

Terms and Conditions

Influencer Impact Inc. • influencerimpact.co

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These Terms and Conditions (the “Terms”) are a binding agreement between you (“Member”, “you”, or “your”) and Influencer Impact Inc. (“Influencer Impact”, “we”, “us”, or “our”), a corporation incorporated under the laws of the Province of Ontario, Canada, that operates the website located at influencerimpact.co (the “Platform”). By submitting a membership application, creating an account, or otherwise accessing or using the Platform, you agree to be bound by these Terms, our Privacy Policy, and our Community Guidelines, each of which is incorporated into these Terms by reference.

If you do not agree to these Terms, the Privacy Policy, or the Community Guidelines, you must not apply for membership and must not access or use the Platform.

1. Overview of the Platform

Influencer Impact operates a closed, business-to-business platform on which verified marketing and public relations professionals who have engaged influencers in a professional capacity (each, a “Verified Member”) may submit ratings and written reviews of those influencers across five criteria: (i) responsiveness, (ii) professionalism, (iii) management, (iv) content quality, and (v) content performance (each, a “Review”). The Platform also maintains profiles of individual influencers that include publicly available information from third-party social media platforms and other public sources (“Influencer Data”). Reviews and the closed-network portions of Influencer Data are accessible only to Verified Members.

2. Eligibility and Membership

2.1 Eligibility

To apply for membership and become a Verified Member, you must: (a) be at least eighteen (18) years of age; (b) be an active marketing, communications, or public relations professional who has personally engaged one or more influencers in a professional capacity; (c) provide accurate and complete information during the vetting process; (d) have the legal capacity to enter into these Terms; and (e) not be prohibited from using the Platform under the laws of your jurisdiction.

The Platform is not directed to, and is not intended for, individuals under the age of eighteen (18). We do not knowingly collect personal information from anyone under eighteen (18). If we become aware that we have collected personal information from a minor, we will delete that information in accordance with our Privacy Policy.

2.2 Membership Application and Vetting

All applicants are individually reviewed and approved by Influencer Impact before being granted Verified Member status. The categories of information collected during the vetting process, how that information is used, and how long it is retained are described in our Privacy Policy. We may, in our sole discretion, approve, decline, or revoke a membership application or Verified Member status at any time, with or without notice and without giving reasons.

2.3 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify Influencer Impact promptly at the contact information in Section 17 if you suspect any unauthorized use of your account. We are not liable for any loss or damage arising from your failure to safeguard your credentials.

2.4 No Membership Fees Today

Membership is currently offered free of charge to Verified Members. Influencer Impact reserves the right, in its sole discretion, to introduce subscription fees, paid tiers, or other charges in the future. If we do so, we will update these Terms and provide reasonable advance notice through the Platform or by email before any fees apply to you, and we will not charge any existing Verified Member without that Verified Member's affirmative agreement to the new pricing terms.

3. The Platform Is a Closed Network

Reviews and the closed-network portions of Influencer Data are visible only to other Verified Members. They are not visible to the general public, are not accessible to unverified users or guests, and are not made available to the influencers who are the subject of the Reviews. Reviewers are not identified by name to other Verified Members; the Platform displays only the reviewer's years of professional experience alongside each Review, and only Influencer Impact retains the underlying identity of the reviewer.

4. Reviews: Member Certifications and Obligations

Each time you submit, edit, or republish a Review, you represent, warrant, and certify to Influencer Impact and to other Verified Members that:

1. the Review is your own honest, good-faith assessment based on your own direct experience working with the influencer in a professional capacity;
2. you (or the entity that employs you) actually engaged the influencer in a professional capacity, and you can produce reasonable documentation of that engagement if requested by Influencer Impact;
3. all statements of fact in the Review are true and accurate to the best of your knowledge, and any opinions you express are clearly your own and are based on disclosed facts;

4. the Review does not contain content that is defamatory, knowingly false, misleading, malicious, retaliatory, or submitted in bad faith;
5. the Review does not contain hate speech, harassment, threats, sexual content, discriminatory content, or any other content prohibited by the Community Guidelines;
6. the Review does not disclose confidential information of any client, employer, agency, or brand without authorization;
7. the Review does not contain personal information about the influencer that is unrelated to your professional engagement with them; and
8. you have all rights necessary to submit the Review and to grant the licence in Section 9 below.

You acknowledge that Reviews concern identifiable third parties (the influencers) who are not Members of the Platform and who have no opportunity to respond to a Review through the Platform. You therefore agree to use particular care to ensure that the matters stated in Section 4 are true. The categorical rules governing Review content are set out in the Community Guidelines.

