## **Creator Agreement**

Updated: 10/02/2025

This agreement is a comprehensive and legally binding document that establishes the mutual rights, responsibilities, and expectations between Content Creators and Nymph Club.

### **1. Introduction**

This binding agreement sets forth the essential rights and obligations of Content Creators (hereinafter "Creators") upon registration and throughout their journey with Nymph Club. Your use of Nymph Club indicates acceptance of our comprehensive terms, including the <u>Terms of Use</u>, <u>Privacy Policy</u> and <u>Safe</u> <u>Content Policy</u>. Should you find yourself in disagreement with these Terms or unable to meet their requirements, access to Nymph Club must be discontinued. These Terms may undergo periodic updates. The most recent modification date is displayed at the beginning of this document. Any existing disputes will remain subject to the Terms in effect when they arose. While Nymph Club endeavors to inform users of Term modifications, we maintain discretion in this matter. Continued platform usage following Term updates signifies your acceptance of the revised agreement. If the new Terms are unacceptable to you, platform access must cease.

Nymph Club maintains sole authority to revise these Terms of Use as deemed necessary. Such modifications take effect immediately upon publication. For substantial alterations, Nymph Club will issue notifications via platform announcements or email communications. The classification of changes as substantial shall be determined by Nymph Club through reasonable assessment and practical consideration.

Active platform usage and revenue acceptance by the Creator serves as explicit acknowledgment and agreement to these Terms.

ENGAGING WITH OUR PLATFORM ESTABLISHES A LEGALLY ENFORCEABLE AGREEMENT TO ABIDE BY ALL STATED TERMS.

### 2. User Certifications

By registering on Nymph Club, you represent and warrant that:

- All registration and profile information, as well as content you provide, is complete, truthful, and accurate.
- You are at least 18 years old and will provide proof of age.
- You are responsible for keeping your password and account confidential.
- You will not engage in illegal activities or violate the standards outlined in the Acceptable Use Policy.
- You will use caution when accessing your account from public or shared computers.
- You are responsible for all activities under your account and will promptly notify Nymph Club of any unauthorized use or security breach.
- You will not use anyone else's account.
- You are creating the account for your personal use and will not sell, rent, or transfer it to any third party.
- You have the authority to grant the licenses stipulated in these Terms and bind any business or entity if using Nymph Club on their behalf.

### **3. Account Security**

Nymph Club places a high priority on the security of your personal information and the integrity of your account. However, we cannot guarantee that unauthorized third parties will never bypass our security measures. By using our platform, you acknowledge that providing personal information is at your own risk.

Any unauthorized use of your account, whether with or without your knowledge, is your responsibility. Nymph Club will not be liable for any loss due to such misuse, but you may be held liable for losses incurred by Nymph Club or others as a result

### 4. Compensation and Payment Terms

- **Revenue Share:** Content creator gets 80% of the earnings and Nymph Club gets 20%.
- **Payment Schedule:** Payouts are made from a couple hours to 5 business days after Content Creators request for withdrawal
- **Payment Processing:** Nymph Club may use third-party processors and Creators must provide accurate payment information.
- **Payment Disputes:** Disputes must be reported in writing with supporting documentation for review and resolution.
- **Taxes:** Creators are responsible for any taxes related to their compensation.
- Changes to Compensation: Nymph Club may modify the commission or payment terms with reasonable notice.
- No Other Compensation: Except as specified, no additional compensation is provided.
- **Currency and Conversion:** Payments are made in USD, with conversions at prevailing rates if needed.
- Non-Transferability: Payment rights are personal and non-transferable.
- **Records and Audit:** Nymph Club will maintain records, and Content Creators may request audits subject to Nymph Club's verification processes.

### 5. Individual Liability of Creators

Only individuals can be Creators, and you agree to be the sole person managing and operating the account. All actions taken under your account, including communications, uploads, and compliance with platform guidelines, are your personal responsibility. We trust that you will maintain the integrity of your account and ensure that your involvement aligns with the platform's standards. Should there be any issues with compliance, your account may be subject to review, which could lead to suspension or termination if necessary.

