



Terms and Conditions of use of the www.thequeerly.com website

by the Content Creators

I. General provisions. Intellectual Property

The services available on the platform www.thequeerly.com are offered by **NAUGHTY NETWORKS S.R.L.**, with headquarters in Alba Iulia, Mihail Kogalniceanu Street, No. 29, Stairway B, Apartment 24, Alba County, registered at the Trade Register with no. J1/53/2024, with UIC 49429391 (hereinafter referred to as "*the Company*" or "*Naughty Networks*").

By accessing, browsing and registering on www.thequeerly.com (hereinafter referred to as "TheQueerly"), by creating a content creator account, you have read, understood and fully agree to the Terms below, as a Content Creator (hereinafter referred to as "Creator").

Naughty Networks reserves the right to make changes to the content of this site, as well as to these Terms and Conditions. In this respect, *Naughty Networks* will inform the Creator of any modification to the Terms and Conditions and will ask the Creator to accept the new version of the Terms and Conditions in order to access the Creator's account, opened on www.thequeerly.com.

The platform and all content (with the exception of the Creator's Content, which owns the intellectual property rights thereto, assigning to *Naughty Networks* the exclusive right to use the Content for display on the online platform TheQueerly) including, but not limited to, static images, dynamic images, text and/or multimedia content presented on the Site are the exclusive property of *Naughty Networks*.

Naughty Networks reserves the right to apply watermarks to the content published by the Creator in order to protect the content and promote the Company's brand.

Naughty Networks benefits from all intellectual property rights, regardless of their nature on the elements and content published on the site (copyright and related rights, intellectual and industrial property rights).

Without the express consent of *Naughty Networks*, you are **not** allowed to:

- copy;



- distribute;
- publishate;
- transfer;
- modify and/or alter;
- use;
- display and/or include any content in any context other than the original context intended by *Naughty Networks*;
- remove of the marks signifying our copyright in any elements of the Platform;
- participate in the transfer, sale, or distribution of any materials made by reproducing, modifying or displaying content on TheQueerly Platform.

Any Content to which you have and/or obtain access by any means is subject to the Document unless the Content is accompanied by a specific and valid user agreement between you and *Naughty Networks*.

If you are granted the right to use content in the form described in a separate user agreement, that right extends solely to that content, to the extent and for the duration of that agreement.

The name „thequeerly“, its associated logos and symbols, as well as combinations thereof with any word, graphic symbol or any other form, used on the Site, are the exclusive property of *Naughty Networks*. They may not be used in any way without our prior written consent.

Any use of the Content for purposes other than those expressly permitted by the Document or the accompanying user agreement, if any, is prohibited. The Content Creator shall be liable for any intellectual property damage caused to the Site, the Content, or to any third party with whom *Naughty Networks* has entered into contracts, in accordance with applicable law.

II. Definitions

For a proper interpretation of the Terms and Conditions of use of the website www.thequeerly.com by the Creators, as well as the rights and obligations arising from their acceptance, the following terms shall have the meanings below:



- **"Website"**, **"Online Platform"**, **"TheQueerly"** or **"Site"** - the www.thequeerly.com platform, owned by Naughty Networks S.R.L.;
- **"Document"** - these Terms and Conditions;
- **"Creator Content"** - any material uploaded to TheQueerly by any Content Creator, including any photos, videos, audio (e.g., music), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emoji, GIFs and any other material or information on the Site that can be visited, viewed or accessed through the use of digital equipment;
- **"Creator"**, **"Content Creator"** - a natural person who has registered on TheQueerly, subject to prior verification of his/her identity by *Naughty Networks*, and who may post digital content under a pay wall, pay-per-view etc., operating under a form of organization provided by law (for example: authorized individual (PFA) and its equivalents, limited liability company, joint stock company, etc.);
- **"Fan"** or **"Subscriber"** means an individual user who follows a Creator and who can view the digital Content published by the Creator for a fee;
- **"Fan Payment"** means the amount paid by the Fan to *Naughty Networks*, through TheQueerly, determined by each Content Creator by announcing it at the level of its own account, plus the Transaction processing fee;
- **"FIL Fee"** means the commission *Naughty Networks* retains in its capacity as intermediary and which is, as a general rule, in the amount of 15%;
- **"Actual Revenue Earned by the Creator"** means the amount resulting from subtracting from the Fan Payment (payment made by Fan for viewing content published by the Creator) determined by each individual Creator, made through TheQueerly, the FIL Fee (*Naughty Networks'* commission charged as an intermediary) and any applicable fees applicable to the Fan Payment. The Content Creator Account will be replenished by *Naughty Networks* on a monthly basis, by crediting the Creator's actual revenue on the first day of the calendar month;
- **"Fan/Creator Transaction"** means any transaction between a Fan and a Creator on TheQueerly that grants access to the Creator Content, including in any of the following ways:



