

TERMS OF USE FOR ALL USERS. BY USING OUR WEBSITE, YOU AGREE TO THESE TERMS. PLEASE READ THEM CAREFULLY.

1. Introduction: These Terms of Use for all users govern your use of Divasplay and your agreement with us.

2. Interpretation: In the Terms of Service:

- A. We refer to our website as "Divasplay", even when accessed through the URL www.divasplay.com, or through any web browser;
- B. References to "we", "our", "us" are references to Divasplay Enterprise Limited, the operator of Divasplay;
- C. "Content" means any material uploaded to Divasplay by any User (be it a Creator or a Fan), including photos, videos, audio (for example, music and other sounds), live streaming material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes and any other material;
- D. "Creator" means a User who has configured their Divasplay account as a Creator account to post Content on Divasplay for other Users to view;
- E. "Fan" means a User who follows a Creator and can view the Creator's Content;
- F. "Fan Payment" means each and every payment made by a Fan to a Creator, including payments to access a Creator's Content, to interact with the Creator, to obtain new Content from the Creator, to subscribe to the Creator's account, to use based on fan interaction on the Creator's account and any tips paid by a Fan to the Creator;
- G. "Referring User" means a User who participates in the Divasplay Referral Program;
- H. "Standard Fan-Creator Agreement" makes reference to the terms that govern every transaction between a fan and a creator on Divasplay, which can be found herein;
- I. "Terms of Service" (also called "your agreement with us") means the legally binding agreement between you and us. Such 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) Terms of the Referral program, (vii) Complaints policy and (viii) Terms of regulation of the company's platform;
- J. "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland; and
- K. "User" means any user of Divasplay, whether it be a Creator or a Fan or both (also referred to as "you" or "your").
- L. "Uruguay" means "Eastern Republic of Uruguay".

3. Who we are and how to contact us: Divasplay is operated by Divasplay Enterprise LLC. We are a limited liability company registered in England and Wales with the company registration number 12182564 and have our registered office address at **International House, 64 Nile Street, London, N1 7SR. To contact us for any questions about Divasplay**, please email our support team at soporte@divasplay.com. If you are unable to reach us by email, please write to the following address: Arismendi 1420.Oficina 203. Montevideo. Uruguay.

4. How we can change the Terms of Service: We may change any part of the Terms of Service without giving you any advance notice in the following circumstances:

- A. to reflect changes in laws and regulatory requirements that apply to Divasplay and Divasplay services, features and programs, where such changes require Divasplay to

modify its terms and conditions in a way that does not allow us to give you reasonable notice; and

- B. to address an unforeseen and imminent danger related to the defense of Divasplay, Fans or Creators against fraud, malware, spam, data breaches or other cyber security risks.

We may also make other changes to any part of the Terms of Service, and we will reasonably notify you of such changes by email or via Divasplay, and you may contact us to finalize your agreement with us before the changes take effect. Once the updated Terms of Service take effect, you will be bound by them if you continue to use Divasplay.

5. We can make changes, suspend or withdraw Divasplay: we may update and change Divasplay from time to time and for any reason, including to reflect changes in our services, user needs, and business practices, or to improve performance, improve functionality, or address security issues. We will try to notify you of any important changes in advance. We do not guarantee that Divasplay, or any of the content in it, will always be available or accessible without interruption. We may suspend, withdraw or restrict the availability of all or part of Divasplay for commercial or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if such affects you.

6. Registration with Divasplay: In order to use Divasplay, you must first register and create a user account on Divasplay. You must provide a valid email address, username and password. Your password must be unique (meaning it is different from the ones you use for other websites) and it must meet the technical requirements of the Divasplay site for password creation. To register as a user:

- A. You must be at least 18 years old and you will be asked to confirm it;
- B. If the laws of the country or state / province where you live state that you can only be legally bound by a contract with us at an age that is over 18 years of age, then you must be old enough to be legally bound by a contract with us under the laws of the country or state / province where you live; and
- C. You must not be prohibited from accessing our platform under any law that applies to you.

If you do not meet the above requirements, you must not access or use Divasplay.

7. Your commitments to us: When you register and use Divasplay, you make the following commitments to us:

- A. You are at least 18 years old and you will be asked to confirm it;
- B. If the laws of the country or state / province where you live state that you can only be legally bound by a contract with us at an age that is over 18 years of age, that you are old enough to be legally bound by a contract with us under the laws of the country or state / province where you live; and
- C. You are not prohibited from accessing our platform under any law that applies to you.
- D. If you previously had an account with Divasplay, you confirm that your previous account was not terminated or suspended by us because it breached any of our terms or policies.
- E. You will ensure that all of the information you provide us is true, accurate and complete.
- F. You will immediately update any information you have submitted to us as it changes.
- G. You agree to receive communications from us electronically, including emails and messages posted to your Divasplay account, and the processing of your personal data as is further detailed in our Privacy Policy.

- H. You will keep your account / login details confidential and secure, including your user details, passwords, and any other information that is part of our security procedures, and will not disclose them to anyone else. You will contact soporte@divasplay.com immediately if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security.
- I. You also agree to ensure that you 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 so that others cannot access, view, or record your password or other personal information.
- J. You are responsible for all the activity on your account even if, contrary to the Terms of Service, someone else uses your account.
- K. You will fully comply with these Terms of Use for all users, our Acceptable Use Policy, and all other parts of the Terms of Service that apply to your use of Divasplay. If you do not meet any of the above mentioned requirements, you must not access or use

Divasplay.

8. Rights entitled to us, including suspension or termination of your account:

- We may, but are not required to, moderate or review your Content to verify compliance with the Terms of Service (including, in particular, our Acceptable Use Policy) and / or any applicable laws.
- It is our policy to suspend access to any Content posted on Divasplay that we have knowledge of not complying with the Terms of Service (including, in particular, our Acceptable Use Policy) and / or any applicable law while we investigate the alleged non-compliance or illegality of said Content. If we suspend access to any of your Content, you may request a review of our decision to suspend access of said Content by contacting us at soporte@divasplay.com. Following our investigation of the suspected non-compliance or illegality of the relevant Content, we may take any action that we deem appropriate, including reestablishing access to the Content or permanently removing or disabling access to the relevant Content without obtaining your consent and without giving you prior notice. You agree that, at your own expense, you will promptly provide us with all reasonable assistance (including providing us with copies of any information that we request) in our investigation. We will not be liable for any loss suffered by you arising from suspension of access to your Content or any other steps we take in good faith to investigate any suspected breach or illegality of your Content under this section.
- If we suspend access to your Content or remove it, we will notify you by email or electronic message to your Divasplay account, but we are not required to notify you in advance of such removal.
- We reserve the right, at our sole discretion, to terminate your agreement with us and your access to Divasplay for any reason, by notifying you 30 days in advance by email or message to your Divasplay account. We may also suspend access to your user account or terminate your agreement with us and your access to Divasplay immediately and without prior notice if:
 - We believe that you have or may have serious or repeated breaches of any part of the Terms of Service (including, in particular, our Acceptable Use Policy), or if you attempt or threaten to breach any part of the Terms of Service in a way that has or could have serious consequences for us or for another User; or

- You take any action that, in our opinion, has caused or may cause us a loss or that otherwise damages the reputation of Divasplay.

If we suspend access to your user account or terminate your agreement with us and your access to Divasplay, we will let you know. During any period in which access to your user account is suspended, Fan Payments that would otherwise have expired during the suspension period will be suspended, and we may retain all or part of the Creator's Earnings owed but not yet paid to you, in accordance with Article 13 of the Terms of Use for Creators.

