



TERMS OF SERVICE

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Terms of Service for Every User

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YOU AGREE TO THESE TERMS BY USING OUR WEBSITE – PLEASE READ THEM CAREFULLY.

These Terms of Service for all Users govern your use of FansPeople and our relationship with you.

The interpretation of the Terms of Service is as follows:

1. Our website is referred to as "FansPeople", including when accessed via the URL www.FansPeople.com;
2. The terms "we", "our", and "us" refer to World Developer Ltd, the company that operates FansPeople;
3. "Content" refers to any photos, videos, audio (such as music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever uploaded to FansPeople by any User (whether a Creator or a Fan);
4. "Creator" refers to a User who has set up their FansPeople account as a Creator account in order to post Content for other Users to observe;
5. The term "Fan" refers to a User who follows a Creator and has access to the Creator's Content;
6. "Fan/Creator Transaction" refers to any transaction between a Fan and a Creator on FansPeople through which access is granted to the Creator's Content, including: (i) a Subscription, (ii) payments made by a Fan to view a Creator's pay-per-view Content (pay-per-view media and pay-per-view live stream), and (iii) use by the Fan of the fan interaction function on a Creator's account;
7. "Fan Payment" refers to any and all payments made by a Fan to a Creator (i) as part of a Fan/Creator Transaction, or (ii) as a gratuity for a Creator;
8. A User who participates in the FansPeople Referral Program is a "Referring User"
9. "Standard Contract between Fan and Creator" refers to these terms, which govern every Fan/Creator Transaction;
10. "Subscription" refers to a Fan's subscription to a Creator's account (whether paid or unfunded, for one month or as part of a bundle of subscriptions for more than one month);
11. "Terms of Service" (also referred to as "your agreement with us") refers to the legally binding agreement between you and us that consists of: (i) these Terms of Use for all Users, (ii) Terms of Use for Fans, (iii) Terms of Use for Creators, (iv) Privacy Policy, (v) Acceptable Use Policy, (vi) Referral Program Terms, (vii) Complaints Policy, (viii) Platform to Business Regulation Terms; and (ix)
12. The term "United Kingdom" refers to the United Kingdom of Great Britain and Northern Ireland.
13. "User" refers to any Creator, Fan, or both who uses FansPeople (also referred to as "you" or "your").

FansPeople is operated by **WORLD DEVELOPER LTD, 20-22 Wenlock Road, London (N1 7GU), REGISTRATION NUMBER: 11153627.**

If you have any queries regarding FansPeople, please send an email to info@FansPeople.com. If you are unable to reach us via email, please write to us at the following address: 20-22 Wenlock Road, London, England (N1 7GU).

How we may modify the Terms of Service: We may modify any portion of the Terms of Service without prior notice under the following conditions:

- a) to reflect changes in laws and regulatory requirements applicable to FansPeople and its services, features, and programs, when such changes require FansPeople to modify its terms and conditions in a manner that prevents us from providing you with reasonable notice; and
- b) addressing an unanticipated and imminent threat related to protecting FansPeople, Fans, and Creators from fraud, malware, spam, and other cybersecurity threats.

We may also make other changes to the Terms of Service, and we will provide you with reasonable notice by email or via FansPeople. You may contact us to terminate your agreement with us prior to the changes taking effect. If you continue to use FansPeople after any revised Terms of Service take effect, you agree to be bound by them.

FansPeople may be modified, suspended, or withdrawn for any reason, such as to reflect changes in our services, Users' needs, and our business practices, or to improve performance, enhance functionality, or resolve security concerns. We will attempt to give you adequate notice of any significant alterations. We do not guarantee that FansPeople or any Content on it will be continuously accessible or available. We may suspend, remove, or limit access to all or a portion of FansPeople for business or operational reasons. We will attempt to provide you with adequate notice of any suspension or withdrawal that affects you.

Registering with FansPeople: Before using FansPeople, you must register and establish a user account. You must provide a legitimate email address, a valid username, and a valid password, or authenticate with a valid Twitter or Google account. Your password must be unique (i.e., distinct from those used on other websites) and conform to the technical requirements of the

FansPeople website for password composition. To sign up as a User:

- a) You must be at least 18 years old, and proof of age will be required;
- b) if the laws of the country or State/province in which you reside require you to be older than 18 to be legally bound by a contract with us, then you must be old enough to be legally bound by a contract with us under the laws of the country or State/province in which you reside; and
- c) You must be permitted by the statutes of the country or state/province in which you reside to join FansPeople, view any Content on the site, or use any of its functionality.
- d) You must provide any additional information or verification documents that we request.

If you do not fulfill the requirements listed above, you are not permitted to access or use FansPeople.

Your obligations to us.

When you sign up for and use FansPeople, you agree to the following obligations:

- a) If you previously had a FansPeople account, you affirm that it was never terminated or suspended for violating our terms or policies.
- b) You will ensure that all information you submit to us is accurate, forthright, and comprehensive.
- c) You will promptly amend any information you have submitted to us in the event that it changes.
- d) You consent to receiving electronic communications from us, including emails and messages posted to your FansPeople account, and to the processing of your personal data in accordance with our Privacy Statement.
- e) You will keep your account/login details, including your user details, passwords, and any other information that is part of our security procedures, confidential and secure, and you will not disclose them to anyone. If you believe someone has or is using your account without your permission, or if your account has been compromised in any other way, you will notify info@FansPeople.com immediately. You also agree to log out of your account at the end of each session and to exercise extra caution when accessing your account from a public or shared computer so that others cannot access, view, or record your password or other sensitive information.
- f) You are responsible for all activity on your account, even if someone else uses it in violation of the Terms of Service.
- g) You will abide by these Terms of Service for all Users, our Acceptable Use Policy, and all other applicable sections of the Terms of Service when using FansPeople.

Include the right to suspend or terminate your account:

- We reserve the right, but have no obligation, to moderate or evaluate your Content for compliance with the Terms of Service (including, in particular, our Acceptable Use Policy) and/or any applicable law.

It is our policy to suspend access to any Content you post on FansPeople of which we become aware may violate the Terms of Service (including, in particular, our Acceptable Use Policy) and/or any applicable law while we investigate the suspected non-compliance or illegality of such Content. You may request a review of our decision to suspend access to any of your Content by contacting us at info@FansPeople.com if we suspend access to any of your Content. Following our investigation into the suspected noncompliance or illegality of the relevant Content, we may take any action we deem appropriate, including re-enabling access to the Content or permanently removing or disabling access to the relevant Content, without your consent or prior notice. You agree to promptly and at your own expense provide us with all reasonable assistance in our investigation, including providing copies of any information we request. We are not liable for any loss you incur as a result of the suspension of access to your Content or any other actions we take in good faith to investigate any suspected noncompliance or unlawfulness of your Content in accordance with this section.

If we delete or suspend access to any of your Content, we will notify you via email or electronic message to your FansPeople account, but we are not required to provide you with prior notice.

We reserve the right, at our sole discretion, to terminate your agreement with us and your access to FansPeople at any time by sending you an email or electronic message to your FansPeople account 30 days in advance. We may also suspend access to your User account or promptly terminate your agreement with us and your access to FansPeople:

if we believe that you have or may have seriously or repeatedly violated any part of the Terms of Service (including our Acceptable Use Policy), or if you attempt or threaten to violate any part of the Terms of Service in a manner that has or could have severe consequences for us or another User; or

If you take any action that, in our opinion, has caused or is reasonably likely to cause us to suffer a loss or degrades the reputation of FansPeople in any way, you will be liable for damages.