- In the form of a Subscription;
 - In the form of payments made by a Fan to view a Creator's pay-per-view Content;
 - Fan's use of the fan interaction feature of a Creator's account.
- **"Standard Fan/Creator Contract"** - the terms and conditions governing each transaction between a Fan and a Creator through the Online Platform, which are available in this Document;
 - **"Subscription"** - an agreement whereby, in exchange for an amount set by the Creator, a Fan accesses content published by a Creator, either for a period of one month or as part of a package for a longer period;
 - **"User"** - any person accessing the Platform, whether a Creator or a Fan, or both;
 - **"Referral User"** - a User who participates in TheQueerly Referral Program;
 - **"Referral Program"** - the situation where a User refers a Content Creator on the Platform, and as a result of the referral the User may receive 5% of the actual revenue earned by the referred Creator within the first 12 months of the referral.

III. General Policy

This Document sets out the Terms and Conditions of use of the Site by the Content Creators, if they do not have another valid user agreement between *Naughty Networks* and them.

Thus, please read this Document carefully.

- III.1. Using, including but not limited to accessing, visiting, viewing the Site implies your express agreement to these Terms and Conditions, unless between *Naughty Networks* and you there are conditions of use distinctly formulated.
- III.2. The www.thequeerly.com website is dedicated to the LGBTQ+ community, being a social network for members of this community (Content Creators and Fans) and, at the same time, an application service that allows Creators to upload photos and videos to their profile and set prices for accessing that content, and Fans to pay to access that content.
- III.3. The www.thequeerly.com platform contains only adult-oriented content and is **not** intended for minors.



- III.4. Only adults who are at least 18 years of age or who have reached the age of majority in their country of residence can access TheQueerly by creating a Content Creator account. If you do not meet these age requirements, you should not access TheQueerly or initiate the creation of a Content Creator account. The Company prohibits anyone who does not meet these age requirements from accessing Thequeerly or creating a Content Creator account.
- III.5. The www.thequeerly.com platform allows Fans to purchase access to content or other services offered by Creators.
- III.6. All transactions and interactions between Fans and Creators are facilitated by *Naughty Networks*, as an intermediary, and may be conducted exclusively through the Online Platform. Any transaction between Content Creator and Fan outside the Online Platform is prohibited. If *Naughty Networks* becomes aware of any transactions between Fans and Creators outside TheQueerly Site, it reserves the right to close the Content Creator's account and to refuse any attempt by the Content Creator to create another account on the Online Platform, without such Content Creator being able to claim from *Naughty Networks* any damages suffered as a result of the closure of its account.
- III.7. Whenever a Fan/Creator transaction is initiated on TheQueerly, the Standard Agreement between the Fan and the Creator will apply, to the exclusion of any other terms that the Fan or the Creator may propose. The Standard Contract will legally bind the Fan and the Creator participating in the Fan/Creator Transaction.
- III.8. By entering into a Fan/Creator Transaction, the Fan agrees to pay the Fan Payment applicable to the Fan/Creator Transaction, in accordance with the price published in the Creator's account plus any applicable fees.
- III.9. The Fan and the Creator participating in the Fan/Creator Transaction authorize *Naughty Networks* or any of its subsidiaries to act as payment intermediary, to collect, retain and process the Fan Payment and any applicable processing fees, to deduct the FIL Fee and to pay amounts due to Creators and, if applicable, Referring Users, as described in TheQueerly Terms and Conditions.
- III.10. The Creators are solely responsible for determining, within the pricing parameters of the Website, the prices applicable to accessing their Content and interactions with Fans, as



well as the Content that a Fan may access or purchase, but subject to the conditions and limitations set forth in these Terms and Conditions.

