#### TERMS OF SERVICE GODSOFSEX.IO

# What is Fanschainsing?

Fanschainsing is an innovative business model that enables fans to actively participate in the creation, promotion, and monetization of creators' content. It leverages digital cryptography technology to connect artists with their fans, ensuring transparency, security, and profit sharing. GodsOfSex.io is the world's first groundbreaking social platform that implements these mechanisms with the aim of revolutionizing the adult content industry.

# Terms of Use for the Adult Platform with Fanschaining Functionality

#### Introduction

These are the Terms of Use for the adult platform with Fanschainsing functionality ("godsofsex.io"). By using the Platform, the User accepts all the conditions below. Please read these terms carefully.

#### 1. General Information

- a. **Platform:** An adult website available at [https://godsofsex.io/], offering Fanschainsing functionality.
- b. **Fanschainsing:** A content financing model in which fans can invest in creators' projects, receiving in return a share of the profits from the project.
- c. **Creator:** A User of the Platform who creates and publishes content, raising funds from fans for this purpose.
- d. **Viewer:** A User of the Platform who financially supports Creators, receiving various benefits in return, including access to exclusive content.
- e. **Patron:** A User whose data in the open cryptographic registry indicates engagement in at least six projects (works) of a single Creator, thereby gaining access to those contents to which they are cryptographically linked, as well as the ability to promote them on other platforms or in other venues.
- f. **Content:** Any materials provided on the Platform by Creators, such as films, photographs, live streams, e-books, audiobooks, audio content, or other multimedia formats including those recorded in NFT format.
- g. **NFT** (**Non-Fungible Token**): A unique digital record representing ownership of a specific piece of content or another digital asset within an immutable cryptographic registry publicly accessible to Users.

- h. **Payout Controller:** Software that automates the terms and conditions of cooperation between Creators and Viewers, operating within a decentralized IT network to enable transparent transaction control.
- i. **VOD** (**Video on Demand**): A paid service that allows the viewing of a broadcast film or listening to an audio recording at any chosen time, for a specified duration.
- j. **User:** Any person using the Platform, regardless of their role (Creator, Viewer, business entity, or others, or all of the above).
- 1. **Utility (NFT service):** A service offered by a Creator that may include, for example, a meeting, a joint outing, or other activities, excluding sexual services.
- Ł XVRcoin: An entry in the cryptographic registry reflecting the possibility of receiving certain benefits on the Platform. It can be used for handling transactions, purchasing profile and post promotions. XVRcoin is solely a mechanism to enable access to benefits; in particular, it does not represent any financial value, and its possession does not entail any material profit.
- m. **Blockchain:** By definition, a type of decentralized "registry" that stores data in blocks linked together in a chain. Each block contains information (for example, about transactions), and the entire chain is secured against modification by advanced cryptographic mechanisms.
- n. **Polygon Blockchain:** Polygon is a layer-two blockchain, which means it can process cryptocurrency transactions faster and at lower costs. It was created to scale Ethereum and improve its infrastructure. The aim is to make transactions cheaper and faster on the Ethereum blockchain.
- o. **FIAT Currency:** A type of money that has received legal tender status in a given country. It is not backed by any physical commodity such as gold or silver but is based on trust in the institution that issues it.
- p. **Cryptocurrency Wallet:** An interface for sending, receiving, and managing your cryptocurrency assets.

# 2. Registration Conditions

- a. The User must be at least 18 years old to register on the Platform and use its services.
- b. Registration on the Platform constitutes acceptance of these Terms and the Privacy Policy.
- c. The User is required to provide true information during registration. The account may be blocked or deleted in the event of providing false information.

#### 3. Terms of Use of the Platform

- a. The Platform is intended for publishing and sharing adult content. All content must comply with applicable law and the Platform's Terms.
- b. Creators are responsible for complying with copyright and other intellectual property rights concerning the published content.
- c. It is forbidden to publish illegal, infringing, or offensive content.
- d. Users are required to maintain civility and respect toward other members of the Platform's community.

#### 4. Fanschainsing Terms

- a. Creators may offer projects within which they conduct the sale of certain rights, particularly the rights to promote a project, aimed at Viewers via the Platform.
- b. In return for their promotional activities and other actions supporting the Creator, Viewers may receive access to exclusive content and a share of the profits generated by the projects in which they are associated with the Creator by the appropriate agreement.
- c. All transactions related to Fanschainsing are carried out via transparent cryptographic systems using public transaction registers (public ledgers).
- d. Viewers can track the progress of the projects they have financially or otherwise committed to, as specified in these Terms, and have the right to information regarding the use of the collected funds.

# 5. Safety and Privacy Rules

- a. The Platform undertakes to protect Users' personal data in accordance with applicable law.
- b. All transactions on the Platform are encrypted and secured using blockchain technology.
- c. Users are responsible for maintaining the security of their accounts and not sharing login data with third parties.

## 6. Support for Creators and Viewers

- a. The Platform offers technical and substantive support for Creators in launching Fanschainsing projects and using cryptographic tools, particularly digital wallets.
- b. Users can contact the Platform's support through the Telegram channel available on the website (<a href="https://t.me/GodsOfSexBeta">https://t.me/GodsOfSexBeta</a>) and via email (info@godsofsex.io) in case of technical problems or questions regarding the use of the Platform.

## 7. Rights and Obligations of the Platform

- a. The Platform reserves the right to moderate content and remove materials that violate these Terms or applicable law.
- b. The Platform may introduce changes to these Terms, informing Users on the godsofsex.io platform with appropriate notice.
- c. In the event of a breach of the Terms, the Platform has the right to block or delete the User's account.

# How to Use and Purchase Audio-Visual Content Published as VOD on the GodsOfSex.io Platform

#### 1. Introduction

These are the rules for using the content offered within the fanschainsing framework on the GodsOfSex.io platform. The platform enables Creators to produce and sell content that serves as a utility (service), with the explicit stipulation that such content must not be of a sexual service nature. Use of the Platform, as well as the purchase or sale of content, constitutes acceptance of the following terms and conditions.

## 2. Rules for Creating and Selling NFTs

- a. A Creator may list NFTs representing various utilities, such as meetings, movie outings, or other activities; however, under no circumstances may these include sexual services.
- b. Each NFT must contain a clear statement that it is not an offer or provision of sexual services. The Platform provides a dedicated section (i) with this stipulation.
- c. When creating an NFT, the Creator is required to check the appropriate box confirming that the service offered in NFT format is not a sexual service. Failure to comply with this requirement will result in the blocking or deletion of the Creator's account.
- d. The Platform does not charge a commission on NFT sales, but the User must possess a specified amount of XVRcoins, lock funds in staking, or purchase a premium option in order to acquire an NFT.

# 3. The Process of Purchasing and Minting NFTs

- a. NFTs are minted (created on the blockchain) at the moment of purchase by the User, and the cost of minting is borne by the buyer.
- b. In order to purchase an NFT, the User must have a cryptocurrency wallet containing USDC or XVRC on the Polygon blockchain, or use the fiat payment intermediary option available on the Platform.
- c. The funds from the NFT purchase are transferred to the Creator's account; however, they remain in the "pending" section until confirmation of service completion is received.
- d. The Creator may withdraw funds after the service has been completed, and confirmation of service completion is required from both parties (the Creator and the User).
- e. In the event that service completion is not confirmed by one or both parties, the funds are returned to the User's account.
- f. In the event that funds are returned to the User's account due to non-fulfillment of the utility, a technical fee of ...% will be deducted in favor of the Platform.

#### 5. Payments and Withdrawals

- a. Funds from NFT purchases are held in the "pending" section of the Creator's account, and withdrawal of funds is possible upon confirmation of service completion.
- b. To withdraw funds, the Creator must have a cryptocurrency wallet linked to their profile. Withdrawal of funds in cryptocurrencies requires following the instructions displayed on the platform.
- c. The Creator may also withdraw funds in fiat currency by selecting the "withdraw in FIAT" option and following the provided instructions. Withdrawal in fiat may incur additional fees from the intermediary platform.

### 4. Rules Regarding NFT Utility

- a. Each NFT has a "confirm utility" button that must be activated by both parties after the service has been performed.
- b. Confirmation of service completion is essential to finalize the transaction and release the funds to the Creator's account.
- c. In the event of misunderstandings or non-fulfillment of the service, the Platform facilitates the return of funds to the User's account.
- d. In the event of a refund to the User's account due to non-fulfillment of the utility, a technical fee of ...% will be deducted in favor of the Platform.

# 7. Security and Liability Rules

- a. The Platform will make every effort to prevent the sale of NFTs that include sexual services. Any violation of this stipulation will result in account blocking and, upon confirmation of concerns, account deletion and freezing of funds until the situation is resolved.
- b. Both the User and the Creator are required to comply with applicable laws and the Platform's terms and conditions.
- c. The Platform is not responsible for actions by Users that violate the terms, but reserves the right to take appropriate actions, including account blocking.

