
- attempts to access, damage, disrupt or impair the Website or any related systems
- constitutes unauthorised access to data, systems or networks connected to the Website

6.3 Content restrictions

Users shall not copy, reproduce, modify, distribute, publish, transmit, reuse or otherwise exploit any content of the Website, in whole or in part, for commercial or non-commercial purposes without the prior written consent of the Agency, except where expressly permitted by mandatory law.

6.4 No automated access

The use of any automated system, software, process or tool, including but not limited to bots, crawlers, scrapers or data mining technologies, to access, extract, copy or collect data from the Website is strictly prohibited without the prior written authorisation of the Agency.

6.5 System integrity

Users shall not attempt to interfere with the proper functioning, security or integrity of the Website. This includes, without limitation, introducing viruses, malware, harmful code, conducting denial-of-service attacks, or overloading or bypassing technical security measures.

6.6 Enforcement

In the event of any breach of this Section, the Agency reserves the right, without prejudice to any other rights or remedies available under applicable law, to suspend or restrict access to the Website, block Users and/or initiate any legal or technical measures necessary to protect its interests.

7. Proper and Safe Use of the Website

7.1 General conduct

Users shall use the Website in a lawful, fair and professional manner, and in accordance with its intended purpose and these Terms of Use.

7.2 Accuracy of information

Users shall ensure that all information provided to the Agency via the Website, including through contact forms or collaboration requests, is accurate, complete and not misleading.

7.3 Prohibited conduct

Users shall not engage in any conduct that:

- is unlawful or in breach of applicable laws or regulations
- infringes the rights of the Agency or any third party, including intellectual property rights and privacy rights
- is fraudulent, deceptive or misleading
- disrupts, impairs or attempts to interfere with the proper functioning or security of the Website

7.4 Respect for third parties

Users shall not use the Website to transmit, publish or share any content that is unlawful, defamatory, discriminatory, offensive or otherwise infringes the rights of any third party.

7.5 Professional communications

Any communication submitted via the Website shall be made in a professional and appropriate manner. The Agency may elect not to respond to or process communications that are abusive, irrelevant or unrelated to its Services.

7.6 Protection of business relationships

Users acknowledge that the Website operates within a professional ecosystem involving the Agency, Clients, Influencers or Creators and Partner Brands. Users shall not use the Website, directly or indirectly, for the purpose of:

- unsolicited solicitation of other Users or third parties
- circumventing or attempting to circumvent the Agency in relation to Services, Campaigns or business introductions facilitated by the Agency
- engaging in any conduct that undermines the Agency's legitimate commercial interests

7.7 Enforcement measures

In the event of any breach of this Section, the Agency reserves the right, without prejudice to any other rights or remedies available under applicable law, to restrict or suspend access to the Website and to take any legal, technical or administrative measures it deems appropriate to protect its interests.

8. Intellectual Property Rights

8.1 Ownership of the Website

All intellectual property rights in and relating to the Website, including but not limited to its structure, design, software, source code, databases, texts, graphics, logos and all other elements, are and remain the exclusive property of the Agency or its licensors.

8.2 Limited licence to Users

Users are granted a limited, non-exclusive, non-transferable and revocable right to access and use the Website solely for lawful and professional purposes in accordance with these

Terms of Use. No intellectual property rights are transferred to Users under any circumstances.

8.3 Restrictions of use

Users shall not, without prior written consent of the Agency:

- copy, reproduce, modify, adapt, translate or create derivative works of any part of the Website
- distribute, publish, transmit, sell, sublicense or otherwise commercially exploit any content of the Website
- reverse engineer, decompile or attempt to extract source code or underlying technology

8.4 Third-party intellectual property

All intellectual property rights belonging to third parties, including Clients, Influencers or Creators, Partner Brands or any other third parties, remain the exclusive property of their respective owners. Nothing in these Terms of Use shall be interpreted as transferring any such rights.

8.5 Campaigns and B2B partnership Deliverables

Unless otherwise expressly agreed in a separate written Agreement, all Deliverables created, produced, coordinated or delivered by or through the Agency in the context of:

- influencer marketing campaigns, and/or
- B2B brand partnerships, including business introductions, matchmaking activities and strategic collaboration facilitation

shall remain the property of the Agency until full payment of all Fees due under the applicable Agreement has been received.

