



# MyBrandForce Brand Agent Code of Conduct

Effective date: 19-Jan-2024

In crafting the MyBrandForce Brand Agent Code of Conduct, we lay the foundation for ethical, responsible, and professional behavior expected from each independent contractor (“Brand Agent”) using our digital platform (“Services”) to deliver retail services (“Missions”) on behalf of MyBrandForce and, by extension, our customers. The Brand Agent Code of Conduct reflects our commitment to maintaining the highest standards of conduct in all interactions, both online and offline.

## Zero Tolerance Policy

At MyBrandForce, we care about safety and that is why we have a zero-tolerance policy for anyone creating an unsafe environment when using our platform.

MyBrandForce maintains a “Zero Tolerance Policy” prohibiting Brand Agents from performing Mission services while under the influence of alcohol, illegal drugs or lawful drugs that impair Brand Agents’ ability to safely perform their services.

Anyone who reasonably suspects a Brand Agent of being under the influence of alcohol or drugs may report the Brand Agent to the **MyBrandForce Care Team** at [basupport@mybrandforce.com](mailto:basupport@mybrandforce.com). Upon receiving the report, MyBrandForce will promptly suspend the Brand Agent’s access to the Services pending further investigation.

MyBrandForce may suspend access to its Services for any Brand Agent or other user of the platform found to be reporting an alleged violation of this zero-tolerance policy, where the Brand Agent or other user of the platform knows the report to be unfounded, or based the report on an intent to inappropriately deny a Brand Agent access to the MyBrandForce App.

## Harassment Policy

As a Brand Agent, you understand that MyBrandForce maintains a strict policy prohibiting sexual harassment, sexual misconduct, and other harassment against or by Brand Agents, customers, store employees, or anyone else who a Brand Agent may come into contact on their Missions or while providing services, based on any legally-recognized basis, including, but not limited to, their race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex and gender, pregnancy, gender identity and gender expression, age, sexual orientation, military and veteran status, immigration status or any other consideration protected by federal, state or local law. All such harassment is prohibited.

If such harassment occurs while the Brand Agent is performing a Mission or is directed toward any Brand Agent or another third party interacting with the Brand Agent or the MyBrandForce Services, the procedures in this policy should be followed.

As defined by the National Sexual Violence Resource Center (NSVRC):

- **Sexual assault** is physical or attempted physical conduct that is sexual in nature and without the consent of the user. Sexual in nature could be, but is not limited to, the context of body parts such as the mouth, breasts, buttocks, or genitalia.
- **Sexual misconduct**, including **sexual harassment**, is non-physical conduct (verbal or staring) of a sexual nature that is without consent or has the effect of threatening or intimidating a user against whom such conduct is directed. This includes explicit or non-explicit verbal comments, such as flirting, personal comments on appearance, and inquiries on relationship status. Sexual harassment includes unwelcome sexual experiences that do not involve physical contact, such as sexual advances, requests for sexual favors, and sexual comments.

The following are examples of sexual assault and sexual misconduct. This is not intended to be an exhaustive or exclusive list when determining whether there has been a violation of this policy:

- Physical touching, groping, pinching, kissing, hugging, patting, tickling, brushing against another person's body, assault, coerced sexual acts, impeding or blocking movements;
- Unwanted advances or propositions, such as repeated requests for dates or sexual favors; suggestive or obscene messages or invitations;
- Non-verbal conduct such as staring, leering, or gestures;
- Catcalling (shouting, yelling, whistling);
- Unwanted sharing or display of visuals that are sexually suggestive (objects, posters, cartoons, pictures, or drawings);
- Verbal conduct such as lewd remarks, sex-based epithets, obscene comments, derogatory comments, sexually degrading words, slurs, sexual jokes, innuendo, or unwanted flirtations;
- Graphic comments about an individual's body, sexual prowess, or sexual deficiencies;

- Retaliation for reporting harassment or threatening to report sexual harassment. Conduct may constitute harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire.

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Other types of harassment include conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings, or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Any Brand Agent, customer, or other user of the Services who experiences sexual or other harassment may submit a complaint to the **MyBrandForce Care Team** at [basupport@mybrandforce.com](mailto:basupport@mybrandforce.com). MyBrandForce will keep all such complaints confidential to the extent possible. After receiving a complaint of harassment, MyBrandForce will conduct a fair, timely, and thorough investigation to reach reasonable conclusions and take proper remedial action based on the information collected. No person utilizing the MyBrandForce platform shall be retaliated against because of making a good faith complaint of sexual or other harassment, or for participating in a subsequent investigation.

