MUSUNO TERMS OF SERVICE

Version 1.3.2 — Published: 2 November 2026

1. Who We Are & Acceptance of These Terms

These Terms of Service ("Terms") govern your use of the Musuno platform, website, and desktop application (together, the "Service"), operated by 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 ("MUSUNO LTD", "Musuno", "we", "us"). Certain Creators and products are 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. MUSUNO LTD operates the Service; the legal seller/merchant for an individual purchase is identified under Section 4.1.

By creating an account or downloading a companion, you accept these Terms with MUSUNO LTD as operator of the Service. By making a purchase, you also accept the transaction-specific provisions of these Terms with the seller/merchant identified at or before checkout and/or on the payment receipt. If Musuno US is identified for that transaction, the legal seller and merchant is Xavier Yi Yu Luo d/b/a Musuno, acting as an individual sole proprietor; "Musuno" is his business/trade name in that capacity and is not a separate legal entity. If you do not agree to these Terms, please do not use the Service. We record the version of these Terms accepted by you and when you accepted it. A new user who accepts this version on or after 2 November 2026 is bound by it upon acceptance. For an existing user, a material change takes effect only after the applicable notice period in Section 15 has expired, unless the user affirmatively accepts the updated Terms earlier and earlier effect is lawful.

The Service is a marketplace for desktop companions created by independent creators ("Creators"). Companions and the artwork, models, audio, and other materials embodied in them ("Creator Assets") are created and owned by Creators, not by Musuno; companions consist of Creator-owned assets delivered through Musuno-owned software and technology.

2. Eligibility & Accounts

2.1 Age Requirements

- You must be at least thirteen (13) years old to create an account or use the Service.
- If you are under eighteen (18), you may only make purchases with the consent of a parent or legal guardian who authorises the use of the relevant payment method. By allowing a minor to use their payment method, the parent or guardian accepts these Terms in respect of that purchase and is responsible for the transaction.
- If you are a parent or guardian and believe a minor has made a purchase without your consent, please contact us at the address in Section 14 and we will work with you to resolve it.

2.2 Your Account

- You must provide accurate information when creating an account and keep it up to date.
- You are responsible for keeping your account credentials secure and for activity that occurs under your account.
- Notify us promptly at the address in Section 14 if you believe your account has been compromised.

3. Your License to Use Companions

We grant you a personal, non-exclusive, non-transferable license to install and use the Musuno desktop application on your devices for personal, non-commercial purposes, subject to these Terms. The application is free to download, before or after any purchase; companions you have purchased appear in the application when you log in.

When you purchase or subscribe to a companion on our website, we make it available to your Musuno account immediately, and Musuno grants you (under license from the relevant Creator) a personal, non-exclusive, non-transferable license to download and use that companion, and the Creator Assets embodied in it, on your own devices for personal, non-commercial purposes, for as long as your purchase or subscription remains active.

DLC and add-on content: DLC for a companion requires an active subscription to that base companion. A one-time DLC unlock is charged once and stays unlocked on your account for as long as you maintain an active subscription to that companion and the companion remains available to you; if your base subscription ends, access to the DLC ends too, and a one-time unlock may reactivate if you later re-subscribe while the companion is still available. DLC offered as an add-on subscription renews monthly or yearly, as shown at checkout, from the day you buy it; a yearly add-on costs ten times its monthly price. If you cancel, your base subscription and add-on subscriptions run to the end of the period you have paid for. If a companion is discontinued, your access and any refund depend on whether it follows the normal end-of-period wind-down or is removed immediately, as explained in Section 4.4. One-time unlocks remain subject to Section 6.

This license does not make you the owner of the companion or any Creator Assets. Creators retain full ownership of their work. You may not:

- copy, extract, redistribute, resell, sublicense, or publicly share companions or Creator Assets (in whole or in part), including model files, artwork, audio, or video;
- modify companions or Creator Assets, or use them to create derivative works, outside any customisation features provided within the Service;
- use companions or Creator Assets for commercial purposes, in your own products, or in AI training datasets; or
- reverse-engineer, decompile, or attempt to extract the source code or assets of the Service or any companion, except where such a restriction is prohibited by law.

