

## Terms of Use

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# Terms of Use

## General terms and conditions

### General information

Nymph is operated by FORSILIUS LIMITED. We are a limited company registered in Seychelles, with company registration number HE 454248 and we have our registered office address at Giannou Kranidioti & Pargas 9, Floor 1, Flat/Office 102 1065, Nicosia, Cyprus

These Terms of Use are applicable to all Customers and counterparties of Nymph platform. By using our Nymph platform, you agree to these terms and all below mentioned legally binding documents ("Terms of Use " (also called "your agreement with us")), kindly read them carefully:

1. These Terms of Use
2. Anti-Slavery and Anti-Trafficking Statement
3. DMCA
4. Privacy Policy

### Change of Terms of Use

We may change any part of the Terms of Use without telling you beforehand in the following cases:

1. to reflect changes in laws and regulatory requirements which apply to Nymph and the services, features and programs of Nymph where such changes require Nymph to change its terms and conditions in a manner which does not allow us to give reasonable notice to you;
2. to address an unforeseen and imminent danger related to defending Nymph, Fans or Authors from fraud, malware, spam, data breaches or other cybersecurity risks.

We may also make other changes to any part of the Terms of Use, and we may give you reasonable notice of such changes by email or through Nymph at our own discretion, and you may contact us to end your agreement with us before the changes take effect. Once any updated Terms of Use are in effect, you will be bound by them if you continue to use Nymph.

We may update and change Nymph from time to time for any reason, including to reflect changes to our services, Customers' needs and our business practices or to improve performance, enhance functionality or address security issues. We will try to give you reasonable notice of any major changes. We do not guarantee that Nymph, or any Content on it, will always be available or accessible without interruption. We may suspend or withdraw or restrict the availability of all or any part of Nymph for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if it affects you.

## Terms

1. "Nymph" - our website, including when accessed via the URL <https://nymph.club>;
2. "We", "our", "us" - to Company FORSILIUS LIMITED, the operator of Nymph;
3. "Platform" – our Nymph platform, including when accessed via the URL <https://nymph.club>;
4. "Content" - any material uploaded to Nymph by any Customer (whether an Author or a Fan), including any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
5. "Author" - a Customer who has set up their Nymph account as an Author account to post Content on Nymph to be viewed by other Customers<sup>1</sup>;
6. "Fan" means a Customer who follows an Author and is able to view the Author's Content;
7. "Agreement between Fan and Author " - any transaction between a Fan and an Author on Nymph by which access is granted to the Author's Content including in any of the following ways:
  - (i) a Subscription,
  - (ii) payments made by a Fan to view an Author 's pay-per-view Content (pay-per-view media and pay-per-view live stream), and
  - (iii) used by the Fan of the fan interaction function on an Author's account;
7. "Fan Payment" - any and all payments made by a Fan to an Author:
  - (i) in connection with a Fan/Author Agreement, or
  - (ii) by way of a tip for an Author;
8. "Referral Program" - referral program by which existing Customers can introduce people who are interested in becoming Authors on Nymph Platform and receive referral payments from Nymph which are calculated as described in these Referral Program Terms and Conditions;
9. "Referring Customer " - a Customer who participates in the Nymph Referral Program;
10. "Referred Author" - the person who joins Nymph as an Author via the Referring Customer's unique referral link;
11. "Subscription" means a Fan's subscription to an Author 's account (whether paid or unpaid, and whether for one month or as part of a bundle comprising a subscription for more than one month);

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<sup>1</sup> Authors must be individuals, and each Author is personally bound by our Terms of Use. Even if you have assistance from an agent, agency, or third party for your Author account, your legal responsibility remains with you. Our agreement is with you, not any third party. You are accountable for ensuring all Content posted and account use align with the Terms of Use.

12. "Terms of Use" (also called "your agreement with us") - this document and additional documents that regulate the terms and procedure of using the Platform and provision of Services;
13. "United Kingdom" - the United Kingdom of Great Britain and Northern Ireland;
14. "Customer" - any user of Nymph, whether an Author or a Fan or both (also referred to as "you" or "your");
15. "VAT" - Seychelles value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction;
16. "Tax" - includes all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction;
17. "Terms relating to disputes" – the law which applies to your agreement with us and where disputes and claims concerning your use of Nymph resolved (including those arising from or relating to your agreement with us);
18. "Business days" - any day which is not a Saturday, Sunday or public holiday in England;
19. "Wallet" - balance in Customer's account used for all payments on the Platform;
20. "Nymph Fee" - Platform fee for providing Services to Authors (25% of Author's earnings).