We will notify you if we suspend access to your User account or terminate your agreement with us and your access to FansPeople. During any period in which access to your User account is suspended, any Fan Payments that would have been due during the suspension period will be suspended, and we may withhold all or a portion of the Creator Earnings due to you but not yet paid out in accordance with the *“Terms of Service for Creators”*.

You will no longer have access to your Content following the termination of your account, and we reserve the right to dispose of your Content in accordance with our Privacy Statement, which may include deleting it. There is no technical capability on FansPeople that would allow you to access your Content after account termination.

We can investigate any suspected or alleged misuse, abuse, or illegal use of FansPeople in conjunction with law enforcement agencies.

We may disclose to law enforcement agencies any information or records in our possession or control regarding your use of FansPeople in connection with any investigation of suspected or alleged illegal activity, to protect our legal rights or interests, or in response to legal process.

We reserve the right to alter the third-party payment processors used to process payments on FansPeople, and if we do so, we will notify you and update your account accordingly.

Other than Content (which is owned by or licensed to Creators), we and/or our licensors own all rights to FansPeople and its entire contents, features, databases, source code, and functionality. This material is protected by copyright as well as trademark, trade secret, and other intellectual property laws.

We are the sole and exclusive proprietors of any anonymized data relating to your use of FansPeople, and we reserve the right to use such data for any purpose, including commercial, development, and research purposes.

What we are not responsible for: We will use reasonable care and expertise when providing you with FansPeople, but we are not responsible for the following:

We do not authorize or approve Content on FansPeople, nor do the views expressed by Creators or Fans on FansPeople necessarily reflect our own.

We grant you no rights with respect to Content. Creators are the only parties who may grant you such rights.

Your Content may be viewed by those who are aware of your identity. If you are identified based on your Content, we will bear no responsibility whatsoever. While we may, at our sole discretion and from time to time, offer geofencing or geolocation technology on FansPeople, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claim against us arising from your use of or reliance on any geofencing or geolocation technology on FansPeople.

Users, not ourselves, create, select, and provide all Content. We are not responsible for evaluating or moderating Content, nor do we choose or alter Content that is stored or transmitted via FansPeople. We are not required to monitor Content or identify violations of the Terms of Service (including the Acceptable Use Policy).

You acknowledge that you are under no obligation to follow any suggestions, comments, reviews, or instructions provided by another User of FansPeople, and if you choose to do so, you do so at your own risk.

We make no promises or guarantees that Creators or Referring Users will earn a specific amount of money (or any money) through their use of FansPeople (including the FansPeople Referral Program).

The content made available to Users on FansPeople is for informational purposes only. We make no representations or warranties as to the accuracy or otherwise of such materials, nor do we guarantee that Users will attain a particular result or outcome from using such materials.

FansPeople's compatibility with all devices and operating systems is not guaranteed. You must configure your information technology, device, and computer programs in order to access FansPeople. You should utilize your own anti-virus software.

We are not responsible for the availability of the internet or any errors that may occur in your connections, device or other equipment, or software as a result of using FansPeople.

While we make every effort to ensure that FansPeople is secure and free of flaws and viruses, we cannot guarantee this and have no control over the Content provided by Creators.

We are not liable for any lost, stolen, or compromised User accounts, passwords, or email accounts, as well as any resulting unauthorized activities, payments, or withdrawals.

You acknowledge that once your Content has been posted on FansPeople, we cannot control and are not responsible for how other Users or third parties utilize it. You may delete your account at any time, but you acknowledge that this will not prevent the distribution of any of your Content that was recorded by other Users in violation of the Terms of Service or by third parties prior to the deletion of your account.

Rights to intellectual property – ownership and licenses:

You confirm that you are the owner of all intellectual property rights (such as copyright and trademarks) in your Content, or that you have obtained all rights to your Content required to grant licenses to us and other Users. This includes any rights necessary to engage in the acts in any territory where FansPeople is accessible, including the United States, the United Kingdom, and the European Union.

You agree to grant us a license to perform any act restricted by any intellectual property right (including copyright) in your Content, for any purpose reasonably related to the provision and operation of FansPeople. Such acts include reproduction, public availability and communication, display, performance, distribution, translation, and the creation of adaptations or derivative works based on your Content, as well as any other use of your Content.

This license is perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable, and transferable by us. This means that the license will continue even after your agreement with us expires and you cease using FansPeople, that we are not required to pay you for the license, and that we can sub-license your Content or assign or transfer the license to another party. This license permits us, for instance, to add decals, text, and watermarks to your Content, to make your Content accessible to other FansPeople Users, and to use your Content for other normal FansPeople operations. We will never sell your Content to other platforms, but in the event of a sale of our company or its assets to a third party, we may sell or transfer any license you grant to us in the Terms of Service.

While we do not own your Content, you grant us the limited right to submit notifications of infringement (including of copyright or trademark) on your behalf to any third-party website or service that hosts or otherwise deals in unauthorized reproductions of your Content. We are not required to do so, but we reserve the right to submit or withdraw any such notification to any third-party website or service whenever we deem it appropriate. Nevertheless, we do not and are not required to monitor infringements of your Content. You agree that, upon our request, you will provide us with all consents and other information that we may reasonably require in order to submit notifications of infringement on your behalf. Please refer to our Complaints Policy for information on how to file a complaint regarding a violation of intellectual property rights.

You waive any moral rights you may have under applicable law to object to derogatory treatment of Content you have posted to FansPeople. This waiver in no way affects your ownership of intellectual property rights in your Content or your right to prohibit unauthorized duplication of your Content. The waiver is intended to enable us to add watermarks, stickers, or text to your Content when dealing with your Content.

References to FansPeople:

- a) You may link to the FansPeople homepage so long as you do so in a way that is fair, lawful, and does not damage our reputation or take advantage of it. However, you may not establish a link in such a way as to imply any form of association, approval, or endorsement on our part.
- b) If you are a Creator, you must comply with both our Terms of Service and the terms of service of any other website on which you link to or otherwise promote your Creator account. You may not impersonate FansPeople or imply that we are promoting your Creator account if this is not the case when promoting your Creator account. You are not permitted to promote your FansPeople account via Google Ads or any comparable advertising platform or search engine advertising service.

If FansPeople contains links to other sites and resources provided by third parties, they are provided solely for your convenience. Such links should not be construed as our endorsement of the linked websites or any information obtained from them. We have no control over the content of these websites or resources and assume no liability for them or any loss or damage that may result from your use of them. If you decide to access any of the third-party websites linked to FansPeople, you do so entirely at your own risk and subject to their respective terms and conditions of use.

FansPeople may permit Creators to register or use domain names that contain the FansPeople trademark or a confusingly similar term in certain circumstances. You may not, however, register such a domain name unless:

The Creator has registered the domain name.

The domain name forwards to the Creator's profile on FansPeople. Domain names containing the FansPeople trademark or a confusingly similar term are prohibited from resolving to any other website, including link aggregators.

The Creator obtains written permission from FansPeople in advance and executes a license agreement.

Please contact info@FansPeople.com if you wish to register a domain name containing the FansPeople trademark or a confusingly similar term. FansPeople may file a domain dispute against the registrant if they fail to comply with these terms or the licensing agreement.

How can I cancel my account?

In the 'User Account' component of your FansPeople profile, you can delete your account.

If you are a Fan, your account will be deleted within a reasonable amount of time following your request.

Once you initiate the "delete account" procedure as a Creator, your account will remain open until the last day of your Fans' paid Subscription period, after which you will receive your final payment and your account will be deleted.