### 6. Content Ownership and License

As the creator, you retain full ownership rights to all the images you upload. By uploading images that are designated as free and public, you grant Nymph Club a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, and display these images. This license is strictly for the purpose of promoting Nymph Club and its direct business activities and will not extend to any third-party businesses. All content must comply with our Terms of Service and be of satisfactory quality. Additionally, you are responsible for ensuring that you have all necessary rights and permissions for any third-party materials included in your content.

### 7. Messaging Platform Restrictions

Promoting competitors and attempting to sell content through any platform or medium is strictly prohibited under our terms and conditions. This includes any attempts to direct our users towards competing products or services or actively advertising alternative offerings through messaging channels, social media platforms, email, or any other means of communication.

Our platform is intended solely for the promotion and sale of our own products and services, and any attempts to use our platform to promote third-party products or services will result in immediate termination of your account. We reserve the right to take legal action against any individual or entity found to be in violation of this policy.

Additionally, we reserve the right to automatically scan and monitor user communications for prohibited words or phrases that may indicate a violation of these terms. This monitoring is conducted to enforce our policies and ensure the integrity and safety of our platform.

# 8. Creator Obligations for Truthful Advertising

As the creator of this platform, it's imperative to recognise that honesty extends beyond just your bio—it encompasses all content, including pay-per-views and chats. Your biography acts as a promotional tool for your paid subscriptions, playing a pivotal role in enticing customers. Therefore, it's paramount that the information presented in your biography remains truthful and devoid of any misleading statements. This principle also extends to descriptions of any content including pay-per-view content; all descriptions must accurately represent the content being offered.

Moreover, for accounts with a set subscription price, it's essential to consistently upload content at least once a month, ensuring it aligns with the details provided in your biography. Please maintain transparency and fairness in your interactions with subscribers. Failure to adhere to these guidelines may lead to the removal of your content and potential account suspension. Additionally, if you fail to meet these terms, such as by deleting all content or not posting monthly, deductions may be made from your earnings to cover potential refunds to subscribers. This policy ensures a trustworthy and accountable environment on our content creator platform.

It's important to emphasise our dedication to fostering equitable interactions between creators and users. Should we identify any instances where a creator fails to fulfill their obligations to subscribers or provides misleading information, we reserve the right to take appropriate action, including content removal.

We appreciate your cooperation in upholding the standards outlined in our terms of service. By doing so, we collectively preserve the integrity of the platform for all users.

### 9. Acceptable Use Policy

#### a. Prohibited Uses

You agree that you will only use Nymph Club for the purposes permitted by the Terms. You may not use Nymph Club for any other purposes without our prior written consent. Without our prior written authorization, you will not:

- Use Nymph Club in any way that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including but not limited to laws prohibiting sex trafficking, intellectual property right laws, and laws protecting confidentiality, privacy rights, and data protection.
- Download any content unless a "download" or similar button is displayed in relation to that content.

- Fail to comply with orders, judgments, or mandates from courts of competent jurisdiction.
- Access Nymph Club if you are, or are required to be, a registered sex offender in any jurisdiction.
- Post, upload, or share content that is harmful, inaccurate, threatening, abusive, vulgar, violent, indecent, harassing, menacing, scandalous, inflammatory, blasphemous, racially or ethnically offensive, likely to cause annoyance, intimidation, alarm, embarrassment, distress, discomfort, or inconvenience, otherwise objectionable, or any content that, in the Company's sole discretion, is otherwise inappropriate.
- Post, upload, or share any content containing hate speech, including any content posted to Nymph Club with the intent to vilify, humiliate, dehumanize, or incite hatred or fear against a group or individual based upon race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity and expression, sexual orientation, age, disability, serious disease.
- Post, upload, or share content that depicts, advertises, promotes, encourages, facilitates, or solicits (real, simulated, or implied) illegal activities or behavior, including but not limited to sexual activity involving minors, incest, bestiality, violence, non-consensual acts, and other forms of explicit or illegal content.
- Post, upload, or share content with the intent to extort money or other benefit from a third party in exchange for removal of the content.
- Post, upload, or share any employment ads or content which violates antidiscrimination laws.
- Post, upload, share, or collect the telephone numbers, street addresses, last names, email addresses, URLs, geographic location, or any other personal information about users or third parties without their consent, or use the materials on Nymph Club for any commercial use without express authorization.
- Impersonate another individual or entity, falsely claim an affiliation with any individual or entity, or perform any other fraudulent activity.
- Use emojis, GIFs, or other media to communicate any activity that violates these Terms.

