

# TERMS OF USE

This Agreement (“**Agreement**”, “**Terms of Use**”) between LumineCore Limited is a company established and existing under the laws of the Republic of Cyprus, reg. number HE 466730 (“**Company**”), sets out the terms of use for users or “members” (“**you**”, “**User**”) of the website at the domain name <https://www.desirecast.com/> (“**Site**”), administered by the Company, or any connected services performed by third parties (“**Services**”), including those which may be offered and/or provided in the future and/or by third parties.

The Terms of Use posted and is constantly available at <https://www.desirecast.com/legal/terms-of-use>. The Terms of Use may be updated from time to time, and you may access any version (see at updated from the available versions). In the event of any substantive changes, we will notify you in advance.

Please visit <https://www.desirecast.com/legal/privacy-policy> to read the Privacy Policy (“**Privacy Policy**”) to know how we process your personal data.

## 1. AGE RESTRICTION. ADULT CONTENT

- 1.1. Any use of the Site by minors is prohibited.
- 1.2. By entering into the Agreement, you confirm that:
  - (a) you are over the age of 18;
  - (b) you are an adult (over the age of majority) under your personal law; and
  - (c) you are acting personally and have full legal capacity to enter into or perform the Agreement.
- 1.3. Users who are not over the age of 18 and/or considered as minors under applicable or their personal law cannot enter into the Agreement and must immediately cease to use the Site.
- 1.4. The Site is designed solely for adults only who are interested in and wish to access explicit, sexual, nudity and/or frankly erotic content made by adults exclusively for adults. You acknowledge that you are able and agree to view, perceive and/or consume such content regardless its form, which may be photographic, visual, audio-visual, audio/sound, verbal, text and/or other.
- 1.5. In accordance with 47 U.S.C. § 230(d) please be notified that parental control protections (such as computer hardware, software, or filtering services) that may assist in limiting access to material that is harmful to minors are commercially available. If minors have access to your electronic device, please restrict their access to sexually explicit content by using appropriate technical measures and software products. You can find relevant guidelines and information about such products on [ASACP website](#). Please also be informed about the following products, which are not affiliated with the Company: [Mobicip](#), [Norton Family](#), [Qustudio](#), [Net Nanny®](#). Nothing in this clause could be interpreted as the endorsement of the aforementioned products by the Company.

- 1.6. The Company introduces its own technical and other measures to prevent access minors to the Site.
- 1.7. The Company operates the Site containing user-generated content ("**Content**"), which may include explicit and sexual content.
- 1.8. Explicit and sexual content is being made and posted/broadcasted by other users (individuals and/or entities) collectively referred as "**Models**". Models independently of the Company create and/or distribute the Content and provide other Services, including other forms of interacting with the Users online through the Site. Models are not affiliates, employees or representatives of the Company. Unless otherwise inconsistent with the substance of the terms hereof, the obligations imposed on the User equally apply to Models.
- 1.9. The Company is not an advertiser of any services, goods and/or other products advertised or promoted on the Site, including cases, when such advertisement contains sexual or explicit content.

## **2. ACCEPTANCE OF THE AGREEMENT**

- 2.1. Subject to the terms and restrictions set out in Section 1 hereof, any of the following actions shall be considered as your acceptance of the Agreement:
  - (a) visiting / using the Site;
  - (b) viewing or perceiving otherwise the Content;
  - (c) using / exploiting the Services;
  - (d) signing up / registration (creating an account); or
  - (e) completing a transaction with the use of the Site (e.g. purchasing, use, exchanging, sending Tokens),depending on what happened first.

## **3. THE USER'S ACCOUNT**

- 3.1. The creating an account (registration of the User) is a pre-condition for access to the certain functionality of the Site or the Services. The User's access to the certain functionality of the Site being stopped or suspended if the account is removed or blocked.
- 3.2. To register an account, a User voluntarily completes and submits to the Company through the Site a completed registration form containing his accurate and current information as required. You acknowledge that the granting and maintaining of your access to the Site, some specific parts of the Site or a particular Service (including making certain transactions) may be dependent upon you providing data requested by the Company (including via online forms). The registration is free and for a single user only.
- 3.3. For identification and to complete the registration process, Users are required to provide an email address and to confirm the authenticity of the address by clicking on

a link contained in an email confirmation. In place of or in addition to this, the Company is entitled to ask Users to provide other information.

