



VERBA CONNECT UGC PROGRAM TERMS

Last revised: 01.07.2025

1. Overview

These Terms govern participation in the Verba Connect UGC Program (the “**Program**”) operated by Verba Creative Inc. (“**Verba**”, “**we**”, “**our**”, or “**us**”). By participating in the Program, you (“**Ambassador**”, “**you**”, or “**your**”) agree to comply fully with these Terms.

The purpose of the Program is to collaborate with creative individuals who enjoy producing short-form video content (e.g., TikTok, Instagram Reels) and wish to share their experience using the Verba mobile application, available via the link: <https://apps.apple.com/ua/app/ai-captions-for-video-verba/id6467481048> (the “**App**”).

Participation in the Program is strictly voluntary and does not constitute employment or any form of agency. You will act as an independent content creator and not as an employee, agent, or representative of Verba. You are not entitled to any employment benefits.

Verba reserves the right to modify or terminate the Program at any time, with or without notice, including these Terms.

By submitting the Program application, accepting an invitation via email or messenger, or confirming participation electronically, you acknowledge that you have read, understood, and agreed to be bound by these Terms. Your electronic confirmation shall constitute a legally binding agreement.

2. Eligibility and Onboarding

2.1. Eligibility Requirements

To be eligible to participate in the Program, you must:

- Be at least 18 years of age or the age of majority in your jurisdiction;
- Create a new and public TikTok and/or Instagram account, dedicated to participating in the Program (e.g., @username.verba);
- Complete and submit the official application form provided by Verba;
- Receive written acceptance into the Program from Verba after content review and internal screening.

2.2. Trial Period



Upon acceptance, your participation will begin with a **one-week trial period** (the “**Trial Period**”) designed to assess your content quality, consistency, and creative alignment with the Verba brand.

During the Trial Period, you must:

- Create and publish a minimum of **14 videos** within seven (7) consecutive calendar days from the start date communicated by Verba;
- Ensure each video visibly showcases and promotes features of the App;
- Comply with the content standards set forth in Section 4 of these Terms.

2.3. Trial Payment Terms

You will be eligible for a one-time payment of **\$75 USD** upon successful and timely completion of the Trial Period. This payment:

- Is made solely as a participation fee and does not create an employment or contractor relationship;
- Is conditional upon Verba’s confirmation that all trial deliverables were submitted on time and meet minimum quality and thematic standards;
- Will not be issued in case of failure to meet submission requirements or significant breach of these Terms.

Payment shall be made via PayPal or bank transfer within 14 business days of approval. Verba shall not be liable for any transaction fees or exchange rate adjustments.

2.4. Post-Trial Evaluation and Continuation

Verba shall assess your Trial Period content based on internal criteria, including (but not limited to) content quality, engagement potential, adherence to brand tone, and technical standards.

Based on this assessment, Verba may:

- Offer you an invitation to become an official Ambassador under Section 3; or
- Decline further participation, without the need to justify its decision. In such case, no ongoing obligations shall arise, and this agreement shall terminate automatically upon completion of the Trial Period.

Participation in the Trial Period does not create any expectation or guarantee of future collaboration.

3. Ambassador Responsibilities and Compensation



3.1. Ongoing Participation Requirements

Once you are accepted into the Program as a Verba Connect Ambassador, you agree to:

- a) **Create and publish at least sixty (60) original videos per calendar month** (approximately two per day) on TikTok or Instagram Reels, focused on your use of the App;
- b) **Maintain a dedicated social media account** for your ambassador role (e.g., @username.verba), subject to prior approval by Verba;
- c) Ensure that **at least 90% of your videos include your visible face**, presented in a natural and authentic way;
- d) Comply with Verba's brand, creative, and technical guidelines at all times, including:
 - Clear lighting and audio;
 - Unique, non-duplicative content;
 - Visible, prominent use of Verba's features;
 - No content unrelated to Verba.
- e) **Avoid misleading, defamatory, or offensive content**, or any content that may damage Verba's brand, reputation, or user trust, in Verba's sole discretion;
- f) **Create all Content personally** and shall not delegate, subcontract, or otherwise involve third parties in the creation or publication of Content under this Program without Verba's prior written consent;
- g) **Notify Verba immediately** if you lose access to your social media account(s), change your posting capacity, are temporarily unavailable, or anticipate being unable to meet your monthly deliverables. Failure to notify may result in suspension or termination of participation;
- h) **Avoid promoting, endorsing, or publishing content for competing applications** or services offering similar video editing or subtitle features during your participation in the Program, unless expressly authorized in writing by Verba.