- Upon the cancellation of your account, we may handle your Content in accordance with our Privacy Policy, which may include removal. You will no longer have the right to access your Content. There is no technical function in Divasplay for you to access your Content after cancellation of your account.
- We may investigate any suspected misuse, abuse or illegal use of Divasplay and cooperate with law enforcement agencies in such investigation.
- We may disclose any information or records that we are in possession of or in control about your use of Divasplay to law enforcement agencies in connection with any law enforcement investigation of any alleged or suspected illegal activity, or in response to a court order.
- We may change the third-party payment providers that we use and, if we do, we will notify you and store the corresponding details in your Divasplay account.
- Other than the Content (which is owned or licensed by the Creators), all rights in and to Divasplay and all its content, features, databases, source code and functionality are owned by us and / or our licensors. Such material is protected by copyright and may be protected by trademarks, trade secrets, and other intellectual property laws.
- We are the sole and exclusive owners of any and all anonymized data related to your use of Divasplay and such anonymous data may be used by us for any purpose, including commercial, development and research purposes.

9. What we are not responsible for: We shall use reasonable care and skill to provide you with Divasplay, but there are certain things for which we are not responsible, as listed below: A. We do not authorize or endorse Content on Divasplay, and opinions expressed by Creators or Fans on Divasplay do not necessarily represent our views.

- B. We do not grant any rights in relation to the Content. These rights can only be granted to you by the Creators.
- C. Your Content can be seen by people who recognize your identity. We shall not be liable in any way to you if you are identified from your Content. While we may, from time to time and at our sole discretion, offer certain geolocation or geolocation technology on Divasplay, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you shall have no claim against us arising out of your use or dependence on any Divasplay geolocation or geolocation technology.
- D. All Content is created, selected and provided by users and not by us. We are not responsible for reviewing or moderating the Content, and we do not select or modify the Content that is stored or transmitted through Divasplay. We have no obligation to monitor the Content or detect breaches of the Terms of Service (including the Acceptable Use Policy).
- E. You agree that you are under no obligation to follow any suggestion, comment, review or instruction received from another Divasplay User and that if you choose to do so, you do so at your own risk.

- F. We make no promises or guarantees of any kind that Creators or Referring Users will earn a specified sum of money (or any money) for the use of Divasplay (including the Divasplay Referral Program).
- G. The materials that we make accessible on Divasplay for Users are for general information only. We do not promise, assure or guarantee the accuracy or otherwise of such materials, or that Users will obtain a specific result from the use of such materials.
- H. We are not obligated to make Divasplay compatible with all devices and operating systems. You are responsible for configuring the information technology, device, and computer programs to access Divasplay. You must use your own virus protection software.
- I. We are not responsible for the availability of the Internet or any errors in your connections, device or other equipment or software that may occur in connection with your use of Divasplay.
- J. While we try to ensure that Divasplay is secure and bug and virus free, we cannot promise that it will be and we have no control over the Content provided by the Creators.
- K. We are not responsible for any User accounts, passwords or email addresses lost, stolen or compromised, or any resulting unauthorized activity or resulting unauthorized payments or withdrawals of funds.
- L. You acknowledge that once your Content is posted on Divasplay, we cannot control and will not be liable to you for the use that other Users or third parties make of such Content. You may delete your account at any time, but you acknowledge that deleting your account will not in itself prevent the circulation of your Content that may have been posted by other Users in violation of the Terms of Service or by third parties prior to the deletion of your account.

10. Intellectual property rights: ownership and licenses:

- A. You confirm that you either own all intellectual property rights, such as copyrights and trademarks, in your Content or have obtained all necessary rights for licensing your Content to us and other Users. This includes any right required to participate in the acts covered by Article 10 (b) below in any territory where Divasplay is accessible and, in particular, in the United States of America, the United Kingdom and the European Union.
- B. You agree to grant us a license for all your Content to perform any actions restricted by any intellectual property rights, including copyrights, in that Content. This license applies to any purpose reasonably related to the provision and operation of Divasplay. Said acts include reproducing, making available and communicating to the public, displaying, performing, distributing, translating and creating adaptations or derivative works of your Content and otherwise treating your Content.
- C. The license granted to us under Section 10 (B) above is perpetual, non-exclusive, global, royalty-free, sublicensable, assignable, and transferable by us. This means that the license will continue even after your agreement with us ends and you stop using Divasplay, that we do not have to pay you for the license, and that we may sub license your Content to someone else or assign or transfer the license to someone else. This license will allow us, for example, to add stickers, text and watermarks to your Content, to make your Content available to other Divasplay Users, as well as to use your Content for other normal Divasplay operations. We will never sell your Content to other platforms, although we may sell or transfer any licenses you grant us

by means of the Terms of Service in the event of a sale of our company or its assets to a third party.

- D. While we do not claim ownership of your Content, you grant us the limited right to send infringement notifications, including those related to copyright or trademarks, on your behalf to any third-party website or service that hosts or operates the infringement of copies of your Content without your permission. Although we have no obligation to do so, at any time we may send or withdraw such notification to any third-party website or service when we deem it appropriate. However, we do not have an obligation to monitor violations of your Content. You agree that, upon request, you will provide us with every consent and other information that we reasonably need in order to send infringement notifications on your behalf. Please see our Complaints Policy to learn how to make a complaint regarding copyright infringement.
- E. You waive any moral rights you may have under any applicable law to object to the derogatory treatment of any Content posted by you on Divasplay. This waiver does not affect in any way your ownership of the intellectual property rights in your Content or the rights you have to prevent your Content from being copied without your permission. The waiver is intended to allow us, when dealing with your Content, (as permitted by the license you grant us in Article 10 (b) above) to add watermarks, stickers, or text to your Content.

11. Linking to and from Divasplay: A. Links to Divasplay:

- You may link to the Divasplay home page, provided you do so in a fair and legal manner that does not harm our reputation, take advantage of it, or suggest any form of association, approval, or endorsement from us.
 - If you are a Creator, when promoting your Creator account, you must comply with our Terms of Service and the terms of service of any other website where you link to or promote your Creator account. When promoting your Creator account, you must not impersonate Divasplay or give the impression that we are promoting your Creator account if this is not the case. You must not promote your Divasplay account by using Google Ads or any similar advertising platform or search engine advertising service.
- B. Divasplay Links: If Divasplay contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be construed as an endorsement by us of those linked websites or information that you may obtain from them. We have no control over the content of those sites or resources and we do not accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to Divasplay, you do so at your own risk and subject to the terms and conditions of use of those websites.

12. How do I delete my account? If you wish to delete your Divasplay account, you can do so in the 'User account' section of your Divasplay account.

- A. If you are a Fan, the deletion of your account will take place within a reasonable time after your request.
- B. If you are a Creator, once you start the "delete account" process, your account will remain open until the last day of your Fans' paid subscription period, after which you will receive your final payment and your account will be deleted.
- C. If you are a Fan and Creator, your account will be deleted in two stages (Fan first and then Creator).

- D. Once your account has been deleted, you will not be charged any additional fees or have access to your previous Divasplay account or its Content, and subscriptions will be deleted and cannot be renewed later. You will receive an email confirmation after the successful deletion of your account. Once your account has been deleted, we may treat your Content appropriately in accordance with our Privacy Policy (including deleting it) and you will no longer have the right to access your Content. There is no technical facility on Divasplay for you to access your Content after cancellation of your account.