- 3.4. Users must provide the Company with accurate and up-to-date information to register their accounts and promptly update this information in case of any change.
- 3.5. If the Company has reasonable doubts regarding the accuracy of data provided by the User, the Company reserves the right (but is not obliged) to request additional information from the User at any time, confirming the relevant data specified when creating, modifying, or updating an account. The Company will determine the form of the response to such a request and the period for its submission. Failure to provide the documents in accordance with this clause may result in blocking or removal the account.
- 3.6. Providing the Company with incomplete or inaccurate data during registration, as well as failing to ensure the accuracy or completeness of data provided, constitutes a ground for the removal of your account or its suspension. You bear all the risks arising from the removal or suspension of your account, including the risks associated with the inability to withdraw, use, exchange, or transfer funds or Tokens.
- 3.7. By providing the Company with an email or other details, you confirm that you are the registered user of this email account or other mean of communication being used.
- 3.8. The Company may ask to complete multi-factor authentication and/ or enable other measures to update verification process. The Company may ask Users to take additional steps to verify their account and identity.
- 3.9. Users cannot create "fake" accounts or accounts on behalf of other persons.
- 3.10. Regardless of the authority of a representative, an individual cannot use an account registered in the name of another person.
- 3.11. Any transactions subject to access and/or use of accounts within the Site are prohibited. Such prohibited transactions include but not limited to "purchase" or "selling" accounts, assignments of rights to access or use accounts, providing informational services using accounts.
- 3.12. If the Company has reasonable grounds to believe that your account was created in order to bypass the blocking or removal of another account or to access the Site or to bypass other restrictions made by the Company or stated in law, this constitutes a basis for removal or blocking your account.
- 3.13. The Company can in its discretion restrict the User's choice of authentication data (in particular, restrictions on the number and types of symbols used in authentication data, their sequence, the prohibition of certain combinations of characters as logins, passwords, and other authentication data). The user is obliged to select the authentication data subject to these restrictions, and, subject to the Company's notice, in the period established by the Company, to update the authentication data used by the User for the purposes of their compliance with the new requirements of the Company.
- 3.14. In any event, the login, username and/or other information provided by the User when creating or modifying an account, except for the password, must comply with the

mandatory requirements of law and should not violate the rights and legal interests of third parties. The User is solely responsible for ensuring that the provided data complies with these requirements.

- 3.15. Users who wish to perform as Models must provide additional authentication data as specified in the Service and Release Agreement (<https://desirecast.com/legal/SERVICE-AGREEMENT-AND-RELEASE.pdf>), and Model Rules and complete a separate authorization process. Upon fulfilling these requirements, the User's Account will be upgraded to a Model Account
- 3.16. The User is obliged (i) to ensure that the authentication data is kept secret from third parties, (ii) not to share such authentication data with third parties, (iii) to ensure that third parties do not have access to authentication data and the User's account, as well as (iv) to use authentication data that is most secure from unauthorised receipt and from brute-force search and similar methods. The Company will take reasonable measures to protect the User's authentication data, although cannot guarantee its full security (and nothing in the Agreement is provides a guarantee as to security of the Site, data, or accounts), since this depends upon factors outside the Company's control, the architecture of the Internet, the actions or omissions of Users, third parties and criminal activities. The Company will not be liable for any loss that you might incur because of someone else using your authentication data (password or login), either with or without your knowledge. You could be held liable for losses incurred by another person's or us because of someone else's use of your authentication data (password or login).
- 3.17. You are required to immediately inform the Company about any unauthorised access to your authentication data or account or if you suspect that your account has been accessed without authorization by a third party.
- 3.18. Users cannot for any purpose provide control over an account to another individual (including by transferring authentication data, changing authentication data in accordance with the instructions or others or by any other means).
- 3.19. Any actions taken using authentication data or your account is deemed to be your actions unless you have notified the Company of unauthorized access to your authentication data prior to such actions.
- 3.20. You are to bear solely all risks resulting from the accidental loss, destruction, or disclosure of your authentication data, including those related to the storing and integrity of data accessed through, as well as the security of your results of the Services, Tokens, funds and/or other property.
- 3.21. The Company may, in the event of your prolonged (more than three (3) consecutive months for User Account and more than six (6) consecutive months for Model Account) inactivity on the Site, block or delete your account, limit available the functionality of the Site through your account, or delete your data stored by the Company. Inactivity is defined as no logins, transactions, or other account activity recorded by the system.
- 3.22. The User's personal data provided when registering an account is processed in accordance with the Privacy Policy.