- Engage in antisocial, disruptive, or destructive behavior, including "bombing," "flaming," "spamming," "flooding," "trolling," and "griefing," or engage in any other behavior that serves no purpose other than to harass, annoy, or offend Users.
- Engage in platform manipulation, including utilizing bots or other fraudulent means to artificially drive traffic to or inauthentically generate engagements with your account or content.
- Circumvent, disable, damage, intentionally misuse, or otherwise interfere with the operations of the Company or any security-related features that enforce limitations on the use of Nymph Club.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, except as expressly permitted by applicable law.
- Access or use any automated process (such as a robot, spider, scraper, or similar) to access Nymph Club in violation of our robot exclusion headers or to scrape all or a substantial part of Nymph Club.
- Modify, adapt, translate, or create derivative works based on Nymph Club or any part thereof, except as expressly permitted by applicable law.
- Commercially exploit or make available Nymph Club to third parties, including any action or attempt to "frame" or "mirror" Nymph Club.
- Take any action that imposes or may impose an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it.
- Use Artificial Intelligence (AI) tools, software, or any automated systems for the creation, management, or operation of accounts, or the production of content on Nymph Club.

#### b) Violations of Prohibited Uses

Engaging in any Prohibited Use will be considered a breach of these Terms and may result in immediate suspension or termination of your account without notice, at our sole discretion. We reserve the right, but do not undertake the obligation, to forfeit payment of any revenue earned by Users that violate these Terms, and to refund some or all such revenue to other Users who are affected by such violation. We may pursue any legal remedies or other appropriate actions against you if you engage in any of the above Prohibited Uses or any unauthorized use of Nymph Club, including civil, criminal, or injunctive relief, and cancellation of your account. Any unauthorized use of Nymph Club or our computer systems violates these Terms and certain international, foreign, and domestic laws.

#### c)

#### Additional Prohibited Uses for Creators

Creators must act in the best interests of the Company at all times, whether on Nymph Club, on third-party websites, or offline. If you are a Creator and violate these additional Prohibited Uses for Creators or any other provision of these Terms, we may delete your account without payment and/or permanently ban you from Nymph Club. If you are a Creator, you will not, without our express prior written authorization:

- Deceive users regarding the nature of any paid content;
- Attempt to defraud the Company or our Users (e.g., working together with a member or "hacker" to accept payment with stolen credit cards).
- Attempt to fraudulently pass off recorded content as a live stream.
- Fail to honour any lawful representation made to Fans in furtherance of selling your content.
- Record or broadcast nudity or sexual activity from any public place where members of the public are reasonably likely to see your content.
- Release the personal information of any other User of Nymph Club or third party without that person's consent.
- Solicit or accept payments for travel or in-person meetings for the purpose of engaging in sexual activity.
- Harass, disparage, defame, or otherwise interfere with the Company or our users, nor misrepresent or make any false or misleading statements about the Company.

#### d) Reporting Violative Content and Activities

If you are aware of any content on Nymph Club or any User engaging in activities that violate these Terms, please email us at support@nymph.club with as much detail as possible, including a link or the location where we may find them, the username of the individual engaging in suspicious activities, the date and time of identification, the reason we should remove the objectionable content or investigate the activities, and a statement certifying the accuracy of the information you provided to us. If you are a Creator, you must report all violative content and suspicious activity to us. We may consider you complicit in any violative activity to which you were knowledgeable of suspicious activity but failed to report it.

#### e) Law Enforcement

We will fully cooperate with law enforcement authorities or orders from courts of competent jurisdiction, requesting or directing us to disclose the identity or location of any User in breach of these Terms, in accordance with our privacy policies, subpoena compliance policies, and applicable law or regulation. If your activity results in the Company receiving a subpoena, discovery request, production order, or court order that causes the Company to incur expenses, court costs, or legal fees for compliance, you agree to reimburse us for any such expenses, costs or legal fees upon our request.