### **Registration on the Platform**

To use Nymph you must first register and create a Customer account on the platform. You must provide a valid email address, a username, and a password. Your password should be unique (meaning that it is different to those you use for other websites) and must comply with the technical requirements of the Platform for the composition of passwords. To register as a Customer:

1. you must be at least 18 years old, and you will be required to confirm this;
2. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, 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;
3. you must be permitted by the laws of the country or State/province where you are located to join Nymph and to view any Content available on it and to use any functionality provided by it;
4. you are able and willing to make payment (where required) to view Content available on Nymph which you wish to view and to use any functionality provided by Nymph that you wish to use;
5. you must provide such other information or verification records as we require.

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

You may also need to submit additional information depending on the country where you live.

We may ask you for additional age or identity verification information at any time. We may reject your application to set up an account for any reason.

If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity. Upon registration, you acknowledge and agree to the following terms:

1. If any provision of your agreement with us is deemed unenforceable, the remaining provisions will still be valid and applicable.
2. Our failure to enforce any part of your agreement with us does not constitute a waiver of our rights.
3. We retain all rights not expressly granted to you.
4. You are not granted any implied licenses or other rights concerning any aspect of Nymph, except as explicitly outlined in the Terms of Use.
5. Your agreement with us does not confer rights to third parties.
6. You cannot transfer your rights or obligations under your agreement with us without our prior written consent.
7. We have the right to assign or transfer our rights and obligations under your agreement to others, especially in cases of ownership changes (such as mergers, acquisitions, or asset sales) or as required by law. We may also choose to delegate the performance of our obligations under your agreement to third parties, while remaining accountable to you for such performance.
8. The Terms of Use constitute the complete agreement between us and you regarding your use of Nymph, replacing any prior oral or written agreements between us.

### **Customer's Responsibilities**

1. Provide accurate and complete information, updating it promptly when changes occur.
2. Agree to receive electronic communications and permit the processing of your personal data according to our Privacy Policy.
3. Maintain the confidentiality of your account details, promptly reporting any unauthorized use or security breaches to [support@nymph.club](mailto:support@nymph.club).
4. Log out after each session and exercise caution when accessing your account from public or shared computers.

5. Acknowledge responsibility for all account activity, even if someone else uses your account.
6. Comply fully with our Terms of Use and all above mentioned documents.

## **Platform Rights**

We have the right, though not the obligation, to monitor your content to ensure compliance with our Terms of Use and applicable laws.

When we identify Content that may violate our Terms of Use or the law, we may suspend access to that Content while we investigate. If your Content is suspended, you can request a review by contacting us at [support@nymph.club](mailto:support@nymph.club). After our investigation, we may take appropriate action, including reinstating the Content, permanently removing it, or disabling access, without needing your consent or prior notice. You agree to assist us in our investigation (including by providing us with copies of any information which we request), providing necessary information at your own cost.

We are not liable for any losses you incur due to the suspension of your Content or any actions taken in good faith to investigate potential violations under this section.

If we suspend or delete any of your Content, we will notify you via email or electronic message on your Nymph account. However, we are not obligated to provide prior notice of such removal or suspension. We reserve the right, at our sole discretion, to terminate your agreement with us and your access to Nymph by giving you 30 days' notice through email or electronic message on your Nymph account. Additionally, we may immediately suspend access to your Customer account or terminate your agreement with us and your access to Nymph without prior notice under the following circumstances:

1. If we believe you have seriously or repeatedly violated any part of the Terms of Use or if you attempt or threaten to breach any part of the Terms of Use and other abovementioned documents in a way that could have serious consequences for us or another Customer;
2. If you take any action that, in our opinion, has caused or is reasonably likely to cause us a loss or harm the reputation of the Platform.

We will inform you if we suspend your account or terminate your agreement with us and your access to Nymph. During any suspension period, any Fan Payments that would have fallen due will be halted. We may also withhold all or part of the Author Earnings due to you but not yet paid out.

Upon account termination, your Content may be handled, including deletion, and you won't have access to it. There's no technical means to be able to access your Content following termination of your account.

We reserve the right to investigate suspected misuse, abuse, or unlawful activities on the Platform and cooperate with law enforcement agencies and government bodies. We can disclose your usage information to law enforcement for investigations related to illegal activities, protecting our rights, or in response to legal requests.

## **Content**

### **Content on Nymph**

All rights on Nymph and to all its contents, features, databases, source code and functionality belong to us and/or our licensors, with the exception of Content (which belongs to the Authors or is licensed by them). Such materials are protected by copyright and may be protected by trademarks, trade secrets and other intellectual property laws.

We are the sole owners of any anonymized data related to your use of Nymph, and such anonymized data may be used by us for any purpose, including for commercial purposes, development and research purposes.