If you are both a Fan and a Creator, your account will be deleted in two phases (Fan account first, then Creator account).

Once your account has been terminated, you will no longer be charged or have access to your former FansPeople account or its Content. Additionally, all subscriptions will be deleted and cannot be renewed. You will receive an email confirmation once your account has been successfully deleted. Once your account has been terminated, we may dispose of your Content in accordance with our Privacy Statement (including deleting it), and you will no longer have access to your Content. There is no technical capability on FansPeople that would allow you to access your Content after account termination.

Who is liable for any loss or damage you may incur?

Whether you are a consumer or a business User, we do not limit or exclude our liability to you where it would be illegal to do so. This includes (i) liability for death or personal injury resulting from our or our employees', agents', or subcontractors' negligence, and (ii) fraud or fraudulent misrepresentation.

If you are a consumer User, you agree to the following terms:

We and our subsidiary companies, employees, owners, representatives, and agents are not liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings resulting from or relating to your use of FansPeople.

If you are a commercial User, you agree to the following terms:

We, along with our subsidiaries, employees, proprietors, representatives, and agents, are the following:

To the extent permitted by law, we exclude all implied conditions, warranties, representations, and other terms that may apply to FansPeople or any content on it. This means that if the Terms of Service do not expressly include a promise or commitment from us, then the law cannot imply one;

We are not liable for any loss or damage you incur that is not a reasonably foreseeable consequence of our breach of the Terms of Service or our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is apparent that it will occur or if both we and you knew it was possible when you agreed to the Terms of Service.

Even if foreseeable, for any loss or injury arising out of or in connection with:

1. FansPeople, or any of its services, features, or initiatives; or
2. your reliance on or use of any content (including Content) stored on FansPeople;
3. will not be responsible for any:
4. loss of earnings;
5. loss of revenue, sales, or commerce;
6. business disturbance;
7. a reduction in anticipated savings;
8. loss of business opportunities, reputation, or benevolence;
9. loss of information or data, including Content; or
10. indirect or consequential loss or damage;

FansPeople is not responsible for any loss or damage caused by a distributed denial-of-service attack, virus, malware, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of FansPeople or any of its services, features, or programs, or your downloading of any material posted on it, or on any website linked to it.

will not be liable to you if your Content is reproduced, distributed, or reposted by another User or a third party, or if its copyright is violated;

will not be liable for any disclosure of your identity or personal information by other Users or third parties without your consent (also known as "doxing");

We are not liable to you for any failure or delay on our part to comply with any portion of the Terms of Service caused by circumstances beyond our control. If we fail or are delayed in complying with any portion of the Terms of Service as a result of an event beyond our reasonable control, we will notify you as soon as possible and take measures to mitigate the impact of the delay.

Our total liability to you for all claims arising out of or relating to our agreement shall be limited to the greater of:

- 100% of the total fees you paid to us for use of FansPeople; and
- EUR 5,000.

General:

- You concur that:
 - If any portion of your contract with us is found to be unenforceable, the remainder will remain in effect.

Our failure to enforce any portion of your agreement with us will not constitute a waiver;

All rights not expressly granted to you are reserved by us.

No implied licenses or other rights are granted to you with respect to any portion of FansPeople, except as expressly provided for in the Terms of Service.

Your agreement with us does not grant any rights to third parties, except that our subsidiary companies, employees, owners, representatives, and agents may enforce the exclusions and limitations of liability in section *“Who is responsible for any loss or damage you suffer”* and the terms in section *“Terms relating to disputes”*.

Without our prior written consent, you cannot transfer your rights or obligations under the terms of your contract with us.

Our rights and obligations under our agreement with you are assignable and transferable. This could occur, for instance, if our ownership changes (through a merger, acquisition, or transfer of assets) or if the law requires it. Moreover, we may choose to delegate the performance of any of our obligations under our agreement with you to a third party, but we will remain responsible to you for the performance of such obligations.

The Terms of Service constitute the entire agreement between us and you regarding your access to and use of FansPeople, superseding any prior oral or written agreements or understandings between us and you.

Disputes – the law that governs your agreement with us and the location where disputes and claims concerning your use of FansPeople (including those arising out of or relating to your agreement with us) may be brought:

For patrons (Fans):

- **Consumer Protection:**
 - If you are a consumer, your agreement with us is governed by English law, and English law applies to (i) any claim you have arising out of or in connection with your agreement with us or your use of FansPeople, and (ii) any claim we have against you arising out of or in connection with your agreement with us or your use of FansPeople (including, in both cases, non-contractual disputes or claims). You will also be able to rely on the mandatory laws of the country in which you reside.

- **Where consumer claims must be brought:**
 - If you are a consumer resident in the United Kingdom or the European Union, any claim you have or we have arising out of or in connection with your agreement with us or your use of FansPeople (including, in both cases, non-contractual disputes or claims) may be brought in the courts of England and Wales or your home country.
 - If you are a consumer resident outside the United Kingdom or the European Union, you must bring any claim arising out of or in connection with your agreement with us or your use of FansPeople (including non-contractual disputes or claims) in the courts of England and Wales.

- **For enterprise Users (creators and referrers):**
 - Business Users – Law:
 - If you are a business User, your agreement with us is governed by English law, and English law will apply to (i) any claim that you have arising out of or in connection with your agreement with us or your use of FansPeople, and (ii) any claim that we have arising out of or in connection with your agreement with us or your use of FansPeople (including, in both cases, non-contractual disputes or claims), without giving effect to any conflict of law provisions.
 - Business Users - for whom claims must be made:
 - If you are a business User, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or relating

to your agreement with us (including its subject matter or formation) or your use of FansPeople.

Unless prohibited by applicable law, you must file any claim or cause of action you have against FansPeople (including those arising out of or related to your agreement with us) within one year of the date on which the claim or cause of action arose or the date on which you learned of the facts giving rise to the cause of action, whichever is earlier, or it will be forever barred.

Additional terms that are part of your agreement with us: These Terms of Service apply to all Users and regulate your agreement with us. The following additional terms and policies comprising part of the Terms of Service will also apply to you and form part of your agreement with us:

Additional terms apply if you utilize FansPeople as a Fan;

Additional terms that apply if you use FansPeople as a Creator can be found in the Terms of Service for Creators.

Privacy Policy – which applies to all Users and explains how we use your personal information and other data we collect about you;

Acceptable Use Policy – which applies to all Users and specifies what is and is not permitted on FansPeople;

Referral Program Terms – which outline the conditions applicable if you participate in the FansPeople Referral Program;

Complaints Policy - which outlines the procedure for filing a complaint regarding any aspect of FansPeople, as well as how we will handle the complaint;

Our Community Guidelines provide additional terms and direction for your interactions with FansPeople.

In the event of a conflict between these Terms of Use for all Users and any of the terms or policies listed in section “Terms of Use for all Users shall govern”.

Updated last in January 2023

TERMS OF USE FOR FANS

YOU AGREE TO THESE TERMS BY USING OUR WEBSITE AS A FAN – PLEASE READ THEM CAREFULLY.

These Additional Terms of Service for Fans apply if you use FansPeople as a Fan (also referred to as "you" and "your" in these Additional Terms of Service for Fans). These Fan Terms of Service are incorporated into your agreement with us.

In these Terms of Service for Fans, defined terms have the same meanings as in the Terms of Service for all Users. In addition to that:

"VAT" refers to United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed, as well as any equivalent or similar indirect government, state, federal, provincial, or municipal tax, charge, duty, impost, or levy in any other jurisdiction; and

"Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities imposed by the United Kingdom or any other jurisdiction, regardless of where they are imposed.