When a licence ends - because you cancel, the paid period expires, a companion is removed with immediate effect, or your account is closed - your right to use that companion ends. If a companion is merely delisted under the normal wind-down in Section 4.4, your licence continues until the end of your current paid period. When the licence ends, you must delete any remaining local copies of the companion and its Creator Assets from your devices. The application will attempt to remove them automatically, but where it cannot, deleting them is your responsibility. Continuing to use, keep, copy, or extract a companion or Creator Assets after the licence ends is a breach of these Terms and may infringe the Creator’s rights.

Streaming, screenshots, and video content that feature a companion as part of your own gameplay, desktop, or stream are permitted for personal and monetised streaming/content purposes, unless the Creator’s listing states otherwise.

4. Purchases, Subscriptions & Billing

4.1 Purchases

- The seller/merchant for a purchase is determined by the payment route assigned to the relevant Creator or product, not by the End User's location. Purchases routed through the MUSUNO LTD payment route are sold by MUSUNO LTD. Purchases routed through Musuno US are sold and processed by Xavier Yi Yu Luo d/b/a Musuno as an individual sole proprietor; for legal purposes he is the seller and merchant, while "Musuno" is the business/trade name used for that sole proprietorship and may be shown by Stripe as the merchant/business name or statement descriptor. Musuno US is not a separate legal entity. The applicable seller/merchant identity and business/contact information will be disclosed at or before checkout and may also appear on the receipt, invoice, or other transaction documentation.
- The price shown is the price you pay. Prices displayed on the Service include any applicable taxes (such as VAT or sales tax), and we do not add processing fees, service fees, or other charges at checkout.
- Payment is processed by third-party payment processors such as Stripe. Regardless of which seller/merchant applies to a particular purchase, MUSUNO LTD operates the software and platform, and the licence, subscription, cancellation, refund, and content-access rules in these Terms apply to that purchase, subject to any mandatory rights you have under applicable law. The applicable seller/merchant is responsible for the sale-side payment obligations and payment-provider interactions for that transaction. For Musuno US transactions, Stripe may identify Xavier Yi Yu Luo as the legal account holder while displaying Musuno or MUSUNO as the business/merchant name or statement descriptor. We do not store your full payment card details.
- DLC and add-on content may be offered as a one-time unlock (charged once) or as an add-on subscription billed monthly or yearly. Add-ons require an active subscription to the related base companion.

4.2 Subscriptions

- Subscriptions renew automatically at the interval shown at checkout (for example, monthly) until cancelled.
- You can cancel a subscription at any time through your account settings, in the desktop app or on the website. Cancellation takes effect at the end of the current billing period, and you keep access until then. We do not charge you after cancellation takes effect.
- If a renewal payment fails, we may retry it and notify you. If payment cannot be collected, the subscription and associated access will be suspended or cancelled.
- Add-on subscriptions renew and cancel in the same way as companion subscriptions, and you can cancel an add-on on its own and keep your base subscription. Cancelling a base companion subscription also ends its add-on subscriptions when the base subscription’s paid period ends; if an add-on still has paid time left at that point, we refund the unused portion to your original payment method; one-time unlocks pause and reactivate automatically if you re-subscribe.

4.3 Price Changes

We will never automatically charge you a higher price for an existing subscription. If a Creator changes the price of a companion you subscribe to: where the new price is the same or lower, your subscription continues and the new price applies from your next billing cycle; where the new price is higher, your current subscription ends at the close of your current billing period. We will let you know through the

website and/or an in-app notice, and you can re-subscribe at the new price through the store — you will not be charged the higher price unless you actively re-subscribe.

4.4 If a Companion Is Removed

Creators may leave the Service or remove their companions, and Musuno may also discontinue a companion. Where reasonably practicable, a normal discontinuation follows an end-of-period wind-down: new purchases and future renewals stop, but an End User who has already paid for a current subscription period keeps access until that paid period ends. In that case no prorated refund is normally required because the paid period remains available. Add-on subscriptions end with it, and any add-on paid time left after that is refunded as described in Section 4.2. After the final paid period ends, access, updates, and re-downloads stop and the application will attempt to remove local companion files.