### **10. Safe Content Policy**

- All Content on the platform is pre-moderated by our staff. This includes visual content such as photos, videos, GIFs, avatars, banners, and more.
- Content that violates the Terms of Use or applicable laws will not be published.

We take protecting young users and maintaining a safe online environment seriously. We will ensure that any reported complaint is resolved, and a response is provided to the requestor within 7 business days or sooner. Complaints concerning non-consensual use of images or illegal content will be reviewed and resolved within 24 hours.

For detailed information on our age verification processes, content moderation practices, and user reporting mechanisms, please visit our dedicated <u>Safe</u> <u>Content Policy</u> page.

if you wish to make a report right now, please click here.

### **11. Content Deletion Policy**

If you delete content while users are subscribed and have paid for access, adjustments to payouts may occur. Deleting content under these circumstances is a violation of our Terms.

### 12. Termination

Nymph Club reserves the right to change, suspend, limit or discontinue any of its Services, in whole or in part at any time for any reason, without notice (unless required by law).

We may refuse service to anyone and may terminate or suspend your services and your access to the website in whole or in part at any time, for any reason, without notice unless required by law.

You acknowledge and agree that Nymph Club shall not be held responsible or liable for any modification, suspension, or discontinuance of the Services or any part thereof.

### **13. Violation of Creator Agreement**

#### a) Violation of Creator Agreement

If a Creator does not adhere to the rules and guidelines, Nymph Club may take actions such as suspending the Creator's account or removing content.

#### b) Assessment of Violations

Violations will be assessed based on type and severity. Compensation fees may be charged for violations, including:

- Unauthorized Use of Intellectual Property
- Impersonation
- Fraudulent Activity

#### c) Compensation for Violations

Nymph Club may charge a compensation fee to cover administrative costs, based on:

- The severity and nature of the violation.
- The time and resources required for resolution.
- A flat fee of Net \$300 for minimal administrative effort or an hourly rate of Net \$50 for complex cases.

#### d) Collection of Compensation

Fees will be deducted from the Creator's balance or invoiced directly. Payment is due within 14 days of receiving the invoice.

#### e) Appeal Process

Creators may appeal fees they believe are unjust by submitting a written appeal within 14 days of fee notification, including relevant evidence.

#### f) Further Legal Actions

Nymph Club reserves the right to pursue additional legal actions for damages resulting from violations.

### 14. Co-Authored Content

For content depicting third parties:

- Tag or provide documentation confirming identity, age, and consent.
- Keep records of identification, proof of age, consent for publication, and distribution.
- Nymph Club is not liable for Co-Authored Content. Claims must be made against the involved parties, not Nymph Club.

### **15. Severability Clause**

If any provision is found invalid or unenforceable, the remaining provisions will remain valid and enforceable.

### **16. Disputes Resolution and Applicable Law**

#### a. Governing Law

- If you are a Customer, your agreement with us is governed by Cyprus law.
  Cyprus law applies to:
  - Any claims arising in connection with your agreement with us or your use of Nymph.
  - Any claims we may have against you, including non-contractual disputes or claims.
- If you reside outside Cyprus or the European Union, you may also rely on the mandatory laws of your country of residence.

#### b. Jurisdiction for Claims

- For Customers residing in the Cyprus or the European Union:
  - Claims, including non-contractual disputes, may be brought before the courts of Cyprus or the courts of your country of residence.
- For Customers residing outside the Cyprus or the European Union:
  - Claims, including non-contractual disputes, must be pursued in the courts of Cyprus.

#### c. Time Limit for Claims

- Subject to any restrictions imposed by applicable law, any claims or causes of action related to Nymph, including those arising from your agreement with us, must be filed within **one year** from:
  - The date the claim or cause of action first arose, or
  - The date you became aware (or should reasonably have become aware) of the circumstances leading to the claim or cause of action.
- Failure to file a claim within this time frame may result in the claim being permanently barred.