

# Terms of Use

Updated: 20/03/2025

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# General Terms and Conditions

## General Information

**Nymph** is operated by **FORSILIUS LIMITED**, a limited company registered in Cyprus with company registration number **HE 454248**. Our registered office address is **Giannou Kranidioti & Pargas 9, Floor 1, Flat/Office 102, 1065, Nicosia, Cyprus**.

These Terms of Use apply to all Customers and counterparties of the Nymph platform. By using the Nymph platform, you agree to these terms and all related legally binding documents ("Terms of Use," also referred to as "your agreement with us"). Please read them carefully:

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

## Changes to the Terms of Use

We may update any part of the Terms of Use without prior notice in the following cases:

1. To comply with changes in laws or regulatory requirements applicable to Nymph, its services, features, or programs, where such changes necessitate immediate amendments to these Terms of Use.
2. To address unforeseen and imminent risks related to defending Nymph, its users, or Content Creators from fraud, malware, spam, data breaches, or other cybersecurity threats.

For other changes to the Terms of Use, we will provide reasonable notice, at our discretion, either via email or directly through the Nymph platform. You may terminate your agreement with us before the changes take effect. By continuing to use the Nymph platform after the updated Terms of Use come into effect, you agree to be bound by them.

## Updates and Changes to Nymph

We reserve the right to update and modify the Nymph platform at any time to reflect changes in our services, accommodate Customer needs, align with

business practices, enhance performance, improve functionality, or address security issues. We will attempt to provide reasonable notice of any significant changes.

We do not guarantee uninterrupted availability or accessibility of the Nymph platform or any Content on it. We may suspend, withdraw, or restrict access to all or part of the platform for business or operational reasons. If such actions significantly affect you, we will make reasonable efforts to provide advance notice.

## Terms

1. **"Nymph"** – Refers to our website, including when accessed via the URL <https://nymph.club>.
2. **"We," "our," "us"** – Refers to FORSILIUS LIMITED, the operator of the Nymph platform.
3. **"Platform"** – Refers to the Nymph platform, including when accessed via the URL <https://nymph.club>.
4. **"Content"** – Any material uploaded to Nymph by a Customer (whether a Content Creator or a Fan), including photos, videos, audio (e.g., music and other sounds), livestream material, data, text (e.g., comments and hashtags), metadata, images, interactive features, emojis, GIFs, AI-generated content, memes, and any other material.
5. **"Content Creator"** – A Customer who has set up a Nymph account as a Content Creator account to post Content on Nymph for other Customers to view.
6. **"Fan"** – A Customer who follows a Content Creator and can view the Content Creator's Content.
7. **"Agreement between Fan and Content Creator"** – Any transaction between a Fan and a Content Creator on Nymph by which access is granted to the Content Creator's Content, including:
  - i. A Subscription,
  - ii. Payments made by a Fan to view a Content Creator's pay-per-view Content (e.g., pay-per-view media and pay-per-view livestream), and

- iii. Use of the fan interaction function on a Content Creator's account.
- 8. **"Fan Payment"** – Any and all payments made by a Fan to a Content Creator, including:
  - i. In connection with a Fan/Content Creator Agreement, or
  - ii. As a tip for a Content Creator.
- 9. **"Referral Program"** – A program through which existing Customers can introduce individuals interested in becoming Content Creators on the Nymph platform and receive referral payments from Nymph, calculated as described in the Referral Program Terms and Conditions.
- 10. **"Referring Customer"** – A Customer who participates in the Nymph Referral Program.
- 11. **"Referred Content Creator"** – A person who joins Nymph as a Content Creator via a Referring Customer's unique referral link.
- 12. **"Subscription"** – A Fan's subscription to a Content Creator's account (whether paid or unpaid, and whether for one month or as part of a multi-month bundle).
- 13. **"Terms of Use"** (also called "your agreement with us") – This document and any additional documents regulating the terms and procedures for using the Platform and Services.
- 14. **"Cyprus"** – Refers to the Republic of Cyprus.
- 15. **"Customer"** – Any user of Nymph, whether a Content Creator, a Fan, or both (also referred to as "you" or "your").
- 16. **"VAT"** – Cyprus value-added tax and any other tax imposed as an addition or substitution, including any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost, or levy in any other jurisdiction.
- 17. **"Tax"** – All forms of taxes and statutory, governmental, state, federal, provincial, local government, or municipal charges, duties, imposts, contributions, levies, withholdings, or liabilities, whether applicable in Cyprus or any other jurisdiction.

18. **"Terms relating to disputes"** – The law governing your agreement with us and the resolution of disputes and claims concerning your use of Nymph (including those arising from or related to your agreement with us).
19. **"Business days"** – Any day that is not a Saturday, Sunday, or public holiday in Cyprus.
20. **"Wallet"** – The balance in a Customer's account used for all payments on the Platform.
21. **"Nymph Fee"** – The Platform fee for providing Services to Content Creators, which amounts to 20% of a Content Creator's earnings.

## Registration on the Platform

To use Nymph, you must first register and create a Customer account on the platform. You are required to provide a valid email address, a username, and a password. Your password must be unique (different from those used on other websites) and comply with the technical requirements of the Platform for password composition.