Upon full payment, the scope, duration, territory and nature of any usage rights in relation to such Deliverables shall be governed exclusively by the applicable Agreement.

8.6 Portfolio and promotional use

Unless expressly agreed otherwise in writing, the Agency is entitled to reference and use non-confidential Campaigns and B2B partnership activities, including related materials, case studies, outcomes and performance results, for portfolio, marketing and promotional purposes across all media channels, including the Website, social media and commercial presentations.

9. Use of Personal Data (GDPR)

9.1 Data controller

The Agency acts as data controller for the processing of personal data collected through the Website and in the context of the provision of its Services, in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation).

9.2 Purposes of processing

Personal data may be processed by the Agency for the following purposes:

- managing and responding to inquiries submitted via the Website
- managing business development and contact requests
- facilitating and managing influencer marketing campaigns
- facilitating and coordinating B2B brand partnerships and business collaborations
- managing relationships with Clients, Influencers or Creators and Partner Brands
- improving the Website and the Agency's Services
- complying with legal and regulatory obligations

9.3 Legal basis for processing

Personal data is processed on one or more of the following legal bases, depending on the context:

- performance of a contract or steps prior to entering into a contract
- legitimate interests pursued by the Agency, including business development, service delivery and ecosystem management
- compliance with legal obligations
- consent, where required under applicable law

9.4 Disclosure of personal data

Personal data may be disclosed only where necessary for the purposes set out above and in compliance with applicable law. This may include disclosure to:

- Clients, Influencers or Creators and Partner Brands
- subcontractors and service providers acting on behalf of the Agency
- technical, hosting or IT service providers
- professional advisers where required

9.5 Retention of personal data

Personal data is retained only for as long as necessary for the purposes for which it was collected, unless a longer retention period is required or permitted by applicable law.

9.6 Rights of data subjects

Data subjects have the following rights, subject to the conditions and limitations provided by applicable law:

- right of access
- right to rectification
- right to erasure
- right to restriction of processing
- right to object to processing
- right to data portability

9.7 Exercise of rights

Requests relating to the exercise of data protection rights may be addressed to the Agency via the contact details provided on the Website. The Agency will respond in accordance with applicable legal timeframes.

9.8 Right to lodge a complaint

Data subjects have the right to lodge a complaint with the competent supervisory authority. In Belgium, this is the Belgian Data Protection Authority.

10. Liability

10.1 General limitation of liability

To the fullest extent permitted by applicable law, the Agency shall not be liable for any indirect, incidental, consequential or punitive damages, including but not limited to loss of profit, loss of revenue, loss of business opportunities, loss of data, or reputational damage, arising out of or in connection with the use of the Website or the Services.

10.2 Website availability and technical issues

The Agency does not warrant that the Website will be continuously available, uninterrupted or error-free. The Agency shall not be liable for any downtime, technical malfunction, or interruption of access to the Website, including as a result of maintenance, updates or technical failures.

10.3 Third-party services and external factors

The Agency shall not be liable for any act, omission, failure or delay caused by third parties, including but not limited to Clients, Influencers or Creators, Partner Brands, subcontractors, service providers, or digital platforms.

This includes, without limitation, changes to platform algorithms, content reach, account restrictions, policy updates, moderation decisions or technical limitations imposed by third-party platforms.

10.4 No guarantee of results

The Agency does not guarantee any specific commercial, financial, marketing or performance outcomes from influencer marketing campaigns or B2B brand partnerships. All outcomes depend on external factors beyond the Agency's control.

10.5 User responsibility and reliance

Users remain solely responsible for their use of the Website and for any decisions taken based on information made available through the Website. The Agency shall not be liable for any reliance placed on general information, content or communications provided via the Website.

10.6 Limitation of liability (cap)

To the maximum extent permitted by applicable law, the total aggregate liability of the Agency for any and all claims arising out of or in connection with the use of the Website or the Services shall be strictly limited to the total amount of Fees actually paid by the relevant Client to the Agency under the applicable Agreement during the three (3) months preceding the event giving rise to the claim.

10.7 Mandatory legal exceptions

Nothing in these Terms shall exclude or limit liability to the extent such exclusion or limitation is not permitted under applicable law, including liability for wilful misconduct or gross negligence.

