MUSUNO CREATOR AGREEMENT

Version 1.4.3 — Published: 2 November 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 accepted by the Creator and the date and time of acceptance. A Creator who first accepts this version on or after 2 November 2026 is bound by it upon acceptance. For a Creator already bound by an earlier version, any Material Change in this version takes effect only after the notice period in Section 15.2 has expired, unless the Creator affirmatively accepts this version earlier and earlier effect is lawful. Changes to revenue share, pricing rules, or payment terms apply only prospectively and do not retroactively recalculate completed transactions.

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.

Access to creator tools does not guarantee eligibility to monetise. Provider may restrict public paid listings, sales, or payouts in countries or regions that are not supported by Provider's payment processors or applicable law. Where available, a Creator may continue building or previewing a companion privately even if monetisation is unavailable in the Creator's jurisdiction.

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.
- Customer Price: the total amount actually charged to an End User for a particular product, subscription, DLC, or add-on transaction after any applicable discount or promotion, inclusive of any VAT, GST, sales tax, or similar indirect tax included in that charge.
- Indirect Taxes: VAT, GST, sales tax, or similar transaction taxes that Provider is required to collect, account for, or remit in connection with the relevant End User transaction.
- Transaction Processing Costs: the actual payment-processing costs charged by Provider's payment processor and directly attributable to the relevant End User transaction, including applicable card or alternative-payment-method processing fees and transaction-level currency or settlement charges. Transaction Processing Costs do not include Provider's general operating costs, hosting, development, marketing, or Creator cash-out costs.
- Creator Revenue Base: the amount remaining from the Customer Price after subtracting Indirect Taxes and Transaction Processing Costs for that transaction, as described in Section 12.3.
- Creator Rate: the percentage of the Creator Revenue Base payable to the Creator under Section 12.2. The standard Creator Rate is thirty percent (30%), unless a higher rate of up to fifty percent (50%) is agreed for that Creator.
- Copyright & Content Reporting Policy: Provider's published procedure for copyright, intellectual-property, illegal-content, and other content reports, including review and appeal procedures where applicable.

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 any limited wind-down period necessary to honour existing paid End User access and the 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 every item of Creator Content before publication. Provider may review content in response to reports or complaints and may also use automated, risk-based, periodic, or random compliance checks to identify, flag, or prioritise content or account activity for review. Automated systems may apply temporary technical or safety holds where reasonably necessary while review is pending, but decisions to unpublish or hide content, restrict monetisation, suspend a Creator, or terminate a Creator relationship are made following human review. 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, third-party rights, the Content Guidelines, and the Copyright & Content Reporting Policy.

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 documented consent, as set out in the Content Guidelines (Section 3);
- 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 the temporary restriction itself. Provider will normally notify the affected Creator and give the Creator an opportunity to respond with evidence of their rights, except where immediate action is required by law, safety concerns, payment-network requirements, or other urgent circumstances. Reports, counter-information, review, and appeal procedures are governed by the Copyright & Content Reporting Policy. Content may be restored where the claim is withdrawn, resolved in the Creator's favour, or Provider otherwise determines that restoration is appropriate.

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.**

A packaged companion may combine Creator Assets with Provider-owned software, runtime components, configuration formats, packaging systems, templates, interfaces, and other Provider technology. Creator retains ownership of the underlying Creator Assets; Provider retains ownership of its technology and reusable components. Neither party acquires ownership of the other party's pre-existing materials merely because they are combined in a packaged companion. On termination, Creator remains free to use and recreate their own Creator Assets elsewhere, but receives no right to copy, distribute, or exploit Provider's proprietary software or packaged runtime outside the licences expressly granted by Provider.

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

By accepting this Agreement, Creator grants Provider permission to feature the Creator's companion in Provider's external marketing and business promotion, including social media, advertisements, promotional videos, promotional emails, Provider websites, press or promotional materials, sales demonstrations, and business presentations, showing the companion only as it appears on the Platform unless the Creator separately approves a modification. External marketing permission is enabled by default for a listed product unless the Creator turns off the product's marketing-permission control or otherwise opts out. Creator may opt out at any time. Provider will stop initiating new external marketing uses of that companion and will reasonably discontinue active paid campaign uses within ten (10) business days after the opt-out takes effect. Previously published organic posts, historical campaign materials, and records of completed marketing need not be deleted solely because of a later opt-out unless required by law or otherwise agreed. Opting out of external marketing does not prevent ordinary Platform Display under Section 11.1.