### To register as a Fan

(Users cannot publish any content from this type of account):

1. You must be at least 18 years old and confirm your age.
2. If the laws of your country, state, or province require you to be older than 18 to legally enter into a contract, you must meet the minimum age required to be legally bound by a contract under those laws.
3. You must be permitted by the laws of your country, state, or province to join Nymph, view its Content, and use its features.
4. You must be able and willing to make payments (where required) to view Content or use functionalities provided by Nymph that you wish to access.
5. You must provide any additional information or verification records as required.

### To register as a Content Creator

(Users can publish content from this type of account):

1. You must be at least 18 years old and verify your identity, age, and documents using the **sumsub.com** service.
2. If the laws of your country, state, or province require you to be older than 18 to legally enter into a contract, you must meet the minimum age required to be legally bound by a contract under those laws.
3. You must be permitted by the laws of your country, state, or province to join Nymph, view its Content, and use its features.
4. You must be able and willing to make payments (where required) to view Content or use functionalities provided by Nymph that you wish to access.
5. You must provide any additional information or verification records as required.

If you do not meet the above requirements, you must not access or use Nymph. Depending on your country of residence, you may be required to submit additional information during the registration process.

We reserve the right to request additional age or identity verification information at any time. We may also reject your application to create an account for any reason.

### **Account Recovery**

If you lose access to your account, you can reset your password using the email address associated with your account. If you do not remember the email address used during registration, we may require you to provide identification documents, photos, or any other reasonable evidence to verify your identity.

### **Acknowledgements and Terms Upon Registration**

By registering, you acknowledge and agree to the following:

1. If any provision of your agreement with us is deemed unenforceable, the remaining provisions will remain 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 rights to any aspect of Nymph except as explicitly outlined in the Terms of Use.
5. Your agreement with us does not confer any rights to third parties.
6. You cannot transfer your rights or obligations under your agreement with us without prior written consent from us.
7. We reserve the right to assign or transfer our rights and obligations under your agreement, particularly in cases of ownership changes (e.g., mergers, acquisitions, or asset sales) or as required by law. We may also delegate the performance of our obligations to third parties, while remaining accountable to you for their performance.
8. The Terms of Use constitute the complete agreement between you and us regarding your use of Nymph, superseding any prior oral or written agreements.

#### Customer's Responsibilities

##### **1. Provide Accurate Information**

- Provide accurate, complete, and up-to-date information during registration and promptly update it if any changes occur.

##### **2. Consent to Communication and Data Processing**

- Agree to receive electronic communications and consent to the processing of your personal data in accordance with our Privacy Policy.

##### **3. Maintain Account Security**

- Keep your account details, including your username and password, confidential.
- Promptly report any unauthorized access or security breaches to [support@nymph.club](mailto:support@nymph.club).

##### **4. Practice Safe Usage**

- Log out of your account after each session.
- Exercise caution when accessing your account from public or shared devices.

## **5. Account Activity Responsibility**

- Acknowledge and accept responsibility for all activities conducted through your account, even if unauthorized by you.

## **6. Compliance with Terms**

- Fully comply with our Terms of Use and all related documents, policies, and guidelines.

# **Platform Rights**

## **1. Monitoring of Content**

- We are obligated to monitor and pre-moderate your Content to ensure compliance with our Terms of Use and applicable laws.
- If we identify Content that may violate our Terms of Use or applicable laws, we may suspend access to that Content while conducting an investigation.

## **2. Content Suspension and Review**

- If your Content is suspended, you may request a review by contacting us at [support@nymph.club](mailto:support@nymph.club).
- Following our investigation, we may take appropriate action, including:
  - Reinstating the Content,
  - Permanently removing it, or
  - Disabling access to it.
- These actions may be taken without your consent or prior notice.

## **3. Cooperation in Investigations**

- You agree to assist us in our investigation, including providing any requested information at your own cost.

## **4. Limitation of Liability**

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



## 5. Notifications of Actions Taken

- If we suspend or delete any of your Content, we will notify you via email or electronic message on your Nymph account.
- We are not obligated to provide prior notice of such removal or suspension.

## 6. Account Termination and Suspension

- We reserve the right to terminate your agreement with us and your access to Nymph at our sole discretion:
  - **With Notice:** By providing 30 days' notice via email or electronic message on your Nymph account.
  - **Without Prior Notice:** If any of the following circumstances arise:
    1. You have seriously or repeatedly violated any part of the Terms of Use or threatened to do so in a way that could have serious consequences for us or another Customer.
    2. You take any action that, in our opinion, has caused or is likely to cause us a loss or harm to the Platform's reputation.

## 7. Consequences of Account Suspension or Termination

- During a suspension period:
  - Any Fan Payments due to you will be halted.
  - We may withhold all or part of the Content Creator Earnings not yet paid to you.
- Upon account termination:
  - Your Content may be deleted or otherwise handled, and you will no longer have access to it.
  - There is no technical means to recover your Content following account termination.

# IP Verification Policy

## Internal Audit

Nymph maintains rigorous internal audit procedures to ensure platform integrity and user safety through comprehensive verification processes.

**1. Creator Verification Process:**

- All creators must complete a **multi-step verification process** before being approved to post content.
- Identity verification includes government-issued ID validation and biometric checks.
- Regular re-verification may be required to maintain creator status.

**2. Content Review Standards:**

- All uploaded content undergoes pre-moderation and **automated screening** for compliance with platform policies.
- Manual reviews are conducted for flagged content or random quality assurance checks.
- Content that fails to meet our standards is immediately removed.