13. Who is responsible for any loss or damage suffered by you?

- A. If you are a consumer or commercial User: We do not exclude or limit in any way our liability to you when it is illegal 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 fraudulent misrepresentation.
- B. If you are a consumer User: If you are a consumer User, you agree that:
- We and our subsidiary companies, employees, owners, representatives and agents will not be liable to you for any loss of profits, loss of business or income, business interruption, loss of business opportunities, or loss of anticipated savings that you may suffer from or in connection with your use of Divasplay.
 - 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 commercial 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 Divasplay or any content within such. This means that if the Terms of Service do not expressly include a promise or commitment on our part, then one cannot be implied by law;
 - we are not liable to you for any loss or damage suffered by you that is not a foreseeable result of our breach of the Terms of Service or our lack of reasonable care and skill. Loss or damage is foreseeable if it is obvious that such will happen or if, at the time you accepted the Terms of Service, both we and you knew it could happen;
 - we will not be liable to you for any loss or damage, whether by contract, tort (including negligence), breach of legal duty or otherwise, even if foreseeable, arising out of or in connection with:
 - your inability to use Divasplay or any of its services, features or programs; or
 - your use of or reliance on any content (including Content) stored on Divasplay;
 - We will not be liable to you for:
 - lost profits;
 - loss of sales, business or income;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill, or reputation;
 - loss of data or information, including any Content; or

- indirect or consequential loss or damage;
 - We will not be liable to you for any loss or damage caused by a distributed denial of service attack, virus, ransomware or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Divasplay or any of its services, functions or programs, or due to the download of any material published on it, or on any website linked to it;
 - We will not be liable to you if your Content is copied, redistributed, republished elsewhere or if another User or third party infringes on your copyright;
 - We will not be liable to you for any disclosure of your identity, or any disclosure or publication of your personal information by other Users or third parties without your consent (also known as "doxing");
 - We will not be liable to you for any failure or delay on our part in complying with any part of the Terms of Service arising out of events beyond our reasonable control. If there is any failure or delay on our part in complying with any part of the Terms of Service arising out of an event beyond our reasonable control, we will contact you as soon as possible to inform you and take steps to minimize the effect of the delay.
- D. Our total liability to you for any and all claims arising out of or related to your agreement with us, whether by contract, tort (including negligence), breach of legal duty or otherwise, shall be limited to the greater of the following:
- 100% of the total fees paid by you to us in connection with your use of Divasplay; and
 - USD 6,000 (six thousand United States dollars).

14. General: You agree that:

- A. If any aspect of your agreement with us cannot be enforced, the rest shall remain in effect.
- B. Failure to enforce any aspect of your agreement with us shall not be a waiver; We reserve all rights that are not expressly granted to you.
- C. You are not granted implicit licenses or other rights in relation to any part of Divasplay, except as expressly set forth in the Terms of Service. Your agreement with us does not grant any rights to third parties, except for the exclusions and limitations of liability stated in the "Who is responsible for any loss or damage suffered by you?" section that can be enforced by our subsidiaries, employees, owners, representatives and agents.
- D. You may not transfer your rights or obligations under your agreement with us without our prior written consent.
- E. Our rights and obligations under your agreement with us may be assigned or transferred by us to others. For example, such could occur if our ownership changes (such as in a merger, acquisition or sale of assets) or by law. In addition, we may choose to delegate performance of any of our obligations under your agreement with us to any third party, but we will remain responsible to you for the performance of those obligations.
- F. The Terms of Service form the entire agreement between us and you regarding your access to and use of Divasplay, and supersede any prior oral or written agreements or contracts between us and you.

15. Dispute-Related Terms: The law that applies to your agreement with us and where disputes and claims related to Divasplay (including those arising out of or related to your agreement with us) can be filed:

- A. For consumers (Fans): Consumers - Law: If you are a consumer, your agreement with us is governed by English Law and English law will apply to any claim you have against us or that we have against you arising out of or in connection with your agreement with us (including non-contractual disputes or claims). You can also rely on the mandatory rules of the Law of the country where you live.
 - Where should claims be filed? If you are a consumer resident in the United Kingdom or the European Union or the Eastern Republic of Uruguay, any claim arising out of or in connection with your agreement with us (either by you against us or us against you, including disputes or non-contractual claims) must be taken to the courts of the Eastern Republic of Uruguay. If you are a consumer residing outside the United Kingdom or the European Union or the Eastern Republic of Uruguay, any claim arising out of or in connection with your agreement with us (either by you against us or us against you, and including disputes or non-contractual claims) must be filed in the courts of the Eastern Republic of Uruguay.
- B. For commercial users (Creators and Referral Users): Commercial Users - Law: If you are a Commercial User, your agreement with us and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its purpose or form shall be governed by the Law of the Eastern Republic of Uruguay, without taking into account provisions on conflict of laws.
 - Where should claims be filed? If you are a commercial User, you and we agree that the courts of the Eastern Republic of Uruguay will have exclusive jurisdiction to solve any dispute or claim (including non-contractual disputes or claims) that you have against us or that we have against you, arising out of or in relation to your agreement with us or its purpose or form.
- C. Limitation period for filing claims: Except where prohibited by applicable law, any claim or cause of action you have with respect to Divasplay (including those arising out of or related to your agreement with us) must be filed within one year after the date that such claim or the cause of the action arose or the date you first learned of the facts that gave rise to the cause of the action (whichever occurs first), or such shall be banned forever.

16. Other terms that are part of your agreement with us: These Terms of Use for all users govern your agreement with us. Certain other terms or policies that are part of the Terms of Service will also apply to you and are part of your agreement with us, as follows:

- A. Fan Terms of Use, which contain additional terms that apply if you use Divasplay as a fan;
- B. Creator Terms of Use, which contain additional terms that apply if you use Divasplay as a creator;
- C. Privacy Policy: applicable to all users and states how we use your personal data and other information that we collect about you;
- D. Acceptable Use Policy applicable to all users and indicates what you can and cannot do on Divasplay;
- E. Referral Program Terms, which describe the terms that apply if you participate in the Divasplay Referral Program;

- F. Complaints Policy: establishes the procedure for filing a complaint about any aspect of Divasplay and how we will deal with that complaint; and
- G. TERMS OF USE FOR FANS.

FAN TERMS OF USE: BY USING OUR WEBSITE AS A FAN, YOU ACCEPT THESE TERMS; PLEASE READ THEM CAREFULLY.

- 1. Introduction:** These Terms of Use for Fans are additional terms that apply if you use Divasplay as a fan (also referred to as "you" and "your" in these Fan Terms of Use). These Terms of Use for Fans are part of your agreement with us.
- 2. Interpretation:** In these Terms of Use for fans, the defined terms have the same meaning as they are given in the Terms of Use for all users. Besides:
 - A. "Subscription" means a Fan's monthly subscription to a Creator's account;
 - B. "VAT" refers to the value added tax of the United Kingdom or Uruguay and any other tax that is added or substituted to the rate that is imposed periodically and any indirect governmental, state, federal, provincial or municipal equivalent or similar duty, imposition or encumbrance in any other jurisdiction; and
 - C. "Tax" shall include all forms of statutory, governmental, state, federal, provincial, local or municipal taxes and charges, duties, fees, contributions, levies, withholdings or liabilities, provided they are chargeable and from the United Kingdom or any other jurisdiction.
- 3. Other terms that will apply to your use of Divasplay:** The following terms will also apply to your use of Divasplay and you agree to them:
 - A. Our Terms of Use for all users;
 - B. Our Privacy Policy, which states how we use your personal data and other information that we collect about you;
 - C. Our Acceptable Use Policy, which states what you can and cannot do on Divasplay;
 - D. Our Complaints Policy, which sets out the procedure for filing a complaint about any aspect of Divasplay and how we will handle that complaint; and
 - E. The Standard Fan - Creator Agreement, which is not part of your agreement with us, but applies to every transaction you make with any Creator and sets out the terms in which you will engage Creators.
- 4. Other terms that may apply to your use of Divasplay:** The following additional terms may apply to your use of Divasplay:
 - A. If you are also a Creator, the Creator Terms of Use will apply to your use of Divasplay as a Creator;
 - B. If you are a Creator established or resident in the European Union or the United Kingdom or the Eastern Republic of Uruguay, the Terms of Regulation of the platform will also apply to the company; and
 - C. If you participate in the Divasplay Referral Program, the Referral Program Terms will apply to your use of the Divasplay Referral Program.
- 5. Your commitments to us:** You guarantee (which means you make a legally enforceable 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 can only be legally bound by a contract with us at an age that is over 18 years, then you are

old enough to be legally bound by a contract with us as the laws of the country or state / province where you live state; and

- C. You are not prohibited from accessing Divasplay according to the laws that apply to you.