12. Pricing, Revenue Sharing & Payouts

12.1 Pricing

Base companions are offered by subscription, billed monthly or yearly. Creator sets the monthly subscription price, subject to a minimum of three US dollars ($3.00) per month. Creator does not set a separate yearly price: a yearly subscription costs ten (10) times the monthly price, so an End User who pays for a year gets two (2) months free. A yearly price set any other way is not valid; an End User already subscribed at such a price keeps it until the end of their current billing period. Provider does not currently offer one-time purchases of base companions. The price displayed to an End User is intended

to be the total price the End User pays for the product itself, inclusive of any applicable VAT, GST, sales tax, or similar indirect tax. Provider calculates any applicable included tax within that displayed price rather than adding a separate Musuno service or processing surcharge at checkout, except where applicable law or a payment method requires different treatment.

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 an add-on subscription billed monthly or yearly, subject to a minimum of two US dollars ($2.00) per month. As with base companions, Creator sets only the monthly price: a yearly add-on costs ten (10) times the monthly price, and a yearly add-on price set any other way is not valid. If an End User's base companion subscription ends while an add-on subscription still has paid time left, Provider refunds the unused portion of the add-on to the End User, and the Creator Earnings on the refunded amount are reversed under Section 12.6. 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 available. Provider may publish permitted pricing tiers or currency rules from time to time; changes to pricing rules are Material Changes.

If a Creator raises the price of a base companion or add-on subscription, existing subscriptions at the old price end at the close of their current billing period and End Users are invited to subscribe at the new price. A same or lower price applies to existing subscribers from their next billing cycle, as set out in the End User Terms of Service (Section 4.3).

12.2 Creator Rate

The standard Creator Rate is thirty percent (30%) of the Creator Revenue Base for each eligible purchase or subscription linked to the Creator's companion, including eligible DLC, add-on content and gifts.

Provider may offer an individual Creator a higher Creator Rate, up to fifty percent (50%), by separate written agreement or by an in-platform commercial offer that the Creator affirmatively accepts. Higher rates may be based on performance, partnership arrangements, audience reach, promotional commitments, or other commercial considerations. A higher Creator Rate applies only for the period and transactions specified in the applicable offer or agreement. Provider will not reduce the standard Creator Rate below thirty percent (30%) without treating the reduction as a Material Change.

Provider may from time to time offer optional bonus, promotional, or incentive programs under their own published terms. Amounts paid under such programs are separate from, and do not permanently modify, the Creator Rate unless expressly stated.

12.3 Creator Revenue Base & Calculation

For each transaction, the Creator Revenue Base is calculated as follows: Customer Price minus Indirect Taxes minus Transaction Processing Costs. Creator Earnings for that transaction equal the applicable Creator Rate multiplied by the Creator Revenue Base.

- Indirect Taxes are removed before the revenue split because they are amounts Provider must collect, account for, or remit to a tax authority and are not treated as revenue available for sharing.
- Transaction Processing Costs are removed before the revenue split using the actual transaction-level cost charged by the payment processor where reasonably available. Provider will not substitute unrelated overhead, hosting, development, marketing, or general business expenses into this calculation.

- Because tax rates, payment methods, card types, and currency routes vary, the Creator Revenue Base and Creator Earnings from the same Customer Price may differ between End Users or transactions.
- Calculations may be rounded to the smallest unit of the applicable ledger currency using a reasonable and consistently applied method.
- Provider will make transaction-level or aggregated information reasonably available in the Creator dashboard showing the Customer Price, relevant taxes and processing costs, Creator Revenue Base, Creator Rate, and resulting Creator Earnings.

12.4 Contracting Party, US Sole-Proprietor Merchant, Payment Processing & Connected Accounts

As between Creator and Provider, MUSUNO LTD remains the contracting Provider under this Agreement and is responsible for calculating Creator Earnings and meeting the Provider obligations stated here. End User payment collection, Stripe Connect administration, transfers, refunds, and related payment operations may, however, be routed through either a MUSUNO LTD payment account or the United States sole-proprietor payment arrangement described below. The legal seller/merchant for an End User transaction may therefore differ from the Creator's contractual counterparty under this Agreement.