## Content Regulations for Audio-Visual Materials on the GodsOfSex Platform

Rules for Acquiring and Using Rights to Audio-Visual Content (Products) on the GodsOfSex Platform. These rules apply to both users who invest in content and creators who offer their works for sale. This regulation aims to ensure transparency, fairness, and the protection of the rights of all parties involved in transactions.

# 1. Acquisition of Rights to Content by Franchisees

#### 1.1. Purchase Method:

• The acquisition of content rights is carried out through the stablecoin USDC or fiat currency via an external platform that facilitates the exchange of fiat into USDC. This may involve additional fees set by the intermediary.

## 1.2. User Requirements:

• The user must have a cryptocurrency wallet and sufficient funds in USDC or fiat currency to complete the purchase of rights.

## 1.3. Product Description:

• The listed product must include a price, content description, and usability, including details on the rights and obligations of both parties involved in the transaction.

# 2. Terms of Sale for Licensing Rights

# 2.1. Creator's Obligations:

- The creator sets the percentage of revenue from views that will be paid to the user.
- The creator may accept a commission for a specific product and, upon completion, list it on the platform under previously agreed terms.
- The creator must ensure that the terms of sale for licensing rights are clearly defined and understandable.

#### 2.2. License Duration:

- The user has the right to use the content for the entire duration of the license validity.
- The license may be extended if the creator agrees, but this must occur no later than 30 days before the expiration date.
- The creator determines the duration of the license unless the GodsOfSex platform's regulations state otherwise.

#### 2.3. Purchase and Transaction Confirmation:

• The user completes the purchase by clicking the "invest" button and agrees to the described terms, waiving the right to withdraw from the contract within 14 days.

#### 3. Promotion and Protection of Content.

#### 3.1. Content Promotion:

• The user has the right to promote purchased content on other social media platforms by providing a link to the creator's profile on the GodsOfSex platform or to their own profile while respecting the creator's interests.

## **3.2. Protection of Creator's Rights:**

- The user is not allowed to copy and distribute the audio-visual content they have acquired rights to unless specific arrangements with the creator allow otherwise.
- In the case of content where promotional or similar rights are granted to Viewers and Patrons:
  - 1. The creator may not publish full versions of the content for which they have sold rights on other online platforms or audiovisual media, except for the GodsOfSex platform.
  - 2. The creator may publish promotional materials on external platforms, including advertising spots, provided that:
    - Materials published outside the GodsOfSex platform will be limited in quality, duration, or other similar means.

- A link to the advertised content on the GodsOfSex platform will be included with materials published outside the platform.
- The creator will make every effort to maximize financial benefits from the content on the GodsOfSex platform, including revenue from VOD playback and advertisements, even at the cost of earnings on other platforms.
- 3. The creator may not republish the content within the GodsOfSex platform without the consent of Patrons involved in the content. Specifically, the creator cannot make the content free or publicly available to subscribers.

#### 3.3. Protection Mechanisms:

• Content on the GodsOfSex platform is stored in NFT format with a unique verification code, facilitating the identification and removal of unauthorized copies.

#### 4. Settlement Mechanisms

# 4.1. Settlement System:

 After purchasing a license, the user's wallet is automatically connected to the settlement system recorded in the Payout Controller, active for the duration of the license.

## 4.2. Investment Repayment Guarantee:

- The creator may activate an "investment repayment" guarantee mechanism, allowing the investor's wallet to remain active until the invested funds are recovered.
- If the "investment repayment" guarantee mechanism is permanently introduced by the GodsOfSex platform, it will apply regardless of the creator's decision.

## 5. Responsibility and Settlements

# **5.1.** User Responsibility:

- By confirming the transaction, the user declares that they have read and agree to the GodsOfSex regulations.
- Any tax settlements and other fees related to the buyer's income are the buyer's responsibility and must comply with applicable legal regulations.

#### 6. Final Provisions

- These regulations may be updated by the Platform. Users will be informed of any changes in advance.
- In case of questions or doubts regarding the use of NFTs on the Platform, users may contact customer support.

#### TERMS OF USE FOR ALL USERS

# BY USING OUR SITE, YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

- 1. **Introduction**: These Terms of Use for all Users govern the use of the GodsOfSex platform and constitute your agreement with us.
- 2. **Interpretation**: In the Terms of Use:
  - a. We refer to our website as "GodsOfSex," including when accessed via the URL www.godsofsex.io;
  - b. References to "we," "us," and "our" mean XVR ProjectSystem, the operator of the GodsOfSex platform;
  - c. "Content" means any materials uploaded to GodsOfSex by any User (whether Creator or Fan), including photos, videos, sounds (such as music and other audio), live materials, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and other materials;
  - d. "Creator" means a User who has set up an account on GodsOfSex as a Creator to post Content that may be viewed by other Users;
  - e. "Fan" means a User who follows a Creator and has access to their Content;
  - f. "Fan/Creator Transaction" means any transaction between a Fan and a Creator on the GodsOfSex platform, whereby access is granted to the Creator's Content, including in the following forms: (i) Subscription, (ii) payments made by a Fan for access to the Creator's pay-per-view content (pay-per-view media and pay-per-view live streams), acquisition of licensing rights to monetize fan creations, and (iii) use by a Fan of fan interaction features on the Creator's account;
  - g. "Fan Payment" means any payment made by a Fan to a Creator (i) in connection with a Fan/Creator Transaction, or (ii) as a tip for the Creator;
  - h. "Patron User" means a User who participates in the GodsOfSex Fanschainsing Program. This user's data recorded in an open cryptographic ledger indicate engagement in at least 10 projects (works) of a single Creator, granting access to those Contents with which they are cryptographically linked and the ability to promote them on other platforms or locations;
  - i. "Standard Contract between Fan and Creator" means the terms governing each Fan/Creator Transaction, which can be found here;
  - j. "Subscription" means a Fan's subscription to a Creator's account (whether paid or unpaid, and whether for one month or as part of a package covering a subscription for more than one month);

k. "Terms of Use" (also referred to as "your agreement with us") means the legally binding contract between you and us, which consists of: (i) these Terms of Use for all Users, (ii) Terms of Use for Fans, (iii) Terms of Use for Creators, (iv) Privacy Policy, (v) Acceptable Use Policy, (vi) Referral Program Terms, (vii) Complaints Policy, (viii) Platform-to-Business Regulation Terms, and (ix) Community Guidelines;

l. "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland; and

m. "User" means any user of the GodsOfSex platform, whether a Creator, a Fan, or both (also referred to as "you" or "your").

- 3. Who we are and how to contact us: GodsOfSex is operated by XVR ProjectSystem OU. We are a limited liability company registered at Lõõtsa tn 5, 11415 Lasnamäe linnaosa, Tallinn. Our VAT number is EE 102189353. If you need to contact us regarding any questions about GodsOfSex, please email our support team at: admin@xvrprojectsystem.com.
- 4. **How we can change the Terms of Service**: We may change any part of the Terms of Service without prior notice in the following circumstances:
  - a. To reflect changes in legal regulations and regulatory requirements applicable to GodsOfSex and its services, features, and programs, where such changes require us to modify the terms in a way that prevents us from notifying you in advance.
  - b. To counteract unexpected and immediate threats related to protecting GodsOfSex, Users, or Creators from fraud, malware, spam, data breaches, or other cybersecurity threats.

We may also make other changes to any part of the Terms of Service and will inform you of such changes in advance via email or through GodsOfSex. You may terminate your agreement with us before the changes take effect. Once the updated Terms of Service come into effect, you will be required to comply with them if you continue to use GodsOfSex.

## 5. We may introduce changes, suspend, or withdraw Godsofsex:

We may update and modify Godsofsex from time to time for various reasons, including to reflect changes in our services, user needs, and business practices, or to improve performance, enhance functionality, or address security issues. We will endeavor to provide you with appropriate notice of any significant changes. We do not guarantee that Godsofsex or any content on it will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or part of Godsofsex for business or operational reasons. We will endeavor to provide you with appropriate notice of any suspension or withdrawal if it affects you.

6. Registration on Godsofsex: To use the Godsofsex platform, you must first register and create a user account on Godsofsex. You must provide a valid email address, username, and password or authenticate using a valid Twitter or Google account. Your

password should be unique (i.e., different from those used on other sites) and must meet the technical password syntax requirements set by Godsofsex.

To register as a User:

- a. You must be at least 18 years old and confirm this;
- b. If the law of the country or state/province in which you reside states that you can only be legally bound by a contract upon reaching an age higher than 18, then you must be of sufficient age to be legally bound by a contract under the law of your country or state/province of residence; and
- c. You must be authorized by the law of your country or state/province to join Godsofsex, to view any available content, and to use any features provided by the platform.
- d. You must provide any other verification information or documents that may be required.