6. Content: General Terms: In addition to the terms set forth elsewhere in the Terms of Service (in particular in our Acceptable Use Policy), the following terms apply to Content posted, displayed, uploaded or published by you as a Fan on Divasplay:

- A. You guarantee (which means that you assume a legally enforceable obligation) that for each element of Content that you post, display, upload or post on Divasplay:
 - I. the Content fully complies with the Terms of Service (and in particular with our Acceptable Use Policy);
 - II. you own your Content (and all intellectual property rights) or have a valid license to your Content; and
 - III. If your Content includes or uses any third-party material, you have obtained all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on Divasplay.
- B. You agree that you will be liable to us and indemnify us if any of the warranties in Article 6 (a) are false. This means that you will be responsible for any loss or damage that we suffer as a result of such statements being false.
- C. We are not responsible for or endorse any aspect of any Content posted by you or any other Divasplay User. We have no obligation to monitor any Content and we have no direct control over what your Content may comprise.

7. Adult material: You acknowledge that you are aware that part of the Divasplay Content contains adult material and you agree to take this into account when deciding where to access and assess if you suffer any loss or damage as a result of your accessing or viewing of Content that contains adult material in a way that places you in breach of any contract you have with a third party (for example, your employment contract) or in breach of any applicable law.

8. Fan subscriptions and purchases: This section describes the terms that apply to transactions and interactions between Fans and Creators:

- A. All transactions and interactions facilitated by Divasplay are contracts between Fans and Creators under the terms of the Standard Fan-Creator Agreement. Although we facilitate transactions and interactions between Fans and Creators by providing the Divasplay platform, storing Content and acting as a payment intermediary, we are not party to the Standard Fan-Creator Agreement or any other contract that may exist between a Fan and Creator, and we are not responsible for any transaction or interaction between Fans and Creators.
- B. The Creators are solely responsible for determining (within Divasplay pricing parameters) the prices applicable to transactions and interactions and the Content which may be accessed. All prices are in USD only.
- C. Fan payments do not include VAT, which will be added to the current rate as applicable to Fan Payments.
- D. To view a Creator's Content and / or use the fan engagement feature in Divasplay, you must first add a payment card to your account and then click the 'Subscribe' button on the relevant Creator's profile.

- E. The payment provider will (i) take monthly payments from your payment card for Fan Payments that are subscriptions; and (ii) immediate payments from your payment card for Ad Hoc Fan Payments, such as using the fan interaction feature on a Creator's account or paying a tip to the Creator. You authorize and consent to each of these payments being charged using your provided payment card details.
 - F. Other than free trial subscriptions, all subscriptions to a creator's profile will automatically renew at the end of the monthly subscription period, except if your payment card was declined, the subscription price has increased, or if you have deactivated the "Automatic renewal" switch located in the profile of the corresponding Creator. This means that if you want to stop subscribing to a Creator's profile and pay ongoing monthly subscription charges, you will need to turn off the "Automatic Renewal" switch found in the relevant Creator's profile.
 - G. If you cancel a Subscription, you will be allowed to view the relevant Creator Content until the end of the subscription period in which you canceled, after which no further payments will be taken from your payment card in respect of subscriptions to that Creator's profile and you will no longer be able to view the relevant Creator Content.
- 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 have expired during the period of suspension of your user account will be suspended for the period of the suspension of your user account.

CREATOR TERMS OF USE: BY USING OUR WEBSITE AS A CREATOR, YOU ACCEPT THESE TERMS; PLEASE READ THEM CAREFULLY

- 1. Introduction:** These Creator Terms of Use are additional terms that apply if you use Divasplay as a Creator (also referred to as "you" and "your" in these Creator Terms of Use). These Creator Terms of Use are part of your agreement with us.
- 2. Interpretation:** In these Creator Terms of Use, the defined terms have the same meaning as in the Terms of Use for all users. Besides:
- A. "Person with Majority Control" means any individual who meets one or both of the following conditions in relation to a corporate entity:
 - I. the individual owns, directly or indirectly, more than 50% of the shares of the corporate entity;
 - II. the individual owns, directly or indirectly, more than 50% of the voting rights in the corporate entity;
 - B. "VAT" refers to UK value added tax and any other tax to be added or substituted at the applicable rate time imposed and any government, state, federal, provincial tax, charge, tax, tax or indirect levy or equivalent or similar municipal in any other jurisdiction; and
 - C. "Tax" shall include all forms of statutory, governmental, state, federal, provincial, local or municipal taxes and charges, duties, fees, contributions, levies, withholdings or liabilities, provided they are chargeable and from the United Kingdom or any other jurisdiction.
- 3. Other terms that will apply to your use of Divasplay:** The following terms will also apply to your use of Divasplay and you agree to them:
- A. Our terms of use for all users;
 - B. Our Privacy Policy, which states how we use your personal data and other information that we collect about you;

- C. Our Acceptable Use Policy, which states what you can and cannot do on Divasplay;
- D. Our Complaints Policy, which sets out the procedure for filing a complaint about any aspect of Divasplay and how we will handle that complaint; and
- E. The Standard Fan-Creator Agreement, which is not part of your agreement with us, but sets out the agreement between you and your Fans for every transaction between you and them.

4. Other terms that may apply to your use of Divasplay: The following additional terms may apply to your use of Divasplay:

- A. If you are established or residing in the European Union or the United Kingdom, the Terms of Regulation of the platform will also apply to the company;
- B. If you are also a fan, the Fan Terms of Use will also apply to your use of Divasplay as a fan; and
- C. If you participate in the Divasplay Referral Program, the Referral Program Terms will apply to your use of the Divasplay Referral Program.

5. How to set up your account as a Creator account: To set up your account as a Creator account:

- A. You will need to upload a valid form of identification and two photos of you on your user account page according to the requirements set out here.
- B. On your user account page, you will need to add the bank account details of your own bank account or the bank account of a corporate entity in which you are a person with Majority Control.
- C. On your user account page, you will need to select one of the available methods provided by Divasplay as to how your Creator Earnings will be transferred to you. These methods are called Payment Options.
- D. If you are registered for the European VAT or have a tax identification, you must provide us with your valid VAT or tax identification number. See the tax compliance and the VAT endorsement of these Creator Terms of Use in relation to the VAT in Europe and tax identification.
- E. You may also need to submit additional information depending on the country where you live.
- F. We may ask you for additional age or identity verification information at any time. We may deny your request to set up a Creator account for any reason, including the reasons listed here.
- G. Once you have set up your account as a Creator account, if you wish to charge your Fans a monthly subscription fee, you will need to set the subscription price for your Fans within the range allowed by Divasplay as set out herein.
- H. Then, you can start adding content and users can subscribe to your account to become your fans.
- I. If you lose access to your account, you can reset your password, however you will need to know the email address used to set up the account in order to do so. If you do not remember the email address used to set up the account, we may ask you to provide identification documents and photos and any additional proof that we may reasonably require to prove your identity.

6. Agencies cannot be creators: each creator owns their own account and must have access to their account at all times. If you have an agent or agency that assists you with the operation of your Creator account (or operates it on your behalf), this does not affect your

personal legal liability. Our relationship is with you, and not your agent or agency, and you will be legally responsible for ensuring that all Posted Content and all use of your account complies with the Terms of Service.

7. Creators using corporate entities: If you set up a corporate entity to receive your Creator Earnings, you must provide us with evidence upon request that you are the Person with Majority Control of that corporate entity. We will only pay your Creator Earnings into a bank account that is not in your name where the bank account is in the name of the corporate entity of which you are the Person with Majority Control. You agree that if you use a corporate entity to receive the Creator Earnings, you will comply with all laws (including tax laws) applicable to corporate entities where the corporate entity is established.

8. Fan subscriptions and purchases: This section describes the terms that apply to transactions and interactions between Fans and Creators:

- A. All transactions and interactions facilitated by Divasplay are contracts between Fans and Creators under the terms of the Standard Fan-Creator Agreement. Although we facilitate transactions and interactions between Fans and Creators by providing the Divasplay platform, storing Content and acting as a payment intermediary, we are not party to the Standard Fan-Creator Agreement or any other contract that may exist between a Fan and Creator, and we are not responsible for any transaction or interaction between Fans and Creators.
- B. When a Fan has made the required payment to access your Content, for the provision of personalized Content or to use the fan interaction feature on their account, you must allow the Fan to view the paid Content and / or provide the personalized Content and / or allow the Fan to use the paid fan interaction feature (as applicable). You agree that you will indemnify us for any breach by you of this obligation, which means that you will be liable for any loss or damage (including loss of profits) that we suffer as a result of your breach of this obligation.