III.11. In order to enter into the Fan/Creator Transaction, the User authorizes *Naughty Networks* and third-party payment providers to process the Fan payment.

III.12. All fees for the Services are in EUR, payments will be charged in EUR and do not include VAT. However, a transaction processing fee of 19% is applied on the fees charged by TheQueerly platform.

III.13. The payment service provider will take over:

- a. periodic payments from the Fan's payment card in the case of Subscriptions;
- b. immediate payments from the Fan's payment card, in the case of other content purchases not covered by a Subscription (including tips offered to a Creator).

IV. Content Creator account configuration

IV.1. In order to set up the Content Creator account, you must upload on the user account page a valid identity document (identity card, passport or driver's license) and two front - back photos, according to the requirements set out in this Document.

IV.2. Subsequently, at the Creator account level, you will need to add a bank account and its related details, as well as the chosen payment method - by selecting one of the available methods provided by *Naughty Networks*. The selected method will transfer the actual revenue earned by the Creator. These methods are called Payment Options.

IV.3. Also, in order to set up your Creator Account, you may be required to submit additional information in addition to the information mentioned in this Document, which varies depending on the country in which you live and which will be requested by *Naughty Networks*.

IV.4. *Naughty Networks* may at any time request additional information and/or documentation from you to verify the age or identity of the Content Creator.

IV.5. *Naughty Networks* may reject your request to create a Content Creator account when it determines that you do not meet all of the registration requirements.

IV.6. Once the Creator account has been set up, and if you wish to charge Fans a monthly subscription fee, you will need to set the subscription price within the range allowed by



Naughty Networks. You will then be able to start adding content and users will be able to subscribe to the Creator account to become Fans.

- IV.7. If you lose access to the Creator account, you can reset your password. To do this, you will need to know the e-mail address you used when you registered for the Creator account. If you do not remember the e-mail address you used, *Naughty Networks* may ask you to provide identification documents, photographs, and any other additional evidence that we deem necessary to prove your identity.

V. Legal responsibility of the Creators

- V.1. Only natural persons can be Content Creators on the website www.thequeerly.com, operating in a form of organization permitted by law (e.g.: PFA, company etc.).
- V.2. Each Content Creator is bound by these Terms and Conditions.
- V.3. It is not allowed to upload Content created with the help of artificial intelligence (AI).
- V.4. The Content Creator is the owner of the intellectual property rights on the Content created by him/her and displayed on TheQueerly. The Content Creator assigns to *Naughty Networks* the right to use the Content by displaying it on the Online Platform. By accepting the Terms and Conditions, you grant us a perpetual, irrevocable, non-exclusive, sublicensable, perpetual license, unlimited in time and space for the following purposes:
- a) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display that Content (including for the promotion and redistribution of any part of the Site and derivative works thereof) in any form, format, medium or media channel now known or hereafter developed or discovered; and
 - b) to use the name, identity, likeness, and voice (or other biographical information) that you provide with that Content.
- V.5. *Naughty Networks* may use your name, image, biography, trademarks, logos and other identifiers used by you in your Creator Account profile to display these properties to the public (Fans) or the audience you have specified. You may revoke the previous license by deleting the Creator Account. *Naughty Networks* may identify public profiles in its marketing and promotional materials.