If you do not meet the above requirements, you are not allowed to access or use Godsofsex.

- 7. Your obligations to us: By registering on Godsofsex and using the platform, you make the following commitments:
  - a. If you previously had an account on Godsofsex, you confirm that your previous account was not closed or suspended by us due to a violation of any of our terms or policies.
  - b. You will ensure that all information you provide to us is true, accurate, and complete.
  - c. You will promptly update any information you have provided to us as soon as it changes.
  - d. You agree to receive electronic communications from us, including via email and messages posted on your Godsofsex account, and to have your personal data processed in accordance with our Privacy Policy.
  - e. You will keep your account/login details confidential and secure, including your username, passwords, and other security-related information, and you will not share them with anyone else. You will contact us at info@godsofsex.com if you believe someone has used or is using your account without your consent or if your account has been compromised. You also agree to log out of your account at the end of each session and to take special care when accessing your account from a public or shared computer to prevent others from accessing, viewing, or storing your password or other personal information.
  - f. You are responsible for all activities on your account, even if someone else uses your account in violation of the Terms of Service.
  - g. You will fully comply with these Terms of Use, our Acceptable Use Policy, and all other applicable terms of service that apply to your use of Godsofsex.

- 8. The rights we have, including suspension or termination of your account:
  - a. We may, but are not obligated to, moderate or review any of your content to verify compliance with the Terms of Service (particularly our Acceptable Use Policy) and/or applicable law.
  - b. It is our policy to suspend access to any content you post on GodsOfSex.io that we become aware may not comply with the Terms of Service (particularly our Acceptable Use Policy) and/or applicable law, including concerns that sexual services are being provided through your account, until we conduct an investigation into suspected noncompliance or unlawfulness of such content. If we suspend access to any of your content, you may request a review of our decision by contacting us at info@godsofsex.io. After completing our investigation, we may take any action we deem appropriate, including restoring access to the content or permanently deleting or blocking access to the relevant content without your consent and without prior notice. You agree to promptly provide us with any reasonable assistance (including providing copies of any requested information) at your own cost during our investigation. We are not liable for any losses incurred by you due to the suspension of access to your content or any other steps we take in good faith to investigate suspected noncompliance or illegality of your content under this section.
  - c. If we suspend access to or remove your content, we will notify you via email or electronic message on your GodsOfSex.io account, but we are not obligated to provide prior notice of such removal or suspension.
  - d. We reserve the right, at our sole discretion, to terminate your contract with us and access to GodsOfSex.io for any reason, notifying you with 30 days' notice via email or electronic message on your GodsOfSex.io account. We may also immediately suspend access to your user account or terminate your contract with us and access to GodsOfSex.io without prior notice:
  - If we determine that you have violated or may seriously or repeatedly violate any part of the Terms of Service (particularly our Acceptable Use Policy) or if you attempt or threaten to violate any part of the Terms of Service in a manner that has or may have serious consequences for us or another User; or
  - If you take any action that we believe has caused or may cause us harm or otherwise damages the reputation of GodsOfSex.io.

If we suspend access to your user account or terminate your contract with us and access to GodsOfSex.io, we will notify you of this. While your user account access is suspended, any Fan Payments that would normally become due during the suspension period will be withheld, and we may withhold all or part of Creator Earnings that are due to you but have not yet been paid, in accordance with Section 13 of the Creator Terms of Service.

e. Upon termination of your account, we may handle your content in any appropriate manner in accordance with our Privacy Policy (including deleting it), and you will no longer be entitled to access your content. There is no technical possibility on GodsOfSex.io for you to access your content after your account is terminated.

- f. We may investigate suspected or alleged misconduct, abuse, or illegal use of GodsOfSex.io and cooperate with law enforcement authorities in such investigations.
- g. We may disclose any information or records we hold or control regarding your use of GodsOfSex.io to law enforcement authorities in connection with any investigation into suspected or alleged illegal activity, to protect our rights or legal interests, or in response to legal processes.
- h. We may change third-party payment providers used to process payments on GodsOfSex.io, and if we do, we will notify you and update relevant details on your account (GodsOfSex.io or via your email).
- i. We may change the payment currency and associated Blockchain used on GodsOfSex.io, and if we do, we will notify you of the details.
- j. Except for Content (which is owned or licensed by Creators), all rights to GodsOfSex.io and all of its content, features, databases, source code, and functionality are owned by us and/or our licensors. Such materials are protected by copyright law and may be protected by trademarks, trade secrets, Blockchain records, and other intellectual property regulations.
- k. We are the sole owners of all anonymized data related to your use of GodsOfSex.io, and such anonymized data may be used by us for any purpose, including commercial, development, and research purposes.
  - **9.** What We Are Not Responsible For: We will exercise due diligence and skill in providing the Godsofsex service, but there are certain things we are not responsible for, namely:
- a. We do not endorse or authorize content on Godsofsex, and the views expressed by Creators or Fans on Godsofsex do not necessarily reflect our views.
- b. We do not grant any rights regarding the content. Any such rights may only be granted by the Creators.
- c. Your content may be viewed by individuals who recognize your identity. We will not be responsible in any way if you are identified based on your content. While we may, at our sole discretion, offer certain geofencing or geolocation technologies on Godsofsex from time to time, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claims against us arising from the use of or reliance on any geofencing or geolocation technology on Godsofsex.
- d. All content is created, selected, and provided by Users, not by us. We are not responsible for reviewing or moderating content and do not select or modify the content stored or transmitted via Godsofsex. We have no obligation to monitor content or detect violations of the Terms of Use (including the Acceptable Use Policy).
- e. You agree that you are under no obligation to comply with any suggestions, comments, reviews, or instructions received from another Godsofsex User, and if you choose to do so, you do so at your own risk.

- f. We make no promises or guarantees that Creators, Patrons, or Referring Users will earn a specific amount of money (or any money) from using Godsofsex (including loyalty and investment programs in Creator content on Godsofsex).
- g. The materials we provide on Godsofsex for Users are for general purposes only. We make no promises or guarantees regarding the accuracy of these materials or that Users will achieve any specific results or outcomes from using them.
- h. We do not promise that Godsofsex will be compatible with all devices and operating systems. You are responsible for configuring your IT systems, devices, and software to access Godsofsex. You should use your own antivirus software.
- i. We are not responsible for internet availability or for any connection, device, or other hardware errors, nor for software, including cryptocurrency wallets, that may occur in connection with your use of Godsofsex.
- j. We are not responsible for the loss of access to cryptographic data, including private keys and passwords, whether by Creators, Users, or any other individuals configured with Godsofsex, nor for the funds in such wallets or other cryptographic storage.
- k. While we strive to keep Godsofsex secure and free from errors and viruses, we cannot promise this and have no control over content provided by Creators.
- 1. We are not responsible for lost, stolen, or compromised user accounts, passwords, email accounts, or any resulting unauthorized actions or unauthorized payments or withdrawals of funds.
- m. You acknowledge that once your content is published on Godsofsex, we cannot control and will not be responsible for how other Users or third parties use that content. You may delete your account at any time, but you acknowledge that deleting your account will not by itself prevent the continued distribution of any of your content that may have been recorded by other Users violating the Terms of Use or by third parties before your account was deleted.

# 10. Intellectual Property Rights – Ownership and Licenses:

- a. You confirm that you own all intellectual property rights (including copyrights and trademarks) in your Content or that you have obtained all necessary rights to your Content required to grant a license for your Content to us and other Users. This includes all rights necessary to perform the actions covered in subsection 10(b) below in every territory where Godsofsex is available, particularly in the United States of America, the United Kingdom, and the European Union.
- b. You agree to grant us a license to perform any actions covered by intellectual property rights (including copyright) in relation to such Content for purposes related to providing and operating Godsofsex. Such actions include reproduction, public sharing and communication, display, performance, distribution, translation, and the creation of adaptations or derivative works of your Content and other activities related to your Content.
- c. The license you grant us under subsection 10(b) above is perpetual, non-exclusive, global, royalty-free, sublicensable, transferable, and assignable by us. This means that the license will

remain in effect even after your agreement with us ends and you cease using Godsofsex, that we do not need to pay you for the license, and that we may sublicense your Content to others or transfer or assign the license to other entities. This license allows us, for example, to add stickers, texts, and watermarks to your Content, share your Content with other Godsofsex Users, and use your Content for other normal Godsofsex activities. We will never sell your Content on other platforms, though we may sell or transfer any license you grant us in the Terms of Service in the event of the sale of our business or its assets to a third party.