9. Contents: General Terms: In addition to the terms set forth elsewhere in the Terms of Service (particularly in our Acceptable Use Policy), the following terms apply to Content posted, displayed, uploaded, or published by you as a Creator on Divasplay:

- A. Your Content is not confidential and you authorize your Fans to access and view your Content on Divasplay for their own legal and personal use, and in accordance with the licenses you grant your Fans.
- B. You guarantee (which means that you make a legally enforceable promise to us) that for each item of Content that you post, display, upload or publish on Divasplay:
 - I. the Content fully complies with the Terms of Service (and in particular with our Acceptable Use Policy);
 - II. you have all the necessary rights to license and trade your Content on Divasplay, including in each territory where you have Fans and in the United Kingdom or Uruguay;
 - III. you own your Content (and all intellectual property rights) or have a valid license to offer and supply your Content to your Fans;
 - IV. If your Content includes or uses any third-party material, you have obtained all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on Divasplay; and V. the content is:
 - Of satisfactory quality, taking into account any description of the Content, the price and all other relevant circumstances, including any

statement or representation you make about the nature of the Content in your account or in any advertising;

- Reasonably fit for whatever purpose the Fan has made known to you is the purpose for which the Fan uses the Content; and • As described by you.

- C. You agree that you will be liable to us and indemnify us if any of the warranties in Article 10 (b) are false. This means that you will be responsible for any loss or damage (including loss of profit) that we suffer as a result of any warranty not being true.
- D. We are not responsible for or endorse any aspect of any Content posted by you or any other Divasplay User. We have no obligation to monitor any Content and we have no direct control over what your Content may comprise.
- E. You also agree to act as custodian of the records of the Content that you upload to Divasplay.

10. Co-authored Content:

- A. If you upload Content to your Creator account that shows someone other than or in addition to you (even if that person cannot be identified in the Content) ("Co-authored Content"), you warrant (which means contracting an obligation) that each individual displayed in any Co-authored Content uploaded to your account:
 - I. Is a creator of Divasplay;
 - II. Has have given his/her express, prior and fully informed consent for their appearance in the Co-authored Content; and
 - III. Has given his/her consent for the Co-authored Content in which they appear to be published on Divasplay.
- B. You must not upload any Content that contains any images, photos, video or audio of another person other than or added to you, unless that person is also a Creator on Divasplay.
- C. If any Co-authored Content is a co-authored work, you are solely responsible for obtaining any necessary licenses or consents from any other co-author of the Content that is sufficient to allow such Content to be uploaded and available on Divasplay.
- D. You agree that we will only pay Creator Earnings to the Creator account into which the Co-authored Content was uploaded. The Creator who uploaded the Co-authored Content is solely responsible for dividing and distributing the revenue generated by the Co-authored Content among the Creators displayed on such Co-authored Content. Any such revenue sharing agreement will be a private and independent agreement between the Creators, and we are not responsible for providing or enforcing such agreements.
- E. You understand and agree that you are not entitled to Creator Earnings from Co-authored Content in which you appear, but is posted to another Creator's account. If you post Co-authored Content to your account, we may ask you to provide valid and complete legal information for everyone featured in Co-authored Content. If you do not provide the information requested by us, we may remove the Co-authored Content, restrict your rights and permissions to post as a Creator, terminate your account, and / or retain all or part of the Creator Earnings earned but not yet paid.
- F. You agree to release us from, and not make any claims against us arising out of the Co-authored Content. You agree that all claims arising out of the Co-authored Content will be made against the Creator (s) who published said Co-authored Content or appeared in the Co-authored Content (as applicable).

11. Creator payments:

- A. All Fan Payments will be received by a third-party payment provider approved by us.
- B. If you have chosen the XXXX Payment Option, we will ensure that XXXX, acting as our payment provider, collects the Fan Payment and pays Our Fan Payment Fee to an account maintained in our name; and pay Creator Earnings into your bank account or the bank account of a corporate entity in which you are a Majority Control Person (see Article 7 above).
- C. When XXXX is not your chosen Payment Option, we will receive the Fan Payment in full from the applicable payment provider. We will deduct Our Fee from the Fan Payment and then withhold the Creator Earning on your behalf in our capacity as your agent.
- D. Your Divasplay account will be updated within a reasonable time with your Creator Earnings. Your Creator Earnings will be available for you to withdraw from your Divasplay account once those Creator Earnings appear in your Divasplay account.
- E. To make a withdrawal of the Creator Earnings from your Divasplay account, you must have at least the minimum payment amount in your Divasplay account. Click on the Banking page of your account to see what the minimum payment amount and payment options are for your country of residence.
- F. The amount you see in your "current balance" in your Divasplay account is your Creator Earnings at the relevant time. All Fan Payments and Creator Earnings are made in USD only. If you have chosen the "XXXX" payment option, the fan payout figures and Creator Earnings will be reflected in your local currency, at an exchange rate controlled by XXXX. Your bank may charge you currency transfer or conversion fees to receive the money. Also, your e-wallet company may charge you a fee for accessing the money. We have no control over the currency exchange rates or fees imposed by your bank or your e-wallet company, and we are not responsible for paying any fees imposed by your bank or your e-wallet company.
- G. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect of a Fan Payment, we may investigate and may decide to deduct from your Creator Earnings account an amount equal to the amount returned or refunded.
- H. Except for Payment Options that involve direct bank transfer payment from us, we do not store any data disclosed by you when you register your Payment Options with a third-party payment provider.

12. Circumstances in which we can withhold the Creator Earnings:

- A. We may retain all or part of the Creator Earnings owed to you but not yet paid:
 - if we believe that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - if you attempt or threaten to breach any part of the Terms of Service in a way that we believe has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - if we suspect that all or a portion of the Creator Earnings are the result of illegal activity, either by you or the Fan who made the Fan Payment that resulted in the Creator Earnings, for as long as necessary to investigate the actual, threatened or suspected infringement or the alleged illegal activity (as applicable). If after our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted

or threatened to breach 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 possible loss caused to us or another User), and / or (iii) Creator Earnings are the result of illegal activity, we may notify you that you have lost your Creator Earnings.

- B. We shall not be liable to you if we retain or lose any of your Creator Earnings when we are entitled to do so under these Creator Terms of Use.
- C. If we withhold all or part of the Creator Earnings owed to you and determine that part of the Creator Earnings withheld by us is not related to your breach of the Terms of Service or suspected illegal activity, we can then pay you part of the Creator Earnings that we determine are unrelated to breaches of the Terms of Service or suspected illegal activity. However, you agree that if we believe that your breach (es) of the Terms of Service has caused us or may cause us losses, we may retain all Creator Earnings owed to you but have not yet been paid, and we may compensate such amounts with any losses suffered by us.
- D. If after we have completed our investigation, we determine that Creator Earnings have been lost, we will make every effort to return Fan Payments that resulted in lost Creator Earnings to the relevant Fans who paid such Fan Payments.