You guarantee and make a legally enforceable promise to us that for each element of Content which you post, display, upload or submit on Nymph:

1. the Content fully complies with the Terms of Use (and in particular our Acceptable Customers Policy);
2. you own, have a valid license to, or other way control all rights in your Content;
3. if your Content includes or uses any third-party material, you have secured 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 of that Content on Nymph.

You agree that you will be liable to us and will reimburse us for damages if any of the warranties given in the section above are not true. This means that you will be liable for any loss or damage arising from your failure to comply with the warranties.

We do not endorse or hold responsibility for any item of any Content posted by you or any other Customer of Nymph. We are not obliged to monitor any Content regarding copyrights and have no direct control over what your Content may contain.

Nymph cannot and will not be held responsible to the Customers for the following:

1. We do not grant any rights for any Content created by the Author. Such rights can only be granted by the Author;
2. Your Content may be viewed by individuals who might recognize you or identify your personal data. We will not be responsible for Customers identifying one another based on the Content on the Platform;
3. You understand and accept that the Platform may contain adult entertainment content, and Authors may post information, images, photos, and/or videos containing adult content (sexual, erotic, nude, etc.), either free of charge or on a paid basis, at their discretion. Access to such Content is allowed only to individuals who have reached the age of majority according to the laws in their country of residence;
4. We shall not be liable for any loss or damage arising from your access or viewing of adult content in a manner that violates any contracts you have with third parties or violates any applicable laws;

5. All Content is created, selected, and posted by Authors. We are not responsible for reviewing, moderating, or modifying any Content stored on Nymph. We have no obligation to monitor Content or detect breaches of the Terms of Use, except as stated in the Terms of Use;
6. You agree to respect intellectual property rights, including copyrights and trademarks of third parties, and fulfill any obligations related to copyright protection as per applicable laws and the Terms of Use;
7. You acknowledge and agree that you are not obligated to follow any comments, reviews, suggestions, or instructions from other Nymph Customers. If you choose to do so, you do it at your own risk;
8. You agree that all data, including Content posted by Authors and Customers, is publicly available to all Platform Customers. We assume no responsibility for the use of this data by third parties;
9. The materials accessible on Nymph are for general information only. We do not guarantee the accuracy of such materials or any specific results from using them;
10. You are solely responsible for setting up your information technologies, devices, and software to access Nymph;
11. You should use your own antivirus software. We are not responsible for any technical errors, internet availability, or errors in your personal device or software resulting from using Nymph;
12. Although we try to ensure Nymph is safe and free of errors, defects, or viruses, we cannot guarantee it. We have no control over the Content provided by Authors;
13. We are not responsible for any actions or omissions related to sharing, loss, theft, or compromise of Customer accounts, passwords, or email addresses that may lead to unauthorized actions, payments, or money transfers;
14. After the publication of your Content on Nymph, we cannot control or be responsible for how other Customers or third parties use it. Deleting your account will not prevent the distribution of any Content that may have been recorded by other Customers or third parties before your account deletion;
15. We do not make any promises or guarantees regarding the earnings of Authors or Referring Customers from using Nymph, including the Nymph Referral Program.

### **Intellectual property rights**

You acknowledge that you hold all intellectual property rights in your Content, or that you have obtained all necessary rights to your Content, which are required to grant license to your Content to us and other Customers.

You retain ownership of all intellectual property rights in your Content. However, you agree to grant us a worldwide, perpetual, non-exclusive, royalty-free, sublicensable, and transferable



license to use, reproduce, distribute, display, translate, prepare derivative works of, and perform your Content, for the purpose of operating Nymph and fulfilling the intent of the Terms of Use. For clarity purposes, the abovementioned terms mean that the license will be valid after your agreement with Nymph ends and you stop using Nymph, that Nymph is not obliged to pay the Customer for any licenses and that Nymph can provide a sublicense or transfer any licenses for the Content to any third parties.

Such licenses allow Nymph, for example, to add stickers, text and watermarks to such Content, make such Content publicly available to other Nymph Customers and use such Content in other common operations.

We will never sell your Content to other platforms, although we may sell or transfer any license that you provide to us under the Terms of Use in the event that our Company or its assets are sold to a third party.

We do not intend to support any illegal actions or actions of Customers that violate any rights of third parties and Authors. Therefore, a person who violates the abovementioned terms may be held liable in accordance with the Terms of Use as well as court orders.

We did not create your Content and do not own your Content. Notwithstanding this, you acknowledge and agree that we have the right to send notifications related to copyright infringement (including copyright infringement and/or trademark infringement) on your behalf, to any third party website or service that hosts copies of your Content in violation of copyright without your permission. Even if we are not obliged to do so, we may send and withdraw any such notification on any third party website or service where we consider it appropriate to do so.