5. Influencer Data

Influencer Impact collects information about influencers from two sources: (a) information entered directly by Verified Members in connection with their Reviews, and (b) information imported by Influencer Impact from publicly available third-party sources, including public social media profiles, follower counts, and engagement metrics. Influencer Impact uses Influencer Data only to operate the Platform and to inform Verified Members in their professional decision-making. Influencer Impact does not sell, rent, or trade Influencer Data, and does not display the closed-network portions of Influencer Data to the public.

6. Flagging and Notice-and-Takedown

Any Verified Member may flag a Review that they believe violates these Terms or the Community Guidelines, including on grounds of hate speech, defamation, harassment, or breach of the Community Guidelines. Flags must be submitted through the in-Platform flagging function.

Influencer Impact will acknowledge each flag within five (5) business days and will issue a moderation decision within fifteen (15) business days of receipt, unless additional investigation is reasonably required, in which case Influencer Impact will provide a status update within that period. Possible outcomes include: no action; editing or removing the Review; warning the Member; suspending the Member; or permanently terminating the Member's account. Influencer Impact's moderation decisions are made in its sole discretion. The moderation process and appeal rights are described in the Community Guidelines.

7. Prohibited Conduct

You agree that you will not, and will not attempt to: (a) use the Platform for any unlawful purpose; (b) circumvent or attempt to circumvent any access control or security feature of the Platform; (c) access, download, or extract Reviews or Influencer Data by automated means or in bulk; (d) share, republish, or disclose Reviews outside the Verified Member community; (e) impersonate any person or entity, or misrepresent your professional credentials or your engagement with any influencer; (f) introduce malware, viruses, or any other harmful code to the Platform; (g) reverse engineer, decompile, or attempt to derive the source code of the Platform; or (h) violate the Community Guidelines.

8. Confidentiality of Platform Content

Reviews and the closed-network portions of Influencer Data are confidential information of Influencer Impact and of the Verified Member community. You will not disclose, publish, forward, or otherwise share that content with any person who is not a Verified Member, except as required by law and only after providing Influencer Impact with reasonable advance notice (where lawful) so that we may seek a protective order or other appropriate relief.

9. Intellectual Property and Licence

9.1 Influencer Impact IP

The Platform, including its software, design, text, graphics, trademarks, and the selection and arrangement of content (other than Reviews and Influencer Data), is owned by Influencer Impact or its licensors and is protected by Canadian and international intellectual property laws.

9.2 Member Licence to Influencer Impact

You retain ownership of the Reviews and other content you submit to the Platform. By submitting a Review or other content, you grant Influencer Impact a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, transmit, display, and otherwise use that content for the purpose of operating, securing, improving, and promoting the Platform within the Verified Member community, and for the purpose of complying with legal obligations or defending legal claims. This licence survives the closure of your account in respect of content you have already submitted.

10. Indemnification

You agree to defend, indemnify, and hold harmless Influencer Impact, its officers, directors, employees, contractors, and agents from and against any and all claims, demands, actions, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any Review or other content you submit, including any allegation that such content is defamatory, false, misleading, infringing, or otherwise in breach of the Terms or Community Guidelines; (b) your breach of these Terms, the Privacy Policy, or the Community

Guidelines; (c) your violation of any applicable law; or (d) your violation of the rights of any third party, including any influencer. This indemnity survives termination of your account and these Terms.

11. Disclaimers

The Platform is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, Influencer Impact disclaims all warranties, whether express, implied, statutory, or otherwise, including any warranty of merchantability, fitness for a particular purpose, non-infringement, and any warranty arising out of course of dealing or usage of trade.

Reviews represent the opinions and characterizations of the Members who submitted them. Influencer Impact does not independently verify the contents of Reviews and does not endorse them. Influencer Impact makes no representation that the Platform will be uninterrupted, error-free, or free of viruses or other harmful components.

12. Assumption of Risk; Disclaimer of Liability

12.1 Acknowledgement and Acceptance of Risk

You acknowledge that the Platform is provided to you free of charge and as an accommodation to the professional community, that participation is entirely voluntary, and that any decision you make in reliance on Reviews, Influencer Data, or any other content available through the Platform is made at your sole risk and judgment. You expressly assume all risk associated with your use of the Platform and your reliance on any content available through it.

12.2 Maximum Disclaimer of Liability; Release and Waiver

To the maximum extent permitted by applicable law, neither Influencer Impact nor its affiliates, nor any of their respective directors, officers, employees, contractors, agents, licensors, successors, or assigns (collectively, the “Released Parties”) will have any liability to you, and you irrevocably waive, release, and forever discharge each of the Released Parties from, any and all claims, demands, actions, causes of action, suits, damages, losses, costs, and expenses of every kind and nature, whether known or unknown, anticipated or unanticipated, fixed or contingent, in contract, tort (including negligence), strict liability, breach of statutory duty, equity, or otherwise, arising out of or in connection with: (a) these Terms; (b) your application for membership, your Verified Member status, or any decision by Influencer Impact to grant, refuse, suspend, or terminate that status; (c) your access to or use of, or inability to access or use, the Platform; (d) any Review, Influencer Data, or other content available on or absent from the Platform, including any reliance you place on such content; (e) any moderation, flagging, retention, removal, or content decision made or not made by Influencer Impact; (f) any interruption, suspension, error, defect, downtime, loss of data, or change in functionality of the Platform; (g) any unauthorized access to or alteration of your transmissions, content, or

account; or (h) the conduct, content, or omissions of any other Member, applicant, influencer, or third party.

