

# MUSUNO CREATOR AGREEMENT

*Version 1.1.0 — Effective Date: 22 July 2026*

This Creator Agreement ("**Agreement**") is made between the Creator ("**Creator**") and **MUSUNO LTD**, a private limited company incorporated in England and Wales (company number 17276776), with its registered office at 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom ("**Provider**").

## 1. Acceptance, Term & Eligibility

### 1.1 Acceptance

By creating a creator account, listing a companion, or otherwise participating in the development and distribution of the Product, the Creator accepts and agrees to be bound by this Agreement. Provider will record the version of this Agreement in effect at the time of acceptance. Each version of this Agreement is identified by a version number and effective date shown above.

### 1.2 Term

This Agreement takes effect upon acceptance and continues until terminated in accordance with Section 18.

### 1.3 Creator Eligibility

To enter into this Agreement, the Creator must:

- be at least eighteen (18) years of age and have full legal capacity to contract;
- provide their legal name for the purposes of this Agreement and payouts, even where the Creator operates publicly under a handle, stage name, or character name;
- provide and maintain accurate payout, identity, and tax information, and complete any identity verification reasonably required by Provider or its payment processors; and
- not be barred from receiving payments under applicable law or payment network rules.

## 2. Definitions

- **Creator Assets:** VTuber/PNGTuber models, artwork, images, audio, videos, branding, and any materials supplied by the Creator.
- **Product / Platform:** the application, marketplace, and related services developed and operated by Provider, through which Creator Assets are displayed and distributed. "Product" refers to the software, systems, and platform components only; it does not include the Creator Assets themselves.
- **Creator Content:** any content generated, published, or distributed by the Creator through the Product.
- **End User:** a person who downloads, purchases, or subscribes to a companion through the Platform under Provider's consumer-facing terms.
- **Technical Operations:** technical processing of Creator Assets reasonably necessary to display and operate them within the Product, such as format conversion, compression, rigging, rendering,

resizing, scaling, and performance optimisation. Technical Operations do not alter the artistic content, design, or character of Creator Assets.

- **Content Guidelines:** the content standards published by Provider from time to time, which form part of this Agreement. Changes to the Content Guidelines are a Material Change.
- **Material Change:** any change to (a) the revenue share, pricing rules, or payment terms; (b) the manner in which Creator Assets may be used or displayed; (c) the Content Guidelines or content policies applicable to Creators; (d) the terms of this Agreement; or (e) the removal of a material Product feature on which Creators rely.

### 3. 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 license is limited as follows:

- Provider may reproduce, modify, display, and distribute Creator Assets only by way of Technical Operations.
- **Provider will not alter the artistic content of Creator Assets, create derivative characters, outfits, or imagery from them, or present them in any form not originally designed by the Creator, without the Creator's prior written consent.**
- Provider will not use Creator Assets in sexually explicit, defamatory, or political contexts.
- **Sublicense to End Users:** Provider may sublicense Creator Assets to End Users solely as embodied in the Creator's companion, for the End User's personal, non-commercial use through the Product, subject to Provider's consumer-facing terms and end-user license. End Users acquire no ownership of, and no other rights in, Creator Assets.
- "Promoting the Product" means showcasing the Creator's companion as it appears on the Platform, in accordance with Section 11.
- This license ends when this Agreement is terminated, subject to the wind-down and deletion schedule in Section 18.

### 4. 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 monetised 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.

### 5. Content Responsibility

Creator is responsible for:

- the Creator Assets they supply;
- the configuration choices they make within the Product; and
- any Creator Content they generate, publish, or distribute using the Product.

Creator is not responsible for content or behaviour produced by the Product outside the Creator's design, configuration, and control (see Section 13).

Provider is not obligated to pre-screen or monitor Creator Content. Provider may review content in response to reports or complaints, and may conduct periodic or random compliance checks at its discretion, to assess compliance with Section 6. Provider is not responsible for the legality, accuracy, or appropriateness of Creator Content; violations of third-party rights by Creator Content; violations of external platform rules (Twitch, YouTube, Discord, etc.) by the Creator; or consequences arising from Creator Content. Creator agrees to comply with all applicable laws, platform rules, and third-party rights.

## 6. Acceptable Use & Content Guidelines

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

- illegal content;
- hate speech or harassment;
- any sexual content involving minors or characters who appear to be minors;
- non-consensual or defamatory content, including content depicting real persons without their consent;
- content that infringes copyrights or trademarks;
- malware, hacks, or attempts to disrupt the Product; or
- attempts to reverse-engineer, clone, or exploit the platform.