- d. While we do not own your Content, you grant us a limited right to submit infringement notifications (including copyright or trademark infringement) on your behalf to any third-party website or service that hosts or otherwise deals with an infringing copy of your Content without your consent. Although we are not obligated to do so, we may submit or withdraw such notifications on any third-party website or service where we deem it appropriate. However, we are not obligated to monitor infringements of your Content. You agree that if we request it, you will provide us with all necessary consents and other information required for us to submit infringement notifications on your behalf. Please refer to our Complaints Policy for information on how to report intellectual property rights violations.
- e. You waive any moral rights you may have under applicable law concerning objection to the derogatory treatment of any Content you post on Godsofsex. This waiver does not affect your intellectual property rights in your Content or your rights to prevent the copying of your Content without your consent. This waiver is intended to allow us, when processing your Content (under the license you grant us in section 10(b) above), to add watermarks, stickers, or texts to your Content.

#### 11. Twitter:

Users have the option to link their active Twitter account to their Godsofsex account and share specific Content in the form of Godsofsex posts on Twitter using the sharing function. If you use this feature, you must fully comply with Twitter's terms of use regarding any Content shared in this way.

# 12. Linking to and from Godsofsex:

## a. Links to Godsofsex:

- You may link to the Godsofsex homepage, provided that you do so in a fair and legal manner and do not damage our reputation or take advantage of it. However, you may not create links that suggest any form of affiliation, endorsement, or approval from us.
- If you are a Creator, when promoting your Creator account, you must comply with our Terms of Service as well as the terms of any other website where you post a link or otherwise promote your Creator account. When promoting your Creator account, you may not impersonate Godsofsex or suggest that your Creator account is promoted by us unless it actually is. You may not promote your Godsofsex account using Google Ads or any similar advertising platform or search engine advertising service.

#### b. Links from Godsofsex:

If Godsofsex contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as our endorsement of those linked websites or the information you may obtain from them. We have

no control over the content of those sites or resources and assume no responsibility for them or any losses or damages that may arise from their use. If you choose to visit any third-party websites linked from Godsofsex, you do so entirely at your own risk and in accordance with the terms of use of those sites.

## c. Domain Names:

In some cases, Godsofsex may allow Creators to register or use domain names containing the Godsofsex trademark or a confusingly similar term. However, you may not register such a domain name unless:

- The domain name is registered by a Creator.
- The domain name redirects to the Creator's profile on Godsofsex. Domain names containing the Godsofsex trademark or a confusingly similar term may not direct to any other website, including link aggregators.
- The Creator has obtained prior written consent from Godsofsex and has signed a licensing agreement.

If you wish to register a domain name containing the Godsofsex trademark or a confusingly similar term, please contact us at info@godsofsex.io. Failure to comply with these provisions or the licensing agreement will be considered a breach of the licensing agreement and may result in Godsofsex filing a domain dispute against the registrant.

# 13. How do I delete my account?

If you wish to delete your Godsofsex account, you can do so in the 'User Account' section of your Godsofsex account.

- a. If you are a Fan, your account will be deleted within a reasonable time after your request.
- b. If you are a Creator, once you initiate the "account deletion" process, your account will remain active until the last day of the paid subscription period of your Fans, after which you will receive your final payout and your account will be deleted.
- c. If you are both a Fan and a Creator, your account will be deleted in two stages (Fan first, then Creator).
- d. After your account is deleted, you will no longer be charged any further amounts or have access to your former Godsofsex account or its Content, and all subscriptions will be removed and cannot be renewed later. You will receive a confirmation email once your account has been successfully deleted. After account deletion, we may manage your Content in a manner consistent with our Privacy Policy (including by deleting it), and you will no longer have the right to access your Content. There is no technical capability to access your Content on Godsofsex once your account is terminated.

## 14. Who is responsible for any losses or damages you suffer?

## a. Regardless of whether you are a consumer or business user:

We do not exclude or limit our liability to you where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, and (ii) fraud or misrepresentation.

#### b. If you are a consumer:

If you are a consumer user, you agree that:

- We and our subsidiaries, employees, owners, representatives, and agents are not liable
  for any loss of profits, loss of business or revenue, business interruptions, loss of
  business opportunities, or loss of anticipated savings incurred by you as a result of
  using Godsofsex.
- If you are a consumer user residing in the United States of America, our total liability to you for claims arising out of or related to your agreement with us will be limited to \$250 per claim.

## c. If you are a business user:

If you are a business user, you agree that:

- We and our subsidiaries, employees, owners, representatives, and agents:
  - Exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to Godsofsex or any content on it. This means that if the Terms of Service do not contain an explicit commitment from us, it cannot be implied by law.
  - Are not liable to you for any loss or damage you incur that is not a foreseeable consequence of a breach of the Terms of Service or a lack of reasonable care and skill on our part. A loss or damage is foreseeable if it is obvious that it will occur or if, at the time you agreed to the Terms of Service, both we and you knew it could occur.
  - Are not liable for any losses or damages, whether arising from contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, resulting from or related to:
    - Your inability to use Godsofsex or any of its services, features, or programs; or
    - Your use of or reliance on any content (including Content) stored on Godsofsex.
  - o Are not liable for any:
    - a. Loss of profits;
    - b. Loss of sales, business, or revenue;
    - c. Business interruptions;
    - d. Loss of anticipated savings;
    - e. Loss of business opportunities, goodwill, or reputation;
    - f. Loss of data or information, including any Content; or
    - g. Indirect or consequential losses or damages.
  - Are not liable for any losses or damages caused by a distributed denial-of-service attack, virus, malware, ransomware, or other technologically harmful materials that may infect your computer devices, software, data, or other proprietary material due to your use of Godsofsex or any of its services, features, or programs, or due to downloading any material posted on it or on any website linked to it.
  - Are not liable if your Content is copied, distributed, published elsewhere, or if its copyright is infringed by another User or any third party.
  - Are not liable for the disclosure of your identity or the disclosure or publication of your personal data by other Users or third parties without your consent (also known as "doxing").
  - Are not liable for any failure or delay in fulfilling any part of the Terms of Service resulting from events beyond our reasonable control. If any failure or delay on our part in fulfilling any part of the Terms of Service occurs due to

- events beyond our reasonable control, we will contact you as soon as possible to inform you and take steps to minimize the impact of the delay.
- Our total liability to you for any and all claims arising out of or related to your agreement with us, whether arising from contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the greater of the following amounts:
  - 100% of the total fees paid by you to us in connection with the use of Godsofsex; and
  - **\$2,000. USD**

### 15. General: You agree that:

- a. If any aspect of your agreement with us is unenforceable, the remaining provisions will remain in effect.
- b. If we do not enforce any aspect of your agreement with us, it does not mean we waive our rights.
- c. We reserve all rights not expressly granted to you.
- d. No implied licenses or other rights are granted to you concerning any part of Godsofsex, except those explicitly stated in the Terms of Service.
- e. Your agreement with us does not grant any rights to third parties, except where exclusions and liability limitations in Section 14 (Who is responsible for any loss or damage you suffer?) and conditions in Section 16 (Dispute Terms) may be enforced by our subsidiaries, employees, owners, representatives, and agents.
- f. You may not transfer your rights or obligations under your agreement with us without our prior written consent.
- g. Our rights and obligations under your agreement with us may be assigned or transferred by us to others. For example, this may occur in case of a change of ownership (e.g., through a merger, acquisition, or sale of assets) or as required by law. Additionally, we may choose to delegate the performance of any of our obligations under the agreement with you to any third party but will remain responsible to you for fulfilling these obligations.
- h. The Terms of Service constitute the entire agreement between you and us regarding your access to and use of Godsofsex and supersede any prior oral or written agreements between you and us.
- 16. Dispute Terms the law applicable to your agreement with us and the jurisdiction for disputes and claims regarding the use of Godsofsex (including those arising from your agreement with us):

# a. For Consumers (Fans):

## • Applicable Law for Consumers:

o If you are a consumer, your agreement with us is governed by Estonian law, and Estonian law will apply to (i) any claims you have concerning your

agreement with us or the use of Godsofsex, and (ii) any claims we have against you concerning your agreement with us or the use of Godsofsex (including, in both cases, non-contractual disputes or claims). You will also be able to rely on the mandatory provisions of the law of the country in which you reside.

#### • Jurisdiction for Claims:

- o If you are a consumer residing in the United Kingdom or the European Union, any claims you or we have concerning your agreement with us or the use of Godsofsex (including, in both cases, non-contractual disputes or claims) may be brought in the courts of Estonia or the courts of the country where you reside.
- o If you are a consumer residing outside the European Union, any claims you or we have concerning your agreement with us or the use of Godsofsex (including, in both cases, non-contractual disputes or claims) must be brought in the courts of Estonia.

## b. For Business Users (Creators and Referring Users):

#### • Applicable Law for Business Users:

o If you are a business user, your agreement with us is governed by Estonian law, and Estonian law will apply to (i) any claims you have concerning your agreement with us or the use of Godsofsex, and (ii) any claims we have concerning your agreement with us or the use of Godsofsex (including, in both cases, non-contractual disputes or claims), regardless of conflict of law provisions.

## • Jurisdiction for Claims:

o Business users must bring claims in Estonia.