Additional terms that apply to your use of FansPeople: You agree that the following terms apply to your use of FansPeople:

- Our User Agreement for all Users;
- Our Privacy Policy – which explains how we use your personal information and other data we collect about you;
- Our Acceptable Use Policy, which specifies what you may and may not do on FansPeople;
- Our Complaints Policy – which outlines the process for submitting a complaint regarding any aspect of FansPeople and how we will handle the complaint;

The Standard Contract between Fan and Creator - which is not part of your agreement with us, but governs and specifies the terms applicable to each Fan/Creator Transaction you enter into on FansPeople; and

Our Community Guidelines provide additional terms and direction for your interactions with FansPeople.

Additional terms that may apply to your use of FansPeople: The following terms may also apply to your use of FansPeople:

- If you are also a Creator, the Terms of Service for Creators govern your use of FansPeople;
- If you are a Creator based in the European Union or the United Kingdom, the Platform to Business Regulation Terms also apply to you; and
- The Referral Program Terms will govern your use of the FansPeople Referral Program if you participate in the FansPeople referral program.
- Your promises to us: You warrant (that is, make a legally binding promise) that:
 - you are older than 18 years;
 - if the laws of the country or state/province where you reside require that you be older than 18 to be legally bound by a contract, then you are old enough to be legally bound by a contract under the laws of the country or state/province where you reside;
 - You will provide any additional information or verification documents that we request.
 - You are permitted by the laws of the country or state/province in which you reside to join FansPeople, view any Content on the site, and use any of its features; and
 - You are able and willing to pay (where applicable) to view Content on FansPeople that you wish to view and to use any functionality provided by FansPeople that you wish to use.

Additional to the terms set forth elsewhere in the Terms of Service (particularly in our Acceptable Use Policy), the following terms apply to Content posted, displayed, uploaded, or published by you as a Fan on FansPeople:

You represent and warrant (which means you make a legally binding promise to us) that for each piece of Content you post, display, submit, or publish on FansPeople:

The Content complies in full with the Terms of Service (and our Acceptable Use Policy in particular);

you own your Content (and all intellectual property rights therein) or you have a valid license to use it; and

You have secured all necessary rights, licenses, documented consents, and releases for the use of third-party property in your Content and for the subsequent use and exploitation of that Content on FansPeople.

We are not liable for and do not endorse any Content posted by you or any other FansPeople user. We are under no obligation to monitor any Content and have no direct control over the nature of your Content.

You acknowledge that you are aware that some Content on FansPeople contains mature material, and you agree to consider this when deciding where to access and view Content. If you access or view adult-oriented content in a manner that violates a contract you have with a third party (such as your employment contract) or any applicable law, we are not liable for any loss or damage you may incur as a result.

This section describes the terms applicable to Fan Subscriptions and Purchases:

All Fan/Creator Transactions are governed by the Standard Contract between Fans and Creators. Although we facilitate Fan/Creator Transactions by providing the FansPeople platform and storing Content, we are not a party to the Standard Contract between Fan and Creator or any other contract that may exist between a Fan and Creator, nor are we liable for any Fan/Creator Transactions.

Creators are solely responsible for determining (within FansPeople's pricing parameters) the prices applicable to Fan/Creator Transactions and the Content to which you may be granted access. All prices are listed in euros only.

Fan Payments are exclusive of value-added tax, which shall be added at the applicable rate.

To engage in a Fan/Creator Transaction with a specific Creator, you must first add a payment card to your account and then select the 'Subscribe' button on their profile.

You authorize us and our subsidiary entities to provide your credit card information to a third-party payment processor in order to process your Fan Payment. All Fan Payments are processed in euros. Your credit card issuer may impose currency conversion fees. We have no control over currency exchange rates or fees imposed by your payment card provider or bank, and neither we nor any of our subsidiary companies will be responsible for paying any such fees or charges.

If you provide details of two or more payment cards, and you attempt to make a Fan Payment using the first card and it is rejected for any reason, the other payment card will be used to collect the full Fan Payment.

The payment provider will deduct (i) periodic payments from your credit card for Fan Payments that are Subscriptions, and (ii) immediate payments from your credit card for Fan Payments that are not Subscriptions (such as any gratuities you pay to a Creator). You authorize and assent to each of these charges being made using the payment card information provided.

Except for free-trial Subscriptions, all Subscriptions to a Creator's profile will renew automatically at the end of the relevant subscription period, unless your payment card is declined, the subscription price has increased, or you have deactivated the "Auto-Renew" switch on the relevant Creator's profile. This means that if you wish to cease subscribing to a Creator's profile and paying recurring monthly subscription fees, you must deactivate the "Auto-Renew" switch on the relevant Creator's profile.

If you cancel a Subscription, you will be able to view the relevant Creator's Content until the end of the subscription period in which you cancelled, after which no further payments will be taken from your payment card (unless you pay for a new Subscription to that Creator's profile), and you will no longer be able to view the relevant Creator's Content.

You agree not to make unjustified refund requests for Fan/Creator Transactions or tips to Creators, or unjustified chargeback requests to your payment card provider in relation to Fan/Creator Transactions or tips to Creators. If we determine that you have requested a refund or chargeback in bad faith, we reserve the right to suspend or terminate your User account.

Wallet credits:

- You can prepay a sum on FansPeople (referred to as "Wallet Credits"), which you can then use to make Fan Payments. Purchases on FansPeople cannot be split; if you attempt to make a purchase that costs more than the sum of your remaining Wallet Credits, your credit card will be charged the difference. Wallet Credits are subject to a maximum amount that we periodically designate. Wallet Credits do not accrue interest. Wallet Credits are non-refundable, meaning you cannot receive a refund for unused Wallet Credits.

Suspension of your User account:

- If we suspend your User account in accordance with our rights under the Terms of Service, we will suspend any Fan Payments that would have otherwise become due during the period of suspension of your User account.

Updated last in February 2023

TERMS AND CONDITIONS OF USE FOR CREATORS

YOU AGREE TO THESE TERMS BY USING OUR WEBSITE AS A CREATOR - PLEASE READ THEM CAREFULLY.

These Additional Terms of Service for Creators apply if you use FansPeople as a Creator (also referred to as "you" and "your" in these Additional Terms of Service). These Terms of Service for Creators are a part of the agreement between you and us.

In these Terms of Service for Creators, defined terms have the same meanings as in the Terms of Service for all Users. In addition to that:

"VAT" refers to United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed, as well as any equivalent or similar indirect government, state, federal, provincial, or municipal tax, charge, duty, impost, or levy in any other jurisdiction; and

"Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities imposed by the United Kingdom or any other jurisdiction, regardless of where they are imposed.

Additional terms that apply to your use of FansPeople: You agree that the following terms apply to your use of FansPeople:

Our User Agreement for all Users;

- Our Privacy Policy – which explains how we use your personal information and other data we collect about you;
- Our Acceptable Use Policy, which specifies what you may and may not do on FansPeople;
- Our Complaints Policy – which outlines the process for submitting a complaint regarding any aspect of FansPeople and how we will handle the complaint;
- The Standard Contract between Fan and Creator - which is not part of your agreement with us, but governs and specifies the terms applicable to each Fan/Creator Transaction you enter into on FansPeople; and

Our Community Guidelines provide additional terms and direction for your interactions with FansPeople.