In some circumstances a companion may need to be removed immediately, including where a Creator specifically requests immediate removal or where Musuno reasonably considers immediate action necessary for legal, intellectual-property, safety, fraud, payment-network, security, or other serious reasons. If immediate removal ends an active paid subscription or add-on subscription before the end of the paid period, Musuno will refund the unused portion of that period to the original payment method, unless a different remedy is required by law. One-time DLC unlocks purchased within fourteen (14) days before removal remain refundable under Section 6; older one-time unlocks will be reviewed in good faith taking account of the circumstances and applicable law.

4.5 Gifts

- You can buy a companion subscription as a gift for another Musuno account: a single charge for the period shown at checkout. The gift starts automatically on the receiving account when the purchase completes, so there is nothing to redeem and gifts do not expire. The seller is the one identified for that companion under Section 4.1, and the price shown is the price you pay.
- The person receiving the gift needs their own Musuno account (Section 2) and receives the licence in Section 3 for the gifted period. A gift does not renew and is never charged to the person receiving it. When the gifted period ends, access ends unless they subscribe.
- Refunds for gifts follow Section 6: the person who paid can request a full refund within fourteen (14) days of payment, and the gifted access ends when the refund is made. If the companion is removed with immediate effect during the gifted period, we refund the unused portion to the payment method used to buy the gift.

5. Cancellation Rights (14-Day Cooling-Off)

If you are a consumer in the United Kingdom, the European Union, or another jurisdiction with equivalent rules, you have a legal right to cancel a purchase of digital content or services within fourteen (14) days without giving a reason.

We do not ask you to give up this right. Although many digital services require you to waive your cancellation rights in order to get immediate access, we do not. We make your purchase available to your account straight away, and you keep your full 14-day cancellation right on every purchase — base subscriptions, add-on subscriptions, and one-time DLC unlocks alike. Section 6 explains how this works in practice.

- **How to cancel:** cancel a subscription through your account settings in the desktop app or on the website. To cancel a purchase and request your money back under this section, submit a support ticket, or contact us at the address in Section 14 with a clear statement that you wish to cancel.

6. Refunds & Faulty Content

Nothing in these Terms affects your statutory rights. If you are a UK consumer, digital content must be of satisfactory quality, fit for purpose, and as described (Consumer Rights Act 2015); if it is not, you are entitled to a repair or replacement, and if that is not possible or does not fix the problem, to some or all of your money back. Consumers in the EU and other jurisdictions have equivalent legal guarantees.

14-day refund on every purchase. You can request a full refund of any payment — a first subscription payment, a subscription renewal, an add-on subscription payment, or a one-time DLC unlock — within fourteen (14) days of that payment, for any reason or none.

- **Faulty or not-as-described content:** always refundable, at any time, under your statutory rights above.
- Companion discontinued or removed: if access ends before the end of a paid subscription or add-on subscription period, we will provide the prorated refund described in Section 4.4 without you needing to ask. The same applies when your base subscription ends while an add-on still has paid time left (Section 4.2). If access continues through the end of the paid period under the normal wind-down, no prorated refund is normally due.
- **Fair use of this policy:** we may decline a refund where we reasonably believe the policy is being misused — for example, repeatedly subscribing and refunding to obtain free access, refund requests connected to fraud or payment abuse, or breaches of Section 7. We will tell you why if we decline.
- **How to request a refund:** submit a support ticket through the Service; refunds are returned to your original payment method and processed without undue delay, and in any event within fourteen (14) days of the day you ask. If you cannot access the ticket system, contact us at the address in Section 14.

7. Acceptable Use

You agree not to:

- use the Service for any unlawful purpose, or to harass, defame, or harm others;
- upload or distribute malware, or attempt to disrupt, overload, or gain unauthorised access to the Service;
- circumvent payment, licensing, or technical protection measures, or share account access to avoid payment;
- scrape, harvest, or bulk-download content, assets, or data from the Service; or
- misrepresent your affiliation with Musuno or any Creator.