- V.6. The Content Creator is solely responsible for any Content that it posts on TheQueerly and retains full responsibility for such Content, including its legality, reliability, accuracy and appropriateness. We are not responsible to any person for the content or accuracy of any Content posted by you or any other User. We use reasonable security measures to attempt to protect the Content from unauthorized copying and distribution. However, we do not guarantee that no unauthorized copying, use or distribution of the Content will not occur. We make no warranties, guarantees, conditions, or assurances that the security measures implemented by *Naughty Networks* will withstand attempts to circumvent security mechanisms or that there will be no breaches, disabling, or other circumvention of these security measures. We will not be liable to the Creator for any unauthorized copying, use or distribution of its Content by third parties and, to the fullest extent permitted by law, you hereby waive any and all claims you may have against us for any such unauthorized copying or use of the Content, under any equitable or legal provision.
- V.7. The Content Creator will not use TheQueerly to stalk, intimidate, bully, abuse, harass, threaten or intimidate another person.
- V.8. The Content Creator will not use TheQueerly to engage in deceptive behavior or behavior that is likely to mislead or deceive any other user or Fan.
- V.9. The Content Creator will respect the intellectual property rights of other Content Creators, including by not recording, reproducing, sharing, publicly communicating or otherwise distributing their Content without authorization.
- V.10. The following obligations also apply to the Content Creator:
- a) Do not take any action that violates our rights or the rights of others, including intellectual property rights (examples: copyrights, trademarks, confidential information and goodwill), rights of the individual, unfair competition, privacy, confidentiality and data protection rights;
 - b) Do not impersonate us, one of our employees, another User or any other person or company and do not falsely state or imply any affiliation, endorsement, sponsorship between you and us or any other person or company;
 - c) Do not provide false account registration information or make unauthorized use of anyone else's information or Content;



- d) Do not post or cause to be posted any Content that is spam, that has the intent or effect of artificially increasing the number of views or interactions of any Creator, or that is otherwise inauthentic, repetitive, misleading or of poor quality;
 - e) Do not transmit, stream or otherwise send any pre-recorded audio or video material during a live stream and do not otherwise attempt to pass the recorded material off as a live stream;
 - f) Do not use any other means or methods (e.g., the use of code words or signals) to communicate anything that violates this Document;
 - g) Do not reproduce, print, distribute, share, attempt to download, modify, create derivative works from, publicly display, publicly perform, republish, download, store or transmit any content from the online platform;
 - h) Do not knowingly introduce viruses, Trojan horses, worms, logic bombs or other materials into the Content that are or may be malicious or technical;
 - i) Do not decompile, disassemble, reverse engineer or otherwise attempt to discover or obtain the source code of TheQueerly;
 - j) Do not use TheQueerly in a manner that could adversely affect our systems or security or interfere with any other user's use of TheQueerly, including their ability to engage in real-time activities through TheQueerly;
 - k) Do not use any automated program, tool or process (such as web crawlers, robots, spiders and automated scripts) to access TheQueerly or any server, network or system associated with TheQueerly or to extract, harvest, collect, harvest or gather content or information from TheQueerly;
 - l) Do not use TheQueerly's name, logo, or any related or similar names, logos, product and service names, designs or slogans, except in the limited ways that are expressly permitted in the Document or with our prior written consent.
- V.11. The Creator understands and agrees that the Creator is solely responsible for declaring the income realized through TheQueerly and paying the taxes and duties resulting from the income earned, *Naughty Networks* being under no obligation to declare or bear any taxes or receipts resulting from the Creator's activity on the Online Platform for the Creator.



- V.12. If the Content Creator has an agent, management company or other third party assisting the Content Creator in the operation of the Creator's account registered on the Platform, this does not affect the personal legal liability of the Content Creator.
- V.13. The Creator is also bound by the following obligations:
- a) Not to use TheQueerly except for personal use and not to sell, rent, lease, transfer or share the Creator Account or any content obtained from the use of TheQueerly to or with anyone else;
 - b) Use TheQueerly only in a lawful manner and for a lawful purpose;
 - c) Not to upload, post, access on TheQueerly Content that is unlawful, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or that encourages or promotes violence or any illegal activity;
 - d) Not to use TheQueerly in any way that would exploit, harm or attempt to exploit or harm any person under the age of 18, for example by exposing them to inappropriate Content.
- V.14. This Document establishes the relationship between *Naughty Networks* and the Content Creator, and not the relationship with any other third parties that may be involved in the activity of the Content Creator. Accordingly, the Content Creator is legally responsible for ensuring that the use of the Creator's account and all content posted complies with the Terms of Use.