12.3 Excluded Damages

Without limiting Section 12.2, in no event will any of the Released Parties be liable for any indirect, incidental, special, consequential, exemplary, punitive, or aggravated damages, or for any loss of profits, revenue, business, business opportunities, goodwill, reputation, data, or anticipated savings, in each case howsoever caused and on any theory of liability, and whether or not the Released Parties have been advised of the possibility of such damages.

12.4 Aggregate Cap

If, notwithstanding Sections 12.2 and 12.3, any of the Released Parties is found liable to you for any matter arising out of or in connection with these Terms or your use of the Platform, the aggregate liability of all Released Parties to you, for all claims in the aggregate, will not exceed one hundred Canadian dollars (CAD \$100). This cap reflects the allocation of risk between the parties given that the Platform is offered to you free of charge.

12.5 Limitation Period

To the maximum extent permitted by applicable law, any claim by you arising out of or in connection with these Terms or your use of the Platform must be commenced within one (1) year after the cause of action arises. After that period, the claim is permanently barred.

12.6 Mandatory Carve-Outs

Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for fraud, fraudulent misrepresentation, gross negligence, or willful misconduct, or any non-excludable liability under the Personal Information Protection and Electronic Documents Act, Quebec Law 25, or other applicable privacy or consumer-protection legislation. Where any provision of this Section 12 is held to be unenforceable in respect of any particular claim or to any particular extent, the remainder of this Section 12 will continue to apply with full force in respect of all other claims and to the maximum extent permitted by law.

12.7 Basis of the Bargain

You acknowledge that the disclaimers, releases, waivers, and limitations in this Section 12 are a material inducement to Influencer Impact's willingness to make the Platform available to you free of charge, that they form an essential and integral basis of the bargain between you and Influencer Impact, and that Influencer Impact would not make the Platform available to you on these or any other terms without them.

13. Suspension and Termination

Influencer Impact may suspend or terminate your access to the Platform at any time, with or without notice and with or without cause, including (without limitation) if Influencer Impact reasonably believes that you have breached these Terms or the Community Guidelines, that your continued access poses a risk to other Members or to influencers, or that your continued access exposes Influencer Impact to legal risk. You may terminate your account at any time by contacting Influencer Impact through the channel set out in Section 17.

Sections 4 (last paragraph), 8, 9, 10, 11, 12, 14, 15, 16, and 17 survive any suspension or termination of your account or these Terms.

14. Privacy

Influencer Impact's collection, use, and disclosure of personal information are described in our Privacy Policy, which is incorporated into these Terms by reference. Please review the Privacy Policy carefully.

15. Changes to These Terms

Influencer Impact may amend these Terms from time to time. If we make a material change, we will provide reasonable advance notice through the Platform or by email. Your continued use of the Platform after the effective date of the amended Terms constitutes your acceptance of those Terms. If you do not accept the amended Terms, you must stop using the Platform and may close your account.

16. Governing Law and Dispute Resolution

These Terms, and any dispute arising out of or in connection with them or your use of the Platform, are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict-of-laws principles.

You and Influencer Impact irrevocably submit to the exclusive jurisdiction of the courts located in the City of Waterloo, Ontario, for the resolution of any such dispute, and you waive any objection to the venue of any proceeding in those courts.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

17. General

17.1 Entire Agreement

These Terms, together with the Privacy Policy and the Community Guidelines, constitute the entire agreement between you and Influencer Impact in respect of the Platform and supersede all prior or contemporaneous communications and agreements on that subject.

17.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will continue in full force and effect.

17.3 Assignment

You may not assign or transfer these Terms or any of your rights or obligations under them without Influencer Impact's prior written consent. Influencer Impact may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.

17.4 No Waiver

Influencer Impact's failure to enforce any provision of these Terms is not a waiver of that provision or of Influencer Impact's right to enforce it later.

17.5 Force Majeure

Influencer Impact will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, labour disputes, internet outages, supplier failures, governmental action, or pandemic.

18. Contact

Questions about these Terms may be sent to:

Influencer Impact Inc.

1282 Snyder's Road W, Baden, Ontario N3A 3K8, Canada

support@influencerimpact.co