Payment processing may be provided through Stripe or another payment processor. Certain Creators and products may be assigned to a United States payment route using a United States Stripe account whose business type is Individual (sole proprietorship), owned and operated by Xavier Yi Yu Luo (also known as Xavier Luo) under the business/trade name “Musuno” (“Musuno US”). Musuno US is not a separate company or legal entity. For End User transactions routed through that account, Xavier Yi Yu Luo d/b/a Musuno is the legal seller and merchant in his sole-proprietor capacity; Stripe may display “Musuno” as the business/merchant name or statement descriptor. The End User’s location does not by itself determine which payment route applies: the route is assigned to the relevant Creator or product and the applicable seller/merchant is identified at or before checkout and/or in transaction documentation. The Creator’s contractual revenue-share entitlement under this Agreement remains an obligation of MUSUNO LTD unless a separate written agreement expressly states otherwise.

Where Creator uses a payment-processor connected account, Creator authorises MUSUNO LTD, Xavier Yi Yu Luo d/b/a Musuno where the United States Stripe route applies, and their authorised payment administrators to create, link, administer, or interact with that connected account to the extent necessary to provide the Platform and payouts. This may include transmitting information supplied by Creator to the payment processor; receiving account identifiers, verification, capability, balance, transfer, and payout-status information; initiating transfers or payouts; reconciling or reversing transaction-related amounts for refunds and disputes; and applying holds or restrictions required by law, sanctions rules, fraud controls, or payment-processor requirements. Creator also authorises the sharing of connected-account information among MUSUNO LTD, Xavier Yi Yu Luo d/b/a Musuno where applicable, and the payment processor as reasonably necessary for those purposes. Connected-account information will be handled in accordance with this Agreement and the Privacy Policy.

Creator acknowledges that use of Stripe Connect or another connected-account service is also subject to the payment processor’s own terms and onboarding requirements. Creator must provide accurate information and maintain eligibility under those terms. Provider cannot guarantee that a payment processor will approve, maintain, or continue to support a particular account, country, currency, payment method, or payout route.

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 Transaction Costs & Cash-Out Costs

Transaction Processing Costs are accounted for before the Creator revenue split under Section 12.3. They are not deducted a second time from Creator Earnings after the split.

Costs charged by Provider's payment processor specifically in connection with making funds available to or paying out the Creator - including a monthly active connected-account fee, per-payout or transfer fees, cross-border transfer fees, and payout currency-conversion charges - are borne by the Creator and may be deducted at cash-out. Provider does not add a separate Musuno cash-out fee or mark-up to those processor charges. Before the Creator confirms a cash-out, Provider will display an itemised estimate or breakdown of applicable cash-out costs and the resulting amount expected to be transferred. Actual foreign-exchange amounts may vary according to the payment processor's rate at the time of conversion.

12.6 Refunds, Chargebacks & Adjustments

Creator does not retain Creator Earnings for the refunded or successfully disputed portion of a transaction. If all or part of a transaction is refunded or successfully disputed, the Creator Earnings originally credited for the affected portion are proportionally reversed using the original transaction ledger entry and Creator Rate.

- If a reversal exceeds the Creator's available balance, the resulting negative balance may roll forward against future Creator Earnings until cleared.
- For ordinary refunds, cancellations, product discontinuations, and customer disputes that are not caused by Creator fraud, intentional misconduct, or material breach, Provider will not charge Creator more than the Creator Earnings attributable to the affected transaction. Provider bears its own retained share and its ordinary non-refundable platform or transaction costs.
- If a loss, refund, chargeback, penalty, claim, or other direct cost results from Creator fraud, intentional misconduct, infringement, unlawful content, or material breach of this Agreement, Provider may recover reasonable direct losses caused by that conduct from future Creator Earnings or otherwise in accordance with Sections 19 and 20, to the extent permitted by law, payment-network rules and the payment processor's terms. Provider does not pass payment-processor dispute fees to Creators where those terms prohibit it.
- Provider may place transaction-specific or account-level safeguards or holds in cases of excessive refunds, fraud, abuse, suspected infringement, payment disputes, or legal/compliance concerns.

