

Standard Agreement between Fan and Author

This Standard Agreement between Fan and Author (hereinafter referred to as "Agreement") outlines the terms governing each transaction between a Fan and an Author on Nymph Platform. This Agreement is an addendum to the Terms of Use and integral part thereof. All terms used in this Agreement are employed in accordance with their definitions as stipulated in the Terms of Use.

1. This Agreement applies to every Fan/Author Transaction initiated on Nymph. It supersedes any other terms proposed by the Author or Fan and legally binds the Parties to Transaction.
2. The sole parties to this Agreement are the Fan and Author engaged in the Transaction. Neither Flame Club LTD nor its parent company is party to this Agreement. Furthermore, Flame Club LTD and its subsidiaries do not grant rights or participate in any Fan / Author Transaction.
3. By entering into a Fan/Author Transaction, the Fan agrees to pay the Fan Payment applicable to the relevant Fan/Author Transaction in accordance with the pricing established by the Author as well as all applicable taxes and mandatory payments (VAT, bank charges, etc.).
4. Immediately after the successful Payment, the relevant responsibilities (services) from the Author, in accordance with the Agreement, are considered fulfilled and access to the Content is granted, therefore, the Fan does not have the right to demand a refund.
5. In exceptional cases, at the sole discretion of the Author, the Author has the right to conclude an Agreement with the Fan free of charge and provide the Fan with a Trial Subscription.
6. The Fan and Author participating in the Fan/Author Transaction agree to authorize Flame Club LTD or any of its subsidiaries to act as a payment intermediary and to collect, hold, and process the Fan Payment and any applicable VAT, to deduct the Fee, and to pay out the sums due to Authors and (if applicable) Referring Customers, as described in the Nymph Terms of Use.
7. Upon completion of the Fan Payment for a Fan/Author Transaction, the Author hereby grants the Fan a limited license to access the associated Content created by the Author, referred to as the "Relevant Content."¹ It permits the Fan to access and view the Relevant Content on the Fan's personal device and through a standard web browser for the duration of the Subscription without the right to show it to any third parties, and without any other unspecified rights and ways of using the Content that may directly or indirectly imply on the basis of this right.

¹ This license is non-transferable, non-sublicensable, and non-exclusive

8. The Fan is allowed to create a temporary copy of such Content, solely to the extent that it constitutes an incidental and technical step in the process of accessing the Content (e.g., caching). This usage must comply with the Acceptable Customers Policy.
9. By participating in the Fan/Author Transaction, the Fan acknowledges and agrees that the license for the Relevant Content does not confer any ownership rights upon the Fan. All rights to the Relevant Content remain with the Author of the Content.
10. By entering into an Agreement, the Fan acts at his own discretion. The Fan has no right to make any claims if he was not satisfied with the Content and/or if it did not meet his expectations.
11. The license granted to a Fan concerning the Relevant Content will automatically expire, without prior notice, in the following situations:
 - If Fan/Author Transaction is unsuccessful;
 - If the Fan Wallet Balance is insufficient, charged back, or reversed for any reason;
 - For pay-per-view Content, once the Fan has completed viewing the Content;
 - For Subscriptions, at the conclusion of the subscription period, unless the Subscription is adjusted to renew automatically;
 - If the Fan's account is suspended or terminated for any reason;
 - If the Fan violates the Platform Terms of Use, whether related to the Relevant Content or otherwise;
 - If the Content is removed from the Author's account;
 - If the Fan chooses to close their Nymph account.
12. Responsibilities for Every Transaction Between Fan and Author:
 - Both the Fan and Author in the Fan/Author Transaction must follow the Nymph Terms of Use regarding the Content. This applies to accessing, viewing, and interacting with the Content;
 - The Fan in the Fan/Author Transaction must pay to access, view, or interact with the Content. The Fan also agrees not to instigate a chargeback, except in the case of a good faith dispute concerning the Fan/Author Transaction;
 - The Author involved in the Fan/Author Transaction undertakes to provide access to the Relevant Content promptly after the Fan has made the applicable Fan Payment;
 - The Author assures that he has the necessary rights to license the Content to the Fan in the Fan's location;
 - The Author is solely responsible for creating and uploading the Relevant Content;
 - The Author provides no guarantees that he will keep making and posting Content on a regular basis after the Fan purchased a Subscription.

13. Except in cases of negligence or other breaches of duty by the Author, the Fan's access to the Author's Content is entirely at the Fan's own risk.
14. The Fan participating in the Fan/Author Transaction recognizes the following responsibilities that define the limitations of the Author's responsibilities:
 - Authors reserve the right to add or remove Content from their Author accounts at any time;
 - Authors have the discretion to determine which Content will be accessible in their Account.
15. The Fan cannot get access to Content pursuant to the Agreement in cases including:
 - Suspension or deletion of the Author 's account;
 - Suspension or deletion of the Fan's account;
 - Temporary unavailability to all or any part of the Platform;
 - Inability of the Author to create or upload Relevant Content in the future.
16. Disputes Resolution and the Applicable Law shall be administered in compliance with the terms and conditions outlined in the Terms of Use.