3.2. Compensation and Bonus Structure

If you meet the monthly content requirements under Section 3.1, you will receive the following compensation:

- a) A fixed monthly payment of **\$300 USD**, payable within 15 business days after Verba's approval of your content for the applicable month;
- b) **Performance-based bonuses**, based on the verified view count of individual videos within 30 days of publication, as follows:
 - \$10 USD for any video exceeding 30,000 views;



- \$20 USD for any video exceeding 60,000 views;
- \$30 USD for any video exceeding 100,000 views.

Verba reserves the right to update or modify these bonus thresholds at its sole discretion with prior notice.

3.3. Payment Terms

All payments will be made via international wire transfer. You are responsible for ensuring your payment details are accurate. Verba is not liable for transaction fees, currency conversion losses, or delays outside its control.

3.4. Verification and Approval

Payment and bonuses are **subject to content verification and quality control**. Verba reserves the right to withhold or reduce payments for:

- Failure to meet quantity or quality standards;
- Submission of irrelevant, recycled, or misleading content;
- Artificially inflating view counts or engagement;
- Any other breach of these Terms.

3.5. Tax Obligations

You acknowledge that you are solely responsible for any taxes, duties, or legal reporting requirements applicable to payments received under this Program in your jurisdiction. Verba shall not be responsible for any such obligations.

4. Content Ownership and Usage Rights

4.1. Ownership of Content

All videos, posts, captions, and other materials created by you in connection with the Program (collectively, “**Content**”) shall remain your intellectual property.

However, by participating in the Program and submitting or publishing Content, you hereby grant Verba Creative Inc., its affiliates, partners, licensees, and agents a **perpetual, worldwide, non-exclusive, royalty-free, fully sublicensable and transferable license** to use, reproduce, distribute, modify, adapt, publicly perform, display, and promote the Content in any media format, for any purpose related to the marketing, promotion, or development of the App or Verba’s brand.

4.2. Waiver of Moral Rights



To the maximum extent permitted by applicable law, you waive any and all moral rights or similar rights you may have in the Content with respect to its use, editing, or repurposing by Verba, including any right to object to derogatory treatment or failure to be attributed.

4.3. Restrictions

You represent and warrant that:

- All Content is original, created solely by you, and does not infringe the intellectual property or privacy rights of any third party;
- You have all necessary rights to grant the license set out above;
- The Content does not contain any unauthorized third-party trademarks, copyrighted music, or other protected material unless such use is licensed or falls under a relevant legal exception.

4.4. Attribution

Verba may, but is not required to, credit you as the creator of the Content when using it for marketing or promotional purposes.

4.5. No Obligation to Use

Verba is under no obligation to use any Content submitted or created by you and may decide, in its sole discretion, to remove, archive, edit, or ignore certain materials at any time.

You may only use Verba's name, trademarks, or brand assets (such as logos, icons, UI) in your Content in accordance with Verba's brand guidelines and solely for the purpose of promoting the App. Any other use requires prior written permission.

5. Compliance, Monitoring & Termination

5.1. Content Monitoring and Quality Review

Verba reserves the right to monitor all Content submitted or published under this Program to ensure ongoing compliance with these Terms and internal brand guidelines.

You agree to promptly respond to any requests from Verba regarding:

- Corrections or edits to specific videos;
- Removal of content that Verba considers inappropriate or damaging;
- Submission of content drafts or posting schedules for review.

Verba may, in its sole discretion, withhold compensation for any Content that:



- Fails to meet the quantity or quality standards described in Section 3;
- Deviates from the agreed purpose of promoting the App;
- Appears misleading, artificial, or misrepresents the product;
- Uses third-party content without proper rights.

5.2. Reporting Obligations

Verba may require you to provide regular updates, such as:

- Direct links to published content;
- Screenshots or analytics (views, engagement metrics);
- Account performance reports or evidence of authenticity (upon reasonable request).