**3. Audit Documentation:**

- Detailed records of all verification processes are maintained.
- Documentation includes verification timestamps, reviewer details, and decision rationale.
- Records are stored securely and in compliance with data protection regulations.

**4. Regular Compliance Reviews:**

- Internal audits of verification processes are conducted quarterly.
- Verification procedures are updated based on audit findings and emerging requirements.
- Compliance reports are generated and reviewed by management.

All verification and audit processes are subject to continuous improvement and may be modified to enhance platform security and user safety.

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**1. Investigation of Misuse or Unlawful Activities**

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

As part of our commitment to security and fraud prevention, Nymph implements IP verification measures to protect our users and platform integrity.

**1. Automatic IP Monitoring:**

- We automatically monitor and log IP addresses used to access the platform.
- Suspicious IP patterns may trigger additional verification requirements.

**2. VPN and Proxy Usage:**

- Use of VPNs or proxy services may result in restricted access to certain platform features.
- We reserve the right to block access from IP addresses associated with suspicious activities.

**3. Location Verification:**

- Users may be required to verify their location through IP-based verification.
- Significant changes in IP location may trigger additional security checks.

**4. Security Measures:**

- Multiple failed login attempts from the same IP address may result in temporary account lockout.
- We may implement additional IP-based security measures without prior notice.

By using Nymph, you acknowledge and consent to these IP verification procedures as part of our security protocols.

# Content

## Ownership of Content on Nymph

- All rights to Nymph's platform, including its contents, features, databases, source code, and functionality, belong to us and/or our licensors, except for Content, which belongs to the Content Creators or is licensed by them.
- Such materials are protected by copyright and may also 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, which may be used by us for any purpose, including commercial, developmental, and research purposes.

## Pre-Moderation of Content

- 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.

## Customer Warranties Regarding Content

By posting, displaying, uploading, or submitting Content on Nymph, you make the following legally binding guarantees:

1. **Compliance:** Your Content fully complies with the Terms of Use, including our Acceptable Customers Policy.
2. **Ownership and Licensing:** You own, hold a valid license to, or otherwise control all rights to your Content.
3. **Third-Party Material:** If your Content includes third-party materials, you have obtained all necessary rights, licenses, consents, and releases for its use and subsequent use on Nymph.
4. **Consent of Depicted Persons:**

- You have obtained and maintain written consent from all persons depicted in your Content, covering:
  - Consent to be depicted in the Content.
  - Consent for public distribution and uploading to the platform.
  - Consent for download availability, if applicable.
- 5. **Identity Verification:** You verify the identity and age of all persons depicted in the Content to confirm they are adults and can provide supporting documents upon request.

Failure to meet these warranties may result in liability to us for any resulting damages, losses, or legal claims.

## Platform Liability Limitations

1. **No Ownership of Content Rights:** We do not grant rights to any Content created by Content Creators. Rights are granted solely by the Content Creator.
2. **Public Recognition:** Your Content may be viewed by individuals who recognize you or identify your personal information. We are not responsible for Customers identifying one another based on Content.
3. **Adult Content Warning:**
  - The platform may include adult content (e.g., sexual, erotic, or nude material) posted by Content Creators.
  - Access to such Content is restricted to individuals who have reached the age of majority in their country of residence.
4. **No Liability for Adult Content Access:** We are not responsible for losses or damages arising from access to adult content in violation of contracts or laws.
5. **Content Creator Responsibility:** All Content is created, selected, and posted by Content Creators. Moderators block Content that violates the Terms of Use or applicable laws.
6. **Respect for Intellectual Property:** Customers must respect third-party intellectual property rights and comply with applicable copyright laws.

7. **No Obligations to Follow Suggestions:** Customers are not obligated to follow suggestions, reviews, or comments from other users. Doing so is at their own risk.
8. **Public Data Availability:** All data, including Content posted by Customers, is publicly accessible. We are not responsible for third-party use of this data.
9. **Accuracy of Materials:** We do not guarantee the accuracy of materials on the platform or specific results from using them.
10. **Customer Responsibility for Technology:** You are solely responsible for setting up and maintaining the necessary technology, devices, and software to access Nymph.
11. **Antivirus Software:** You should use antivirus software. We are not responsible for technical errors, internet issues, or device/software failures resulting from using Nymph.
12. **Platform Safety:** While we strive to maintain a safe platform, we cannot guarantee that Nymph is free from errors, defects, or viruses.
13. **Account Security:** We are not responsible for losses resulting from compromised accounts, passwords, or email addresses.
14. **Content Use by Third Parties:** Once your Content is published, we cannot control how it is used by other Customers or third parties. Deleting your account will not prevent prior Content from being distributed.
15. **No Guarantees on Earnings:** We make no guarantees regarding the earnings of Content Creators or Referring Customers, including through the Nymph Referral Program.

## Intellectual Property Rights

### 1. Ownership of Your Content

- You retain ownership of all intellectual property rights in your Content.
- You confirm that you either hold all intellectual property rights in your Content or have obtained all necessary rights to grant licenses for your Content as required under these Terms of Use.

### 2. License Granted to Nymph

- By using Nymph, you 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.
- This license is solely for the purposes of operating Nymph and fulfilling the intent of the Terms of Use.