#### c. Limitation Period for Claims:

• Except where prohibited by applicable law, any claims or causes of action related to Godsofsex (including those arising from or related to your agreement with us) must be filed within one year from the date the claim or cause of action arose or from the date you became aware of the facts giving rise to the claim (whichever is earlier), otherwise, the claim will be permanently barred.

**17. Other Terms that Form Part of Your Agreement with Us:** The Terms of Service for all Users govern your agreement with us. Certain other terms or policies forming part of the Terms of Service will also apply to you and be part of your agreement with us, as outlined below:

- a. Terms of Use for Fans containing additional terms applicable if you use Godsofsex as a Fan.
- b. Terms of Use for Creators containing additional terms applicable if you use Godsofsex as a Creator.
- c. Privacy Policy applicable to all Users, explaining how we use your personal data and other information collected about you.

- d. Acceptable Use Policy applicable to all Users, outlining what you can and cannot do on Godsofsex. e. Referral Program Terms specifying the conditions applicable if you participate in the Godsofsex Referral Program.
- f. Complaints Policy outlining the procedure for submitting complaints regarding any aspect of Godsofsex and how we will handle them.
- g. Platform-to-Business Regulation Terms containing additional terms applicable to Creators registered or residing in the European Union or the United Kingdom.
- h. Our Community Guidelines providing additional terms and guidelines regarding your interactions with Godsofsex.

If any conflict arises between these Terms of Service for all Users and any terms or policies listed in Sections 17(a) to (h) above, the Terms of Service for all Users will apply to the extent of the conflict.

# TERMS OF USE FOR FANS BY USING OUR WEBSITE AS A FAN, YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

- 1. **Introduction:** These Terms of Use for Fans are additional terms applicable when you use Godsofsex as a Fan (also referred to as "you" and "your" in these Terms of Use for Fans). These terms form part of your agreement with us.
- 2. **Interpretation:** In these Terms of Use for Fans, defined terms have the same meanings as in the Terms of Use for all Users. Additionally:
  - a. "VAT" means the Estonian value-added tax and any other tax imposed in addition to or as a replacement thereof, at the rate in effect from time to time, and any equivalent or similar indirect taxes, levies, duties, surcharges, or fees imposed or collected in other jurisdictions.
  - b. "Tax" includes all forms of tax, statistical, governmental, state, federal, provincial, local, or municipal charges, duties, levies, contributions, deductions, or obligations, wherever imposed and regardless of whether applicable in Estonia or any other jurisdiction.
- 3. **Other Terms Applicable to the Use of Godsofsex:** The following terms also apply to the use of Godsofsex, and you agree to them:
  - a. Our Terms of Use for all Users:
  - b. Our Privacy Policy explaining how we use your personal data and other information collected about you;
  - c. Our Acceptable Use Policy outlining what you can and cannot do on Godsofsex;
  - d. Our Complaints Policy detailing the procedure for filing complaints about any aspect of Godsofsex and how we handle them;

- e. The Standard Agreement Between Fan and Creator which is not part of your agreement with us but governs and sets out terms for each Fan/Creator Transaction on Godsofsex;
- f. Our Community Guidelines providing additional terms and guidelines for your interactions with Godsofsex.

## 4. Other terms that may apply to the use of Godsofsex:

The following additional terms may apply to your use of Godsofsex:

- a. If you are also a Creator, the Creator Terms of Use will apply to your use of Godsofsex as a Creator:
- b. If you are a Creator based in or residing in the European Union or the United Kingdom, the Platform-to-Business Regulation Terms will also apply to you;
- c. If you participate in the Godsofsex referral program, the Referral Program Terms will apply to your use of the Godsofsex Referral Program.

#### 5. Your obligations to us:

You warrant (which means you make a legally binding promise) that:

- a. You are at least 18 years old;
- b. If the laws of the country or state/province where you live stipulate that you must be of a higher age than 18 to be legally bound by a contract, then you are old enough to be legally bound by a contract under the laws of your country or state/province;
- c. You will provide any other verification information or documents that we require;
- d. The laws of the country or state/province where you are located allow you to join Godsofsex, view any Content available on it, and use the functionalities it offers;
- e. You are able and willing to make payments (if necessary) to view Content available on Godsofsex that you wish to watch and use the functionalities offered by Godsofsex that you want to utilize.

#### 6. Content - General Terms:

In addition to the terms set out elsewhere in the Terms of Use (particularly in our Acceptable Use Policy), the following conditions apply to Content posted, displayed, uploaded, or published by you as a Fan on Godsofsex:

- a. You warrant (which means you make a legally binding promise) that for any Content you post, display, upload, or publish on Godsofsex:
  - 1. (i) The Content fully complies with the Terms of Use (and particularly with our Acceptable Use Policy);
  - 2. (ii) You own the copyright to your Content (and any intellectual property rights contained therein) or have a valid license for your Content; and
  - 3. (iii) If your Content includes or uses third-party materials, you have obtained all rights, licenses, written consents, and releases necessary to use such third-party materials in your Content and for the subsequent use and exploitation of that Content on Godsofsex.
- b. You agree that you will be liable to us and indemnify us if any of the warranties in section 6(a) is false. This means you will be responsible for any losses or damages we incur due to a

false warranty.

c. We are not responsible for any aspect of the Content posted by you or any other User of Godsofsex. We have no obligation to monitor Content and do not have direct control over what your Content may contain.

## 7. Adult Content:

You acknowledge that you are aware that Content on Godsofsex contains adult material and agree to take this into account when deciding where to access and view the Content. We will not be liable for any losses or damages you may suffer due to accessing or viewing Content containing adult material in a manner that violates any agreement you have with a third party (e.g., your employment contract) or contrary to applicable laws.

## 8. Subscriptions and Purchases by Fans:

- 1. This section describes the terms applicable to Fan/Creator transactions:
  - a. All Fan/Creator transactions are agreements between Fans and Creators based on the Standard Agreement between Fan and Creator. While we facilitate Fan/Creator transactions by providing the Godsofsex platform and hosting content, we are not a party to the Standard Agreement between Fan and Creator or any other agreement that may exist between a Fan and a Creator, and we are not responsible for any Fan/Creator transactions.
  - b. Creators are solely responsible for setting (within the pricing parameters on Godsofsex) the prices applicable to Fan/Creator transactions and the Content you can access. All prices are in USD. USDC...
  - c. Fan payments are exempt from VAT, which will be added at the applicable rate, as applicable to Fan payments.
  - d. To complete a Fan/Creator transaction with a given Creator, you must first add a cryptocurrency wallet address to your account and then click the 'Subscribe' button on the relevant Creator's profile.
  - e. If making payments via a payment card, bank transfer, or any other fiat currency transaction, you authorize us, our partners, and our subsidiaries to pass your payment card details to a third-party payment provider to process your Fan payment. All Fan payments will be charged in USD, and your payment card provider may charge currency conversion fees. We have no control over exchange rates or fees imposed by your payment card provider or bank and are not responsible for any charges or fees imposed by your payment card provider or bank.
  - f. The payment provider will collect (i) periodic payments from your payment card for Fan payments that are Subscriptions and (ii) instant payments from your payment card for Fan payments that are not Subscriptions (including tips paid by you to a Creator). You authorize and agree to each of these payments using the provided payment card details.
  - g. Except for trial subscriptions, all subscriptions to a Creator's profile will automatically renew at the end of the relevant subscription period unless your payment

card is declined, the subscription price has increased, or you have disabled the "Auto-Renew" switch located on the relevant Creator's profile. This means that if you want to end a subscription to a Creator's profile and stop paying recurring monthly subscription fees, you must disable the "Auto-Renew" switch located on the relevant Creator's profile.

- h. If you cancel a subscription, you will still be able to view the relevant Creator's Content until the end of the subscription period in which you canceled the subscription, after which no further payments will be charged to your payment card for subscriptions to that Creator's profile (unless you choose to pay for a new subscription to that Creator's profile), and you will no longer have access to the Creator's Content.
- i. You agree that you will not make unreasonable refund requests concerning any Fan/Creator transaction or tip to a Creator, nor make unreasonable chargeback requests to your payment card provider concerning any Fan/Creator transaction or tip to a Creator. If we determine that any refund request or chargeback request has been made by you in bad faith, we have the right to suspend or delete your user account.
- **9. Suspension of Your User Account:** If we suspend your user account in accordance with our rights under the Terms of Service, any fan payments that would otherwise be due during the suspension period of your user account will be withheld for the duration of your account suspension.