#### **4. ACCEPTABLE USE OF THE SITE**

- 4.1. Users cannot take any actions, including in respect of creating, transmitting, distributing, or providing information, if such actions are made with the direct or indirect use of the Site (including any mention of the Site) and:
- (a) Leading to any breach of a legal regulation by the User and/or the Company, including national, state and/or international law, terms of the Agreement or generally accepted moral and ethical standards.
  - (b) Committing an unlawful act (even if such an act is not committed directly by use of the Site) which may be connected to fraud, money laundering, terrorism or extremism, tax evasion, corruption, slavery, sexual offence, illegal pornography, illegal betting, the manufacture or sale of prohibited or restricted items (including narcotic substances, alcohol or explosives), incitement of other persons to unlawful activity or harm to themselves.
  - (c) Distributing any material includes child pornography, incest, age-play, rape or other forms non-consensual sex (as well as any kinds of non-consensual recordings or live streaming of sex), deepfakes, intoxication, sexual assault, extreme violence, non-consensual pain, blood, cutting, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse, hardcore bondage, extreme fisting, genital mutilation, bestiality, urine or water sports, excrement-related material, enema play, vomiting, menstrual bleeding, or any other matter that is illegal or violates industry standards.
  - (d) Distributing advertisements as well as any commercial activity that is not allowed by the Company.
  - (e) Distributing any kind of political advertisement.
  - (f) Transmitting or distributing information contrary to rights of third parties, including when such information is libelous, discrediting or insulting, breaches privacy, discloses other's personal correspondence, contains hate speech, threats, or breaches the rights of children.
  - (g) Breaching the exclusive or moral rights of third parties, including when such content is protected by copyright or related rights.
  - (h) Distributing, transmitting, or storing information classified by the Company as undesirable and/or that constitutes a breach of clause 4.1(b) hereof.
  - (i) Leading or may lead to compromising the operation of the Site.
  - (j) Leading to violation of any card association standards.
- 4.2. The User must independently determine the legality of any of his/her actions. The User solely assesses legality of any publication, transmitting, distribution, and storing of the Content using the Site.
- 4.3. It is also prohibited for Users:

- (a) To take any actions, which harm or may harm, exploit, or may exploit underaged persons in any way (by showing or exposing them to inappropriate content, asking for personal information, or otherwise).
  - (b) To take any actions in order to misrepresent or impersonate the Company, and/or other entities and individuals, using misleading usernames, addresses or taking similar actions.
  - (c) To transmit or distribute unsolicited information, including but not limited "spam", "junk", "chain" letters or messages.
  - (d) To restrict or inhibit usage of the Site or Services, viewing, consumption and perceiving the Content, as well as commit actions which may unfairly damage other User's experience and/or enjoyment of the Site and/or Services.
  - (e) To monitor or copy any Content without a prior written consent of the Company, manually or using technical means.
  - (f) To get access to the Site or Content, which contradicts the rules stated hereof, including any kind of unauthorized access.
  - (g) To arrange face-to-face meetings (physical or virtual) outside the Site with any Model or other user, including exchanging money or other consideration for sex, companionship or other activities.
- 4.4. Breach by the User of any of the provision of this Section 4 may lead to removal or blocking the User's account.

## **5. FIGHTING SEXUAL OFFENCES**

- 5.1. The Company has zero tolerance for any conduct relating to sexual offences prohibited by international or applicable law.
- 5.2. Any activities related to the use or reference to the Site or Services that are directly or indirectly related to sexual offences and any form of participation in them are prohibited by the Company. Such prohibition, inter alia, covers any activities that may be related to:
- (a) child sexual abuse material, including any kind of child pornography;
  - (b) human / sex trafficking or modern slavery; or
  - (c) prostitution.
- 5.3. In order to prevent sexual offences, including sex trafficking and prostitution, it is prohibited to share or exchange any contact details and/or other information for personal meetings between Users and Models.
- 5.4. The Company develops technical, organizational and/or other measures to prevent any misuse of the Site mentioned in this Section.
- 5.5. For any law enforcement requests or other issues related to the possible sexual offences please contact [legal@desirecast.com](mailto:legal@desirecast.com) and provide us with all possible evidence and details. Please report any circumstances about violation of this Section.