13. Promotion of tax compliance: General:

- A. We recommend that all Creators seek professional advice to ensure that they comply with local tax and tax regulations, based on their individual circumstances.
- B. By using Divasplay as a Creator, you warrant (which means that you make a legally enforceable promise) that you have reported and, in the future, will report the receipt of all payments made in connection with your use of Divasplay to the appropriate tax authority in your jurisdiction, as required by law.
- C. By using Divasplay as a Creator, you warrant (which means you make a legally enforceable promise) that you will comply at all times with all tax-related laws and regulations that apply to you. If, at any time while you have a Divasplay account, a tax breach occurs in relation to you (including your failure to report earnings or the imposition of any tax-related penalties or interest) or in case of litigation, if a consultation or investigation is initiated against you that is related to, or that may lead to, any case of tax non-compliance, you agree to:
 - 1. notify us by email to soporte@Divasplay.com in writing within 7 days after the occurrence of the tax breach or initiation of the litigation, inquiry or investigation (as applicable); and
 - 2. Email us immediately at soporte@Divasplay.com:
 - details of the steps you are taking to address the occurrence of the tax noncompliance and to prevent its recurrence, along with any mitigating factors you consider relevant; and
 - any other information related to the occurrence of the tax breach that we may reasonably require.
- D. For the avoidance of doubt, you are responsible for your own tax affairs and Divasplay is not responsible for any non-payment of taxes by the Creators.
- E. We reserve the right to close your Divasplay account if we are notified or become aware of any tax breaches on your part.

**ACCEPTABLE USE POLICY: BY USING OUR WEBSITE, YOU ACCEPT THIS POLICY;
PLEASE READ IT CAREFULLY**

This Policy applies to your use of Divasplay and to all of Divasplay Content and is part of your agreement with us. This Policy establishes what is and what is not allowed on Divasplay. Defined terms in this Policy have the same meaning as in our Terms of Use for all users. Non-compliance with this Policy may lead to the suspension or termination of your account and the revocation of access to your earnings, as set forth in the Terms of Service.

1. Do not use Divasplay except for your own personal use and do not sell, rent, transfer or share your account or any Content obtained from your use of Divasplay with anyone else.
2. Use Divasplay only in a manner and for a purpose that is lawful.
3. Do not upload, post, display or publish Content on Divasplay that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or that encourages or promotes violence or any illegal activity.
4. Do not use Divasplay in any way that could exploit, harm or attempt to exploit or harm anyone under the age of 18, for example by exposing them to Inappropriate Content.
5. Do not upload, post, display or publish content on Divasplay that: A. shows, includes or refers to:
 - I. any individual under the age of 18 (or referring to individuals under the age of 18 in general); or
 - II. any other person, unless you have written documentation confirming that all persons displayed or included or mentioned in your Content are at least 18 years of age, and you have written consent from each person to use their name or images (or both) in the Content; B. displays, promotes, advertises or refers to:
 - I. firearms, weapons or any item whose sale, possession or use is subject to prohibitions or restrictions; II. drugs or drug paraphernalia;
 - III. self-harm or suicide;
 - IV. incest;
 - V. bestiality;
 - VI. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or extreme bondage, extreme fisting or genital mutilation; VII. necrophilia;
 - VIII. urine, scatological, or excrement-related material;
 - IX. "revenge pornography" (any sexually explicit material that depicts anyone who has not given prior, express, and fully informed consent for that material (a) to be taken, captured, or otherwise commemorated, or (b) posted and shared on Divasplay);
 - X. escort services, sex trafficking or prostitution; XI. Zoophilia.
 - C. contains unsolicited sexual content or unsolicited language that sexually targets another User or any other person in a non-consensual manner, or contains false or manipulated sexual content in relation to another User or any other person (including "deepfakes");
 - D. contains, promotes, advertises or refers to hate speeches (being Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten or incite hatred, fear or violence against a group or individual based on race, ethnic

origin, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious illness, veteran status or any other protected characteristic);

- E. contains or refers to personal data or private or confidential information of another person (for example, telephone numbers, location information (including addresses and GPS coordinates), names, identity documents, email addresses, login credentials session for Divasplay, including passwords and security questions, financial information, including bank account and credit card details, biometrics and medical records) without the express written consent of that person; F. either:
 - for Content with public nudity, it was recorded or is being broadcast from a country, state or province where public nudity is illegal; or
 - for Content featuring sexual activity, such was recorded or is being broadcast from a public place where members of the public have a reasonable chance of seeing the activities taking place (this does not include outdoor locations where members of the public are not present, for example private property such as a private backyard, or secluded areas in the wild where members of the public are not present).
 - G. gives the impression that it comes from or is approved, authorized or endorsed by us or by any other person or company;
 - H. causes or is calculated to cause inconvenience or anxiety to any other person or which may annoy, embarrass or cause a serious offense to any other person;
 - I. is used or is intended to be used to extract money or other benefit from any other person in exchange for the removal of the Content; and / or
 - J. involves or promotes third-party sales or commercial activities such as contests, sweepstakes and other sales promotions, product placement, advertising or job postings without our express prior consent.
1. Do not use Divasplay to stalk, intimidate, abuse, harass, threaten anyone else.
 2. Do not use Divasplay to participate in deceptive conducts, or conducts that may mislead or deceive any other User.
 3. Respect the intellectual property rights of the Creators, including by not recording, reproducing, sharing, communicating to the public, or distributing their Content without authorization.
 4. Do not do anything that breaches our rights or those of another person, including intellectual property rights (for example, copyrights, trademarks, confidential information, and goodwill), personality rights. Do not impersonate us, one of our employees, another User or any other person or company, or falsely state or suggest any affiliation, endorsement, sponsorship between you and us or any other person or company.
 5. Do not provide false account registration information or make unauthorized use of someone else's information or Content.
 6. Do not post Content or cause Content to be posted that is spam, is intended or has the effect of artificially increasing the views or interactions of any Creator, or is otherwise false, repetitive, misleading, or of poor quality.
 7. Do not stream, broadcast or send any prerecorded audio or video material during a live broadcast or attempt to broadcast the recorded material as a live broadcast.

8. Do not use other means or methods (for example, the use of code words or signals) to communicate something that violates this Policy.
9. Do not reproduce, print, distribute, attempt to download, modify, create derivative works, publicly display, publicly perform, republish, download, store, or transmit any Content, except as permitted by the Terms of Service.
10. Do not knowingly insert viruses, Trojans, worms, logic bombs or other material into the Content that is or could be malicious or technologically harmful.
11. Do not decompile, disassemble, reverse engineer, or attempt to discover or derive the Divasplay source code.
12. Do not use Divasplay in a way that could adversely affect our systems or security or interfere with any other User's use of Divasplay, including their ability to participate in real-time activities through Divasplay.
13. Do not use any automated program, tool, or process (such as web crawlers, robots, spiders, bots, and automated scripts) to access Divasplay or any server, network, or system associated with Divasplay, or to extract, scrape, harvest, or collect Content or Divasplay information.
14. Do not use the Divasplay name, logo or any related or similar name, logo, product and service name, design or slogan, except in the limited ways that are expressly permitted in the Terms of Service or with our prior written agreement.
15. Failure to comply with this Policy may result in the suspension or cancellation of your account and the revocation of access to your earnings, as set forth in the Terms of Service.

REFERRAL PROGRAM TERMS: WARNING!

Please read the warning below regarding the Divasplay Referral Program:

- It is illegal for us or a participant in the Divasplay Referral Program (including Users and Referred creators) to persuade anyone to make a payment by promising benefits by having others join the Divasplay Referral Program.
- Do not be fooled by claims that high earnings are easily made by participating in the Divasplay Referral Program.

1. Introduction: These Referral Program Terms are additional terms that apply if you use the Divasplay Referral Program. These Referral Program Terms are part of your agreement with us.

2. Interpretation: In these Referral Program Terms, the defined terms have the same meaning as they are given in the Terms of Use for all Users. Besides:

- A. "Referring User" is also referred to as "you" or "your" in these Referral Program Terms;
- B. "Referred Creator" means the person who joins Divasplay as Creator through the Referred User's unique referral link.

3. What is the Divasplay Referral Program? Divasplay offers a Referral Program whereby existing Users can introduce individuals interested in becoming Creators to Divasplay and receive referral payments from Divasplay that are calculated and capped as described in these Referral Program Terms. The Divasplay Referral Program is operated by Divasplay Enterprise Limited. We are a limited company registered in England and Wales with company registration number 12182564 and have our registered office address at International House, 64 Nile Street, London, N1 7SR.