### 3. **Scope of the License**

- The license remains valid even after your agreement with Nymph ends and you stop using the platform.
- Nymph is not obligated to compensate you for any licenses granted under the Terms of Use.
- Nymph may sublicense or transfer the license to third parties.

### 4. **Examples of Use**

- The granted license allows us to perform actions such as:
  - Adding stickers, text, or watermarks to your Content.
  - Making your Content publicly available to other Nymph Customers.
  - Using your Content in common platform operations.

### 5. **Content Use in Business Transfers**

- We will never sell your Content to other platforms.
- However, we may sell or transfer the license you provide to us if our company or its assets are sold to a third party.

### 6. **Liability for Violations**

- We do not support illegal actions or violations of the rights of third parties or Content Creators.
- Customers who violate the Terms of Use may face liability under the Terms of Use as well as applicable court orders.

### 7. **Notifications of Copyright Infringement**



- While we did not create or own your Content, you acknowledge and agree that we have the right to send notifications related to copyright or trademark infringement on your behalf.
- These notifications may be directed to any third-party website or service hosting copies of your Content without your permission.
- We may also choose to withdraw such notifications at our discretion, even if we are not obligated to do so.

## **8. Customer Cooperation**

- You agree to provide all necessary consent and information reasonably required to support such notifications upon our request.

## **9. Complaints Policy**

- For details on how to report intellectual property rights infringements, please refer to our Complaints Policy.

# **Links to and from Nymph**

## **Links to Nymph**

### **1. Right to Post Links**

- You may mention and/or post links to Nymph on third-party resources, provided that:
  - You act honestly, lawfully, and in good faith.
  - You do not cause any direct or indirect damage to Nymph's reputation.
- You must not establish a link in a way that suggests any form of association, approval, or endorsement by Nymph unless explicitly agreed upon.

### **2. Compliance with Terms**

- When posting links or mentioning Nymph on third-party resources, you must:
  - Comply with our Terms of Use.

- Adhere to the terms and conditions of the third-party resource where the link is posted or your Content Creator account is promoted.

### **3. No Impersonation or Misrepresentation**

- You must not:
  - Impersonate Nymph or suggest that your Content Creator account is promoted by us if it is not.
  - Promote your Nymph account using advertising platforms or search engines (e.g., Google Ads) without our express permission.

### **4. Prohibited Representations**

- You have no right to link to or mention Nymph in a manner that implies Nymph's approval, support, or endorsement of the information or Content you post.
- You are fully responsible for adhering to the Terms of Use when posting links or mentioning Nymph on third-party resources.

## **Links from Nymph**

### **1. Third-Party Links**

- Nymph may include links to other websites or resources provided by third parties.
- These links are offered for your convenience only and do not constitute approval or endorsement by Nymph of the linked sites or their Content.

### **2. Limitation of Responsibility**

- Nymph does not control the Content of third-party websites or resources and is not responsible for any loss or damage arising from their use.
- Third-party links will be removed if they are found to contain content that violates applicable laws or our Terms of Use.

### **3. Access at Your Own Risk**

- If you choose to access third-party sites linked from Nymph, you do so entirely at your own risk and subject to the terms and conditions of the

respective third-party sites.

## Co-Authored Content

If you upload Content to your Content Creator account that depicts anyone other than yourself or in addition to yourself, even if the other person cannot be recognized or identified ("Co-Authored Content"), you must obtain prior written consent from each person depicted in the Co-Authored Content. This consent must include:

1. **Consent to Representation:** Agreement to be depicted in the Co-Authored Content.
2. **Consent to Public Distribution:** Permission for public distribution of the Co-Authored Content, uploading to the Platform, and/or transmission through the Platform's interactive functions.
3. **Consent for Earnings Distribution:** Agreement that the Content Creator uploading the Co-Authored Content has the right to receive payments on behalf of the third parties depicted in the Co-Authored Content, if the Content is available on a fee basis.

### Tagging and Identification

- If individuals depicted in the Co-Authored Content have Content Creator accounts on Nymph, you must tag their accounts in the Content.
- For individuals who can be identified from the Co-Authored Content, tagging their accounts is required.

### Verification of Individuals Depicted in Co-Authored Content

When hosting Co-Authored Content, you must ensure and confirm that each individual depicted:

1. Is either a registered Content Creator on Nymph, or
2. Is a consenting adult whose identity and age you have verified.

You agree to provide complete and accurate legal documentation and verification for all individuals appearing in the Co-Authored Content, if requested by us.

### Licenses and Consents

- You are solely responsible for obtaining all necessary licenses, consents, and permissions from individuals depicted in Co-Authored Content to upload and post such Content on the Platform.
- You must provide us with all requested documentation or information to confirm compliance with these requirements.

### **Actions for Non-Compliance**

If you fail to provide the requested documentation or information regarding Co-Authored Content, we reserve the right to:

- Delete the Co-Authored Content.
- Restrict or limit your rights to post as a Content Creator.
- Terminate your account and/or withhold any unpaid earnings.
- Take any other necessary action to protect the privacy or rights of individuals depicted in the Content.

### **Earnings from Co-Authored Content**

- Earnings from Co-Authored Content will be paid solely to the Content Creator's account that uploaded the Content.
- The Content Creator uploading the Co-Authored Content is solely responsible for distributing any earnings with the individuals depicted in the Content.
- Any revenue-sharing agreements between you and other individuals depicted in the Content are private agreements, independent of Nymph.
- Nymph is not responsible for facilitating, enforcing, or implementing such agreements.