### 6.1 Sexually Explicit Content

**Sexually explicit content is not permitted on the Platform.** This restriction reflects the requirements of Provider's payment processors and card network rules, and applicable legal requirements (including UK online safety law), rather than an editorial judgment. Suggestive but non-explicit content is permitted within the Content Guidelines. If these external constraints change, Provider may revise this policy through the Content Guidelines, subject to the Material Change notice process in Section 15.

### 6.2 Content Guidelines

Provider may publish and maintain Content Guidelines giving further detail on permitted and prohibited content. The Content Guidelines form part of this Agreement, and changes to them are Material Changes subject to Section 15.2.

## 7. Intellectual Property Complaints & Takedown

If Provider receives a credible claim that content on the Platform infringes a third party's intellectual property or other rights, Provider may suspend or remove the affected content pending resolution, without liability to the Creator for such removal. Provider will notify the affected Creator promptly, and the Creator may respond with evidence of their rights. Content will be restored where the claim is resolved in the Creator's favour. Rights holders may submit complaints to the contact address in Section 15.1.

## 8. 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.

## 9. Data Privacy & Security

Provider will take reasonable technical measures to protect Creator Assets and data. Provider processes personal data in accordance with its Privacy Policy and applicable data protection law, including the UK GDPR and the Data Protection Act 2018 (as amended, including by the Data (Use and Access) Act 2025). Creator agrees to:

- keep their own accounts and credentials secure;
- not share sensitive information unnecessarily; and
- 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.

## 10. Ownership

Provider owns the Product and all underlying technology, code, systems, and platform components.

Creator retains full ownership of Creator Assets. **Nothing in this Agreement transfers ownership of any Creator Asset to Provider or to any End User; Provider's rights in Creator Assets are limited to the license granted in Section 3.**

## 11. Marketing & Display Permissions

### 11.1 Platform Display

Listing a companion on the Platform inherently requires that it be displayed to Platform users (for example on store pages, previews, and browsing surfaces). This display is part of the license in Section 3 and applies for as long as the companion remains listed. It ends when the Creator delists the companion or this Agreement terminates.

### 11.2 External Marketing

Creator grants Provider permission to feature the Creator's companion in Provider marketing channels and business promotion (such as social media, promotional videos, the Provider website, and sales demonstrations or business presentations), showing the companion only as it appears on the Platform, unmodified unless the Creator has given prior written consent to specific modifications for marketing use. Creator may opt out of external marketing usage at any time via written notice, and Provider will cease new marketing uses of the Creator's companion within ten (10) business days of receiving such notice.

## 12. Pricing, Revenue Sharing & Payouts

### 12.1 Pricing

Base companions are offered by subscription. Creator sets the subscription price, subject to a minimum of three US dollars (\$3.00) per month (or the equivalent minimum published by Provider for other currencies).

Creators may also offer DLC and add-on content for a companion, priced either as a one-time unlock, subject to a minimum of five US dollars (\$5.00), or as a monthly add-on subscription, subject to a minimum of two US dollars (\$2.00) per month. Access to DLC requires an active subscription to the related base companion; a one-time unlock remains unlocked on the End User's account for as long as their base subscription is active and the companion remains listed. Provider may publish permitted pricing tiers or currency rules from time to time; changes to pricing rules are Material Changes.

## **12.2 Revenue Share**

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

Provider may from time to time offer optional bonus, promotional, or incentive programs (such as performance-based creator bonus programs) under their own published terms. Amounts paid under such programs are separate from, and do not modify, the revenue share or any other term of this Agreement.

## **12.3 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; and payment processing fees and similar charges are not deducted from Gross Base Revenue.

## **12.4 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; and 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 under this Agreement is derived solely from the revenue share described in this Agreement.

**For the avoidance of doubt, this Agreement is non-exclusive. Nothing in this Agreement restricts the Creator from working with other platforms, agencies, or clients, or from earning income from any other source.**

## **12.5 Payment Processing Fees**

All payment processing fees, including but not limited to Stripe fees, credit card or alternative payment method fees, and currency conversion or settlement fees, are 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.

## **12.6 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.

## **12.7 Payouts**

Creator earnings are calculated on a per-transaction basis, net of applicable refunds, chargebacks, or dispute-related adjustments, and credited to the Creator's account balance. Revenue from a transaction becomes available for withdrawal after a clearing period covering the applicable refund windows: fourteen (14) calendar days for the first payment of a new subscription, and seven (7) calendar days for subscription renewals and one-time DLC purchases. Revenue calculations are independent of Stripe settlement timing or payout batching.

