



# Terms and Conditions

These terms and conditions outline the rules and regulations for the use of Reso.ai, a marketing web service of ReBelle Agency Ltd (an United Kingdom company No #15286942). The parties are hereinafter referred to as “Reso.ai” (service provider and marketing agency) “advertiser” (creator/ agency).

## **Service Description**

ReBelle Agency increases the visibility of creators on platforms through advertising campaigns on partner websites.

The creator remains responsible for compliance with its legal and contractual obligations to third parties (e.g. platforms). ReBelle Agency will not assume any liability in this regard.

## **Cookies**

We employ the use of cookies. By accessing ReBelle Agency, you agreed to use cookies in agreement with the ReBelle Agency's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user’s details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

## **Privacy**

Please read our Privacy Policy for further information.

## **Payment**

The fee for chargeable services is payable in advance to ReBelle Agency and will be collected via the payment procedure selected in the order process. With the purchase, you grant us the direct debit authorization necessary for the processing of the order process. This authorization can be revoked at any time.

Costs incurred due to failed debit attempts as well as chargebacks and refunds will be charged to the advertiser at a flat rate of 50 EUR per failed transaction. This amount will be claimed by ReBelle Agency as contractual damages. It is composed of bank charges and handling fees incurred by ReBelle Agency due to the Advertiser's breach of duty.

ReBelle Agency is permitted to have the payment for chargeable services processed by an external service provider commissioned by ReBelle Agency.

### **Forbidden Actions**

It is strictly forbidden to perform the following actions:

- Sell, rent or sub-license material from ReBelle Agency
  - Reproduce, duplicate or copy material from ReBelle Agency
  - Redistribute content from ReBelle Agency
  - Copy, reproduce, sell, license, or otherwise exploit the Content and/or Marks without the prior written consent of their respective owners
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- Sell, rent or sub-license material from ReBelle Agency
  - Reproduce, duplicate or copy material from ReBelle Agency
  - Redistribute content from ReBelle Agency
  - Copy, reproduce, sell, license, or otherwise exploit the Content and/or Marks without the prior written consent of their respective owners

In case of repeated violation of our guidelines, we reserve the right to block the advertiser and to retain the money.

### **Removal of links to our website**

You are allowed to link to our website. But we reserve the right to request that you remove all links or any particular link to our Website at any time. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

### **Content Liability**

ReBelle Agency shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are arising on your Website. No links should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or

exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: are subject to the preceding paragraph and govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

### **Governing Law**

These terms and conditions and the contractual relationship of the parties are governed by and construed in accordance with the laws of the United Kingdom.

### **Final Provisions**

ReBelle Agency reserves the right to unilaterally make minor changes to the terms and conditions as well as those concerning new features and services.

Any amendments or additions to this agreement must be agreed to in writing by both parties in order to be effective. Should individual contractual provisions be invalid, the remainder of the agreement shall remain valid. In this case, the invalid clause shall be replaced by the statutory provision or a provision that corresponds to the intentions of both parties within the meaning of this agreement.

# **Privacy policy**

Thank you for using our services. With this document we would like to inform you about our processing of personal data.

### **Responsible Party**

ReBelle Agency Ltd.  
United Kingdom: 12 City Road, London, EC1V 2NX  
Email: [support@reso.ai](mailto:support@reso.ai)

### **Questions about data privacy and exercising your rights**

If you have any questions about data protection or would like to exercise your rights, please contact us at [support@reso.ai](mailto:support@reso.ai) or add "data protection" to the above address.