### **Indemnification and Liability**

- By posting Co-Authored Content, you agree to exempt Nymph from any claims arising from the Co-Authored Content.
- All claims regarding Co-Authored Content must be directed to the Content Creator(s) who uploaded the Content or the individuals depicted within it, as

appropriate.

## **Advertising on Nymph**

If you post or upload Content to your Content Creator account for the direct or indirect promotion of goods, services, or third-party images in exchange for payment, other valuable remuneration, or for self-promotion, you must comply with the following requirements.

### **Prohibited Advertising Content**

Advertising Content must not:

- Promote cigarettes, tobacco products (including vaping products), smokeless and combustible tobacco products, synthetic nicotine products, or e-cigarettes.
- Promote illegal drugs or any prescription-only medicines.
- Advertise or facilitate illegal gambling activities.
- Advertise firearms or explosive weapons.
- Promote alcoholic beverages in a manner:
  - Aimed at minors.
  - Encouraging immoderate consumption.
- Directly or indirectly encourage discrimination on any grounds, including but not limited to:
  - Belief, nationality, ethnicity, religion, gender, race, political opinion, sexual orientation, social background, financial status, culture, language, age, or physical/mental disability.
- Violate human dignity.
- Encourage behavior harmful to health or safety.
- Encourage behavior that causes significant environmental harm.
- Cause physical, mental, or moral detriment to any individual.
- Directly encourage individuals to purchase or rent goods or services in a way that exploits their inexperience or trust.

- Directly encourage individuals to persuade others to purchase or rent goods or services.
- Unreasonably depict individuals in dangerous situations.

### **Advertising Disclosure**

- Any Advertising Content you post or upload must clearly declare that it contains advertising.
- This declaration must include the hashtag **#ad** in the caption of the Advertising Content before posting or uploading it.

## **Deletion of the Account**

### **1. Account Deletion Request**

- To delete your Nymph account, you can submit a request through the **"Settings"** section of your account on the Platform.

### **2. Deletion Process for Fans**

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

### **3. Deletion Process for Content Creators**

- If you are a Content Creator, your account will remain active until the last day of the paid Fan Subscription period.
- After receiving your final payment, your account will be deleted.

### **4. Deletion Process for Dual Roles (Fan and Content Creator)**

- If you are both a Fan and a Content Creator, your account will be deleted in two steps:
  - First, the Fan account will be deleted.
  - Then, the Content Creator account will be deleted after all subscriptions and payments have been resolved.

### **5. Post-Deletion Details**

- After your account is deleted:

- You will not be charged any additional amounts.
- You will lose access to your former account and its Content on the Platform.
- All active subscriptions will be permanently deleted and cannot be renewed.
- Upon successful account deletion, you will receive an email confirmation.

## 6. Content Handling Post-Deletion

- Once your account is deleted, we reserve the right to handle your Content in accordance with our Privacy Policy, which may include deletion of your Content.
- You will no longer have the right to access any of your previously uploaded Content.

# Disputes Resolution and Applicable Law

## 1. 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.

## 2. 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**.

### 3. 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.

## Payment Terms

### General Overview

#### 1. Fan and Content Creator Transactions

- All transactions between a Fan and a Content Creator are governed by the **Standard Agreement between Fan and Content Creator** ("Agreement").
- Payments for Subscriptions, Tips, and other transactions are made in accordance with this Agreement.
- Nymph provides the platform functionality to facilitate these payments but is not a party to the Agreement and assumes no liability for obligations between Fans and Content Creators.

#### 2. Content Creator Pricing

- Content Creators set pricing for Fan/Content Creator Transactions within Nymph's pricing parameters.
- All prices on the Platform are displayed in **USDN** (internal currency on the Nymph Club platform equivalent to 1 dollar).

#### 3. VAT and Additional Fees



- Prices displayed do not include VAT, which is calculated based on the payer's location in accordance with applicable law.
- Financial institutions (e.g., card issuers) may impose additional fees, such as currency conversion charges. Nymph is not responsible for such fees.

## Wallet and Payments

### 1. Topping Up the Wallet

- Payments on the Platform are made through the Wallet, which is displayed in USDN.
- To top up your Wallet, you must add a payment card to your account.
- A commission may be charged by the payment provider when topping up, as displayed on the invoice. Nymph does not control these commission rates.

### 2. Payment Consent

- By topping up your Wallet, you consent to Nymph sharing your payment card details with third-party payment providers for processing payments or Wallet replenishments.

### 3. Payment Currency

- Payments are charged in USD or EURO. Your payment card provider may apply currency conversion fees, for which Nymph is not responsible.

### 4. Recurring and Immediate Payments

- Subscription payments (recurring) and tips (immediate) are charged from your Wallet balance or linked payment card.
- Subscriptions automatically renew unless:
  - Your Wallet has insufficient funds.
  - You disable the **Auto-Renewal** feature.
- If you cancel a Subscription, you will retain access to the Content Creator's content until the end of the current subscription period.

# Refund and Chargeback Policy

## General Conditions

- Refunds are available only under specific conditions outlined in this policy.
- Refunds will not be issued for content dissatisfaction unless the content is proven to be defective, misleading, or inaccessible.