- Creator may withdraw their available balance at any time using the "cash out" option on the Platform, provided the balance is at least five US dollars (\$5.00).
- If a Creator's balance is below \$5.00 and the Creator wishes to withdraw it (for example, on departure), the Creator may contact Provider at the address in Section 15.1 and Provider will arrange payment.
- Payouts are made via the payment method supported by Provider's payment processors. Creator is responsible for providing accurate payout details; Provider is not liable for delays or losses caused by inaccurate details supplied by the Creator.
- Cash-out requests are processed within ten (10) business days.
- Provider may withhold or deduct from payouts any amounts required by applicable law, including tax withholding where legally required.
- Payouts are denominated in US dollars; where a payout is made in another currency, conversion is performed at the payment processor's prevailing rate.
- If a Creator leaves the Platform with an unclaimed balance below \$5.00, Provider will hold the balance for twelve (12) months, during which the Creator may claim it via the contact address in Section 15.1. After this period, the balance remains claimable by contacting Provider, subject to applicable law.
- Creator is responsible for their own income tax, social security, and similar obligations on amounts received under this Agreement.

## **12.8 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. Where termination results from Provider's material breach, Section 18.3 applies to the final payout.

### **13. AI-Generated & Automated Content**

The Product does not currently generate content on behalf of Creators. **If Provider introduces any feature that produces AI-generated content not originally designed by the Creator, Provider will notify affected Creators in advance and obtain the Creator's written consent before such feature applies to that Creator's companion or Creator Assets.**

For clarity, non-AI product features (such as standardised or scripted responses provided as generic Product functionality) are Product updates under Section 16 and remain subject to Section 3's protections of Creator Assets.

### **14. Transparency**

Provider will maintain transparency regarding: usage of Creator-provided credentials; development progress and updates; revenue performance relating to the Creator's companion; and Material Changes (as defined in Section 2). Provider will provide Creators with a dashboard showing the subscriptions, transactions, and earnings for their companions.

### **15. Communication & Notices**

#### **15.1 Contact**

Creator may contact Provider at [admin@musuno.com](mailto:admin@musuno.com) or in writing at Provider's registered office: MUSUNO LTD, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.

#### **15.2 Notice of Material Changes**

Provider will give Creators direct written notice (by email to the Creator's registered address) of any Material Change at least thirty (30) days before it takes effect. A Material Change will not apply to a Creator before the end of that notice period, and the Creator may terminate this Agreement under Section 18 before the change takes effect. Where a change is required by applicable law, regulation, or payment network rules, Provider will give as much advance notice as is reasonably possible in the circumstances.

#### **15.3 General Announcements**

Routine announcements, feature updates, and general news will be posted publicly on Provider's social media channels and/or the MUSUNO Discord Server.

#### **15.4 Email & Deemed Receipt**

Creator must keep their registered email address current. Notices sent by Provider to the Creator's registered email address are deemed received on the day they are sent. Notices from the Creator to Provider are deemed received when delivered to the contact address in Section 15.1.

### **16. Service Availability & Updates**

Provider may update or modify the Product (meaning the software, systems, and platform components) at any time to improve performance or functionality. Updates to the Product will not modify Creator Assets except by way of Technical Operations; any other change to a Creator's Assets requires the Creator's prior written consent in accordance with Section 3. Provider does not guarantee uninterrupted service, uptime, or feature permanence.

## 17. Suspension & Enforcement

Provider may suspend or restrict a Creator's access, or remove specific content, for violation of Section 6 or other material breach of this Agreement by the Creator. Except where prohibited by law or where urgent action is required (for example, illegal content, security threats, or fraud):

- Provider will give the Creator a statement of the reasons for the suspension or restriction;
- the Creator may respond and request review of the decision; and
- revenue attributable to the Creator's other, compliant listings — and revenue from the affected listing earned before the violation arose — remains payable in accordance with Section 12; revenue directly attributable to the violating content may be withheld.

## 18. Termination

### 18.1 Termination by Creator

Creator may terminate at any time by deleting their account through account settings on the website or, if the Creator cannot access their account, via support ticket or written notice to the contact address in Section 15.1. Upon termination, the deletion schedule in Section 18.2 applies, and 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.

### 18.2 Deletion Schedule

Upon termination of this Agreement (or delisting of a companion, as applicable):

- **Immediately:** the companion is delisted, new purchases and downloads stop, and any Creator-provided credentials are deleted (Section 8). Creator Assets are not used in any new marketing from the date of termination.
- **Within 10 business days:** all Creator Assets — including models, artwork, audio, video, and all technically derived files (rigged, converted, or compressed versions) — are deleted from Provider's live systems.
- **Within 90 days:** residual copies in encrypted backups are purged in the ordinary backup rotation cycle. Backup copies are not restored, accessed, or used for any purpose during this period except as required by law.
- **Retained where legally required:** transaction and accounting records (such as sale amounts, dates, and payout records) are retained for six (6) years as required by UK tax and company law. These records do not include Creator Assets, artwork, models, or other creative files.
- **End User devices:** Provider cannot delete copies of a companion already downloaded to End Users' devices, but will cease providing updates and re-downloads for the delisted companion.

