Social Nexum Terms of Service

1. Platform Role & Agreement Overview These Terms of Service ("Terms") govern your access to and use of the Social Nexum platform, website, and services. Social Nexum provides a two-sided marketplace infrastructure connecting businesses/brands ("Brands") with content creators and influencers ("Creators").

Social Nexum operates solely as a technology marketplace facilitator. We are not a talent agency, employer, joint venture partner, broker, or legal representative of any user. Any commercial collaboration executed on the platform forms a direct contract between the participating Brand and Creator.

2. Eligibility & Account Registration

- **Age & Capacity:** You must be at least 18 years of age (or the legal age of majority in your jurisdiction) to register an account.
- **Account Accuracy:** You must provide accurate, complete information when creating your public Creator portfolio or Brand account, including valid social media links, location, and listed services.
- **Identity Verification (KYC):** Creators must complete Know Your Customer (KYC) identity and bank account verification through our payment partner, Stripe, prior to withdrawing earnings.

3. Marketplace Discovery & Campaign Agreements

- **Campaign Formation:** Collaborations are initiated when a Brand hires a Creator via marketplace search or when a Creator responds to an Opportunity Board listing.
- **Messaging & Terms:** All pre-campaign negotiations, briefs, deliverables, and turnaround times must be discussed via our integrated live chat. A binding Campaign Agreement is formed once both parties formally accept the structured offer details in the chat.
- **Prohibition of Off-Platform Circumvention:** Users strictly agree not to solicit, negotiate, transfer payments, or execute campaign agreements outside the Social Nexum platform for leads discovered through Social Nexum. Circumvention will result in immediate account termination and potential recovery of lost platform commission fees.

4. Payments, Pending Funds & Fees

- **Payment Infrastructure:** Payment processing services are provided by Stripe Payments UK Limited under the Stripe Connected Account Agreement. Social Nexum does not hold client deposits directly or operate as a bank.

- **Pending Fund Mechanism:** Upon campaign acceptance, the Brand pays the full campaign amount. Funds are secured in a pending state by Stripe until the Brand approves the final submission or an automated approval period expires.

- **Platform Commission:** Social Nexum charges a platform fee (commission) on completed transactions, which is deducted automatically upon payout release. All fees are clearly itemized before agreement confirmation.

5. Deliverables, Approvals & Dispute Centre

- **Submission & Revisions:** Creators must submit deliverables by the agreed campaign deadline. Brands are entitled to standard revisions only if explicitly included in the Campaign Agreement.

- **Payout Trigger:** Payouts are transferred to the Creator's connected Stripe account once the Brand marks the campaign as approved.

- **Dispute Centre Escalation:** If a disagreement occurs (e.g., missed deadlines, non-compliant content, unresponsiveness), either party can escalate the case to the Dispute Centre.

- **Binding Adjudication:** During an active dispute, pending transfers remain locked. Social Nexum will review chat records, campaign parameters, and submitted evidence to issue a final administrative decision (including full release, partial refund, or complete cancellation).

6. Intellectual Property & Usage Rights

- **Deliverable Ownership:** Rights to campaign content (such as organic social posting, paid ad usage, or UGC rights) transfer to the Brand only upon full release of payment as defined in the specific Campaign Agreement.

- **Platform License:** Users grant Social Nexum a worldwide, non-exclusive, royalty-free license to host, display, and reproduce public profiles, reviews, and portfolio items for marketplace operations and promotional material.

7. Reviews & Community Guidelines

- **Two-Sided Reviews:** Both Brands and Creators may leave ratings and reviews following campaign completion.

- **Integrity:** Reviews must be honest, accurate, and free from extortion or abusive content. Manipulating ratings, posting fake statistics, or attempting to deceive counterparties is grounds for suspension.

8. Limitation of Liability To the maximum extent permitted by UK law, Social Nexum is provided on an "as-is" basis. We do not guarantee specific campaign performance, return on

investment (ROI), sales conversions, or audience metrics. Social Nexum shall not be liable for indirect, incidental, or consequential damages arising from campaign disputes, creator performance, or platform downtime. Our aggregate liability shall not exceed the total platform fees collected from you in the six months prior to the claim.

9. Governing Law & Jurisdiction
These Terms are governed by and construed in accordance with the laws of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

10. Contact Us

Social Nexum
Email: info@socialnexum.co.uk