## Eligibility for Refund

You may be eligible for a refund under the following circumstances:

1. **Unauthorized Transactions:** If a payment was made without your authorization.
2. **Technical Issues:** If you paid for content that was not delivered or is inaccessible due to technical problems verified by our support team.
3. **Error in Billing:** If you were overcharged due to a billing system error.

## Refund Request Process

To request a refund, follow these steps:

1. Submit a refund request via our **Billing Support** section within **14 days** of the transaction.
2. Provide the following details:
  - Transaction ID
  - Date of payment
  - Reason for requesting the refund
3. Our team will review your request within **7 business days** and notify you of the outcome.

## Non-Refundable Cases

Refunds will not be issued in these cases:

- If the content was successfully accessed or downloaded.
- If the claim is submitted after 14 days from the transaction date.
- If the refund request violates our **Terms of Use**.

## **Chargeback Policy**

### **Understanding Chargebacks**

A chargeback is a transaction reversal initiated by your bank or payment provider to protect you from fraudulent or unauthorized transactions.

### **Prohibited Chargebacks**

Users must not initiate chargebacks for legitimate transactions that comply with this policy. Unauthorized chargebacks may result in:

- Suspension or termination of your account.
- Permanent ban from using Nymph.Club.

### **Resolving Disputes**

Before initiating a chargeback, please contact us first. Most disputes can be resolved amicably through our support team.

### **Consequences of Fraudulent Chargebacks**

Fraudulent or false chargeback claims may lead to legal action under applicable laws in the EU and US.

### **EU Consumer Rights**

Under EU consumer law, users have the right to request a refund for digital content that is defective, not delivered, or does not match its description. However:

- Refunds for digital content that has already been accessed may not be granted unless the content is faulty.
- The 14-day "cooling-off" period does not apply to digital content that has been downloaded or streamed with your consent.

### **US Consumer Protections**

US consumers are protected under the Fair Credit Billing Act (FCBA) for unauthorized transactions. Nymph.Club will cooperate with applicable laws to ensure compliance. However:

- Refunds for dissatisfaction are not guaranteed unless the content violates our quality standards or policies.

- Any unauthorized transactions must be reported within **60 days** of the transaction date to remain eligible for resolution.

## Contact Us

If you have questions about this policy or wish to submit a refund request, please contact:

- **Billing Support:**

<https://support.ccbill.com/>

<https://www.vtsup.com/>

<https://epoch.com/>

- **General Support:** [Contact](#)

# Nymph Club Fees and Content Creator Earnings

## 1. Platform Fees

- Nymph Club charges a **20% fee** on all Fan Payments (excluding VAT). The remaining **80%** constitutes "Content Creator Earnings."
- The Nymph Fee includes costs related to platform maintenance, operations, and content storage.
- Nymph reserves the right to modify the fee rate at its discretion without prior notice or compensation.

## 2. Withdrawal of Earnings

- Content Creator Earnings become available for withdrawal as soon as they appear in the Wallet section of the Content Creator's account.
- Withdrawals can be made to an external personal account or digital wallet, provided valid payment credentials are supplied.
- Nymph is not responsible for additional fees or currency exchange rates charged by third-party institutions during withdrawals.

### 3. Withholding of Earnings

- Nymph reserves the right to withhold Content Creator Earnings under the following circumstances:
  - If there is a serious or repeated breach of the Terms of Use.
  - If the Content Creator threatens or attempts actions that could cause significant harm to Nymph or its Customers.
  - If Earnings are suspected to have resulted from illegal activity by the Content Creator or Fan. Earnings may be withheld for the duration of an investigation.

### Important Notes

- Nymph is not an agent, payment agent, or intermediary responsible for making tax or mandatory payments on behalf of Content Creators.
- All transactions, including Fan Payments and Content Creator Earnings, are conducted in USDN.

## Tax Compliance

### 1. Advisory to Customers

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

### 2. Customer Obligations

- As a Customer using Nymph, you are responsible for:
  - Reporting all payments received through Nymph to the relevant tax authority in your jurisdiction, as required by law.
  - Adhering to all applicable Tax laws and regulations while using the platform.

### 3. Nymph's Role in Tax Matters

- Nymph is **not** an agent, paying agent, or tax agent for Customers.

- We do not represent Customers to third parties, except when explicitly required by law or platform policies.

#### **4. Customer Responsibility for Taxes**

- You are solely responsible for managing your tax obligations, which include:
  - Reporting and paying necessary taxes on payments made or received through the platform.
  - Meeting any registration requirements in your jurisdiction related to the use of the platform.
  - Fulfilling other public obligations connected to your activity on Nymph.

#### **5. Limitations of Nymph's Liability**

- Neither Nymph nor its subsidiaries:
  - Provide Tax advice to Customers.
  - Assume liability for any general information on Tax matters provided on the platform.
  - Will be held responsible for any Tax non-payment or non-compliance by Customers.

#### **Acceptable Customers Policy**

This policy outlines permissible and prohibited activities on the Nymph platform. All Customers must adhere to these guidelines to maintain a safe and lawful environment.

## **General Guidelines**

### **1. Prohibited Illegal Activities:**

- Any illegal activity, including those violating Visa, Mastercard, or other payment system standards, is strictly prohibited.

### **2. Personal Use Only:**

- The platform is for personal use only.
- You may not sell, rent, transfer, or share your account or any Content obtained from Nymph with others.