VI. Fan/Creator Transactions

- VI.1 Whenever a Fan/Creator transaction is initiated on TheQueerly, the Standard Contract between the Fan and the Creator will apply, to the exclusion of any other terms that the Fan or the Creator may propose. The Standard Contract will legally bind the Fan and the Creator participating in the Fan/Creator Transaction.
- VI.2 Content Creators will receive from *Naughty Networks* 85% of the Payment made by Fans (Fan Payment) to *Naughty Networks*, representing the actual revenue earned by the Creator, as defined above, calculated by subtracting the applicable processing fee and FIL Fee (*Naughty Networks'* commission) from the Fan Payment.



- VI.3 Depending on the performance of the Content Creator, the actual revenue earned by the Creator may increase above 85% (up to an upper limit of 95%), according to the following rules and under the following conditions:
- a. In relation to the number of new active subscribers accumulated in the previous month, respectively:
 - i. by 1% for the accumulation of 50 new subscribers;
 - ii. by 2% for the accumulation of 100 new subscribers;
 - iii. by 3% for the accumulation of 150 new subscribers;
 - iv. by 4% for the accumulation of 200 new subscribers;
 - v. by 5% for the accumulation of 250 new subscribers;
 - vi. by 6% for the accumulation of 300 new subscribers;
 - vii. by 7% for the accumulation of 350 new subscribers;
 - viii. by 8% for the accumulation of 400 new subscribers;
 - ix. by 9% for the accumulation of 450 new subscribers;
 - x. by 10% for the accumulation of 500 new subscribers.
- VI.4 The percentage markup on the actual revenue earned by the Content Creator is subject to change at any time.
- VI.5 TheQueerly Platform acts as an intermediary between the Fan and the Creator and will retain, as a rule, 15% of the payments received from Fans through the Website, as well as any applicable transaction fees.
- VI.6 Although *Naughty Networks* facilitates Fan/Creator Transactions by providing the www.thequeerly.com platform, the Company is not a party to any agreement between Fan and Creator or any other contract that may exist between them entered into outside of the online Platform.
- VI.7 By entering into a Fan/Creator Transaction, the Fan agrees to pay the Fan Payment applicable to the Fan/Creator Transaction, in accordance with the price published in the Creator's account, plus any applicable fees. The Creator and the Fan participating in the



Fan/Creator Transaction authorize *Naughty Networks* or any of its subsidiaries to act as a payment intermediary, to collect, retain and process the Fan Payment and any applicable fees, to deduct the FIL Fee and to pay amounts due to Creators and, if applicable, Referring Users as described in TheQueerly Terms and Conditions.

- VI.8 Upon receiving confirmation from *Naughty Networks* that the Fan/Creator Transaction has been confirmed, the Creator must perform the obligations it has undertaken in the Transaction (e.g., allowing the Fan to view the Content on the Creator account, providing personalized Content paid for by the Fan, allowing the Fan to use the paid fan interaction feature, etc.).
- VI.9 The Creator understands and agrees that, upon confirmation of the Fan/Creator Transaction, the Creator may be liable to *Naughty Networks* for damages as a result of the breach of the obligations under the Standard Agreement, which damages will be quantified on a case-by-case basis.
- VI.10 As a general rule, all transactions, including purchases and Creator Account fees, are considered final and are not subject to refunds. However, *Naughty Networks* reserves the right to review and possibly grant refunds in certain circumstances. In the event there are any uncertainties or questions about obtaining a refund, we encourage you to contact us directly at info@thequeerly.com.