However, we are not obliged to prevent such breaches of the Terms of Use with respect to your Content. You agree that upon our request, you will provide all reasonably necessary consent and other information related to sending such notifications on your behalf. Please read our Complaints Policy for how to make a complaint about infringement of intellectual property rights.

## **Links to and from Nymph**

### **Links to Nymph:**

You have the right to mention and/or post links to Nymph on third party resources provided that you act honestly, lawfully and in good faith, and do not cause any direct and/or indirect damage to Nymph's reputation. But you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part;

When posting links and/or mentioning Nymph on third-party resources you must comply with our Terms of Use as well as any terms and conditions of such third-party resource where you place a link to or otherwise promote your Author account;

When posting links to Nymph and/or mentioning Nymph, as well as when promoting your account, you should not impersonate Nymph or give the impression that your Author account is being promoted by us if it is not. You are fully responsible for complying with the Terms of Use relating to the posting of links and/or mentioning Nymph on third-party resources. You must not promote your Nymph account using any advertising platform or search engine (e.g. Google Ads ect.);

You agree that you have no right to link to Nymph and/or mention Nymph in such a way as to give the impression that Nymph approves and/or supports the information and/or Content you post.

Links from Nymph:

If Nymph contains links to other sites and resources provided by third parties, these links are provided only for your convenience. Such links should not be construed as our approval of those sites with links or information that you may obtain from them. We do not control or be held responsible for the Content of these sites or resources or for any loss or damage that may result from their use;

If you decide to access third-party sites associated with Nymph, you do so entirely at your own risk and subject to the Terms of Use for such sites.

### **PCo-Authored Content**

In the event that you upload the Content to your Author account that shows anyone other than you or in addition to you, even if the person cannot be recognized or identified by the Content («Co-authored Content»), you must obtain prior written consent from each person depicted in the Co-authored Content to the following:

1. consent to be represented in Co-authored Content;
2. consent to the public distribution of Co-authored Content and the uploading of Co-authored Content to the Platform and/or the transmission of Co-authored Content through the Platform using interactive functions;
3. if Co-authored Content is available to Customers on a fee basis, you agree that the Author has the right to receive payments from Customers on behalf of third parties represented in Co-authored Content.

You agree that if you upload Co-authored Content where the other individual or individuals appearing in the Co-authored Content with the Author account on Nymph, you tag the account(s) of any individual or individuals appearing in the Co-authored Content, that can be identified from it.

When hosting Co-authored Content, you must confirm and ensure that each individual shown in any Co-authored Content uploaded to your Account is:

- an Author on Nymph, or
- a consenting adult and that you verified the identity and age of each such person

You agree to provide complete legal information for all individuals which appear in the CoAuthored Content, that we may request at our own discretion.

You guarantee that you are solely responsible for obtaining any necessary licenses and consents from any other individual(s) to Co-authored Content, that are sufficient for such Content to be uploaded and posted on the Platform.

You guarantee to provide us upon request with any necessary documents and information for all individuals who appear in the Co-authored Content to ensure that you do not violate any of the provisions of this Terms of Use.

You agree that if you do not provide any or all of the information requested by us, we are entitled to perform one or more of the following actions:

- delete Author's Co-authored Content;
- limit or restrict your rights and permissions to post as an Author;
- terminate your account and/or retain all or any part of the Author's Earning but not yet paid to you;
- perform any actions with the Content of the Author to ensure the privacy of any third party depicted in the posted Content.

You agree that by posting Co-authored Content on the Platform, we will only pay the Author's Earnings to the Author's account, to which the Co-authored Content is posted. The Author who uploaded the Co-authored Content is solely responsible for sharing and distributing any profits between the Author and any third party depicted in the Co-authored Content. Any such revenue-sharing agreement is an independent, private agreement between you and such individual(s). Nymph is not responsible for providing or implementation of such agreements.

You agree to exempt us from and make no claims against us arising from the Co-authored Content. You agree that all claims arising from the Co-authored Content shall be made against the Author (Authors) who posted Co-authored Content, or against the individual (individuals) who appeared in Co-authored Content (as appropriate).

### **Advertising on Nymph**

If you post or upload Content into your Author account, intended for the direct or indirect promotion of goods, services or images of third parties in exchange for payment, other valuable remuneration or for the purpose of self-promotion, then you must comply with the requirements set out below.