### **3. Lawful Use:**

- Use Nymph in a lawful manner and only for legitimate purposes.

## **Content Restrictions**

### **1. Prohibited Content:**

- Do not post Content that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening, harassing, or that encourages violence or illegal activities.

### **2. Protection of Minors:**

- Do not exploit, harm, or attempt to harm individuals under 18 years old.

### **3. Restricted Content Involving Minors:**

- Do not post Content with individuals under 18 years old unless written documentation confirms they are at least 18 and consent to their inclusion.

### **4. Prohibited Content Categories:**

- The following Content types are strictly forbidden:
  - 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 locations where recording is illegal.

- Child pornography or depictions/descriptions of individuals under 18 years old.
  - If using the term “teen,” it must be clearly stated that models are 18 or 19 years old.
- Non-consensual or forced sexual activity.
  - Includes scenarios involving intoxicated, unconscious, or otherwise incapacitated individuals.
- Depictions of bestiality or sexual acts involving animals, non-human creatures, or mythological beings.
- Hate crimes, injuries, or mutilation.
- Extreme violence, sexual violence, or pain.
- Blood (including menstruation).
- Scatological references or depictions.
- Background individuals who have not consented to appear in the Content.
- Depictions of alcoholic beverages, illegal substances, or animals.

#### **5. Misleading Content:**

- Do not create Content intended to deceive or mislead other Customers.

## **Respect for Others**

#### **1. Intellectual Property:**

- Respect the intellectual property rights of Content Creators.
- Do not distribute or share their Content without authorization.

#### **2. Impersonation:**

- Do not impersonate individuals or entities, or violate their rights.

#### **1. False Information:**

- Provide accurate account registration information.



- Do not use unauthorized information or Content.

### **Platform Integrity**

#### **Child Exploitation and Non-Consensual Content:**

- Do not promote, market, or allow search terms suggesting child exploitation or non-consensual activities.

#### **Spam and Low-Quality Content:**

- Do not post spam, repetitive, or inauthentic Content.

#### **Live Streaming:**

- Do not present pre-recorded Content as live or use deceptive methods in live streams.

#### **Coded Communication:**

- Do not use coded language or alternative methods to convey prohibited Content.

#### **Content Use:**

- Do not reproduce, distribute, modify, display, or perform Content except as permitted by the Terms of Use.

#### **Malicious Software:**

- Do not introduce harmful software or materials into Content.

#### **System Integrity:**

- Do not use Nymph in ways that harm its systems, security, or other Customers' experiences.

#### **Automated Access:**

- Do not use automated tools to access or collect Content or information from the platform.

#### **Consequences of Breaching this Policy**

- Breach of this policy may result in:
  1. **Account Suspension or Termination:** Your account may be suspended or permanently terminated.

2. **Revocation of Earnings:** As a Content Creator, your Earnings may be revoked as outlined in the Terms of Use.
3. **Legal Proceedings:** Violations of the provisions may lead to legal action against you.

## Referral Program Terms and Conditions

The following terms and conditions govern participation in the Nymph Referral Program. By participating, you agree to abide by these terms.

### Legal Right to Cancel

- Under Regulation 3 of the **Trading Scheme Regulations 1997 (as amended)** and Section 120(1) of the **Fair Trading Act 1973**, you have the legal right to cancel your participation in this program within **14 days** of signing up.

### Eligibility

#### 1. Active Account Requirement:

- Only active Customers with valid Nymph accounts are eligible to participate.
- Suspended, terminated, or deleted accounts are not eligible for the Referral Program.

#### 2. Unique Referral Links:

- Each Customer is assigned a unique referral link.
- You must not impersonate Nymph or mislead others about your referral link's association with Nymph.

#### 3. Prohibited Promotion Methods:

- Use of platforms like Google Ads or similar services to promote your referral link is strictly prohibited.
- You may be required to disclose your sharing methods in the **Bio/Website** field of your Nymph account.

### Referral Payments

## 1. **Conditions for Earning Referral Payments:**

- Payments are made only when someone registers with Nymph using your unique referral link.
- Referral payments are **not issued** for:
  - Referred Content Creators who are current or past Nymph Customers.
  - Earnings from additional accounts created by the same Referred Content Creator.
  - Referred Content Creators owned, operated, or in a commercial relationship with you.

## 2. **Revenue Sharing:**

- Referring Customers will earn **7% of the Fan Payments** generated by their Referred Content Creator for **12 months** following registration.

## 3. **Payment Schedule:**

- Referral payments for Fan Payments made within a calendar month are transferred on or around the **first day of the subsequent month**.

## 4. **Accuracy and Recovery:**

- Incorrect referral payments may be recovered from the recipient.

## **Verification and Transparency**

### 1. **Information Requests:**

- Nymph may require identification and other relevant information from you or the Referred Content Creator to verify referral payments.
- Failure to provide the requested information may result in nonpayment.

### 2. **Misrepresentation Prohibited:**

- You must not misrepresent Nymph, its services, programs, or potential earnings.
- Avoid making false claims about potential Fan numbers or income.

## **Withholding Referral Payments**

Nymph reserves the right to withhold referral payments under the following circumstances:

**1. Policy Violations:**

- If you seriously or repeatedly violate any aspect of the Terms of Use.