VII. General rules regarding content published by the Creator. Content standards

- VII.1 Content published by the Creator is not confidential. The Creator authorizes access and viewing by Fans of Content published on TheQueerly for their personal use in accordance with any licenses granted to Fans.
- VII.2 The Creator warrants that for each item of Content posted, displayed, uploaded or published by the Creator on www.thequeerly.com the following Content Standards are complied with:
- a. all Content is in full compliance with the Platform's General Terms of Use, as well as any other documents applicable to Creators;
 - b. The Creator owns all necessary rights to license and commercialize Content on TheQueerly;



- c. The Creator owns the published Content (including the intellectual property rights deriving therefrom) or holds valid licenses to provide the Content to the Fans;
- d. The Creator has obtained all necessary rights, licenses, written consents, releases, etc. necessary for the use of third-party property in the Public Content and for the use and further exploitation of such Content on TheQueerly (if the Content includes or uses third party materials);
- e. The Content made available to Fans by the Creator is:
 - in compliance with applicable national and international laws and regulations;
 - of satisfactory quality, taking into account any content description, price, and any other relevant circumstances (including statements made by the Creator as to the nature of the content);
 - reasonably suitable for any purpose made known by a Fan to the Creator;
 - as described by the Creator.
- f. The Content uploaded or published by the Creator must **not**:
 - promote, depict or in any way suggest the commission of any offense against the law;
 - promote violence or discrimination based on race, gender, religion, sexual orientation, age, disability, nationality, political affiliation, etc.;
 - contain material featuring minors, child sexual abuse, child role-playing, rape, extreme violence, hypnosis, intoxication, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse, genital mutilation, bestiality, vomiting or other similar;
 - promote, facilitate or solicit the practice of prostitution or human trafficking;
 - contain child, child sexual abuse material, age-related games, incest, rape or non-consensual sex, hypnosis, intoxication, sexual assault, extreme violence, non-consensual pain, non-consensual violence, blood, cutting, erotic asphyxiation, torture necrophilia, sadomasochistic abuse, hard bondage,



extreme fisting, genital mutilation, bestiality, urine or water sports, excrement-related material, enema games, vomiting, menstrual bleeding or any other illegal or law-breaking subject matter;

- contain unsolicited content or unsolicited language that sexually objectifies another person in a non-consensual manner or contains false or manipulated content about another person (including "deepfakes");
- promotes, depicts or constitutes "revenge pornography" (being any sexually explicit material depicting a person who has not given prior express and knowing consent for that material (a) to be taken, captured or otherwise stored; or (b) to be posted and shared on the Site);
- promote weapons and firearms (except obvious toys) or any goods the sale, possession or use of which is subject to prohibitions or restrictions;
- promote or display alcohol, drugs or drug paraphernalia;
- infringe any patent, trademark, trade secret, copyright or other intellectual property or other right of any person;
- violate the legal rights of any person (including rights of publicity and privacy) or contain any material that could give rise to any civil or criminal liability under the law or that could conflict with this Agreement or our Privacy Policy;
- be likely to deceive anyone;
- promote fraudulent or questionable money-making schemes, propose an illegal transaction, or utilize deceptive marketing practices. We do not permit content that promotes (a) illegal schemes (such as pyramid/Ponzi schemes); (b) businesses that promise riches with little or no effort; (c) unregistered securities offerings (absent a legal basis); (d) illegal products or services; and (e) products or services (even if legal) that utilize deceptive marketing practices;
- cause annoyance or needless anxiety or be of a nature to upset, annoy, alarm, alarm or disturb anyone;



- impersonate or misrepresent your identity or affiliation with any person or organization;
- involve unauthorized commercial activities or sales, including unsanctioned contests, sweepstakes and other sales promotions, barter or advertising, including solicitation of users for commercial activities;
- gives the impression that it originates from or is endorsed by us or any other person or entity;
- contain viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, mobile device or telecommunications equipment;
- disclose a person's private or personal information without that person's written consent;
- solicit personal information from, or disclose personal information to, anyone, including financial information, payment information, e-mail address, telephone number or mailing address;
- solicit money from anyone or otherwise defraud anyone;
- (in the case of content depicting public nudity) be recorded in or broadcast from a country where public nudity is illegal;
- (in the case of content depicting sexual activity) be recorded or broadcast in or from a public place where the public is likely to see the activity taking place (this does not include outdoor places where no persons are present, for example a private property [private yard] or secluded areas in nature where no persons are present).

