

CREATOR AGREEMENT

This Creator Agreement ("Agreement") is made between the Creator ("Creator") and MUSUNO ("Provider"). By participating in the development and distribution of the Product, the parties agree to the following:

1. Definitions

- **Creator Assets:** VTuber/PNGTuber models, artwork, images, audio, videos, branding, and any materials supplied by the Creator.
- **Product:** The application or service developed by Provider using Creator Assets.
- **Creator Content:** Any content generated, published, or distributed by the Creator through the Product.

2. License to Use Creator Assets

Creator grants Provider a non-exclusive, worldwide, royalty-free license to use Creator Assets solely for developing, operating, maintaining, and promoting the Product. This includes the right to reproduce, modify, display, and distribute assets as needed for functionality.

3. Creator Responsibility for Rights & Licensing

Creator is solely responsible for ensuring they have full rights, permissions, and licenses to use Creator Assets for commercial and monetized purposes. If a third party (e.g., an artist) holds rights to any asset, Creator is responsible for securing approvals. Provider is not liable for disputes regarding licensing, authorship, copyright, or ownership of Creator Assets.

4. Content Responsibility

Creator is fully responsible for any and all content generated or distributed using the Product, including AI-generated output, speech, interactions, and imagery.

Provider does **not** monitor or control Creator-generated content and is not responsible for:

- legality, accuracy, or appropriateness of Creator Content
- violations of third-party rights
- violations of platform rules (Twitch, YouTube, Discord, etc.)
- consequences arising from Creator Content

Creator agrees to comply with all applicable laws, platform rules, and third-party rights.

5. Acceptable Use / Prohibited Uses

Creator agrees **not** to use the Product to create or distribute:

- illegal content
- hate speech or harassment
- sexually explicit content involving minors
- non-consensual or defaming content
- content that infringes copyrights or trademarks
- malware, hacks, or attempts to disrupt the Product
- attempts to reverse-engineer, clone, or exploit the platform

Provider may suspend or terminate access if Creator violates these rules.

6. Optional Access for Development

Creator may optionally provide access to API keys, Discord channels, links, or third-party services for development or testing.

- Access is voluntary and revocable at any time.
- Provider will use access solely for development.
- Provider will maintain transparency regarding how access is used.
- Upon revocation or termination, all credentials will be deleted immediately.

7. Data Privacy & Security

Provider will take reasonable technical measures to protect Creator Assets and data. Creator agrees to:

- keep their own accounts and credentials secure
- not share sensitive information unnecessarily
- understand that no system can guarantee 100% security

Provider is not liable for security breaches caused by Creator's actions or third-party platform failures.

8. Ownership of the Product

Provider owns the Product and all underlying technology, code, systems, and platform components. Creator retains ownership of Creator Assets.

9. Marketing Permissions

Creator grants Provider permission to use Creator Assets, likeness, and related materials for marketing the Product. Creator may opt out of marketing usage at any time via written notice.

10. Revenue Sharing

10.1 Revenue Share

Creator will receive **twenty percent (20%) of Gross Base Revenue** generated from purchases and subscriptions linked to the Creator's model on the Platform. Any changes to this percentage must be mutually agreed upon in writing by both parties.

10.2 Definition of Gross Base Revenue

"Gross Base Revenue" means the **base price paid by an end user for a product or subscription, excluding all taxes, duties, or other government-imposed charges.**

For the avoidance of doubt:

- Taxes collected from end users are **not revenue** to either party.
 - Revenue sharing is calculated **solely on the pre-tax base price** of each transaction.
 - Payment processing fees and similar charges are **not deducted** from Gross Base Revenue.
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10.3 Merchant of Record

Provider acts as the **merchant of record** for all transactions processed through the Platform. As merchant of record, Provider is responsible for:

- Processing payments through Stripe or other payment processors;
- Collecting and remitting applicable sales tax, VAT, GST, or similar taxes;
- Managing refunds, chargebacks, and payment disputes;
- Compliance with applicable payment, tax, and consumer protection laws.

Creator acknowledges that end users are purchasing products or subscriptions **from the Provider**, and that Creator's compensation is derived solely from the revenue share described in this Agreement.