Additional terms that may apply to your use of FansPeople: The following terms may also apply to your use of FansPeople:

- If you are located in the European Union or the United Kingdom, the Platform to Business Regulation Terms also apply to you;
- If you are also a Fan, the Fan Terms of Service govern your use of FansPeople as a Fan; and
- The Referral Program Terms will govern your use of the FansPeople Referral Program if you participate in the FansPeople Referral Program.

What are the fees charged to Creators for using FansPeople?

Twenty percent (20%) of all Fan Payments made to you (exclusive of any VAT element of the Fan Payment) is deducted as Our Fee, while the remaining eighty percent (80%) of the Fan Payment (exclusive of any VAT element of the Fan Payment) is paid to you (referred to as "Creator Earnings"). Our Fee encompasses the costs associated with providing, operating, and maintaining FansPeople, as well as storing your Content. Our Fee is deducted from the Fan Payment, and Creator Earnings are distributed as described in the section below titled Payouts to Creators.

To configure your account as a Creator account, follow these steps:

You must upload a valid form of identification and two photographs of yourself to your User account page in accordance with the requirements outlined here.

You must add a bank account or payment information for your bank account or a payment method to your User account page.

On your User Account page, you will need to select one of the FansPeople-provided methods for how your Creator Earnings will be transferred to you. These are referred to as Payout Options.

If you are VAT-registered in the United Kingdom, you must provide us with your legitimate UK VAT number. Regarding UK VAT, see the Promoting Tax Compliance and VAT section of these Terms of Service for Creators.

Depending on your country of residence, you may be required to submit additional information.

We may at any time request additional age or identity verification information. We may deny your request to create a Creator account for any reason, including those listed here.

Once you have set up your account as a Creator account, if you wish to charge your Fans a monthly subscription fee, you must determine the price of the subscription within the range permitted by FansPeople.

Users will then be able to subscribe to your account in order to become your Fans.

You can reset your password if you lose access to your account, but you must know the email address used to create the account. If you cannot recall the email address used to create the account, we may require you to submit identification documents, photographs, and any other documents we may deem necessary to confirm your identity and prevent fraud.

Creators' personal legal liability Only individuals can be Creators. Individually, each Creator is obligated by the Terms of Service. If an agent, agency, management company, or other third party helps you manage your Creator account (or manages it on your behalf), this does not effect your personal legal responsibility. You are legally responsible for ensuring that all Content posted and all use of your account adheres to the Terms of Service.

This section outlines the applicable terms for Fan/Creator Transactions:

All Fan/Creator Transactions are governed by the Standard Contract between Fans and Creators. Although we facilitate Fan/Creator Transactions by providing the FansPeople platform and storing Content, we are not a party to the Standard Contract between Fan and Creator or any other contract between a Fan and Creator, and we are not responsible for any Fan/Creator Transaction.

Fan Payments are exclusive of value-added tax, which shall be added at the applicable rate.

When you receive confirmation from FansPeople, either in the 'Statements' page of your User account or via email (or both), that the Fan/Creator Transaction has been confirmed, you must complete your part of the Fan/Creator Transaction (for example, by allowing the Fan to view the Content on your Creator account and/or by providing the customized Content paid for by the Fan and/or by allowing the Fan to use the fan interaction function paid for (as applicable)). You agree to indemnify us for any breach of this obligation, which means you are liable for any loss or damage (including loss of profit) we incur as a result of your failure to comply with this obligation.

Additional to the terms set forth elsewhere in the Terms of Service (particularly in our Acceptable Use Policy), the following terms apply to Content posted, displayed, uploaded, or published by you as a Creator on FansPeople:

Your Content is not confidential, and you permit your Fans to access and view it on FansPeople for their own lawful personal use, in accordance with any licenses you grant to your Fans.

You represent and warrant (which means you make a legally binding promise to us) that for each piece of Content you post, display, submit, or publish on FansPeople:

The Content complies in full of the Terms of Service (and our Acceptable Use Policy in particular);

You possess all necessary rights to license and trade your Content on FansPeople, including in all territories where you have Fans and the United Kingdom;

you either own your Content (including all intellectual property rights), or you have a valid license to offer and distribute it to your Fans.

You have secured all rights, licenses, documented consents, and releases required for the use of third-party property in your Content and for the subsequent use and exploitation of that Content on FansPeople; and

the Article is:

- acceptable quality, having regard to any description of the Content, the price, and all other relevant circumstances, including any statement or representation you make about the nature of the Content on your account or in advertising;
- reasonably suitable for any purpose disclosed by the Fan is the purpose for which the Fan is utilizing the Content; and
- as you have described it.

We are not liable for and do not endorse any Content posted by you or any other FansPeople user. We are under no obligation to monitor any Content and have no direct control over the nature of your Content.

You also consent to serve as the custodian of the Content you upload to FansPeople.

Promotion on FansPeople:

If you post or upload video Content to your Creator account that is intended to promote, directly or indirectly, a third-party's goods, services, or image in exchange for payment, other valuable consideration, or self-promotional purposes (including advertising, sponsorship, and product placement) (collectively "Advertising Content"), you must comply with the requirements set forth in sections "Terms of Service for Creators".

Requirements – Advertising Content You must ensure that any Advertising Content you post to your Creator account complies with the following requirements:

- does not:
- prejudice human integrity respect;
- include or promote discrimination on the basis of gender, race or ethnicity, nationality, religion or belief, disability, age, or sexual orientation;
- encourage conduct detrimental to health and safety;
- encourage behavior that is extremely detrimental to environmental protection;
- cause physical, mental or moral detriment to any person;
- Directly persuade individuals to purchase or rent products or services in a way that takes advantage of their inexperience or credulity;
- Encourage individuals to convince others to purchase or rent commodities or services;
- exploit the confidence of others; or
- disproportionately depict individuals in perilous situations;
- does not promote cigarettes and other tobacco products, electronic cigarettes and electronic cigarette refill containers, illegal drugs, or any medication that requires a prescription;
- does not promote, advertise, or facilitate illegal wagering,

The Advertising Content for alcoholic beverages does not target juveniles and does not promote excessive alcohol consumption.

Transparency requirement - Advertising Content Before posting or uploading any Advertising Content to FansPeople, you must include the hashtag #ad in the caption of the Advertising Content.

Collaborative Content:

If you upload Content to your Creator account which shows anyone other than or in addition to you (even if that person cannot be identified) ("Co-Authored Content"), you represent and warrant (which means you make a legally binding promise to us) that each individual shown in any Co-Authored Content uploaded to your account is i) a Creator on FansPeople; or ii) a consenting adult, and that you have verified the identity and age of each such individual and will continue to do so.

You further warrant that you have obtained and maintained written consent from each person depicted in your Co-Authored Content that such person:

express, prior, and informed consent to his or her appearance in the Co-Authored Content; and

has given permission for the Co-Authored Content in which they appear to be posted on FansPeople.

You agree that if you upload Co-Authored Content in which the other person or people appearing in the Content maintain a Creator account on FansPeople, you will tag the FansPeople account(s) of any person or people who can be identified from the Co-Authored Content.

If any Co-Authored Content is a work of joint authorship, you are solely responsible for obtaining any licenses or consents from any other joint authors of the Content that are sufficient to allow the Content to be uploaded and made available on FansPeople.