12.7 Pending Earnings, Available Balance & Cash-Outs

Creator Earnings are recorded in Provider's internal ledger on a per-transaction basis. Newly credited Creator Earnings remain Pending for fourteen (14) days from the underlying End User transaction. This period is intended to allow ordinary refunds, cancellations, and payment adjustments to be reflected before funds become withdrawable.

After the fourteen (14) day pending period, Creator Earnings become Available unless the relevant transaction or account is subject to a refund, chargeback, fraud review, legal or sanctions requirement, payment-processor reserve or restriction, or another reasonable compliance hold. Provider may extend a hold only to the extent reasonably connected to the relevant issue.

- Creator may request a cash-out of the Available balance at any time, with no minimum balance.

- Provider will initiate the corresponding transfer through its payment processor as part of the cash-out process, subject to payment-processor availability and any applicable hold. The time for funds to reach the Creator's bank or payout method after transfer is controlled by the payment processor and banking system.
- Cash-out costs under Section 12.5 are deducted from the amount transferred and are shown before the Creator confirms the cash-out. Where a monthly active-account fee applies only once in a calendar month, Provider will identify that fact so the Creator can choose when to withdraw.
- Payout methods and monetisation availability depend on the countries, currencies, and connected-account capabilities supported by Provider's payment processors. Provider may prevent paid publication or cash-out in an unsupported jurisdiction even if other creator tools remain available.
- Provider may withhold or deduct amounts required by applicable law, including tax withholding where legally required.
- Creator ledger amounts are denominated in US dollars unless otherwise stated. Where a payout is made in another currency, conversion is performed by the payment processor at its prevailing rate and any applicable conversion charge is treated as a cash-out cost.
- If a Creator leaves the Platform with an unclaimed positive balance, Provider will retain a record of that balance and make it claimable by contacting Provider, subject to applicable law, identity verification, processor availability, and any permitted offsets.
- Creator is responsible for their own income tax, social-security, and similar obligations on amounts received under this Agreement, except to the extent Provider is legally required to withhold or report amounts.

12.8 Creator Departure & Final Payout

Upon termination of this Agreement or the Creator's participation on the Platform, Provider may hold the Creator's final payout for up to thirty (30) days to account for refunds, chargebacks, immediate-removal refunds, or other transaction adjustments. A longer hold may be used only where reasonably necessary because of an unresolved dispute, legal requirement, payment-processor restriction, fraud review, or similar specific issue. If the Creator's account reflects a negative balance at termination, the Creator remains responsible for that balance to the extent permitted under this Agreement. Where termination results from Provider's material breach, Section 18.3 applies.

12.9 Transition to the Platform Ledger

The revenue calculation in this Section 12, first introduced in Version 1.3.1, applies only to transactions that occur after the Creator is migrated to the platform ledger and the applicable Creator Rate is in effect. Transactions completed under an earlier creator agreement or earlier revenue model are not retroactively recalculated under this Section 12. Provider will identify the applicable rate and ledger treatment in the Creator account or other acceptance record.

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; Material Changes (as defined in Section 2); and revenue performance relating to the Creator's companion. The Creator dashboard will show, at a reasonable level of detail, subscriptions, transactions, the applicable Creator Rate, Creator Earnings, pending and available balances, and cash-out deductions. Where the platform-ledger model is used, Provider will also make the relevant transaction calculation components available as described in Section 12.3.

15. Communication & Notices

15.1 Contact

Creator may contact Provider at 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 electronic notice of any Material Change at least thirty (30) days before it takes effect, unless the Creator affirmatively agrees to a replacement agreement that lawfully takes effect earlier. Direct notice may be delivered to the Creator's registered email address and/or through a mandatory account or in-app notice reasonably designed to bring the change to the Creator's attention and record acknowledgement. After a Material Change takes effect, Provider may require the Creator to acknowledge the current version before making further changes in the Creator account, such as listing, editing, or repricing a companion. Acknowledgement is never required to view or cash out Creator Earnings already earned, delist a companion, opt out of external marketing, withdraw an agency payout direction, or terminate this Agreement under Section 18.1. During the applicable notice period, an existing Creator remains governed by the prior terms for the affected Material Change unless they affirmatively accept the replacement terms earlier. A Material Change will not apply retroactively to completed transactions. 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 Electronic Notices & Deemed Receipt