10.4 Payment Processing Fees

All payment processing fees, including but not limited to:

- Stripe fees,
- Credit card or alternative payment method fees,

- Currency conversion or settlement fees,

are considered **Provider operating expenses** and are **borne solely by the Provider**, unless otherwise agreed in writing.

Creator's revenue share shall **not be reduced** by payment processing fees.

10.5 Refunds, Chargebacks & Adjustments

Creator does not earn revenue for transactions that are refunded or successfully disputed.

- Refunds or chargebacks attributable to a Creator's product or subscription will result in a proportional reversal of the Creator's share of Gross Base Revenue for the affected transaction.
 - If refunds, chargebacks, or dispute-related adjustments exceed the Creator's earnings for a payout period, the resulting negative balance will roll over to future payout periods until cleared.
 - Provider may deduct chargeback-related penalties or dispute fees attributable to a Creator's content from future Creator earnings.
 - Provider may implement additional safeguards or policies in cases of excessive refunds, fraud, or abuse.
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10.6 Revenue Calculation & Payouts

Creator earnings are calculated on a per-transaction basis and aggregated for each payout period. Payouts reflect the Creator's share of Gross Base Revenue, net of applicable refunds, chargebacks, or dispute-related adjustments.

Revenue calculations are **independent of Stripe settlement timing** or payout batching.

10.7 Creator Departure & Final Payout

Upon termination of this Agreement or the Creator's participation on the Platform, Provider may delay the Creator's final payout for up to **thirty (30) days** to account for refunds, chargebacks, or dispute-related adjustments.

If the Creator's account reflects a negative balance at the time of termination, the Creator remains responsible for such balance. Provider may invoice the Creator for any outstanding amount.

11. Transparency

Provider will maintain transparency regarding:

- usage of Creator-provided credentials
- development progress and updates
- revenue performance
- meaningful changes to the Product

12. Communication During Collaboration

During the collaboration, Creator may contact Provider at: **xavierluo@4rgo.com**

General announcements will be posted publicly on social media channels and/or the MUSUNO Discord Server.

13. Service Availability & Updates

Provider may update or modify the Product at any time to improve performance or functionality. Provider does not guarantee uninterrupted service, uptime, or feature permanence.

14. Termination

Creator may terminate at any time via written notice.

Upon termination:

1. Provider will remove the Product from the platform.
2. Provider will cease use of Creator Assets.
3. Provider will delete all Creator Assets and data.
4. Provider will assist with handling active subscriptions and necessary refunds.

Refund Responsibility: Creator is not responsible for refund expenses *unless* refunds result directly from Creator's intentional misconduct or violation of this Agreement.

15. Indemnification

Creator agrees to indemnify and hold Provider harmless against claims, damages, or expenses resulting from:

- Creator Assets lacking proper rights
- Creator Content violating laws or rights
- misuse of the Product
- violation of platform rules or third-party terms

This protects Provider from legal issues caused by Creator actions.

16. Limitation of Liability

To the maximum extent permitted:

- Provider is not liable for indirect or consequential damages (e.g., loss of income, loss of goodwill).
- Provider's total liability under this Agreement is limited to **the total revenue share paid to Creator in the past 3 months**.

17. Disclaimer of Warranties

The Product is provided "as is" without warranties of any kind. Provider does not guarantee:

- uninterrupted operation
- accuracy or reliability of output
- compatibility with external platforms
- any specific commercial results

18. Arbitration / Dispute Resolution

If a dispute arises between Creator and Provider, both parties agree to attempt to resolve the issue through direct communication first.

If a resolution cannot be reached, both parties agree to resolve disputes through **private arbitration** rather than through public lawsuits, unless local law requires otherwise.

Arbitration is:

- a faster, private form of dispute resolution
- handled by a neutral third-party arbitrator
- less expensive than traditional litigation

Either party may still seek temporary relief (e.g., stopping someone from stealing assets) from a court if needed.

19. Entire Agreement

This Agreement represents the full understanding between the Creator and Provider and replaces any previous agreements, written or oral. Any amendments must be made in writing and agreed to by both parties.