## TERMS OF SERVICE FOR CREATORS

# BY USING OUR PLATFORM AS A CREATOR, YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY.

- 1. **Introduction:** These Terms of Service for Creators are additional terms that apply if you use Godsofsex as a Creator (also referred to as "you" and "your" in these Terms of Service for Creators). These Terms of Service for Creators form part of your agreement with us.
- 2. **Interpretation:** In these Terms of Service for Creators, defined terms have the same meanings as those given to them in the Terms of Service for all Users. Additionally: a. "VAT" means value-added tax in the United Kingdom and any other tax imposed additionally or in place of it, at the rate applicable from time to time, as well as any equivalent or similar indirect taxes, charges, levies, or contributions in any jurisdiction; and
  - b. "Tax" includes all forms of taxes and statutory, governmental, state, federal, provincial, local, or municipal charges, fees, levies, deductions, or obligations, wherever imposed and whether applicable to the United Kingdom or any other jurisdiction.
- 3. **Other Terms Applicable to Your Use of Godsofsex:** The following terms will also apply to your use of Godsofsex, and you agree to them:
  - a. Our Terms of Service for all Users;
  - b. Our Privacy Policy which informs you about how we use your personal data and other information we collect about you;
  - c. Our Acceptable Use Policy which outlines what you can and cannot do on Godsofsex;

- d. Our Complaints Policy which details the procedure for submitting complaints about any aspect of Godsofsex and how we will handle them;
- e. The Standard Agreement between Fan and Creator which is not part of your agreement with us but governs and sets out the terms of each Fan/Creator Transaction you conduct on Godsofsex; and
- f. Our Community Guidelines which provide additional terms and guidance for your interactions with Godsofsex.
- 4. **Other Terms That May Apply to Your Use of Godsofsex:** The following additional terms may apply to your use of Godsofsex:
  - a. If you are registered or resident in the European Union or the United Kingdom, the Platform-to-Business Regulation Terms will also apply to you;
  - b. If you are also a Fan, the Terms of Service for Fans will also apply to your use of Godsofsex as a Fan; and
  - c. If you participate in the Godsofsex Referral or Investment Program, the Referral Program Terms will apply to your participation in the Godsofsex Referral Program.
- 5. What Fees Do We Charge Creators for Using Godsofsex?

We charge you a **fifteen percent** (15%) fee on all Fan Payments made to you (excluding the VAT component of the Fan Payment) (referred to as "Our Fee"). The remaining eighty-five percent (85%) of the Fan Payment (excluding the VAT component) is paid to you (referred to as "Creator Earnings").

Our Fee covers the cost of providing, maintaining, and operating Godsofsex, as well as storing your Content. Our Fee is deducted from the Fan Payment, and the Creator Earnings are paid to you as described in the **Creator Payouts** section below.

# 6. Where Are No Commission Fees Charged?

No commission fees are charged on utility tokens (NFTs). The creator receives 100% of the listed value.

- 7. **How to Set Up a Creator Account:** To set up a Creator Account:
  - a. We may ask you to submit a valid identity document and two photos of yourself on your User Account page, as required here.
  - b. We may ask you to add a bank account or payment details related to your bank account or payment method on your User Account page.
  - c. We may ask you to select one of the available Creator Earnings transfer methods offered by Godsofsex on your User Account page. These methods are called Payout Options.
  - d. If you are registered for VAT in the UK, we may ask you to provide a valid UK VAT number. See the Tax Compliance and VAT section in these Terms of Service for Creators regarding VAT in the UK.
  - e. You may also be required to provide additional information depending on your country of residence.
  - f. We may ask you for additional age or identity verification information at any time. We may reject your application to create a Creator Account for any reason, including those specified here.
  - g. Once your Creator Account is set up, if you want to charge Fans a monthly subscription fee, you must set a subscription price for your Fans within the limits allowed by Godsofsex, as specified here.
  - h. You will be able to start uploading Content, and Users will be able to subscribe to your account to become your Fans.
  - i. If you lose access to your account, you can reset your password, but you must know the email address used to register the account to do so. If you do not remember the

email address used to register the account, we may require identity documents, photos, and additional evidence that may be reasonably required to verify your identity.

# 7. Personal Legal Responsibility of Creators:

Creators can only be natural persons. Each Creator is personally bound by the Terms of Service. If you have an agent, agency, management company, or any other representative assisting you in managing your Creator account (or managing it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, not with any third party, and you will be legally responsible for ensuring that all Content published and all use of your account comply with the Terms of Service.

#### 8. Fan/Creator Transactions

This section describes the terms applicable to Fan/Creator transactions:

- a. All Fan/Creator transactions are agreements between Fans and Creators under the terms of the Standard Agreement between a Fan and a Creator. While we facilitate Fan/Creator transactions by providing the Godsofsex platform and storing Content, we are not a party to the Standard Agreement between a Fan and a Creator or any other agreement that may exist between them, and we bear no responsibility for any Fan/Creator transaction.
- b. Fan payments are VAT-free, with VAT added at the applicable rate for Fan Payments.
- c. Once you receive confirmation from Godsofsex, either on the "Statements" page in your User account or via email (or both), that a Fan/Creator transaction has been confirmed, you must fulfill your part of such a transaction (e.g., by allowing the Fan to view Content on your Creator account, delivering personalized Content paid for by the Fan, and/or enabling the Fan to use any paid fan interaction features, if applicable). You agree to indemnify us for any breach of this obligation (meaning you will be responsible for any losses or damages, including lost profits, that we incur as a result of your failure to fulfill this obligation).

# 9. Content – General Terms

In addition to the terms set out elsewhere in the Terms of Service (especially in our Acceptable Use Policy), the following conditions apply to Content that you, as a Creator, publish, display, upload, or post on Godsofsex:

- a. Your Content is not confidential, and you authorize your Fans to access and view your Content on Godsofsex for their own lawful and personal use, in accordance with any licenses you grant them.
- b. You warrant (which means you make a legally binding promise to us) that any Content you publish, display, upload, or post on Godsofsex:
  - 1. (i) Fully complies with the Terms of Service (especially our Acceptable Use Policy);
  - 2. (ii) You have all necessary rights to license and distribute your Content on Godsofsex, including in any territories where you have Fans and in the United Kingdom;
  - 3. (iii) You own your Content (and all intellectual property rights related to it) or have a valid license to offer and provide your Content to your Fans;
  - 4. (iv) If your Content includes or uses any third-party materials, you have obtained all necessary rights, licenses, written consents, and releases required to use such third-

party materials in your Content and for the subsequent use and exploitation of such Content on Godsofsex; and

# 5. (v) The Content is:

- a. Of satisfactory quality, considering its description, price, and all other relevant circumstances, including any statements or representations you make about its nature in your account or any advertisement;
- b. Reasonably suitable for any purposes disclosed by the Fan as the intended use of the Content; and
- c. Accurately described by you.
- c. You agree to be responsible to us and indemnify us if any of the warranties in section 9(b) prove to be untrue. This means you will be liable for any losses or damages (including lost profits) that we incur due to any of these warranties being false.
- d. We are not responsible for any aspects of Content published by you or any other User of Godsofsex. We have no obligation to monitor any Content and do not have direct control over what your Content may contain.
- e. You also agree to act as the custodian of records for the Content you upload to Godsofsex.

# 10. Advertising on Godsofsex:

- a. If you publish or upload video content to your Creator account that is designed to promote, directly or indirectly, goods, services, or the image of third parties in exchange for compensation, other valuable consideration, or self-promotion (including advertising, sponsorship, and product placement) (collectively, "Advertising Content"), you must comply with the requirements outlined in sections 10(b) and (c) of these Creator Terms of Use. b. **Advertising Content Requirements:** You must ensure that any Advertising Content you publish on your Creator account:
  - Does not:
    - 1. Violate human dignity;
    - 2. Contain or promote discrimination based on gender, racial or ethnic origin, nationality, religion or beliefs, disability, age, or sexual orientation;
    - 3. Encourage behaviors harmful to health or safety;
    - 4. Encourage activities explicitly harmful to environmental protection;
    - 5. Cause physical, psychological, or moral harm to any person;
    - 6. Directly persuade individuals to purchase or rent goods or services in a way that exploits their inexperience or gullibility;
    - 7. Directly encourage individuals to convince others to purchase or rent goods or services;
    - 8. Exploit individuals' trust in others;
    - 9. Show people in dangerous situations in an unjustified manner;
  - Does not advertise cigarettes and other tobacco products, e-cigarettes, or refill containers, drugs, or any prescription medications;
  - Does not advertise, promote, or facilitate illegal gambling;
  - In the case of Advertising Content related to alcoholic beverages, is not targeted at minors and does not encourage excessive alcohol consumption;
  - Does not advertise any form of paid or unpaid sexual services.
    - c. **Transparency Requirement Advertising Content:** You must declare that any Advertising Content you publish or upload to Godsofsex contains advertising by

including the tag #ad in the description of the Advertising Content before publishing or uploading it.