8. Reviews & User Submissions

If the Service allows you to post reviews, comments, or other content, you grant Musuno a non-exclusive, worldwide, royalty-free license to display that content on the Service. You are responsible for what you post. Do not post content that is unlawful, infringing, deceptive, or abusive; we may remove content that violates these Terms.

If you believe a companion, Creator Asset, listing, review, or other content infringes intellectual property rights, violates our content rules, is illegal, or creates a safety concern, you can use the Report form at musuno.com/report (also linked from Musuno marketplace and product pages) or contact us under Section 14. Copyright and content reports are handled under our Copyright & Content Reporting Policy.

9. Availability, Updates & Changes to the Service

We work to keep the Service available and improving, but we do not guarantee uninterrupted operation, and features may change over time. Companions are supplied by independent Creators, and availability of any particular companion is not guaranteed (see Section 4.4). We may update the desktop application to maintain security, compatibility, and performance; digital content will continue to match its description following updates, as required by law.

10. Suspension & Termination

- You may stop using the Service and close your account at any time via your account settings on the website; if you cannot access your account, submit a support ticket or contact us at the address in Section 14. Closing your account does not entitle you to a refund of amounts already properly charged, except as set out in Sections 4–6 or required by law.
- We may suspend or terminate your access if you materially breach these Terms (for example, redistributing Creator Assets or circumventing payment). Except in urgent cases (such as fraud, security threats, or unlawful activity), we will tell you the reason and give you an opportunity to respond.
- Sections 3 (license restrictions), 8, 11, 12, and 13 survive termination.

11. Our Liability to You

Nothing in these Terms excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under applicable law. Nothing in these Terms affects your statutory rights as a consumer.

Subject to the above:

- We are responsible for foreseeable loss or damage caused by our breach of these Terms or our failure to use reasonable care and skill.
- We are not responsible for loss or damage that is not foreseeable, or for business losses — the Service is for personal, non-commercial use.
- The applicable contracting party's total liability to you in connection with the Service or a purchase is limited to the greater of £100 and the amounts you paid in the twelve (12) months before the event giving rise to the claim. Where Musuno US is the seller/merchant for a purchase, this limitation applies to Xavier Yi Yu Luo d/b/a Musuno to the maximum extent permitted by applicable law.

Companions are created by independent Creators. MUSUNO LTD operates the marketplace and Service, while the seller/merchant identified under Section 4.1 is responsible for the sale-side obligations of the applicable purchase. Creators are responsible for the content of their companions as between Musuno and the Creator. Your statutory consumer rights against the applicable seller/merchant are unaffected.

12. Privacy

We process your personal data in accordance with our 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). The Privacy Policy explains what we collect, why, and your rights.

12.1 Discord Integration and Message Relay

Where a Creator connects a Musuno model or companion to a Discord server, our Discord application ("Musuno Bot") uses limited Discord data so that the companion can respond to activity in authorised linked channels in real time. Discord is a third-party service, and use of Discord remains subject to Discord's own terms and policies.

What we process. Discord's gateway may deliver message events to Musuno Bot. For a channel that a Creator has linked to one of their Musuno models, the bot transiently receives the message text, the URL for any attached audio file, and source-channel information so that it can relay the content to the connected Musuno desktop application. Messages from channels that are not linked to a model are discarded on receipt: they are not forwarded to the Musuno desktop application and are not stored by Musuno. The bot does not copy an attached audio file; it passes Discord's own file URL to the connected desktop application.

Why we process it. A linked channel allows the companion to respond in real time. Message text can be spoken by the avatar in the purchaser's desktop application, and attached audio can be played there. Musuno Bot also recognises limited administrator-only text commands so that a server administrator can check and repair the server's Musuno integration setup from within Discord.