You agree that we will only pay Creator Earnings to the account associated with the Creator who uploaded the Co-Authored Content. The Creator who uploaded the Co-Authored Content is solely liable for dividing and distributing any revenue generated from the Co-Authored Content among the individuals depicted in the Co-Authored Content. Any such revenue-sharing agreement shall be a private, independent contract between you and the relevant individual(s), and we are not liable for providing or enforcing such agreements. You acknowledge and agree that you are not entitled to any Creator Earnings on Co-Authored Content in which you appear but which is posted on another Creator's account. If you upload Co-Authored Content to your account, you may be required to provide valid and complete legal information for all individuals who appear in the Co-Authored Content. If you fail to provide the requested information, we may delete the Co-Authored Content, restrict your rights and permissions to publish as a Creator, terminate your account, and/or withhold all or a portion of Creator Earnings earned but not yet paid to you.

You agree to indemnify and hold us harmless from any claims arising from Co-Authored Content. You agree that any claims related to Co-Authored Content will be brought against the Creator(s) who posted the Co-Authored Content or the individual(s) who appeared in the Co-Authored Content (as applicable).

Payments to Authors:

All Fan Payments will be collected by an authorized third-party payment processor.

If you select the Stripe Payment Option, Stripe will collect the Fan Payment and deposit the Creator Earnings into your bank account.

Where Stripe is not selected as the Payout Option, Our Fee will be deducted from the Fan Payment received, and your Creator Earnings will be held by us or one of our subsidiary companies.

Your Creator Earnings will be updated on your FansPeople account within a reasonable timeframe. After your Creator Earnings have been deposited into your FansPeople account, you will be able to withdraw them.

You must have at least the minimal payout amount in your FansPeople account in order to withdraw Creator Earnings. Please visit your account's Banking page to view the minimum withdrawal amount for your country of domicile and Payout Option.

The quantity displayed in your FansPeople account's 'current balance' is your Creator Earnings at the time in question. All Fan Payments and Creator Earnings are processed exclusively in EUR. If you have selected the "Stripe" Payout Option, Fan Payments and Creator Earnings will be displayed in your local currency at a Stripe-controlled exchange rate. Your bank may charge you conversion or transfer fees in order to receive the funds. In addition, your e-wallet provider may charge you a fee to access your funds. We have no control over currency exchange rates or fees imposed by your bank or e-wallet provider, and we and our subsidiary companies are not liable for any fees imposed by your bank or e-wallet provider.

If a Fan successfully requests a refund or chargeback from their credit card provider for a Fan Payment made to you, we may investigate and deduct from your account an amount equal to the Creator Earnings you earned on the charged-back or refunded amount.

With the exception of Payout Options involving a direct bank transfer, we do not store any information you disclose when registering your Payout Options with a third-party payment provider.

Circumstances in which Creator Earnings may be withheld:

We may withhold all or a portion of the unpaid Creator Earnings due to you:

if we believe that you have or may have violated any of the Terms of Service in a serious or repeated manner;

if you attempt or threaten to violate any provision of the Terms of Service in a manner that we believe would have or could have severe repercussions for us or another User (including actual or potential loss to us or another User); or

If we suspect that you or the Fan who made the Fan Payment resulting in the Creator Earnings engaged in illegal or fraudulent activity, we may withhold all or a portion of the Creator Earnings.

as long as it takes to investigate the actual, threatened, or suspected violation by you or the suspected illegal activity (as applicable). If, after conducting an investigation, we determine that (i) you have violated the Terms of Service seriously or repeatedly; (ii) you have attempted or threatened to violate the Terms of Service in a way that has or could have serious consequences for us or another User (including actual or potential loss to us or another User); and/or (iii) the Creator Earnings result from unlawful or fraudulent activity, we may notify you that you have forfeited your Creator Earnings.

If we receive notice that you have secured, encumbered, pledged, assigned, or otherwise permitted a lien to be placed on Creator Earnings, we may also withhold all or part of the Creator Earnings due to you but not yet paid out. We have no obligation to pay Creator Earnings to third-party lienholders, and we reserve the right to withhold payment until the lien has been removed.

If we have the right to withhold or forfeit any of your Creator Earnings under these Terms of Service for Creators, we shall have no liability to you.

If we are withholding all or a portion of the Creator Earnings owed to you and we determine that a portion of the Creator Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to receive the portion of the Creator Earnings which we determine is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. You agree, however, that if we determine that your violation(s) of the Terms of Service has or may have caused us loss, we may withhold all Creator Earnings due to you but not yet paid, and we may offset these amounts against any losses we have sustained.

If, upon completion of our investigation, we determine that Creator Earnings have been forfeited, we will use our best efforts to ensure that any Fan Payments that resulted in forfeited Creator Earnings are returned to the applicable Fans who paid such Fan Payments, unless prohibited by law.

Updated in March 2023

USE ACCEPTABLE POLICY

PLEASE READ THIS POLICY CAREFULLY IF YOU ARE USING OUR WEBSITE.

This Policy governs your use of FansPeople and all Content on FansPeople, and is incorporated into our agreement with you. This Policy outlines what is and is not permitted on FansPeople.

In this Policy, terms defined in our Terms of Service apply to all Users.

You may only use FansPeople for your own personal purposes, and you may not sell, rent, transfer, or share your account or any Content obtained through your use of FansPeople.

Use FansPeople only in a legal manner and for legal purposes.

Do not upload, post, display, or publish on FansPeople any content that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening, or harassing, or that promotes or encourages violence or any unlawful activity.

Do not use FansPeople in a manner that could exploit, harm, or attempt to exploit or harm a user under the age of 18, such as by exposing them to inappropriate Content.

Do not upload, post, display, or publish on FansPeople any content that:

- demonstrates, involves, or refers to
- any individual under the age of 18 (or any reference to individuals under the age of 18 in general); or
- any other individual unless you have written documentation confirming that all individuals depicted, included, or referred to in your Content are at least 18 years old and you have written permission from each individual to use their name or images (or both) in your Content;

Demonstrates, advertises, or promotes:

- Firearms, weapons, and other items whose sale, possession, or use are prohibited or restricted;
- drugs or drug equipment;
- self-harm or suicide;
- incest;
- bestiality;
- Violence, rape, lack of informed consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or extreme bondage, extreme fistfighting, or genital mutilation;
- necrophilia;
- urine, scatological, or excrement-related material;

- "revenge porn" (sexually explicit content featuring a person who has not given prior, express, and completely informed consent to its (a) capture, (b) posting and sharing on FansPeople);
- escort services, sexual exploitation, and prostitution;
- contains unsolicited sexual content or unsolicited language that sexually objects another User or any other person in a non-consensual manner, or contains synthetic or manipulated sexual content in relation to another User or any other person (including "deepfakes");
- containing, promoting, advertising, or referring to hate speech (Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear, or violence against a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);
- contains or refers to the personal data or private or confidential information of a third party (such as telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for FansPeople including passwords and security questions, financial information including bank and credit card details, biometric data, and medical records) without the third party's express written consent;

either:

was recorded in or is being broadcast from a country, state, or province where public nudity is prohibited; or

was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor locations where members of the public are not present, such as private property or secluded areas of nature where members of the public are not present).

imparts the impression that it originates from or is authorized, licensed, or endorsed by us or any other individual or business;

causes or is calculated to cause inconvenience, anxiety, or is likely to distress, embarrass, or cause grave offense to another person;

is used or intended to be used to extract money or other benefits in exchange for the removal of Content; and/or

entails or promotes third-party commercial activities or sales, such as contests, sweepstakes, and other sales promotions, product placements, advertising, or job postings or employment advertisements, without our express prior consent.

You must adhere to the guidelines outlined in our Community Guidelines.

You may not use FansPeople to pursue, abuse, harass, threaten, or intimidate others.