**2. Threatened or Attempted Breaches:**

- If you attempt or threaten actions that could harm Nymph or its Customers.

**3. Unlawful or Fraudulent Activities:**

- If referral payments are suspected to result from unlawful or fraudulent activities by you, the Fan, or the Referred Content Creator.
- Payments may be withheld during the investigation of such activities.

**4. Secured or Encumbered Payments:**

- If payments are encumbered, pledged, or subject to a lien, Nymph is not obligated to pay referral payments to lienholders.

**5. Loss Offset:**

- If your breach causes financial loss to Nymph, withheld referral payments may be offset against those losses.

**6. Partial Payment:**

- If payments are withheld for reasons unrelated to breaches or unlawful activities, Nymph may pay the portion not associated with such issues.

**Important Warnings**

**1. Illegal Practices Prohibited:**

- Under Regulation 3 of the **Trading Scheme Regulations 1997 (as amended)** and Section 120(1) of the **Fair Trading Act 1973**, it is illegal to coerce anyone into making payments by promising benefits from recruiting others.

**2. Earnings Disclaimer:**

- Avoid claims suggesting substantial earnings can be effortlessly achieved through the Referral Program.

# Complaints Policy

This Complaints Policy forms an integral part of your agreement with Nymph if you are a Customer. All defined terms in this Complaints Policy carry the same meanings as those in the Terms of Use. Regardless of your Customer status, you may use this policy to file complaints regarding the Platform.

## How to Make a Complaint

To file a complaint concerning any aspect of Nymph, please email [support@nymph.club](mailto:support@nymph.club). Provide the following details:

- Subject of the complaint.
- Your name, address, and contact details.
- A detailed description of your complaint.
- If the complaint pertains to specific Content, include the **URL** of the Content in question.

## Resolution of the Issue

### 1. Complaint Review Process:

- Upon receipt of your complaint, we will promptly review the matter.
- Complaints concerning **non-consensual use of images** or **illegal content** will be reviewed and resolved within **24 hours**.
- All other complaints will be reviewed and resolved within **7 days**.

### 2. Verification Requirement:

- Nymph may request **video verification** from the person filing the complaint.
- Refusal to undergo verification grants us the right to reject the complaint.

### 3. Actions Taken:

- If the Content is found to be unlawful, non-consensual, or in breach of our Terms of Use, we will promptly remove it.
- While we are not obligated to inform you of the outcome, we may notify you via email or a Platform notification.

## Disputes Concerning Non-Consensual Content

- Any disputes about our determination regarding **non-consensual Content** will be referred to a court, as outlined in the section "**Disputes Resolution and Applicable Law**" of the Terms of Use.

## Handling Copyright Infringement Complaints

- Complaints related to **copyright infringement** will be addressed according to applicable intellectual property laws and our internal policies.

## Unjustified or Abusive Complaints

- As a Nymph Customer, you warrant that all complaints filed under this policy are not **wholly unjustified, abusive**, or made in **bad faith**.
- Breaching this warranty may result in **suspension** or **termination** of your account.

## Complaints Related to Nymph Operations

### 1. Platform Issues:

- If you have complaints about technical issues, alleged non-compliance by us, or actions directly related to Nymph, email [support@nymph.club](mailto:support@nymph.club).

### 2. Review and Follow-Up:

- We will assess your complaint and may request additional information or documents to resolve the matter effectively.
- Complaints will be processed within a **reasonable timeframe**, considering their significance and complexity.

### 3. Outcome Communication:

- We will notify you of the resolution via email or Platform notification in clear and understandable language.

## Mediation

### 1. Access to Mediation:

- If unresolved through our internal complaint process, you may access a mediation service via [CEDR Mediation](#).

- Both parties agree to act in good faith during mediation.

## 2. Legal Proceedings:

- Mediation does not waive your or our rights to pursue legal action before, during, or after the mediation process.
- You are responsible for all mediation costs.

## Appeals to Court

### 1. Right to File an Appeal:

- If dissatisfied with the mediation outcome, you may file an appeal in court under the section "**Disputes Resolution and Applicable Law**" of the Terms of Use.

### 2. Legal Costs:

- You agree to bear all legal expenses associated with court proceedings.

### 3. Binding Decision:

- Court decisions are **final and binding** and cannot be reviewed on the merits by any other authority.

# Internal Audit

Nymph maintains rigorous internal audit procedures to ensure platform integrity and user safety through comprehensive verification processes.

### 1. Creator Verification Process:

- All creators must complete a **multi-step verification process** before being approved to post content.
- Identity verification includes government-issued ID validation and biometric checks.
- Regular re-verification may be required to maintain creator status.

### 2. Content Review Standards:

- All uploaded content undergoes pre-moderation and **automated screening** for compliance with platform policies.

- Manual reviews are conducted for flagged content or random quality assurance checks.
- Content that fails to meet our standards is immediately removed.

### **3. Audit Documentation:**

- Detailed records of all verification processes are maintained.
- Documentation includes verification timestamps, reviewer details, and decision rationale.
- Records are stored securely and in compliance with data protection regulations.

### **4. Regular Compliance Reviews:**

- Internal audits of verification processes are conducted quarterly.
- Verification procedures are updated based on audit findings and emerging requirements.
- Compliance reports are generated and reviewed by management.

All verification and audit processes are subject to continuous improvement and may be modified to enhance platform security and user safety.