Message-content retention, access, and restrictions. Message content from linked channels is relayed in transit to connected desktop applications subscribed to that channel. It is not written to Musuno's database, is not recorded in message-content logs, and is not retained by Musuno after delivery. Musuno personnel do not have a Musuno dashboard, database record, or message-content log through which to view the relayed message content. For a relayed message, the sender's Discord username and the source channel name and/or channel identifier may be handled transiently by the relay process, but Musuno does not retain that message-related metadata after forwarding. Musuno does not use Discord message content to train machine-learning or artificial-intelligence models, does not sell it, and does not use it for advertising.

Other Discord data. Where a Creator has configured a purchaser role, Musuno uses the Discord account identifier linked to a purchaser's Musuno account to grant that role in the Creator's server following a purchase. Where a Creator adds Musuno Bot to a server through Musuno, Musuno records the identifier and name of that server so that the website can offer the relevant server, channel, and role options in its configuration tools.

Controls and permissions. A Discord server administrator controls whether Musuno Bot can access a channel, and the Creator who owns the relevant Musuno model controls which accessible channels are linked to that model. You must have the authority to add Musuno Bot to a server and to link the channels you configure. Removing the bot from a server stops future message relay, administrator-command, and role-assignment activity by the bot for that server. You may unlink your Discord account from Musuno at any time in your account settings; unlinking ends Musuno's use of that account link for current and future purchaser-role assignment activity, but it does not automatically revoke a Discord role that was already granted.

Sensitive information. Do not use a Musuno-linked Discord channel to provide Musuno Bot with financial account information, protected health information, or other sensitive personal information that is not necessary for the integration. Creators and server administrators should limit the bot's channel access to channels appropriate for the Musuno functionality described above.

13. Governing Law & Disputes

These Terms are governed by the laws of England and Wales, except that any mandatory law applicable to a transaction sold by Musuno US or to you as a consumer continues to apply and is not excluded by this choice of law. If you are a consumer, you also benefit from any mandatory protections of the law of the country where you live, and nothing in these Terms takes those away.

You can bring a claim relating to these Terms in the courts of England and Wales or, if you live in another country whose law gives you that right, in the courts of your home country. We will bring any claim against you as a consumer in the courts of the country where you live, where the law so requires.

If you have a problem, please contact us first at the address in Section 14 — most issues can be resolved quickly and informally.

14. Contact

For Service and general support matters, you can reach us at admin@musuno.com or in writing at: MUSUNO LTD, 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom. If your purchase is sold by Xavier Yi Yu Luo d/b/a Musuno through the Musuno US payment route, the applicable United States business/contact information for that seller is disclosed at or before checkout and/or in the transaction documentation; you may also contact admin@musuno.com for assistance with the purchase.

15. Changes to These Terms

We may update these Terms from time to time. If we make a material change, we will give direct electronic notice through your registered account, by email, and/or by a prominent website or in-app notice at least thirty (30) days before it takes effect where reasonably practicable, unless the change is required sooner by law or payment-network rules. During that notice period, existing users remain governed by the prior terms for the affected material change unless they affirmatively accept the updated Terms earlier and earlier effect is lawful. New users who accept the then-current Terms after publication are bound upon acceptance. If you do not agree with a change, you may stop using the Service and close your account before it takes effect. After a change takes effect, we may ask you to confirm the updated Terms before you make new purchases or other changes in your account. You can still use companions you have already paid for, cancel a subscription, ask for a refund, close your account and use your privacy rights without confirming. Changes do not retroactively reduce rights relating to purchases already completed, except where required by law.

16. General

- **Severability:** if any provision of these Terms is found invalid or unenforceable, the remainder continues in full force.
- **No waiver:** our failure to enforce a provision is not a waiver of it.
- **Assignment:** we may transfer these Terms in connection with a merger, acquisition, or sale of our business, provided your rights are not reduced. You may not transfer your account or these Terms to anyone else.
- **Third-party rights:** a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of them.
- **Language:** these Terms are drafted in English; any translation is for convenience only and the English version governs.
- **Entire agreement: these Terms, together with the Privacy Policy and any terms presented at checkout, are the entire agreement between you and MUSUNO LTD regarding use of the Service and, where Musuno US is the identified seller/merchant, between you and Xavier Yi Yu Luo d/b/a Musuno regarding that purchase.**