Do not use FansPeople to engage in deceptive or misleading behavior, or behavior that is likely to mislead or deceive another User.

Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating with the public, or otherwise distributing their Content.

Do not violate our or others' rights, such as intellectual property rights (such as copyright, trademarks, confidential information, and goodwill), personality rights, unjust competition, privacy, and data protection rights.

Do not impersonate us, one of our employees, another User, or any other person or company, or state or imply erroneously that you have an affiliation, endorsement, or sponsorship with us or any other person or company.

Do not provide false information during account registration or make unauthorized use of the information or Content of others.

Do not upload or cause to be uploaded any Content that is spam, has the intention or effect of artificially increasing any Creator's views or interactions, or is otherwise inauthentic, repetitive, misleading, or of low quality.

Do not transmit, stream, or otherwise send any pre-recorded audio or video content during a live stream or attempt to pass recorded content off as a live broadcast in any other way.

Do not use other media or methods (such as codewords or signals) to transmit information that violates this Policy.

Except as permitted by the Terms of Service, you may not reproduce, print, distribute, attempt to download, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any Content.

Do not intentionally introduce any viruses, trojans, worms, logic bombs, or other malicious or technologically detrimental material into Content.

Do not decompile, disassemble, reverse engineer, or attempt to discover or derive FansPeople's source code in any other way.

Do not use FansPeople in a manner that could negatively impact our systems or security or interfere with another User's ability to engage in real-time activities on FansPeople.

Do not use any automated program, tool, or process (such as web crawlers, robots, bots, spiders, and automated scripts) to access FansPeople or any associated server, network, or

system, or to extract, scrape, collect, harvest, or aggregate Content or information from FansPeople.

Do not use FansPeople's name, logo, or any related or similar names, logos, product and service names, designs, or slogans in any manner not expressly permitted by these Terms of Service or without our prior written consent.

As stipulated in the Terms of Service, violations of this Policy may result in the suspension or termination of your account and the revocation of access to your earnings.

Updated last in April 2023

TERMS OF REFERRAL PROGRAM

WARNING!

Please read the following warning regarding the FansPeople Referral Program in accordance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973.

It is against the law for us or any participant in the FansPeople Referral Program (including Referring Users and Referred Creators) to induce someone to make a payment by pledging benefits for referring others to the FansPeople Referral Program.

Do not be misled by claims that participation in the FansPeople Referral Program yields high earnings effortlessly.

Although we do not require Referring Users to pay to participate in the FansPeople Referral Program, we are required by law to inform you that if you sign this contract, you have 14 days to rescind and receive a full refund.

These Referral Program Terms are additional terms applicable if you participate in the FansPeople Referral Program. These Referral Program Terms are a part of the agreement between us and you.

In these Referral Program Terms, defined terms have the same meanings as they do in the Terms of Service for all Users. In addition to that:

In these Referral Program Terms, "Referring User" can also be referred to as "you" or "your"

"Referred Creator" refers to the individual who joins FansPeople as a Creator via the unique referral link provided by the Referring User.

What does FansPeople's Referral Program entail?

FansPeople offers a referral program through which existing Users can refer individuals who are interested in becoming Creators to FansPeople and receive referral payments calculated and capped as described in these Referral Program Terms.

World Developer Ltd. administers the FansPeople Referral Program. We are a limited liability company registered in England and Wales with the registration number 10354575, and our registered office is located at Fourth Floor, Imperial House, 8 Kean Street, London, WC2B 4DA.

The following are the guidelines for the FansPeople Referral Program:

Users of FansPeople with an active User account are the only individuals who can participate in the FansPeople Referral Program. If a user's account has been suspended or terminated by us for any reason, or if the User has deleted their account, the User is ineligible to participate in the FansPeople Referral Program.

In order to receive referral payments under the FansPeople Referral Program, you must add a bank account or payment method to your User account page.

Each User has a unique referral link (accessible via the User's account) that can be shared with others. You may not impersonate FansPeople or give the impression that your referral link is being shared or promoted by us when sharing your unique referral link. You are prohibited from sharing or promoting your unique referral link using Google Ads or any similar advertising platform or search engine advertising service. In the Bio/Website field of your FansPeople account, you must disclose the methods by which you share your unique referral link upon our request.

The Referred Creator must click on your unique referral link and register with FansPeople using the same browser used to click on your unique referral link. If someone registers with FansPeople without using your unique referral link, we will not link their account to you, and you will not receive any referral compensation.

Before tapping on your referral link, the Referred Creator must not have opened a User account with FansPeople (under the same or a different name). If the Referred Creator is a current or former User of FansPeople, you will not receive any compensation for the referral.

If the Referred Creator creates more than one User account, you will only receive referral payments based on the revenue from their first User account. You will not be compensated for any additional User accounts created by the Referred Creator.

We will not pay you referral fees for any referral of a Referred Creator that we determine to be owned or operated by you, or to be in a commercial relationship with you. You will provide us with any information we request to ascertain if you own or operate the Referred Creator or if there is a commercial relationship between you and the Referred Creator.

You concur that, as a Referring User, when promoting FansPeople in any manner:

You will not misrepresent FansPeople, its services, programs, and content (including Content) or its users or the Terms of Service; and

You will not make any claims that a potential Creator will earn a specific amount of money (or any money) from their use of FansPeople, nor will you make any claims regarding the likely number of Fans.

Referral payments:

How are referral fees determined? Once a Referred Creator becomes a registered User of FansPeople in accordance with the above-described FansPeople Referral Program rules, the Referring User will receive a referral payment equal to five percent (5%) of Fan Payments generated by the Referred Creator in the twelve months following the date on which the Referred Creator becomes a registered User of FansPeople, up to a maximum referral payment of US\$50,000 per Referred Creator.

This means that if a Referred Creator generates Fan Payments with a total value of \$1 million or more in the twelve months after becoming a registered User of FansPeople, the Referring User's referral payments in relation to that Referred Creator will be capped at a total of \$50,000. However, if the Referred Creator generates Fan Payments with a total value of less than \$1 million in the twelve months after that Referred Creator becomes a registered User of FansPeople, the Referring User will be paid five percent (5%) of the Fan Payments generated by that Referred Creator in the twelve months after that Referred Creator becomes a registered User of FansPeople, after which no further referral payments will be made.

For all referrals made prior to 1 May 2020, referral payments will be made to the relevant Referring Users until 1 May 2021 or until a total of \$50,000 has been paid to the Referring User on the referral, whichever occurs first.

VAT: If you are a Referring User, you should be aware that all referral payments payable to you by us will include any VAT (as defined in the Terms of Use for Creators) that is or becomes chargeable on any supplies made by you, unless otherwise specified in the " Promoting Tax compliance and VAT" section of the Terms of Use for Creators.

Please read the following warning in accordance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973 regarding the FansPeople Referral Program:

It is against the law for us or any participant in the FansPeople Referral Program (including Referring Users and Referred Creators) to induce someone to make a payment by pledging benefits for referring others to the FansPeople Referral Program.

Do not be misled by claims that participation in the FansPeople Referral Program yields high earnings effortlessly.

To be eligible to receive referral payments, you must first select one of the payout methods offered by FansPeople in your country of domicile. These methods are referred to as "Payment Options."

How often are payments for referrals made? The referral payment due to you for Fan Payments made to the Referred Creator in a calendar month will be transferred to you on or around the first day of the following calendar month (for instance, referral payments due to you for Fan Payments made to the Referred Creator in February will be transferred to you on or around 1 March).