### **When do we process personal data**

We process personal data that you actively submit to us through your input. Furthermore, we automatically process personal data based on the use of our services. In particular, the following cases may therefore result in the processing of your personal data:

Visiting our website;

Booking our Services;

Contacting us;

Analysis of why which visitors come to our website and how they use it;

Analysis of the success of our advertising measures;

Defense against attacks against our technical infrastructure;

For details, please refer to the following:

### **Visiting our website**

When you visit our website, the company responsible for operating the website stores the public IP address, the type of device and the browser used to visit our website, together with the date and time of access. The IP address is a unique numeric address under which your computer sends or retrieves data on the Internet. As a rule, we or our service provider do not know who is behind an IP address, unless you provide us with data during the use of our website that enables us to identify you. Furthermore, the identification of a user may occur if we take legal action (e.g. in the event of attacks against our website) and become aware of the identity of a user in the course of the investigation. Therefore, as a rule, you do not have to worry that we can assign your IP address to you.

Our service provider uses the IP address so that you can access and use our website, to detect and defend against attacks against our website. Unfortunately, there are always attacks against websites in order to cause damage to their operators or users (e.g. preventing access to the site, spying on data, spreading malware (e.g. viruses) or other unlawful purposes). Such attacks would impair the intended use of our website and its functionality, as well as the safety of visitors to our website. The processing of the IP address including the time of access is carried out to defend against such attacks and thus against potential dangers for us and the users of our website. Through our service provider, we pursue with this processing the legitimate interest of maintaining our business operations as well as the defense against unlawful interference against us as well as the visitors of our website. The legal basis for the processing is Art. 6 para. 1 f) GDPR. The stored IP data is deleted by anonymization when it is no longer needed for the detection or defense of an attack.

### **Processing of special categories of personal data within the meaning of Art. 9 GDPR.**

Insofar as you provide us with data for processing that could be considered special categories of personal data within the meaning of Art. 9 GDPR (e.g. ethnic origin, religious or ideological beliefs, data on sex life or sexual orientation), we process this solely on the basis of your voluntary information and exclusively for the provision of the functions of our offer for which this data is requested and used.

### **Contact possibilities**

If you send us a message via one of the contact options offered, we will use the data you provide us with to process your request. The legal basis for this is our legitimate interest in responding to your request in accordance with Art. 6 para. 1 f) GDPR. If your request serves

the conclusion or execution of a contract with us, the additional legal basis for the processing is Art. 6 para. 1 b GDPR. The data will be deleted after your request has been dealt with. If we are required by law to store the data for a longer period, it will be deleted after the expiry of the relevant period.

### **Service booking**

If you book our services, we process the data you provide for the conclusion of the contract and its execution. To the extent necessary, data will be transferred to service providers for the billing of your purchase. The legal basis for the processing is Art. 6 para. 1 b) GDPR.

Together with our payment service provider, we process this data in conjunction with your IP address to detect and prevent fraud attempts. The legal basis for this is Art. 6 para. 1 f) GDPR. We thereby pursue the goal of protecting ourselves from fraudulent transactions in each case.

Data stored in connection with the conclusion of a contract for the booking of a service will be deleted after the expiry of the statutory retention period. Insofar as legal recording and storage obligations exist due to the processing of a purchase contract (e.g. storage of invoices according to tax law), the legal basis of the processing is Art. 1 para. 1 c) GDPR.

We delete the data when they are no longer required for the performance of the respective contract and there are no longer any legal retention obligations.

### **Use of cookies and comparable technologies**

We use cookies and comparable technologies (local storage, pixel tags, tracking pixels and other identifiers) to operate our website in order to understand how visitors use our website and to store preferences that a user has made in their browser. We also use them to personalize our websites for each user and to customize our advertising efforts.

A cookie is a small text file that is stored on your computer when you visit our website through your browser. If you call up our website again later, we can read these cookies from your browser again. Cookies are stored for different periods of time. You have the option at any time to set here or in your browser which cookies it should accept, but this may result in our website no longer functioning properly. Furthermore, you can delete cookies independently at any time. If you do not do this, we can specify when saving how long a cookie should be stored on your computer. Here we have to distinguish between so-called session cookies and permanent cookies. Session cookies are deleted from your browser when you leave our website or you close the browser. Persistent cookies are stored for the duration that we specify when storing them.