5.3. Termination by Verba

Verba reserves the right to suspend or terminate your participation in the Program at any time, with or without cause, and without prior notice. Grounds for immediate termination may include, but are not limited to:

- Breach of any clause in these Terms;
- Misconduct, fraud, or unethical behavior;
- Public behavior that negatively affects Verba's reputation;
- Failure to meet consistent participation standards;
- Non-responsiveness or abandonment of ambassador responsibilities.

5.4. Termination by Ambassador

You may withdraw from the Program at any time by giving written notice to Verba. No further compensation will be payable after the end of the calendar month in which termination occurs, unless otherwise agreed in writing.

5.5. Effect of Termination

Upon termination:

- All rights granted to Verba under Section 4 will remain in effect for Content already submitted or published during your participation;
- You must cease using Verba's name, logos, or any associated materials for promotional purposes;
- Verba may withhold any unpaid compensation for failure to meet agreed deliverables prior to termination.

5.6. Sanctions and Prohibited Jurisdictions



You represent and warrant that:

- You are not a resident, citizen, or otherwise located in, or affiliated with, any country or region subject to comprehensive sanctions or trade restrictions imposed by the United States, the European Union, the United Kingdom, or other applicable jurisdictions, including but not limited to **russia, Belarus, North Korea, Iran**, and the **occupied territories of Ukraine**;
- You are not listed on any government sanctions list (e.g., OFAC SDN List, EU Consolidated List, UK Sanctions List);
- You will not engage in any activities under this Program that directly or indirectly involve any person or entity from such jurisdictions.

Verba reserves the right to immediately suspend or terminate your participation if it has reason to believe that any of the above representations are untrue or if continued participation could place Verba at legal or reputational risk.

5.7. Suspension Rights

Verba may, at its sole discretion, temporarily suspend your participation in the Program without terminating it, in cases including but not limited to: strategic program revisions, product updates, content review backlog, or legal compliance reviews. During such suspension, no compensation or deliverables shall be due for the affected period. Verba will provide notice of suspension and will notify you when participation may resume.

6. General Terms

6.1. No Employment or Partnership

Nothing in these Terms shall be construed to create any employment, partnership, joint venture, agency, or fiduciary relationship between you and Verba. You shall not hold yourself out as an employee or agent of Verba under any circumstances.

6.2. Confidentiality

You agree not to disclose any non-public information shared by Verba, including internal guidelines, compensation terms, upcoming features, or strategy, without Verba's prior written consent.

If you are granted access to any unreleased features, testing environments, internal product documentation, pre-launch materials, or strategic communications, you agree to treat such materials as strictly confidential and not to share, reproduce, or disclose them publicly or to any third party without Verba's explicit prior written consent.



Any breach of this confidentiality obligation may result in immediate termination from the Program and permanent disqualification from future collaborations with Verba, without compensation, in addition to any other legal remedies available.

6.3. Disclaimer of Warranties

Participation in the Program is at your own risk. Verba makes no guarantees or representations regarding the level of exposure, success, or income that may result from your participation.

6.4. Limitation of Liability

To the maximum extent permitted by law, Verba shall not be liable for any indirect, incidental, special, or consequential damages, or for any loss of profits, data, or goodwill arising out of or in connection with the Program, regardless of the legal theory.

6.5. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of **Delaware, United States**, without regard to conflict-of-law rules. Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

6.6. Entire Agreement

These Terms, together with any official Program guidelines communicated in writing, constitute the entire agreement between you and Verba and supersede all prior agreements or understandings relating to the Program.

6.7. No Waiver

Any failure by Verba to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

6.8. Assignment

You may not assign or transfer your rights or obligations under these Terms without Verba's prior written consent. Verba may freely assign these Terms without restriction.

6.9. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



6.10. Force Majeure

Verba shall not be liable for any delay or failure to perform any obligation under these Terms if such delay or failure results from circumstances beyond Verba's reasonable control, including but not limited to natural disasters, war, terrorism, acts of government, pandemics, or internet service disruptions. In such cases, Verba may suspend obligations without liability for the duration of the force majeure event.