VII.3 The Creator understands and agrees that it may be held liable (including the payment of liquidated damages) by *Naughty Networks* in the event that any of the Content Standards in VII.2 are not met. This equates to the Content Creator's liability for any loss or damage suffered by *Naughty Networks* as a result of the breach of the warranties.



- VII.4 *Naughty Networks* is not responsible for and does not endorse any aspect of any Content posted/published by the Content Creator or any other User of www.thequeerly.com.
- VII.5 *Naughty Networks* has no obligation to monitor Content posted by Creators and has no direct control over what Content posted by Creators may include.
- VII.6 Creator understands and agrees to act as a custodian of the Content uploaded to TheQueerly.

VIII. Advertising on TheQueerly

- VIII.1 In the event that the Creator publishes or uploads Content to the Creator Account that is designed to promote, directly or indirectly, products/services etc. of a third party for consideration or for self-promotional purposes (including but not limited to advertising, sponsorship, product placement), the Creator must ensure that such Content:
- a. does not undermine respect for human dignity;
 - b. does not include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age, sexual orientation, etc.;
 - c. does not encourage behavior harmful to health or safety;
 - d. not cause physical, mental or moral harm to any person;
 - e. does not directly entice persons to purchase or rent goods or services in a way that exploits their inexperience or credulity;
 - f. does not exploit people's trust in other people;
 - g. does not advertise cigarettes and other tobacco products, electronic cigarettes and electronic cigarette refill containers, drugs or any prescription-only medication, or blunt objects;
 - h. does not advertise, promote or facilitate gambling;
 - i. with respect to any content advertising alcoholic beverages, does not target minors and does not encourage excessive consumption of alcohol.
- VIII.2 The Creator undertakes to declare that any Advertising Content posted or uploaded on TheQueerly is marked by including the "#ad" in the caption of the Advertising Content, prior to posting or uploading it.



IX. Co-authored Content

- IX.1 The Creator warrants that, in the case of uploading Content to TheQueerly that features a person other than the Content Creator or a person in addition to the Creator (even if that person cannot be identified from the Content), each person who appears in any Co-Authorship Content:
- a. is a Content Creator on TheQueerly; and
 - b. has consented to the publication on TheQueerly of the Co-Authorship Content in which he or she appears.
- IX.2 In the case of the uploading or publication of co-authored Content by a Creator, the Creator will mark the TheQueerly account(s) of any person(s) appearing in the Content who can be identified from the Content.
- IX.3 In the event that any co-authored Content is a co-authored work, you are solely responsible for obtaining any necessary licenses or consents from any other co-authors of the Content that are sufficient to allow such Content to be uploaded and made available on TheQueerly.
- IX.4 The Creator understands and agrees that *Naughty Networks* will ensure that the proceeds collected from the Co-Submitted Content will be paid only to the account of the Creator in which the Content is uploaded or published.
- IX.5 The Creator who has uploaded the Co-authored Content shall be solely responsible for any distribution of revenue generated from such Content to persons appearing in such Content. Any such revenue sharing agreement shall be an independent and private agreement between the Creator who uploaded/published the Co-Authored Content and the person or persons appearing in such Content. *Naughty Networks* is not responsible for providing or enforcing any such agreements.
- IX.6 In the event that a Creator posts any Co-Authored Content on its Account, *Naughty Networks* may require the Creator to provide all legal, valid and complete information regarding the persons appearing in such Co-Authored Content. In the event of a refusal by the Creator, *Naughty Networks* reserves the right to remove the Co-Authorship Content,



to restrict the rights and permissions to post as a Creator, to close the Creator's account, and to withhold all or any part of the Creator's earnings unpaid up to the time of refusal.