## 11. Co-authored Content:

- a. If you upload Content to your Creator account that shows other people besides yourself (even if the person is not recognizable from the Content) ("Co-authored Content"), you guarantee (which means you make a legally binding promise) that every person shown in the Co-authored Content uploaded to your account is i) a Creator on Godsofsex; or ii) an adult person who has given their consent, and that you have verified the identity and age of each of these people and will provide documents confirming this if we require it at our discretion.
- b. Additionally, you guarantee that you have obtained and stored the written consent of each person shown in the Co-authored Content, that such person:
- has given clear, prior, and fully informed consent to their appearance in the Coauthored Content; and
- has agreed to the publication of the Co-authored Content in which they appear on Godsofsex.
- c. In addition to the confirmations in paragraphs 11(a) and (b) above, you agree that if you upload Co-authored Content in which other people or individuals appearing in the Content run a Creator account on Godsofsex, you will tag the Godsofsex account of each person appearing in the Co-authored Content who can be identified based on the Content.
- d. If any Co-authored Content is a joint work, you are solely responsible for obtaining any necessary licenses or consents from other co-authors of the Content sufficient to enable the uploading and sharing of such Content on Godsofsex.
- e. You agree that we will organize payment of Creator Earnings only to the Creator account to which the Co-authored Content has been uploaded. The Creator who uploaded the Co-authored Content is solely responsible for dividing and distributing any earnings generated from the Co-authored Content between the people shown in such Co-authored Content. Any income-sharing agreements will be independent, private agreements between you and such individuals, and we are not responsible for providing or enforcing such agreements. You understand and agree that you are not entitled to any Creator Earnings generated from Co-authored Content in which you appear, but which is published on another Creator's account. If you upload Co-authored Content to your account, we may require you to provide valid and complete legal information for all individuals appearing in the Co-authored Content. If you fail to provide the requested information upon our request, we may remove the Co-authored Content, limit your rights and permissions to post as a Creator, terminate your account, and/or withhold all or any part of the Creator Earnings that have been earned but not yet paid.
- f. You agree to release us from any claims and not to bring any claims against us

arising from the Co-authored Content. You agree that any claims arising from the Co-authored Content will be directed against the Creator(s) who posted the Co-authored Content or individuals who appeared in the Co-authored Content (if applicable).

#### • 12. Creator Payments:

- a. All payments from fans will be received through an external payment office approved by us or directly by us.
- b. If you have chosen the Stripe payment option, Stripe will collect the payment from the fan and transfer the creator earnings to your bank account.
- c. If Stripe is not the selected payout option, our fee will be deducted from the fan's payment, and your creator earnings will be held by us or one of our affiliates on your behalf.
- d. Your Godsofsex account will be updated in a reasonable time with your creator earnings. Your creator earnings will be available for withdrawal once they appear in your Godsofsex account.
- e. To withdraw creator earnings from your Godsofsex account, you must have at least the minimum withdrawal amount in your account. Please click on the "Banking" page on your account to check what the minimum withdrawal amount is for your country of residence and selected payout option.
- f. The amount you see in the "current balance" on your Godsofsex account is your creator earnings at that moment. All payments from fans and creator earnings are transacted, including in USD, USDC. If you have selected the "Stripe" payout option, payments from fans and creator earnings amounts will be reflected in the local currency, based on the exchange rate controlled by Stripe. Your banks may charge fees for currency conversion or transfer. Additionally, your e-wallet company may charge a fee for accessing the funds. We have no control over exchange rates or fees imposed by your bank or e-wallet company, and we are not responsible for fees imposed by your bank or e-wallet company.
- g. Instead of USDC, we may transact earnings in any other stable-value cryptocurrency whose use is allowed by law.
- h. In addition to payments in USD, USDC, etc., we may also process payments in internal utility tokens used on the Platform (e.g., XVRcoin). Such tokens will be visible in your "current balance" for your convenience, but they are not payment means and do not reflect any monetary value. The Platform may, under separate terms, allow Creators to exchange such utility tokens for other currencies.

- i. If a fan successfully requests a refund or chargeback from their credit card provider regarding a fan payment made to you, we may conduct an investigation and decide to deduct from your account an amount equal to the creator earnings earned from the canceled or refunded amount.
- j. Similarly, in the case of a violation of the Terms of Service, an unauthorized or erroneous increase of the "current balance" or any other changes to the "current balance" unrelated to authorized transactions described in the Terms of Service, we may conduct an investigation and decide to freeze the "balance" or restore it to a value reflecting authorized activity on the Platform.
- k. Except for payout options involving bank transfers, we do not store any data provided by you during the registration of payout options with an external payment provider.

## • 13. Circumstances under which we may withhold Creator earnings:

- a. We may withhold all or part of the creator earnings that are due but not yet paid:
- If we believe that you have seriously or repeatedly violated any part of the Terms of Service;
- If you attempt or threaten to violate any part of the Terms of Service in a way that we believe could have serious consequences for us or another user (including actual or potential losses caused to us or another user); or
- If we suspect that all or part of the creator earnings come from illegal or fraudulent activity, whether on your part or the part of the fan who made the payment resulting in the creator earnings,

for the time necessary to investigate the actual, threatened, or suspected violation by you or the suspected illegal activity (depending on the situation). If after the investigation we determine that (i) you have seriously or repeatedly violated any part of the Terms of Service; (ii) you have attempted or threatened to violate any part of the Terms of Service in a way that has or could have serious consequences for us or another user (including actual or potential losses caused to us or another user), and/or (iii) the creator earnings are from illegal or fraudulent activity, we may notify you that you have lost your creator earnings.

- b. We may also withhold all or part of the creator earnings due but not yet paid if we receive information that you have secured, encumbered, pledged, assigned, or otherwise allowed a charge to be placed on the creator earnings. We are not obligated to pay creator earnings to third parties with claims and may withhold the creator earnings until the encumbrance is removed.
- c. We are not liable to you if we withhold or lose any creator earnings where we are entitled to do so under these Terms of Service for creators.

d. If we withhold all or part of the creator earnings due to you and determine that part of the creator earnings withheld by us is unrelated to violations by you of the Terms of Service or suspected illegal or fraudulent activity, we may arrange for payment of that portion of the creator earnings that we deem unrelated to violations by you of the Terms of Service or suspected illegal or fraudulent activity. However, you agree that if we determine that your violations of the Terms of Service have or may have financial consequences for us, we may withhold all creator earnings due to you but not yet paid, and we may deduct such amounts from any losses incurred by us.

e. If after completing our investigation we determine that creator earnings have been lost, we will make every effort (unless prohibited by law) to ensure that any fan payments that led to the loss of creator earnings will be refunded to the appropriate fans who made such payments.

# 14. Promoting Compliance with Tax and VAT Regulations

- a. General:
- i. We recommend that all Creators seek professional advice to ensure they comply with local tax and VAT regulations according to their individual circumstances.
- ii. By using Godsofsex as a Creator, you represent (which means you make a legally binding promise) that you will report and will continue to report in the future any payments made to you in connection with using Godsofsex to the appropriate tax authority in your jurisdiction, as required by law.
- iii. By using Godsofsex as a Creator, you represent (which means you make a legally binding promise) that you will always comply with all applicable tax regulations and laws that apply to you. If during your account ownership on Godsofsex any violation of tax regulations occurs (including failure to report income or imposition of penalties or interest related to taxes) or if any legal proceeding, investigation, or inquiry related to tax violations is initiated, you agree to:
  - 1. Notify us in writing by email at admi@xvrprojectsystem.com within 7 days of the occurrence of the tax violation or the initiation of legal proceedings, investigation, or inquiry (depending on the situation); and
  - 2. Immediately provide us by email at admi@xvrprojectsystem.com:
    - a. Details of the actions you are taking to resolve the tax violation issue and prevent similar situations in the future, along with any mitigating factors you consider relevant; and
    - b. Any other information related to the occurrence of the tax violation that we may reasonably require.
    - iv. For clarity, you are responsible for your tax matters, and we and our affiliates: (i) are not responsible for tax advice and will not be held responsible for any general information provided on Godsofsex or by info@xvrprojectsystem.com regarding taxes, and (ii) will not be responsible for any failure of Creators to pay taxes.
    - v. We reserve the right to close your account on Godsofsex if we are notified of or become aware of any tax violations on your part.

#### **USAGE POLICY**

# BY USING OUR WEBSITE, YOU AGREE TO THIS POLICY – PLEASE READ CAREFULLY

This Policy governs the use of Godsofsex and any content available on Godsofsex and forms part of the agreement with us. This policy outlines what is allowed and what is not allowed on Godsofsex.

In this Policy, defined terms have the same meaning as in our Terms of Use for all Users.