11. Force Majeure

11.1 Definition

Force Majeure means any event beyond the reasonable control of the Agency that prevents or significantly delays the performance of its obligations under these Terms or in connection with the Website or Services.

Such events include, without limitation:

- natural disasters such as fire, flood, storms or earthquakes
- war, civil unrest or governmental measures
- strikes, lockouts or other industrial disputes
- epidemics, pandemics or public health emergencies
- failures or interruptions of internet services, hosting providers or telecommunications networks
- failures, restrictions or outages of third-party platforms, including social media platforms
- changes to third-party platform algorithms, policies, reach systems or account availability
- failures or delays of subcontractors, service providers or external partners outside the Agency's reasonable control

11.2 Suspension of obligations

In the event of Force Majeure, the Agency's obligations shall be suspended for the duration of the Force Majeure event without any liability for non-performance or delay.

11.3 No liability

The Agency shall not be liable for any failure or delay in the performance of its obligations resulting directly or indirectly from a Force Majeure event.

11.4 Mitigation

The Agency shall make reasonable efforts to mitigate the effects of the Force Majeure event where reasonably possible.

11.5 Termination in prolonged Force Majeure

If a Force Majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected Agreement by written notice, without liability for damages, except for obligations accrued prior to the Force Majeure event.

12. Modification of the Terms

12.1 Right to modify

The Agency reserves the right to amend, update or replace these Terms of Use at any time, including to reflect changes in its Services, operational requirements, legal or regulatory obligations, or changes in market or platform conditions affecting its activities.

12.2 Immediate application in specific cases

Where required for compliance with applicable law, security reasons, prevention of abuse, or operational necessity, amendments to these Terms may take effect immediately upon publication.

12.3 Notification of material changes

In the case of material changes that have a significant impact on the rights or obligations of Users, the Agency will make reasonable efforts to inform Users in advance through the Website or other appropriate communication channels.

12.4 Acceptance of updated Terms

Continued use of the Website or Services after the effective date of the amended Terms constitutes acceptance of the updated Terms of Use.

12.5 Refusal of changes

If a User does not agree with the amended Terms, the User must cease using the Website and Services with immediate effect.

12.6 Prevailing version

In the event of discrepancies between language versions of these Terms, the version designated by the Agency as the authoritative version shall prevail.

13. Assignment and Subcontracting

13.1 Subcontracting

The Agency is entitled to engage third parties, subcontractors or service providers for the performance of all or part of the Services without prior consent of the User.

13.2 Assignment by the User

The User may not assign, transfer or otherwise dispose of its rights or obligations under these Terms without the prior written consent of the Agency.

13.3 Assignment by the Agency

The Agency may assign or transfer its rights and obligations under these Terms to an affiliated entity or any successor in the context of a merger, acquisition, restructuring or transfer of business activities, provided that such assignment does not materially reduce the level of service provided to the User.

14. Severability

If any provision of these Terms is held to be invalid, unlawful or unenforceable, such provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.

Where possible, the invalid provision shall be replaced by a valid provision that most closely reflects the original intent and economic purpose of the original provision.

15. Cookies

During a visit to the Website, cookies may be stored on your device to ensure the proper functioning of the Website, to improve its performance, and to enhance the user experience.

These cookies do not directly identify Users and are not used to track browsing activity across third-party websites.

Users may configure their browser settings to refuse cookies, to receive a notification when cookies are installed, or to delete cookies after installation. Further information is available in the help function of the browser used.

For more information, please refer to our Privacy and Cookie Policy available at www.marketingpact.com/privacy-policy

16. Governing Law and Jurisdiction

16.1 Governing law

These Terms are governed exclusively by Belgian law, without regard to its conflict of law rules.

16.2 Jurisdiction

Any dispute arising out of or in connection with these Terms shall fall under the exclusive jurisdiction of the courts of Antwerp, Belgium.

17. Contact

For any questions or additional information regarding these Terms, Users may contact Marketing Pact via the contact details provided on the Website.

Formal notices or legal communications shall be sent to the registered office of Marketing Pact.

Marketing Pact may also communicate with Users via the Website or the following email address: contact@marketingpact.com