4. The Divasplay Referral Program rules:

- A. Only Divasplay users with a current user account can participate in the Divasplay Referral Program. If a user's account has been suspended or canceled by us for any reason or if the User has deleted it, that User will not be eligible to participate in the Divasplay Referral Program.
- B. You will need to add the bank account details of your own bank account on your user account page to receive referral payments under the Divasplay Referral Program.
- C. Each user has a unique referral link (accessible through the user's account) that the user can share with others. When sharing your unique referral link, you must not impersonate Divasplay or give the impression that we share or promote your referral link. You must not use Google Ads or any similar advertising platform or search engine advertising service to share or promote your unique referral link. At our request, you must disclose the methods by which you share your unique referral link in the Bio / Website field of your Divasplay account.
- D. The Referred Creator must click on their unique referral link and then register with Divasplay using the same browser that they used to click on their unique referral link. If someone signs up for Divasplay in any way other than through your unique referral link, we will not link that account to your referral and we will not make any referral payments to you.
- E. The Referred Creator must not have opened a user account with Divasplay (either with the same name or another name) before clicking on your unique referral link. If the Referred Creator is currently or has been a Divasplay User, we will not pay you for the referral.
- F. If the Referred Creator sets up more than one user account, we will make referral payments to you on the earnings obtained by the Referred Creator from their first user account only. We will not pay you any referral payments to any other user accounts set up by the Referred Creator.
- G. We will not pay you any referral fees on any referral from a Referred Creator that we determine is owned or operated by you, or has a commercial relationship with you. You will provide any information that we request to enable us to determine whether the Referred Creator is owned or operated by you or if there is a commercial relationship between you and the Referred Creator.
- H. You agree that by promoting Divasplay in any way as a Referring User:
 - you will not misrepresent Divasplay, the services, programs and content (including Content) available through Divasplay, its Users or the Terms of Service; and
 - you will not make any statement that suggests to a potential Creator that the potential Creator will earn a particular sum of money (or any money) for their use of Divasplay, or any statement regarding the likely number of Fans.

5. Referral Payments:

- A. How are referral payments calculated? Once a Referred Creator has become a Registered Divasplay User in accordance with the Divasplay Referral Program rules described above, we will pay the Referring User an equivalent referral payment of between 5% and 10% percent (5% and 10%) of Fan Payments generated by the Referred Creator in the twelve months after the date on which the Referred Creator becomes a registered Divasplay User, up to a maximum referral payment from Divasplay to the Referring User of 50,000 USD per Referred Creator. This means that if a Referred Creator generates Fan Payments with a total value of 1 million USD or

more in the twelve months after the date that Referred Creator becomes a Registered Divasplay User, then the referral payments of the Referring User in connection with that Referred Creator will be limited to 50,000 USD in total. However, if the Referred Creator generates Fan Payments with a total value of less than 1 million USD within twelve months from the date that such Referred Creator becomes a Registered Divasplay User, then the Referring User will receive five percent (5%) of Fan Payments generated by that Referred Creator in the twelve months after the date the Referred Creator becomes a registered Divasplay User, after which no further referral payments will be made to the Referred User with respect to that Creator. For all referrals made before May 1st, 2020, we will make referral payments to the relevant Referring Users until May 1, 2021 or until we have paid the Referring User 50,000 USD for the referral, whichever occurs first.

- B. VAT: if you are a Referring User, you should know that all referral payments that we pay you will include any VAT (as defined in the Terms of Use for creators) that is charged again on any supply made by you, except as provided in the section "Promotion of tax and VAT compliance" of the Terms of Use for Creators.
- C. Choosing a payment method to receive referral payments: In order to receive referral payments, you must first choose one of the payment methods provided by Divasplay in your country of residence. These methods are called "Payment Options".
- D. How often are referral payments made? We will transfer to your Divasplay account the referral payment owed to you on Fan Payments made to the Referred Creator, in a calendar month on or around the first day of the following calendar month (meaning, for example, payments for referrals owed to you in respect of Fan Payments made to the Referred Creator in February will be paid on or around March 1st).
- E. Who bears the cost of paying the referral? The cost of paying the referral is borne by us, not the Referred Creator.

6. Our rights related to the Referral program.

- A. If referral payments have been made incorrectly, we are entitled to recover incorrectly paid sums from the User to whom the incorrectly paid sums were paid.
- B. We may ask you or the Referred Creators (or both) to provide us with identification and other information that we reasonably request to verify any referral payment that is made and the person to whom such payment should be made. Failure to provide any information requested by us may lead you to lose your right to referral payments with respect to the relevant Referred Creator.
- C. We may change any aspect of the Divasplay Referral Program (including the way referral payments are calculated) or discontinue the Divasplay Referral Program at any time, but no change will deprive any Referring User of referral payments already earned based on Fan Payments made to Referred Creators before the changes went into effect.

7. Circumstances in which we may withhold referral payments:

- A. We may withhold all or part of referral payments that are owed to you but have not yet been paid:
 - if we believe that you have or may have seriously or repeatedly breached any part of the Terms of Service;

- if you attempt or threaten to breach any part of the Terms of Service in a way that has or may have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - if we suspect that all or part of the referral payments owed to you are the result of illegal activity, either on your part, by the Fan who made the Fan Payment to the Referred Creator, which resulted in the referral payment, or by the Referred Creator to whom the Fan Payment that resulted in the referral payment was made, for as long as it is necessary to investigate the actual, threatened or suspected breach (es) by you or the alleged illegal activity (as applicable). If after our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach 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 possible loss caused to us or another User), and / or (iii) all or part of the Referral Payments due to you are the result of illegal activity, we may notify you that you have lost all or part of your Referral Payments.
- B. We shall have no liability to you if we withhold or lose any payments due under the Divasplay Referral Program, where we are entitled to do so under these Referral Program Terms.
- C. If we withhold all or part of the Referral Payments owed to you and we determine that part of the Referral Payments withheld by us are not related to breaches by you of the Terms of Service or suspected illegal activity, then we may pay you the part of Referral Payments that are not related to breaches by you of the Terms of Service or suspected illegal activity. However, you agree that if we consider that your breach (es) of the Terms of Service has caused or may cause us losses, we may withhold all Referral Payments that are owed to you but have not yet been paid, and we may offset such amounts against losses incurred by us.

COMPLAINT POLICY

1. **Introduction:** This document sets out our complaint policy. If you are a Divasplay user, this Complaints Policy is part of your agreement with us.
2. **Who we are and how to contact us:** Divasplay is operated by Divasplay Enterprise Limited. We are a limited company registered in England and Wales with company registration number 12182564 and have our registered office address at International House, 64 Nile Street, London, N1 7SR.
3. **Interpretation:** In this Complaints Policy, the defined terms have the same meaning as they are given in the Terms of Use for all Users:
4. **Who can use this Complaints Policy?** Whether or not you are a Divasplay user, you can use this Complaints Policy to alert us of any complaints you may have related to Divasplay.
5. **How to file a complaint:** If you have a complaint about Divasplay (including any complaint about the content that appears on Divasplay or the conduct of a user), please send your complaint to soporte@Divasplay.com including address, contact details, a description of your complaint and, if your complaint relates to the Content, the URL of the Content to which your complaint relates. If you cannot reach us by email, please write to us at the following address: Arismendi 1420, Montevideo, Uruguay. We permit the reporting of content that may be illegal or otherwise violates the Standards.

6. How we will handle your complaint: After receiving your complaint under Article 5 above:

- A. We will take whatever steps we deem appropriate to investigate your complaint within a time frame (not exceeding 7 business days) that is appropriate for the nature of your complaint;
- B. If we need more information or documents from you, we will contact you to let you know;
- C. We will take the actions we deem appropriate in good faith to address the issue that raised your complaint. If you have complained about the Content that appears on Divasplay and we are satisfied that the Content is illegal or breaches our Acceptable Use Policy, we will act quickly to remove such Content.

7. Unjustified or abusive complaints: If you are a Divasplay user, you are obliged (which means that you make a legally enforceable promise) not to file any complaint under this Complaints Policy that is wholly unjustified, abusive, or in bad faith. If we determine that you have breached this guarantee, we may suspend or terminate your account.