Who is responsible for the cost of the referral fee? We bear the cost of the referral payment, not the Referred Creator.

Our privileges in connection with the referral program.

If referral payments have been made incorrectly, we reserve the right to recover the erroneously paid sums from the User who received them.

We may request that you, Referred Creators, or both provide us with identification and other information reasonably required to verify any referral payment to be made and the recipient of any referral payment. Failure to provide the specified information may result in the loss of your right to referral payments for the relevant Referred Creator.

We may modify any aspect of the FansPeople Referral Program (including how referral payments are calculated) or discontinue the FansPeople Referral Program at any time, but no change will result in the loss of referral payments already earned based on Fan Payments made to Referred Creators prior to the changes.

Circumstances in which we may refuse to pay referral fees:

We reserve the right to withhold all or a portion of the referral fees owed to you but not yet paid:

if we believe that you have or may have violated any of the Terms of Service in a serious or repeated manner;

if you attempt or threaten to violate any provision of the Terms of Service in a manner that has or could have severe repercussions for us or another User (including actual or potential loss to us or another User); or

If we suspect that all or a portion of the referral payments due to you are the result of unlawful or fraudulent activity by you, the Fan who made the Fan Payment to the Referred Creator that resulted in the referral payment, or the Referred Creator to whom the Fan Payment resulted in the referral payment, we may withhold all or a portion of the referral payments.

as long as it takes to investigate the actual, imminent, or suspected breach(es) by you or the suspected illegal or fraudulent activity (as applicable). If, after conducting an investigation, we determine that (i) you have violated the Terms of Service seriously or repeatedly; (ii) you have attempted or threatened to violate the Terms of Service in a way that has or could have serious consequences for us or another User (including actual or potential loss to us or another User); and/or (iii) all or any portion of referral payments due to you are the result of unlawful or fraudulent activity, we may notify you.

If we receive notice that you have secured, encumbered, pledged, assigned, or otherwise permitted a lien to be placed on referral payments, we may also withhold all or a portion of the referral payments owed to you but not yet paid. We have no obligation to pay referral fees to third-party lienholders, and we reserve the right to withhold Creator Earnings until the lien has been removed.

If we exercise our right under these Referral Program Terms to withhold or forfeit any payment due to you under the FansPeople Referral Program, we shall have no liability to you.

If we are withholding all or a portion of the referral payments due to you and we determine that a portion of the referral payments withheld by us is unrelated to breaches by you of the

Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to receive the portion of the referral payments that is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. You agree, however, that if we determine that your breach(es) of the Terms of Service has or may have caused us loss, we may withhold all referral payments due to you but not yet paid, and we may offset these amounts against any losses we have sustained.

Updated last in April 2023

REPRESENTATION POLICY

Introduction: This document laid out our complaints policy. This Complaints Policy is included in your agreement with us if you are a User of FansPeople.

FansPeople is run by **WORLD DEVELOPER LTD, 20-22 Wenlock Road, London (N1 7GU), REGISTRATION NUMBER: 11153689.**

- In this Complaints Policy, defined terms carry the same meaning as they do in the Terms of Service for all Users. In addition, "business days" refers to any day other than Saturday, Sunday, and English public holidays.
- Who may utilize the Complaint Policy? Whether or not you are a users of FansPeople, you can use this Complaints Policy to notify us of any complaints you have concerning FansPeople.
- If you have a complaint about FansPeople (including any complaint about Content appearing on FansPeople or the conduct of a User), please email info@FansPeople.com with your name, address, contact information, a description of your complaint, and, if your complaint pertains to Content, the URL for the Content to which your complaint pertains.
- If you are unable to reach us via email, please write to us at the following address: 20-22 Wenlock Road, London, England (N1 7GU).
- How we will handle complaints of illegal or non-consensual Content: After receiving your complaint of illegal or non-consensual;
- We will take the measures we deem necessary to investigate your complaint within a timeframe commensurate with the nature of your complaint;
- If we require additional information or documentation from you, we will contact you.
- We will investigate your complaint in good faith within seven (7) business days;
- If we are convinced that the Content is unlawful or non-consensual, we will promptly remove it and notify you via email or other electronic message of our decision;
- If we are satisfied that the Content is neither unlawful nor non-consensual, we will notify you via email or other electronic message of our decision.
- We will submit any dispute regarding our determination that Content is non-consensual to a neutral arbitration organization at our expense.

Complaints regarding copyright infringement must be submitted in accordance with our DMCA Policy, and we will respond to copyright infringement complaints in accordance with the terms of that policy.

How we will handle additional complaints Upon receipt of additional complaints (including complaints regarding other violations of our Acceptable Use Policy):

We will take the measures we deem necessary to investigate your complaint within a timeframe commensurate with the nature of your complaint;

If we require additional information or documentation from you, we will contact you.

We will, in good faith, take whatever measures we deem necessary to address the issue raised by your complaint. If you have filed a complaint about Content that appears on FansPeople and we determine that the Content violates our Acceptable Use Policy in any other way, we will promptly remove the offending Content;

We are not required to notify you of the resolution to your complaint.

Complaints that are wholly unjustified, abusive, or made in bad faith: If you are a User of FansPeople, you warrant (which is a legally binding promise) that you will not file a complaint that is wholly unjustified, abusive, or made in bad faith. If we determine that you have breached this warranty, we reserve the right to suspend or delete your User account.

Updated last in March 2023

PLATFORM TO BUSINESS REGULATION TERMS

These Platform to Business Regulation Terms are included as part of the Terms of Service.

Unless otherwise specified, terms defined in these Platform to Business Regulation Terms have the same meanings as in the Terms of Service for all Users.

Am I subject to these Platform to Business Regulation Terms?

These Platform to Business Regulation Terms apply only to Creators (also referred to as "you" and "your") who are established or resident in the European Union or the United Kingdom. If these Platform to Business Regulation Terms apply to you, they are incorporated into our agreement with you.

What are the terms of this Platform to Business Regulation?

These Platform to Business Regulation Terms outline our compliance with the requirements for impartiality and transparency outlined in EU Regulation 2019/1150 (the "Platform to Business Regulation").

Creators may be promoted through our social media accounts.

Ranking on FansPeople: We arbitrarily recommend Creators for a User to follow based on the Creators who have earned money on FansPeople within the last 30 days. We have no ranking system. On FansPeople, there is no search or discovery functionality.

Complaints: If you have a complaint about:

- any alleged breach by us of any obligations outlined in the Platform to Business Regulation affecting you; or
- technological issues directly pertaining to FansPeople and affecting you; or
- Our actions or conduct that relate directly to FansPeople and have an effect on you,
- then you should send your complaint to info@FansPeople.com.

Process for handling complaints: After receiving your, we will:

- Consider your complaint and any follow-up that may be necessary (such as requesting additional information or documents) in order to adequately address the issue raised;
- process your complaints in a timely manner, taking into consideration the gravity and complexity of the issue raised; and

The outcome of the internal complaint-handling procedure will be communicated to you via email or a message to your FansPeople account in plain and understandable language.

Updated in April 2023

Personal Data

If a User terminates their account, the personal data relating to their use of FansPeople and their bank details will be deleted after six months. FIL is required to retain financial information for seven years. This is a legal requirement, as HMRC can examine our financial records for that time period, and we must keep records of payments made to and from you.

This paragraph complies with Article 13(2)(b) and (c) of the GDPR.

Contact Our Data Protection Officers

If you have privacy concerns or inquiries, you can contact our Data Protection Officers via email at **info@FansPeople.com**.