Creator must keep their registered email address current and regularly review notices presented in their account. An email notice is deemed received when sent to the registered email address unless Provider receives a delivery-failure notice. An account or in-app notice is deemed received when displayed to the Creator or when the Creator next signs in and is required to acknowledge it, as applicable. 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 use automated or risk-based systems to identify, flag, prioritise, or temporarily hold content or account activity for human review. A decision under this Section to unpublish or hide content, restrict monetisation, suspend a Creator, or terminate a Creator relationship is made following human review, except that Provider may apply temporary technical or safety measures while review is pending where reasonably necessary to protect users, rights holders, payment systems, or the Service. Following review, Provider may suspend or restrict a Creator's access, unpublish or remove specific content, restrict monetisation, or place reasonable payout holds where Provider reasonably believes the Creator has violated Section 6, the Content Guidelines, the Copyright & Content Reporting Policy, payment-network rules, or another material term of this Agreement. Provider may also take protective action while investigating a credible legal, safety, fraud, infringement, security, or reputational concern. Except where prohibited by law or where disclosure would create a material legal, safety, security, privacy, or third-party risk:

- Provider will give the Creator a statement of the reasons for the suspension or restriction;
- the Creator may respond, submit a support ticket, and request human review or clarification of the decision; and
- revenue attributable to the Creator's other, compliant listings - and revenue from the affected listing earned before the relevant violation or issue arose - remains payable in accordance with Section 12, subject to refunds, chargebacks, legally required holds, and any direct losses recoverable under this Agreement.

18. Termination

18.1 Delisting or Termination by Creator

Creator may delist an individual companion while keeping their Creator account, or may terminate this Agreement by deleting their Creator account through account settings or, if they cannot access the account, by contacting Provider under Section 15.1.

Standard Wind-Down. Unless Creator requests Immediate Removal under this Section or urgent circumstances require otherwise, delisting or termination follows a standard wind-down. The companion is removed from new sale and public discovery, and future renewals are cancelled or prevented as soon as reasonably practicable. End Users who have already paid for a current subscription period may continue using the companion until the end of that paid period. Creator Assets may remain on Provider's live systems solely to provide that existing paid access and will not be used for new sales or new external marketing during the wind-down.

Immediate Removal. A Creator who needs their companion or Creator Assets removed before existing paid periods end may request Immediate Removal through an available account control or by contacting

Provider. Provider may end End User access immediately or as soon as reasonably practicable and may issue prorated refunds for the unused portion of affected subscription or add-on subscription periods. The Creator Earnings attributable to refunded amounts are reversed under Section 12.6. Requesting Immediate Removal may therefore reduce the Creator's available balance or create a negative balance.

Except where additional direct losses result from Creator fraud, intentional misconduct, infringement, unlawful content, or material breach, Creator is not responsible for more than the Creator Earnings attributable to ordinary refunds arising from Creator-requested removal.

18.2 Wind-Down & Deletion Schedule

Upon delisting or termination, the following schedule applies:

- Immediately or as soon as reasonably practicable: new purchases and new renewals stop; the companion is removed from public discovery; Creator-provided development credentials are deleted under Section 8; and Creator Assets are not used in new external marketing.
- Standard Wind-Down: Creator Assets may remain in Provider's live systems solely for existing paid End Users until the last applicable paid access period ends. Within ten (10) business days after that access ends, Provider will delete the Creator Assets and technically derived files from live systems, except where retention is legally required.
- Immediate Removal or urgent Provider removal: End User access may end immediately or as soon as reasonably practicable, and Provider will delete Creator Assets and technically derived files from live systems within ten (10) business days, subject to legally required preservation.
- Within ninety (90) days after live-system deletion: residual copies in encrypted backups are purged in the ordinary backup rotation cycle. Backup copies are not restored or used for ordinary commercial purposes during this period, except where reasonably necessary for security, disaster recovery, or legal compliance.
- Retained where legally required: transaction, tax, fraud-prevention, moderation, dispute, and accounting records may be retained for the period required or permitted by applicable law. Provider's ordinary accounting records are retained for six (6) years. These records do not include the Creator's full creative asset files unless preservation of a specific file is reasonably required for a live dispute or legal claim.
- End User devices: once an End User's licence ends, Provider will cease updates and re-downloads and instruct the application to delete the companion's local files. Because deletion depends on the End User's device and operating system, Provider cannot guarantee that every local copy is erased. End Users remain prohibited from extracting, copying, or redistributing Creator Assets outside their licence.