8. Appeal for Complaints: If you believe that the measures we have taken are not appropriate or that you have not committed any violation, please send your appeal to soporte@divasplay.com, including your address, contact information, a description of your case, and attached files that support your disagreement with our resolution. If you are unable to reach us by email, you can write to us at the following address: Arismendi 1420. Montevideo, Uruguay.

9. Review : After receiving your appeal as per section 8 above:

- A. We will take the necessary measures that we deem appropriate to investigate your appeal within a timeframe (not exceeding 7 business days) that is suitable for the nature of your case.
- B. If we require further information or documents from you, we will reach out to you to inform you.
- C. We will take good faith actions that we consider appropriate to address the issue raised in your appeal. If your claim pertains to Content appearing on Divasplay, and we are satisfied that it demonstrates that the Content is not illegal or in violation of our Acceptable Use Policy, we will proceed with its restoration

10. Promotion of creators through other distribution channels: We may choose to promote such through our social media accounts: Instagram (www.instagram.com/Divasplay) and Twitter (www.twitter.com/Divasplay).

11. Ranking in Divasplay: We randomly suggest potential creators for users to follow based on Creators who have made money on Divasplay in the previous 30 days. We don't have a ranking system. There is no search / discover function in Divasplay.

12. Complaints: If you have a complaint about:

- A. any alleged breach on our part of the obligations established in the Platform for the Commercial Regulations that affect it; or
- B. technology problems directly related to and affecting Divasplay; or
- C. actions taken by us or our conduct that directly relate to and affect Divasplay, then Send your complaint to soporte@Divasplay.com.

13. Review and Appeals Process: In the event that a complaint is filed and a decision is made, we are committed to providing a fair and transparent review process. This includes:

- Investigation: If the complaint is deemed valid and substantial, an investigation will be initiated. The investigation may involve interviews with relevant parties, examination of relevant documentation, and any other necessary steps to gather information. The complainant and the subject of the complaint will be informed of the investigation.
- Decision: Following the investigation, a decision will be made based on the available evidence and facts. This decision will be communicated in writing to the complainant and the subject of the complaint within 7 business days of concluding the investigation.
- Appeals Process: If the complainant or the subject of the complaint is dissatisfied with the decision, they have the right to appeal. The appeals process includes the following steps:
 - A. Notice of Appeal: The party wishing to appeal must submit a written notice of appeal.
 - B. Appeals Review: An independent review panel or officer, not involved in the initial investigation, will be appointed to review the case. They will consider the appeal, review the evidence, and may conduct additional interviews or investigations if necessary.
- Appeals Decision: The appeals panel or officer will render a final decision, which will be communicated in writing to the appellant and the other party.
- Final Resolution: The decision reached through the appeals process will be considered final and binding. No further appeals will be entertained within the organization.

We are committed to ensuring that all complaints are handled fairly, impartially, and in a timely manner. Our aim is to resolve complaints to the satisfaction of all parties involved, and we encourage open communication throughout the process to achieve this goal.

14. Potential Outcomes of Investigations/Reviews

Our complaint resolution process is designed to address complaints thoroughly and fairly.

Depending on the findings of an investigation or review, the potential outcomes may include:

- Substantiated Complaint: If the investigation or review determines that the complaint is valid and supported by evidence, the following actions may be taken:

Corrective Action: Appropriate corrective measures will be implemented to rectify the issue and prevent its recurrence. This may include disciplinary actions, process improvements, or policy changes.

Compensation: If the complainant has suffered harm or loss as a result of the complaint, they may be offered compensation or restitution as deemed appropriate.

- Unsubstantiated Complaint: If the investigation or review finds insufficient evidence to support the complaint, the following actions may occur:
 - A. Closure: The complaint will be considered closed, and no further actions will be taken in response to it.
 - B. Feedback: The complainant will be provided with a clear explanation of the decision and, if applicable, guidance on alternative avenues for addressing their concerns.
- Malicious or False Complaint: If it is determined that a complaint was made with malicious intent or false information, appropriate actions will be taken, which may include disciplinary measures against the complainant.
- Mediation or Conciliation: In some cases, a complaint may be resolved through mediation or conciliation, where the involved parties work together, often with the assistance of a neutral third party, to find a mutually acceptable solution.

- Appeals Process: If any party involved in the complaint is dissatisfied with the outcome of the initial investigation or review, they have the right to pursue an appeals process as outlined in our complaint policy.
- Continuous Improvement: Regardless of the outcome, we are committed to learning from complaints and using them as opportunities for continuous improvement in our operations, policies, and procedures.

Our organization is dedicated to ensuring that the outcomes of complaint investigations or reviews are fair, just, and aligned with our commitment to resolving issues effectively while upholding our values and policies.

Content Removal Appeal Process

1.1 Appeal Submission

We require all users to maintain a process that enables any person depicted in the content to appeal for the removal of such content. To initiate the appeal process, please follow these steps:

- a) You must submit a formal appeal in writing to our designated contact for appeals.

Your appeal should include:

- I. Clear identification of the content in question.
- II. A statement explaining why you believe the content should be removed, with specific reference to consent issues or applicable laws.
- III. Any supporting evidence or documentation to substantiate your appeal.

1.2 Investigation

Upon receiving your appeal, we will initiate an investigation into the matter. The investigation will aim to determine whether consent for the content's publication was given and whether it complies with applicable laws.

1.3 Appeal Outcome

a. If, after a thorough investigation, it is determined that consent was not given or is void under applicable law, we will remove the content promptly.

b. If the investigation finds that the content is compliant with consent and applicable laws, the content will not be removed.

2. Resolution of Disagreements

2.1 Neutral Body Resolution

In the event that you disagree with the outcome of the appeal or believe that the appeal process was not conducted fairly, we and you agree to resolve the disagreement through a neutral body. The neutral body shall be agreed upon by both parties and may include mediation or arbitration services as selected by mutual consent.

2.2 Compliance with Neutral Body Decision

Both parties commit to abiding by the decision rendered by the neutral body. The decision of the neutral body will be final and binding.

3. Transparency and Accessibility

We are obliged to ensure that our website prominently and clearly details the entire Appeal procedure, including contact information for initiating an appeal and the process for resolving disagreements through a neutral body. This information should be easily accessible to all users.

By using our platform, you acknowledge that you have read, understood, and agreed to these Content Removal and Appeal Process terms. Failure to comply with these terms may result in the removal of content and potential legal consequences.

These terms are subject to change at our discretion, with notice provided to users when applicable. It is your responsibility to review these terms periodically for any updates or modifications.

Content Provider Agreements

1.1 Requirement for Written Agreements

If we allow a third-party user ("content provider") to upload or generate content, including real-time/live streaming, we must enter into a written agreement with each content provider. We must also submit a copy of this type of document during the review process. This copy refers to a draft version of what the content providers or models have/will sign; we need not provide each agreement that the content providers/models have entered into.

1.2 Content Agreement Requirements

The content agreement between us and the content provider must include the following provisions:

1.2.1 Prohibition of Illegal Activities

The agreement must explicitly prohibit any activity that is illegal or otherwise violates our Standards.

1.2.2 Consent Requirements

The content agreement must require the content provider to obtain and keep on record written consent from all persons depicted in the content. This written consent should be specific to the following areas:

- a. Consent to be depicted in the content.
- b. Consent to allow for the public distribution of the content and to upload the content to our website.
- c. If the content will be made available for downloading by other users, consent to have the content downloaded.

1.2.3 Verification of Identity and Age

The content agreement must also require the content provider to verify the identity and age of all persons depicted in content to ensure that all persons depicted are adults. The content provider should be able to provide supporting documents upon request to confirm the identity and age of individuals in the content.

By agreeing to these terms and entering into a content agreement with the content provider, both we and the content provider acknowledge our commitment to maintaining a safe and compliant environment for content creation and distribution on our platform.

Failure to adhere to these content agreement requirements may result in the removal of content and potential legal consequences for both parties.