We use cookies for the following purposes:

Technically necessary cookies that are mandatory for the use of the functions of our website (e.g. recognition of whether you have logged in). Without these cookies, certain functions could not be provided.

Functional cookies, which are used to technically perform certain functions that you want to use. We also use such cookies to personalize the website for you.

Analysis cookies, which are used to analyze your user behavior. For details, please read the information on "Evaluations".

Third-party cookies. These are stored by third parties whose features we include on our website to enable certain functions. They may also be used to analyze user behavior. For details, please read the information on "Evaluations".

Most browsers that our users use allow you to set which cookies should be stored and allow you to delete (certain) cookies. If you restrict the storage of cookies to certain websites or do not allow cookies from third party websites, it may be possible that our website can no longer be used to its full extent. Here is information on how to adjust cookie settings for the most common browsers:

- Google Chrome (<https://support.google.com/chrome/answer/95647?hl=en>)
- Internet Explorer (<https://support.microsoft.com/en-en/help/17442/windows-internet-explorer-delete-manage-cookies>)
- Firefox (<https://support.mozilla.org/en/kb/cookies-erlauben-und-ablehnen>)
- Safari ([https://support.apple.com/kb/PH21411?locale=en\\_EN](https://support.apple.com/kb/PH21411?locale=en_EN))

## **Evaluations**

Service providers commissioned by us create non-personal evaluations for us as to which user groups access our website and how they use it. For this purpose, for example, general information is processed, such as the local origin, the browser used, which website was used to reach us and which search terms, if any, were used to find our site. Furthermore, we analyze how our website is used, which pages are accessed how often and for how long, and which functions of our website are used and how. This data helps us to better understand how our website is found in order to improve our search engine optimization and advertising efforts. The information also allows us to better understand how our website is used by users and which features are of particular interest to them, in order to make it more user-friendly and to add features that we think are in the interest of our users. The legal basis for the processing is Art. 6 para. 1 f) GDPR.

If you do not wish this, please install a so-called extension in your browser that prevents such analyses. Two well-known tools are Ghostery (<https://www.ghostery.com/de/>) and uBlock Origin (<https://github.com/gorhill/uBlock/>). Furthermore, you should set your browser so that it does not accept cookies from third party sites. Here you can find information on how to adjust cookie settings for the most common browsers.

## **Google Analytics Privacy Policy**

This website uses Google Analytics, a web analytics service provided by Google Ireland Limited, Gordon House, Barrow Street Dublin 4, Ireland. ("Google"). The use is based on Art. 6 para. 1 p. 1 lit. f. GDPR. Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website such as.

- Browser type/version,
- operating system used,
- Referrer URL (the previously visited page),
- host name of the accessing computer (IP address),

- time of the server request,

are usually transferred to a Google server in the USA and stored there. The IP address transmitted by your browser as part of Google Analytics is not merged with other data from Google. We use Google Analytics in such a way that your IP address is only used in anonymized form. This anonymization takes place in the European Union or a member state of the EEA, as notified by Google. Only in exceptional cases shall the full IP address be transmitted to a Google server in the USA and only shortened there. According to information from Google, the anonymization takes place before the IP address is stored on a permanent data carrier for the first time. For details, please refer to Google's privacy policy, available at <https://support.google.com/analytics/answer/6004245?hl=de>.

On behalf of the operator of this website, Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage to the website operator. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website.

You can also prevent the collection of data generated by the cookie and related to your use of the website (including your IP address) to Google and the processing of this data by Google by downloading and installing the browser plug-in available at the following link: <https://tools.google.com/dlpage/gaoptout?hl=de>.

As an alternative to the browser add-on or within browsers on mobile devices, please click this link to prevent the collection by Google Analytics within this website in the future (the opt-out only works in this browser and only for this domain). This will place an opt-out cookie on your device. If you delete your cookies in this browser, you must click this link again.