### 18.3 Termination for Provider Breach

If Provider materially breaches this Agreement — including any use of Creator Assets outside the scope of the license in Section 3 — the Creator may terminate this Agreement with immediate effect by written notice. In that case, the deletion schedule in Section 18.2 applies, and Provider will pay all earned revenue share in the next scheduled payout run without applying the additional thirty (30) day delay in Section 12.8.

## **18.4 Termination by Provider**

Provider may terminate this Agreement for the Creator's material breach in accordance with Section 17, and will pay out earned revenue in accordance with Section 12.

## **19. 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 third-party rights; Creator's misuse of the Product; or Creator's violation of platform rules or third-party terms.

**Creator's indemnification obligations do not apply to the extent that a claim arises from Provider's breach of this Agreement, Provider's negligence or wilful misconduct, or Provider's use of Creator Assets outside the scope of the license in Section 3.**

Provider will notify the Creator promptly of any claim subject to indemnification and will not settle any such claim on the Creator's behalf without the Creator's prior written consent (not to be unreasonably withheld).

## **20. Limitation of Liability**

To the maximum extent permitted by applicable law:

- Neither party is liable to the other for indirect or consequential damages (e.g., loss of income, loss of goodwill).
- Each party's total aggregate liability under this Agreement is limited to the greater of (a) one hundred pounds sterling (£100) and (b) the total revenue share paid or payable to the Creator in the three (3) months preceding the event giving rise to the claim.

The exclusions and cap above do not apply to: a party's fraud or wilful misconduct; Provider's use of Creator Assets outside the scope of the license in Section 3; Creator's indemnification obligations under Section 19; or any liability that cannot be excluded or limited under applicable law (including death or personal injury caused by negligence).

## **21. 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; or any specific commercial results.

## **22. Governing Law & Dispute Resolution**

### **22.1 Governing Law**

This Agreement is governed by the laws of England and Wales.

### **22.2 Dispute Resolution**

If a dispute arises between Creator and Provider, both parties agree to first attempt to resolve the issue in good faith through direct communication for a period of thirty (30) days from written notice of the dispute.

If a resolution cannot be reached, the courts of England and Wales will have exclusive jurisdiction over disputes arising out of or in connection with this Agreement, provided that: nothing in this Agreement deprives the Creator of any mandatory legal protections of the country in which the Creator resides; and where mandatory local law so requires, the Creator may bring or defend proceedings in the courts of their country of residence.

Either party may seek urgent or injunctive relief (e.g., to stop unauthorised use of assets) from any court of competent jurisdiction at any time.

## **23. Agency Relationships**

Where a Creator participates on the Platform through, or is represented by, a talent agency or similar organisation, Provider and that agency may enter into a separate written agreement. To the extent of any conflict, a separately signed agency agreement prevails over this Agreement for the creators it covers, including with respect to governing law where mandatory local law applies.

## **24. General Provisions**

### **24.1 Independent Contractors**

The parties are independent contractors. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the parties, and neither party may bind the other.

### **24.2 Severability**

If any provision of this Agreement is found invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable (or severed if it cannot be), and the remainder of the Agreement remains in full force.

### **24.3 Survival**

Sections 4, 10, 12.6, 12.8, 18.2, 19, 20, 21, 22, and 24, and any accrued rights and obligations (including negative balances), survive termination of this Agreement.

### **24.4 Assignment**

Creator may not assign this Agreement without Provider's prior written consent. Provider may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its business or assets, provided the assignee assumes Provider's obligations under this Agreement.

### **24.5 Force Majeure**

Neither party is liable for delay or failure to perform (other than payment obligations already accrued) caused by events beyond its reasonable control, including natural disasters, war, terrorism, labour disputes, internet or utility failures, or acts of government.

### **24.6 No Waiver**

A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of the right to enforce it later.

#### **24.7 Third-Party Rights**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### **24.8 Feedback**

If the Creator provides suggestions, ideas, or feedback about the Product, Provider may use them without restriction or obligation. This does not apply to Creator Assets, which remain governed by Sections 3 and 10.

#### **24.9 Language**

This Agreement is drafted in English. Any translation is provided for convenience only; the English version governs in the event of any inconsistency.

#### **24.10 Entire Agreement**

This Agreement (including the Content Guidelines) constitutes the entire agreement between the Creator and Provider with respect to its subject matter and replaces any previous agreements between the Creator and Provider relating to that subject matter, whether written or oral. It does not affect any agreement between the Creator and any third party (including talent agencies). This Agreement may be amended or superseded only by a subsequent written agreement agreed in writing by both parties, or by Provider in accordance with the Material Change process in Section 15.2.