## Restricted Activities

With respect to your use of the MyBrandForce Platform, MyBrandForce Services, Third-Party Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the MyBrandForce Platform or the servers or networks connected to the MyBrandForce Platform;
- e. post Information or interact on the MyBrandForce Platform, MyBrandForce Services, or Third-Party Services in a manner that is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. provide fraudulent, false or misleading information in your completed Mission, including data, photos, videos or scans;
- g. submit or attempt to submit Mission responses from a location other than the one specified in the Mission details;
- h. use the MyBrandForce Platform in any way that infringes any third party's rights, including intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- i. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the MyBrandForce Platform or any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;

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- j. forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted through the MyBrandForce Platform;
  - k. “frame” or “mirror” any part of the MyBrandForce Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us to direct any person to any other website for any purpose;
  - l. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the MyBrandForce Platform;
  - m. rent, lease, lend, sell, redistribute, license or sublicense the MyBrandForce Platform or access to any portion of the MyBrandForce Platform;
  - n. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, copy, access, acquire information, generate impressions or clicks, input or store information, search, monitor any portion of the MyBrandForce Platform, or in any way reproduce or circumvent the navigational structure or presentation of the MyBrandForce Platform or its contents;
  - o. link directly or indirectly to any other websites;
  - p. transfer, lend, or sell your User account, password and/or identification, or any other User’s Information to any other party;
  - q. use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or otherwise omit, misrepresent, or mislead as to the origin or source of any entity accessing the MyBrandForce Platform;
  - r. discriminate against or harass anyone based on race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age or sexual orientation;
  - s. violate any of the Referral Program rules if you participate in the Referral Program;
  - t. commercialize our MyBrandForce Services or Third-Party Services without an agreement directly with MyBrandForce;
  - u. misuse or abuse the MyBrandForce Services or Third-Party Services in violation of eligibility requirements as determined by MyBrandForce;
  - v. violate MyBrandForce’s Policy Against Sexual Assault, Misconduct, and Harassment, defined above;
  - w. circumvent any measures implemented by MyBrandForce to prevent or address violations of this Agreement; or
  - x. cause any third party to engage in the restricted activities above.

Should you suspect that any unauthorized party may be using your User account, or you suspect any other breach of security or violation of this Agreement, you agree to notify us immediately.

## Brand Agent Representations, Warranties and Agreements

By providing Mission Services as a Brand Agent on the MyBrandForce Platform, you represent, warrant, and agree that you will not:

- a. Engage in reckless behavior while delivering Mission Services as a Brand Agent while under the influence of alcohol or drugs.
- b. Take action that harms or threatens to harm the safety of the MyBrandForce community or third parties.
- c. Attempt to defraud MyBrandForce or MyBrandForce Clients on the MyBrandForce Platform or in connection with your provision of Mission Services. This includes completing Missions from a location other than that associated with the Mission, submitting false or fraudulent responses on a Mission, or submitting false or fraudulent photographs as part of the Mission. If we suspect that you

have engaged in fraudulent activity, we may withhold applicable Fees or other payments for the Mission(s) in question and take any other action against you available under the law.

You agree that we may obtain information about you, including your criminal records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

By accepting a Mission, you agree to perform that Mission in a safe, courteous, lawful and professional manner and to follow all rules and instructions or commands provided to you by any third party employee, officer, or other agent you encounter while visiting the premises or facilities of any third party, including stores, markets, gas stations, stadiums, warehouses, or other types of retail, commercial or residential establishments, properties or facilities.

If requested to leave any such third-party location, you must do so promptly and courteously and without argument. You understand and agree that you will be solely liable for any violation of these requirements, including any actual or alleged trespass, threats, assault, battery, or other misconduct by you.

You will pay all applicable federal, state, and local taxes based on your provision of Mission Services and any payments received by you.

You will comply with MyBrandForce's reasonable requests to provide information in connection with complaints, law enforcement requests, or any other incident.

The MyBrandForce Brand Agent Code of Conduct outlines the rules we all need to follow to maintain a decent and respectful environment. It's a guide for everyone in our community to act with integrity and responsibility. Let's stick to these principles to ensure a positive atmosphere and build trust among ourselves. By following these standards, we contribute to a community that's straightforward, respectful, and committed to the success of everyone involved.