18.3 Termination for Provider Breach

If Provider materially breaches this Agreement - including by using Creator Assets outside the scope of Section 3 - Creator may terminate with immediate effect by written notice and may request Immediate Removal. Provider will pay accrued Creator Earnings as they become legally and operationally payable without imposing the ordinary additional final-payout hold in Section 12.8, except for specific refunds, disputes, legal requirements, or payment-processor restrictions that Provider cannot reasonably avoid.

18.4 Termination or Discontinuation by Provider

Provider may terminate this Agreement, suspend a Creator, or discontinue a commercial relationship for a Creator's material breach, illegal or infringing content, fraud, security or payment risk, repeated policy

violations, conduct creating a material safety or reputational risk to Provider or its users, or another lawful cause. Provider may act immediately where Provider reasonably considers immediate action necessary.

Provider may also decide, in its discretion, that it no longer wishes to continue a Creator relationship for any lawful business, commercial, strategic, partnership, reputational, safety, platform-integrity, compliance, operational, or other legitimate reason, even where the Creator has not materially breached this Agreement. Provider is not required to establish a Creator breach as a condition of exercising this discretionary termination right. Where applicable law requires advance notice, a statement of reasons, or another procedure, Provider will comply with that requirement; otherwise Provider may withhold confidential, security-sensitive, legally restricted, or third-party information. Where there is no urgent risk and no Creator breach, Provider will normally use the Standard Wind-Down in Section 18.1 rather than Immediate Removal and will pay accrued Creator Earnings in accordance with Section 12.

If Provider chooses Immediate Removal without Creator breach, refunds are allocated under Section 12.6: the Creator's ledger is reversed only for the Creator Earnings attributable to the refunded portion, while Provider bears its own retained share and ordinary platform costs. This does not limit Provider's rights to recover additional direct losses where the Creator has breached this Agreement or engaged in fraud, infringement, unlawful conduct, or intentional misconduct.

19. Indemnification

Creator agrees to indemnify and hold Provider harmless against third-party claims, damages, liabilities, or reasonable expenses resulting from: Creator Assets lacking proper rights; Creator Content violating laws or third-party rights; Creator's misuse of the Product; Creator's fraud or intentional misconduct; or Creator's material violation of this Agreement, platform rules, or applicable third-party terms. This may include reasonable direct refund or dispute losses to the extent caused by the relevant breach or misconduct, subject to applicable law and Section 20.

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. An agency agreement may vary or override this Agreement for a particular Creator only to the extent that the Creator has authorised the agency to bind the Creator to those terms, the Creator is otherwise legally bound by the agency's authority, or the Creator separately accepts the relevant terms. No agency agreement may reduce a Creator's mandatory legal rights merely because the Creator is represented by an agency.

A Creator represented by an agency may direct, in writing or by accepting the agency role in their Creator account, that their Creator Earnings be paid to the agency's connected account. Payment to that account discharges Provider's obligation to pay those Creator Earnings to the Creator. The Creator may withdraw the direction at any time by notice under Section 15.1; the withdrawal applies to Creator Earnings not yet transferred.

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, 12.7, 12.8, 18.2, 19, 20, 21, 22, and 24, and any accrued rights and obligations (including positive balances that remain payable or claimable and negative balances that remain due), 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, together with the Content Guidelines and the Copyright & Content Reporting Policy to the extent applicable to Creator conduct and content, constitutes the agreement between Creator and Provider with respect to its subject matter and replaces previous creator agreements relating to that subject matter, subject to Section 12.9 for historical transactions. It does not affect any agreement between Creator and a third party, including a talent agency. This Agreement may be amended or superseded only by a subsequent written agreement accepted by both parties or by Provider in accordance with the Material Change process in Section 15.2.