You should make sure that any Advertising Content you post or upload in your Author Account does not:

- does not advertise cigarettes and other tobacco products, including vaping products, smokeless and combustible tobacco products, synthetic nicotine products, E-cigarettes;
- does not advertise illegal drugs, or any prescription-only medicine;

- does not advertise or facilitate illegal gambling;
- does not advertise firearms and explosive weapons;
- in respect of any Advertising Content for alcoholic drinks, is not aimed at minors and does not encourage immoderate consumption of alcohol;
- directly or indirectly, encourage discrimination on any grounds, especially on the grounds of belief, nationality, ethnicity, religion, gender, race, political opinion, sexual or other orientation, social background, state of assets, culture, language, age or psychic or physical disability;
- does not violate human dignity;
- does not encourage behaviour harmful to health or safety;
- does not encourage behaviour that causes serious damage to the environment;
- does not cause physical, mental or moral detriment to any person;
- does not directly encourage people to buy or rent goods or services in a way that takes advantage of their inexperience or trustworthiness;
- does not directly encourage people to persuade others to buy or rent goods or services;
- does not unreasonably show people in dangerous situations.

You must declare that any Advertising Content you post or upload on Nymph contains advertising by including the "#ad" designation in the caption to the Advertising Content before posting or uploading it.

### **Deletion of the Account**

If you want to delete your Nymph account, you can do so in the «Settings» section of your Platform account.

If you are a Fan, your account will be deleted within a reasonable time after your request.

If you are the Author, then after you send a request to delete your account, your account will remain open until the last day of the paid Fan Subscription period. After you receive your final payment and your account will be deleted.

If you are both a Fan and an Author, your account will be deleted in two steps: first the Fan account and then the Author account.

After your account has been deleted, you won't be charged any additional amounts and you will not have access to your former account on the Platform or its Contents. You agree that any subscriptions will be deleted and cannot be renewed thereafter. After successful deletion of your account, we will send you an email confirmation.

In the event that your account is deleted, we may treat your Content in any appropriate way in accordance with the Privacy Policy (including by deleting the Content) and you will no longer have the right to access the Content.

## **Disputes Resolution and Applicable Law**

If you are a Customer, your agreement with us falls under English law, and English law is applicable to the following:

1. Any claim that arises in connection with your agreement with us or your utilization of Nymph.
2. Any claim we may have against you that arises from your agreement with us or your use of Nymph, including non-contractual disputes or claims.

You also have the right to rely on the mandatory laws of your own country if you reside outside the United Kingdom or the European Union.

For Customers residing in the United Kingdom or the European Union, any claims, including non-contractual disputes or claims, related to your agreement with us or your use of Nymph can be brought before the courts of England and Wales or the courts of your country of residence.

If you are a Customer residing outside of the United Kingdom or the European Union, any claims, including non-contractual disputes or claims, related to your agreement with us or your use of Nymph must be pursued in the courts of England and Wales.

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 submitted within one year from the date on which such claims or causes of action first arose or the date you became aware of the circumstances leading to the cause of action, whichever is earlier. Failure to do so may result in the claim being permanently barred.

## Payment Terms

All Transactions between Fan and Author are contracts between Fan and Author on the terms of the Standard Agreement between Fan and Author (hereinafter referred to as «Agreement»). A Customer who makes payments for Subscriptions, and/or Tips does so in accordance with the Agreement.

All Payments made by the Customer when using the functions of the Platform shall be made in accordance with the Agreement. Although Nymph organizes the functionality of the Platform and helps Customers make payments under the Agreement by hiring authorized service providers, Nymph is not a party to the Agreement and / or any other agreements between Fan and Author. In addition, Nymph is not liable for any obligations established by the parties to the Agreement.

Authors are solely responsible for determining (within the parameters for pricing on Nymph) the pricing applicable to Fan/Author Transactions and the Content to which you may be given access under the Agreement. All prices at the Platform are shown in USDN (stablecoin pegged to the US dollar).

Prices displayed on the Platform do not include VAT. The VAT rate depends on the place where the payment was made (location of the payer), in accordance with applicable law. A financial institution that has issued a Customer's payment card may charge additional fees for making payments, including, but not limited to, a currency conversion fee. Nymph does not control the exchange rates and fees charged by such financial institutions, and Nymph is not responsible for any fees imposed by such financial institutions.

To make all payments on the Platform you need to top up your Wallet balance. The Wallet balance is displayed in USDN (stablecoin pegged to the US dollar). To replenish the balance of your Wallet you must first add a payment card to your account. You agree that when you replenish the balance of your Wallet you will be charged a commission of 18.5% by the payment provider. We are not responsible and do not control the commission in case the payment provider decides to change the commission.

You give your consent to Nymph to provide your payment card details to a third-party payment provider for the purpose of making Payments in accordance with the Agreement and/ or for the purpose of replenishing the balance of your Wallet.

All Fan payments will be charged in USD or Euro. Your payment card provider may charge you a currency conversion fee. We do not control exchange rates or fees imposed by your card provider or bank, and we are not responsible for any fees imposed by your card provider or bank.

Periodic payments as Subscription payments as well as immediate payments (including payments for tips paid to the Author) other than Subscriptions, will be charged from your Wallet balance on the Platform.