- 1. Do not use Godsofsex except for your personal, individual needs, and do not sell, rent, transfer, or share your account or any content obtained through the use of Godsofsex with others.
- 2. Use Godsofsex in a manner and for purposes that are lawful.
- 3. Do not upload, post, display, or share content on Godsofsex that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening, or harassing, or that encourages violence or any illegal activity.
- 4. Do not use Godsofsex in a manner that may exploit, harm, or attempt to exploit or harm any individual under the age of 18, such as by exposing them to inappropriate content.
- 5. Do not upload, post, display, or share content on Godsofsex that:
  - a. Shows, contains, or refers to:
  - Any person under the age of 18 (or refers to minors in general); or
  - Any other person unless you have written documentation confirming that all individuals depicted, contained, or referred to in your content are at least 18 years old, and that you have written consent from each individual for the use of their name or likeness (or both) in the content;
  - b. Shows, promotes, advertises, or refers to:
  - \* Firearms, weapons, or any goods whose sale, possession, or use is restricted or prohibited;
  - ♣ Drugs or drug-related accessories;
  - ♣ Self-harm or suicide;
  - ♣ Incest:
  - ♣ Zoophilia;
  - \* Violence, rape, non-consensual acts, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse, hardcore bondage, extreme fisting, or genital mutilation;
  - ♣ Necrophilia;
  - ♣ Urine, materials related to excrement or bodily waste;
  - \* "Revenge pornography" (i.e., any sexual material involving an individual who has not provided prior, explicit, and fully informed consent for the material (a) to be made, recorded, or otherwise captured, or (b) to be published and shared on Godsofsex);
  - ♣ Escort services, sex trafficking, or prostitution;
  - c. Contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone in a manner inconsistent with the principle of consent, or

contains fake or manipulated sexual content related to another User or anyone (including "deepfakes");

- d. Contains, promotes, advertises, or refers to hate speech (i.e., content intended to defame, humiliate, dehumanize, exclude, attack, threaten, or incite hate, fear, or violence against a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, gender, gender identity or expression, sexual orientation, age, disability, serious illness, veteran status, or any other protected characteristic);
- e. Contains or refers to anyone's personal or private or confidential information (such as phone numbers, location data (including street addresses and GPS coordinates), names, identification documents, email addresses, Godsofsex login data including passwords and security questions, financial information, such as bank account and credit card data, cryptocurrency wallet addresses, biometric data, and medical records) without the explicit written consent of that person;

#### f. Either

- ♣ In the case of content with public nudity, was recorded or is broadcast from a country, state, or province where public nudity is illegal; or
- ♣ In the case of content containing sexual acts, was recorded or is broadcast from a public place where members of the public might reasonably see the acts being performed (this does not apply to outdoor locations where there are no members of the public present, such as a private residence, e.g., a private backyard, or remote nature locations with no public present).
- g. Gives the impression that it originates from us or is approved, licensed, or endorsed by us or any other person or company;
- h. Causes or is designed to cause inconvenience or distress to others or that may irritate, embarrass, or seriously offend others;
- i. Is used or intended to be used for extorting money or other benefits from others in exchange for the removal of content; and/or
- j. Concerns or promotes commercial activities or third-party sales, such as contests, lotteries, and other sales promotions, product placements, advertisements, or job postings without our prior explicit consent.
- 6. You must comply with all requirements set out in our Community Guidelines. Our Community Guidelines can be found here.
- 7. Do not use Godsofsex to stalk, harass, threaten, or defame others.
- 8. Do not use Godsofsex to engage in misleading or fraudulent behavior, or behavior that may mislead or deceive another User.

- 9. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating publicly, or otherwise distributing their content without their consent.
- 10. Do not do anything that violates our or others' rights, including intellectual property rights (such as copyrights, trademarks, confidential information, and personal rights), rights of publicity, unfair competition, privacy, and data protection rights.
- 11. Do not impersonate us, our employees, another User, any other person or company, or create a false impression or suggestion of any association, endorsement, or sponsorship between you and us or any other person or company.
- 12. Do not provide false information when registering an account or use others' information or Content without authorization.
- 13. Do not publish or cause to be published any Content that is spam, designed to artificially inflate views or interactions of any Creator, or that is in any way unauthentic, repetitive, misleading, or of low quality.
- 14. Do not upload, stream, or otherwise send any pre-recorded audio or video material during a live stream or try to present pre-recorded material as a live stream.
- 15. Do not use other media or methods (such as code words or signals) to communicate anything that violates this Policy.
- 16. Do not reproduce, print, distribute, attempt to download, modify, create derivative works, publicly display, publicly perform, republish, download, store, or transmit any Content unless permitted by the Terms of Service.
- 17. Do not knowingly introduce any viruses, Trojans, worms, logic bombs, or other harmful or technologically dangerous materials.
- 18. Do not decompile, disassemble, reverse engineer, or otherwise attempt to discover or extract the source code of Godsofsex.
- 19. Do not use Godsofsex in a manner that may negatively affect our systems or security or disrupt the use of Godsofsex by other Users, including their ability to engage in live activities via Godsofsex.
- 20. Do not use any automated programs, tools, or processes (such as network robots, bots, spiders, and scripts) to access Godsofsex or any server, network, or system related to Godsofsex, or to extract, collect, gather, or acquire Content or information from Godsofsex.
- 21. Do not use the name, logo, or any related or similar names, logos, product names, and services, designs, or slogans of Godsofsex unless expressly permitted in the Terms of Service or with our prior written consent.

Violations of this Policy may result in the suspension or deletion of your account and the forfeiture of access to your earnings, in accordance with the Terms of Service.

## REFERRAL PROGRAM TERMS

## **ATTENTION!**

In accordance with Regulation 3 of the Trading Schemes Regulation from 1997 (with subsequent amendments) and Section 120(1) of the Fair Trading Act of 1973, please read the following warning regarding the Godsofsex Referral Program:

• It is illegal for us or any participant in the Godsofsex Referral Program (including Referring Users and Referred Creators) to encourage anyone to make a payment by promising benefits from recruiting others to join the Godsofsex Referral Program.

- Do not be misled by claims that high earnings can be easily achieved by participating in the Godsofsex Referral Program.
- Although we do not require any payment from Referring Users to participate in the Godsofsex Referral Program, we are legally obligated to inform you that if you sign this contract, you have 14 days to cancel and recover your money.

#### COMPLAINT POLICY

- 1. **Introduction:** This document outlines our complaint policy. If you are a user of Godsofsex, this Complaints Policy forms part of your agreement with us.
- 2. **Who we are and how to contact us:** Godsofsex is operated by XVR ProjectSystem OU. We are a limited liability company registered at Lõõtsa tn 5 11415 Lasnamäe linnaosa Tallinn. Our VAT number is EE 102189353.
- 3. **Interpretation:** In this Complaints Policy, defined terms have the same meanings as set out in the Terms of Service for all users. Additionally, the term "business days" means any day that is not a Saturday, Sunday, or public holiday in Estonia.
- 4. **Who can use this Complaints Policy?** Whether you are a user of Godsofsex or not, you may use this Complaints Policy to notify us of any complaints regarding Godsofsex.
- 5. **How to file a complaint:** If you have a complaint about Godsofsex (including any complaints about Content appearing on Godsofsex or User behavior), please find the "report post" button and send the report. If it is not available or you cannot find it, you can also send your complaint to info@godsofsex.com, providing your name, address, contact details, a description of the complaint, and, if the complaint concerns Content, the URL of the Content in question.
- 6. **How we will handle complaints about illegal or inappropriate Content:** After receiving a complaint about illegal or inappropriate Content as per section 5 above:
  - a. We will take steps we deem appropriate to investigate your complaint in a timely manner based on the nature of the complaint.
  - b. If we need additional information or documentation, we will contact you to inform you.
  - c. We will investigate your complaint in good faith within seven (14) business days.
  - d. If we find that the Content is illegal or inappropriate, we will immediately remove that Content and notify you of our decision via email or other electronic communication.
  - e. If we find that the Content is not illegal or inappropriate, we will notify you of our decision via email or other electronic communication.

Any dispute regarding our decision that Content is inappropriate will be submitted to a neutral arbitration organization at our expense.

- 7. **How we will handle complaints related to copyright infringement:** Complaints related to copyright infringement must be filed in accordance with our DMCA Policy, and we will respond to complaints regarding copyright infringement in accordance with that policy.
- 8. **How we will handle other complaints:** After receiving other complaints (including complaints related to other violations of our Acceptable Use Policy) as per section 5 above:
  - a. We will take steps we deem appropriate to investigate your complaint in a timely manner based on the nature of the complaint.
  - b. If we need additional information or documentation, we will contact you to inform you.
  - c. In good faith, we will take actions we deem appropriate to resolve the issue raised by your complaint. If you are complaining about Content appearing on Godsofsex, and we find that the Content otherwise violates our Acceptable Use Policy, we will promptly remove that Content.
  - d. We are not required to inform you of the outcome of your complaint.
- 9. **Unjustified or offensive complaints:** If you are a user of Godsofsex, you warrant (meaning you make a legally enforceable promise) that you will not file any complaint under this Complaints Policy that is entirely unjustified, offensive, or made in bad faith. If we determine that you have breached this warranty, we may suspend or terminate your user account.