

# TERMS OF SERVICE FOR WEBCONTENT ApS

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## 1. INTRODUCTION

These Terms of Service ("Terms") govern your use of the WebContent ApS platform ("Platform") provided by WebContent ApS, Hovedvagsstræde 2C, 3000 Helsingør, Denmark, CVR no. DK45178927 ("WebContent," "we," "us"). By using the Platform, you agree to be legally bound by these Terms.

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## 2. DEFINITIONS

- UGC Creator: A private individual or business registered to provide content creation services.
  - Company: A business or professional using the Platform to commission content. Not available to consumers acting as Companies.
  - Campaign: A collaboration established through the Platform between a Company and one or more UGC Creators.
  - Content: Deliverables created by UGC Creators in a Campaign.
  - Platform: The WebContent online marketplace for Campaigns, messaging, contracts, payments, and analytics.
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## 3. ELIGIBILITY & ACCOUNT SECURITY

- Users must be 18+ and legally capable of contracts.
  - Companies must act professionally or as businesses.
  - Users are responsible for their account security and all actions under their account unless promptly reported.
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## **4. CONTRACT FORMATION**

- These Terms bind Users when creating an account or using the Platform.
  - Accepting a Campaign forms a binding contract between Creator and Company. WebContent is not party to these contracts.
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## **5. PLATFORM ROLE & LIMITATIONS**

- WebContent acts only as intermediary and is not liable for Campaign outcomes.
  - We are not agents, employers, or guarantors.
  - No guarantee of results, uptime, or absence of errors.
  - Liability limited to subscription fees paid in prior 12 months.
  - Users indemnify WebContent for claims from Platform use.
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## **6. ACCEPTABLE USE & PROHIBITED CONDUCT**

- Users may not circumvent the Platform for 12 months after last contact.
  - Circumvention results in liquidated damages equal to avoided fees.
  - All communication about Campaigns must happen through the Platform.
  - Prohibited: illegal content, bots, harassment, impersonation.
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## **7. CONTENT DELIVERY & REVISIONS**

- Creators must deliver content on time as per Campaign brief.
  - Creators may not delete Campaign content from social media within 30 days post-publication without agreement.
  - Companies may request up to 3 revisions within the Campaign brief at no extra cost.
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## **8. PRODUCT SHIPMENTS & RETURNS**

- Creators receiving products must return them in original condition or compensate the Company if content is not delivered.
  - WebContent is not liable for product shipment issues between Users.
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## **9. PRICING, PAYMENTS & TAXES**

- Payments processed via Stripe. WebContent does not store card data.
  - Creators receive full compensation. Companies pay all fees.
  - No refunds unless required by law; administrative fees may apply.
  - Access may be suspended after 5 days of failed payment.
  - Creators handle all taxes and compliance in their jurisdiction.
  - WebContent does not act as a tax intermediary.
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## **10. INTELLECTUAL PROPERTY & CONTENT RIGHTS**

- Creators retain ownership unless otherwise agreed.
  - Companies receive a non-exclusive, perpetual license for agreed Campaign usage after payment.
  - Extended use requires new agreements.
  - Creators waive moral rights where law allows.
  - Creators must disclose AI-generated content and own necessary rights.
  - WebContent may use anonymized or sample content for marketing unless opposed in writing.
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## **11. MODERATION & TERMINATION**

- WebContent may suspend or terminate accounts without notice for:
    - Terms breaches
    - Unlawful content
    - Suspected fraud or circumvention
  - Users may appeal moderation decisions within 10 business days.
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## **12. SERVICE LEVELS**

- WebContent aims for 99% uptime.
  - Support inquiries responded to within 24 business hours.
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## **13. LIMITATION OF WARRANTIES**

- Platform is provided "as is" and "as available."
  - No warranties on availability, performance, campaign results, or user data.
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## **14. DISPUTE RESOLUTION**

- Users must attempt direct resolution first.
  - If unresolved, mediation follows.
  - Danish law governs disputes, excluding CISG.
  - Arbitration under Danish Institute of Arbitration or Copenhagen City Court if arbitration is not required.
  - No class actions permitted.
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## **15. EXPORT CONTROLS**

Users must comply with applicable export laws related to software, data, and services.

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## **16. DATA PROTECTION & PRIVACY**

- WebContent complies with GDPR.
  - Uses third-party tools like Stripe, HubSpot, Meta, TikTok, Google, LinkedIn, Microsoft Clarity, and Mixpanel.
  - These may collect IP, device ID, usage, ad interaction, and analytics data.
  - Transfers outside EU protected by SCCs or safeguards.
  - Users may access, correct, or delete their data. See Privacy Policy.
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## **17. GENERAL TERMS**

- These Terms supersede previous agreements.
  - No partnership or employment relationship created.
  - Invalid clauses do not affect the remainder.
  - User assignment requires written consent; WebContent may assign freely.
  - IP, liability, dispute, and data clauses survive termination.
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## **CONTACT**

Questions? Contact [info@webcontent.dk](mailto:info@webcontent.dk)