Apart from free-trial Subscriptions, all Subscriptions to an Author's profile will automatically renew at the end of the relevant subscription period, excluding cases when:

1. you have insufficient balance in your Wallet;

2. you have turned off the Auto-Renewal feature. Therefore, if you want to cancel a Subscription to Author Content and not make a recurring monthly payment for a Subscription, you need to turn off the Auto-Renewal feature.

If you cancel a Subscription you will continue to be allowed to view the corresponding Author's Content until the end of the subscription period in which you unsubscribe, after which you will not be charged any further payments for subscribing to the Author profile, unless you decide to pay for a new Subscription to the Author's Profile, and you will no longer be able to view the corresponding Author's Content.

You agree not to make unreasonable requests for refunds in respect of any payments made under the Agreement, including, but not limited to, Subscription Payments, Tips to Authors, etc. In case, if we establish that the refund request was unreasonable or was made by you in bad faith, we have the right to suspend and/or delete your Customer Account.

Nymph provides Services to Authors, including, but not limited to, by giving them the ability to post Content on the Platform, and also to enter into Agreement, for a fee, that is called Nymph fee.

We charge a fee of twenty five percent (25%) of all Fan Payments made to Authors (exclusive of any VAT element of the Fan Payment). The remaining seventy five percent (75%) of the Fan Payment (exclusive of any VAT element of the Fan Payment) is payable to you (called "Author Earnings"). Nymph Fee includes the costs of providing, maintaining and operating Nymph and storing your Content. Nymph has the right to change Nymph fee rates at its own discretion without any prior notice or compensation to the Author.

You have the right to initiate a withdrawal from your Wallet to your external personal account or to the electronic (digital) personal wallet available in the Author's Account at any time.

Your Author Earnings will be available for withdrawal by you from your Nymph account as soon as such Author Earnings appear in your Nymph account.

The amount that you see in your Wallet section in your Nymph account is your Authors

Earnings at the appropriate moment and topped up Balance for Payments on the Platform. All Fan Payments and Author Earnings are transacted in USDN only (stablecoin pegged to the US dollar).

To withdraw funds from your Account, you agree to provide valid and correct bank account, payment institution and/or electronic (digital) wallet credentials. We are not responsible for any additional fees or currency exchange rates charged by third-party institutions such as banks, payment institutions, digital wallet operators, etc.

To avoid any uncertainties, Nymph is not an agent, payment agent and/or any other intermediary who may make tax and/or mandatory payments under the Agreement on behalf of the Author.

In some cases, a Fan can contact Nymph with a refund request regarding a Payment. In case if Fan's refund request is justified, Author must reimburse Nymph associated expenses, therefore



the Author provides their irrevocable consent to Nymph to withhold associated funds from Author's Earnings to cover such expenses.

There are some circumstances in which we may withhold Author Earnings and you acknowledge and give irrevocable exclusive consent that Nymph reserves the right to withhold all and/or any part of eligible Author Earnings:

- if we think that you have or may have seriously or repeatedly violated any part of the Terms of Use;
- if you attempt or threaten to violate any part of the Terms of Use in a way which we think has or could have serious consequences for us or another Customer (including actual or possible loss caused to us or another Customer);
- if there is reason to believe that any part or the whole Author Earnings resulted from illegal activity conducted by the Author or by the Fan who made the Payment resulting in the Author Earnings, for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable).

## **Tax Compliance**

We strongly advise all Customers to seek professional guidance to ensure compliance with local Tax and VAT regulations, based on your individual circumstances.

As a Customer using Nymph, you commit to reporting all payments received in connection with your use of Nymph to the relevant Tax authority in your jurisdiction, as mandated by law, both presently and in the future.

Additionally, you pledge to adhere to all Tax laws and regulations applicable to you while using the platform. Kindly note that we are not acting as an agent, paying agent, or tax agent for Customers. We also don't represent Customers to third parties, except when it's explicitly required by the Rules or the law.

Please note, you are solely responsible for your Tax matters. Thus, when making or receiving payments, Customers must take care of any tax reporting, paying necessary taxes, meeting registration requirements if needed where they live, and fulfilling other public obligations related to using the Platform. Neither we nor our subsidiary companies:

- Are responsible for providing Tax advice, and we will not be held liable for any general information provided on the platform regarding Tax;
- Will be held liable for any Tax non-payment by Customers.

## Acceptable Customers Policy

The below mentioned information outlines what is permissible and what is not on the Platform.