We also use Google Analytics to evaluate data from Double Click cookies and also AdWords for statistical purposes. If you do not wish this to happen, you can deactivate this via the Ads Preferences Manager (<https://www.google.com/settings/ads/onweb/?hl=en>).

Further information on data protection in connection with Google Analytics can be found, for example, in the Google Analytics Help (<https://support.google.com/analytics/answer/6004245?hl=en>).

### **Google Adservices / Google AdWords Conversion / Google Ads Pixel**

This website uses tools for "online marketing" of the company Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland. This is used to recognize that a visitor has come to our website via a Google ad. Google uses pixels that are stored on the website for website-tracking and cookies that are stored on your computer and enable an analysis of the use of the website. The cookies for the so-called "conversion tracking" are set when you click on an ad placed by Google. These cookies lose their validity after 30 days and are not used for personal identification. If you wish to prevent "conversion tracking", you can exercise your right to opt-out via the page: <https://www.networkadvertising.org/choices/> . If you would like to know more about these methods or what options you have to prevent this information from being used by Google, click here: <https://www.google.com/settings/u/0/ads/authenticated>.

## **E-mails**

We send you information about bookings of our services by email. The legal basis for the processing is Art. 6 para. 1 b) GDPR. To send the emails, we use an external service provider to whom we pass on your personal data to the extent necessary.

You can unsubscribe from these messages at any time in your profile settings. You will also find a corresponding link to do so at the end of each email.

## **Newsletter**

With your registration for our offer, we informed you that we will use your e-mail address in accordance with § 7 para. 3 UWG to send you our e-mail newsletter. You can object to this use at any time, and we will then remove you from our distribution list. You will find a corresponding link at the end of each newsletter, but you can also unsubscribe in your profile settings.

The legal basis for the processing is Section 7 (3) UWG in conjunction with Art. 6 (1) f) GDPR. Our legitimate interest for this is your ongoing information about our offer on the basis of permission within the meaning of § 7 para. 3 UWG

## **Right of information**

According to Art. 15 GDPR, you have the right to request confirmation from us as to whether personal data concerning you is being processed by us. If this is the case, you have a right to information about this personal data and to further information mentioned in Art. 15 GDPR.

## **Right of rectification**

According to Art. 16 GDPR, you have the right to demand that we correct incorrect personal data concerning you without undue delay. Taking into account the purposes of the processing, you also have the right to request the completion of incomplete personal data - also by means of a supplementary declaration.

## **Right of erasure**

You have the right to demand that we delete personal data concerning you without undue delay. We are obliged to delete personal data without undue delay, provided that the relevant requirements of Art. 17 GDPR are met. Because of the details, we refer to Art. 17 GDPR.

## **Right of restriction of processing**

In accordance with Art. 18 GDPR, you have the right, under certain conditions, to demand that we restrict the processing of your personal data.

## **Right of data portability**

Pursuant to Art 20 GDPR, you have the right to receive the personal data concerning you that you have provided to us in a structured, commonly used and machine-readable format, and you have the right to transfer this data to another controller without hindrance from us, provided that the processing is based on consent pursuant to Art. 6(1)(a) GDPR or Art. 9(2)(a)



GDPR or on a contract pursuant to Art. 6(1)(b) GDPR and the processing is carried out with the aid of automated processes.

### **Right of objection**

According to Art. 21 GDPR, you have the right to object to the processing of personal data concerning you that is based on Art. 6 (1) e) or f) GDPR.

If you wish to exercise a right to which you are entitled, please contact us as the controller at the contact details provided above or use one of the other ways offered by us to send us this communication. If you have any questions about this, please also contact us.

### **Existence of a right of appeal to the supervisory authority**

Pursuant to Art. 77 GDPR, you have the right to complain to the supervisory authority, without prejudice to any other administrative or judicial remedy. This right exists in particular in the Member State of your residence, workplace or the place of the alleged infringement, if you believe that the processing of personal data concerning you violates the GDPR.