X. Payment

- X.1 All payments made by Fans for visiting, accessing or viewing a Creator's Content will be received by a payment provider approved by *Naughty Networks*.
- X.2 The Content Creator's Account will be updated with the actual revenue earned within 7 calendar days of the completion of the Transaction. Once the winnings appear in the account, the Creator will be able to withdraw the amounts thus available.
- X.3 Content Creators will be paid, for the activity performed on the Platform, once a month, on the 1st (first) day of each calendar month for the activity performed in the month preceding the transfer of the actual revenue earned by the Creator by *Naughty Networks*.
- X.4 In order to make a withdrawal of the actual revenue earned by the Creator from TheQueerly account, the Creator must have at least the minimum amount of 50 EUR in the account. The amount appearing in the "Current Balance" of the Content Creator's account represents the actual revenue earned to that moment.
- X.5 Withdrawal of the actual revenue earned by the Creator may be made at any time, but no later than 2 (two) weeks prior to the 1st (first) day of the calendar month in question. Withdrawal of the actual revenue earned by the Creator may also be made after the deadline, in which case the payment will be made in the following calendar month of the one in which the withdrawal was made.
- X.6 In the event that a Fan successfully obtains a refund in connection with a payment made to the Creator, *Naughty Networks* may investigate and decide to deduct from the Creator's account an amount equal to the amount refunded or charged.
- X.7 With the exception of transactions involving payment by direct bank transfer, *Naughty Networks* does not store any data disclosed by the Creator when registering payment options with a third-party payment provider.

XI. Circumstances in which Naughty Networks may withhold a Content Creator's earnings

- XI.1 *Naughty Networks* may withhold, in whole or in part, a Content Creator's earnings that are due to the Content Creator but have not yet been paid to the Content Creator in the following situations:
- a. if *Naughty Networks* believes that a Creator has seriously or repeatedly violated or is likely to seriously or repeatedly violate any provision contained in these Terms and Conditions or other applicable documents;
 - b. if a Creator attempts or threatens to violate any provision contained in these Terms and Conditions or other applicable documents to such an extent that *Naughty Networks* or users of the Platform could suffer serious consequences;
 - c. if *Naughty Networks* reasonably suspects that any or all of the Creator's earnings are the direct or indirect result, in any way, of illegal or fraudulent activity;
 - d. the Content Creator uploads false documents or acts in TheQueerly, and upon withdrawal of winnings *Naughty Networks* finds this to be the case, in which case *Naughty Networks* is entitled to suspend the account of the Creator in question, as well as to withhold in full the winnings realized by the latter,

as long as necessary to investigate the actual, threatened or suspected infringement and illegal activity, as applicable.

- XI.2 If after investigation *Naughty Networks* concludes that at least one of the situations described in the previous paragraph has been occurred, *Naughty Networks* notifies the Content Creator of the loss, in whole or in part, by the latter of the earnings achieved to the time of notification. Following the realization of the notification, *Naughty Networks* may proceed to withhold the amounts related to the earnings achieved by the Content Creator.
- XI.3 *Naughty Networks* shall also be entitled to retain some or all of the Creator's earnings that are due to the Content Creator but have not yet been paid if *Naughty Networks* receives notice that a Creator has pledged, encumbered, assigned or otherwise permitted a security interest in the Creator's earnings. *Naughty Networks* assumes no obligation to pay the Creator's claims.



XII. Disputes

- XII.1. This Contract shall be deemed to have been entered into in Romania and shall be governed by the legal provisions applicable in Romania.
- XII.2. Naughty Networks and the Content Creators will attempt to amicably resolve any dispute regarding these Terms and Conditions. If this is not possible, the dispute will be resolved by the competent court at Naughty Networks' headquarters.
- XII.3. If any of the above clauses shall be found void or invalid for any reason whatsoever, that clause shall not affect the validity of the remaining clauses.
- XII.4. This Document has been drafted and shall be construed in accordance with Romanian law.

XIII. Final provisions

- XIII.1. By registering as a Content Creator, or by publishing/uploading Content as a Creator, you expressly agree to this Document.

NAUGHTY NETWORKS S.R.L.