1. **Personal Use Only:** You are prohibited from using the Platform for anything other than your personal use. You may not sell, rent, transfer, or share your account or any Content obtained from your use of Nymph with anyone else.
2. **Lawful Use:** Use Nymph only in a lawful manner and for legitimate purposes.
3. **Prohibited Content:** Do not upload, post, display, or publish Content on Nymph that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening, harassing, or that encourages or promotes violence or any illegal activity.
4. **Protection of Minors:** Do not exploit, harm, or attempt to exploit or harm any individual under 18 years old, including exposing them to inappropriate Content.
5. **Restricted Content:** Do not upload, post, display, or publish Content on Nymph that includes individuals under 18 years old, unless you have written documentation confirming they are at least 18 years old and have their consent to use their name or images in the Content.
6. **Prohibited Content Categories:** Do not create or share Content on Nymph that falls under the following categories (for further details kindly refer to "Anti-Slavery and AntiTrafficking Statement"):
  - Firearms, weapons, or prohibited goods
  - Drugs or drug paraphernalia
  - Self-harm or suicide
  - Incest or bestiality
  - Violence, sexual assault, or extreme sexual content
  - Hate speech
  - Unauthorized sharing of personal data
  - Content recorded in areas where it is illegal
7. **Misleading Content:** Do not create Content that misleads or deceives other Customers.
8. **Respect for Authors:** Respect the intellectual property rights of Authors and do not distribute their Content without authorization.
9. **Rights and Impersonation:** Do not violate intellectual property rights, impersonate individuals or entities.
10. **False Information:** Provide accurate account registration information and refrain from unauthorized use of others' information or Content.
11. **Spam and Low-Quality Content:** Do not post spam or low-quality, repetitive, or inauthentic Content.

12. Live Streaming: Do not stream pre-recorded Content as live or use other deceptive methods during live streams.
13. Communication Methods: Do not use alternative methods or coded language to convey Content that violates this Policy.
14. Content Use: Do not reproduce, distribute, modify, display, or perform any Content except as permitted in the Terms of Use.
15. Malicious Software: Do not introduce harmful software or materials into Content.
16. System and Security: Do not use Nymph in a manner that negatively impacts our systems, security, or other Customers' experiences.
17. Automated Access: Do not use automated tools to access or collect Content or information from the platform.

Breach of this Policy may result in suspension or termination of your account, along with the revocation of your Earnings as an Author, as outlined in the Terms of Use. Moreover, breach of abovementioned provisions may result in legal proceedings.

## **Referral Program Terms and Conditions**

According to regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, while we don't require any payment from Referring Customers for participating in the Nymph Referral Program, you have a legal right to cancel this contract and claim a refund within 14 days of signing.

Participation in the Nymph Referral Program is limited to active Customers with a valid Customer's account. If a Customer's account is suspended, terminated, or deleted by us, the Customer won't be eligible for the Nymph Referral Program.

Every Customer is assigned a unique referral link, accessible through their account. It's crucial that you don't impersonate Nymph or mislead others into thinking that your referral link is endorsed by us. Using platforms like Google Ads or similar services to promote your referral link is strictly prohibited. If requested, you must disclose your sharing methods in the Bio/Website field of your Nymph account.

Referral payments will only be processed if someone registers with Nymph using your unique referral link. Accounts not linked through your referral will not result in any payments to you.

If the Referred Author is a current or past Nymph Customer, no referral payments will be issued to you for that Referral.

In case the Referred Author creates multiple Customer accounts, you will receive referral payments solely from their initial Customer account earnings. No payments will be made for subsequent accounts set up by the Referred Author.

No referral payments will be made for Referred Authors that are owned or operated by you or are in a commercial relationship with you. You are obligated to provide any necessary information requested to assist us in confirming the ownership or relationship status with the Referred Author.

By participating in the Nymph Referral Program, you agree to adhere to these terms and conditions. Failure to comply may result in absence of referral payments and possible account suspension.

**Accuracy and Transparency:**

Do not misrepresent Nymph, its services, programs, Content, or its Customers, or the Terms of Use. Avoid making statements that imply potential Authors will earn a specific amount of money or any money from using Nymph. Also, refrain from making statements about the likely number of Fans they might acquire.

**Referral Payments:**

Once a Referred Author becomes a registered Customer of Nymph following the Referral Program's rules, referring Customer will receive a referral payment equal to seven percent (7%) of the Fan Payments generated by the Referred Author within the twelve months after their registration on Nymph.

**Important Warning:**

In accordance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please take note of the following warning regarding the Nymph Referral Program:

It is illegal for Nymph or any participant in the Nymph Referral Program, including Referring Customers and Referred Authors, to coerce anyone into making a payment by promising benefits from recruiting others to join the Nymph Referral Program.

Do not be deceived by claims suggesting that substantial earnings can be effortlessly attained through participation in the Nymph Referral Program.

#### Referral Payment Schedule:

The referral payment corresponding to Fan Payments made to the Referred Author within a calendar month will be transferred to you on or around the first day of the subsequent calendar month.

#### Payment Accuracy and Recovery:

In the event of incorrect referral payments, we reserve the right to recover the wrongly paid sums from the Customer to whom the erroneous payments were made.

#### Verification and Information Requests:

We may ask you or the Referred Author, or both, to provide necessary identification and other relevant information to verify any referral payment. This information is crucial for accurate payment processing. Failure to provide the requested information may result in the nonpayment of your entitlement.

#### Withholding of Referral Payments:

We reserve the right to withhold referral payments under the following conditions:

- If we have reason to believe that you have seriously or repeatedly violated any aspect of the Terms of Use;
- If you attempt or threaten to breach any part of the Terms of Use in a manner that could have severe consequences for us or another Customer, including potential losses incurred by us or another Customer;
- If we suspect that your referral payments, in whole or in part, come from unlawful or fraudulent activities, whether conducted by you, the Fan who made the payment, or the Referred Author who received the payment resulting in the referral payment;
- Referral payments may be withheld during the investigation of the actual, threatened, or suspected breaches or unlawful/fraudulent activities;
- If we receive notice that your payments have been secured, encumbered, pledged, assigned, or subjected to a lien. We are not obligated to pay referral payments to third-party lienholders and may retain Author Earnings until the lien is removed;

If we withhold any part of your referral payments unrelated to breaches or suspected unlawful/fraudulent activities, we may arrange to pay you the portion not associated with such violations.

However, if we determine that your breach(es) of the Terms of Use have or may cause us financial loss, we may withhold all pending referral payments and offset these amounts against any losses incurred by us.

## **Complaints Policy**

This Complaints Policy constitutes an integral part of your agreement with us if you are a Customer of Nymph. All defined terms in this Complaints Policy have the same meanings as those given in the Terms of Use. Regardless of your status as a Customer, you can utilize this Complaints Policy to notify us of any complaints related to the Platform.

### **How to Make a Complaint**

If you wish to file a complaint concerning any aspect of Nymph, you can do so by emailing us at [support@nymph.club](mailto:support@nymph.club). Please provide the subject of complaint, your name, address, contact details, a detailed description of your complaint, and, if your complaint pertains to Content, the URL of the Content in question.

### **Resolution of the issue**

Upon receipt of your complaint, we will make every effort to promptly review your complaint, usually within 7 working days, taking into account the nature of the complaint. If additional documents or information are required for the review, we will contact you.

Please note that Nymph may request video verification from the person filing the complaint. Refusal to undergo video verification grants us the right to reject the complaint.

If we ascertain that the Content is unlawful, non-consensual, or breaches our Terms of Use, we will promptly remove the Content. While we are not obligated to inform you of the outcome of your complaint, we may notify you of our decision via email or notification on the Platform.

### **Disputes Concerning Non-Consensual Content**

Any dispute regarding our determination that Content is non-consensual will be referred to a court according to Section "Disputes resolution and applicable law".

### **Handling Copyright Infringement Complaints**

Complaints related to copyright infringement must adhere to our DMCA Policy. We will respond to copyright infringement complaints following the procedures outlined in that policy.

### **Unjustified or Abusive Complaints**

If you are a Customer of Nymph, you guarantee that any complaint filed under this Complaints Policy will not be wholly unjustified, abusive, or made in bad faith. Breach of this warranty may result in the suspension or termination of your Customer account.

### **Complaints to the Platform**

If you have a complaint regarding any alleged non-compliance by us with obligations outlined or technical issues directly related to Nymph that impact you or actions taken by us or our conduct directly related to Nymph affecting you, please submit your complaint to [support@nymph.club](mailto:support@nymph.club).

We will assess your complaint and the necessary follow-up actions, which may include requesting additional information or documents from you to resolve the raised issue effectively. We commit to processing your complaints within a reasonable timeframe, considering the



significance and complexity of the matter. We will communicate the outcome of the internal complaint-handling process to you in clear and understandable language via email or notification on the Platform.

If your complaint is not resolved to your satisfaction through our internal complaint-handling process, then you may access the mediation service by contacting <https://www.cedr.com/p2bmediation/>.

You and we will act in good faith throughout any mediation. However, any attempt to reach agreement through mediation on the settlement of a dispute between us will not affect our or your rights to commence legal proceedings at any time before, during or after the mediation process, as such rights are set out in our Terms of Use. You agree that You will bear all mediation costs.

If you are not satisfied with the outcome of the mediation, you have the right to file an appeal to court according to Section "Disputes resolution and applicable law". You agree that You will bear all legal expenses. You agree that any decision of the court is binding and final for you and cannot be reviewed on the merits by anybody.