- 5.6. Breach by the User of any of the provision of this Section 5 leads to removal the User's account.

## 6. SERVICES PROVIDED VIA THE SITE

- 6.1. The Services provided by the Company are limited to providing access to the Site. Any additional services provided by the Company will be subject to addition to this terms or separate terms published by the Company on the Site within its interface.
- 6.2. The Services provided by Models may include but not limited to:
- (a) Live streams / live cam shows (public or private), i.e. live broadcasting of the Content.
  - (b) Live chats (public or private) and other forms of messaging with Models via the Site.
  - (c) Voyeur shows, i.e. viewing private live streams/ cam shows purchased by other Users from Models (without view of the User's Content).
  - (d) Interactive Services, including with the use of Internet-of-Things adult toys and devices.
  - (e) Access to the photo or recorded video.
- 6.3. The Company does not perform the Services provided by Models or other third parties. Models or other providers of the Services are solely responsible for proper quality of the Service and compliance with applicable laws. Such providers, inter alia, shall solely comply with 18 U.S.C. § 2257 obligations to keep records for visual depictions of actual sexually explicit conduct (as defined 18 U.S.C. § 2256(2)(A) and § 2257A) created or distributed using the Site.
- 6.4. Some Services or Content ("**Paid Content**") may be accessible in exchange of "**Tokens**" – virtual "points" or "currency" used only within the Site. For the avoidance of doubt, tokens are not cryptocurrency, security tokens, NFTs, financial assets or other crypto/financial/bank instruments (as deposits, bank accounts etc.).
- 6.5. You may purchase, use, or exchange Tokens only through your account. Hereby you acknowledge that Tokens are associated with your account. Tokens cannot be used, when access to the account is suspended or blocked, the account is terminated or deleted for any reasons. At the same time, unauthorized access to your account may lead to unauthorized use of your Tokens, where authentication data shall be kept by you confidential and safe. Please check your balance of Tokens regularly and take all necessary measures to protect your account.
- 6.6. The Tokens may not be used outside the Site, nor may they be offered, sold, or purchased for "fiat" or "real" money except than through the ordinary functionality of the Site for purchasing and selling Tokens from the Company for money. The Tokens cannot be used for purchase or sale of goods or services outside the Site. In case of violation of this clause your account may be blocked or deleted by the Company.
- 6.7. The User acknowledges that:

- (a) The Company is not a producer or a broadcaster of the Paid Content or other Content.
- (b) Any complaints regarding the Content or the relevant Services shall be addressed to Model or a relevant User.
- (c) Availability of the Content or the Services through the Site shall not be construed as their recommendation or endorsement given by the Company.

These conditions apply to the Paid Content as well.

- 6.8. The Company is entitled to block or delete the Paid Content under the legitimate interest, conditions of the Agreement or in accordance with law.
- 6.9. The Company is entitled to store the Paid Content and other Content, including live streams / live cam shows (private or public), to monitor and verify the compliance of Users and Models with the terms of the Agreement, performing obligations arising from law. Nothing in this clause may be interpreted as an obligation of the Company to store the Content, monitor and/or verify the compliance with the Agreement or law.
- 6.10. Users may tip Models using Tokens through the Site. Tips could be used only as irrevocable gift to Model and cannot be considered or used as a way of payment for the Services or any goods/services outside the Site. Tips are not required to use the Service or the Site.
- 6.11. Users cannot pay, and Models cannot accept, any remuneration in any other form than Tokens. This rule also applies to tips and gifts for Models. Violation of the present rule may lead to irrevocable termination of the Agreement and deletion of the User's account.
- 6.12. The tariffs applicable to the Paid Content and other Services will be published in the relevant sections of the Site.

## **7. REFUNDS AND WITHDRAWALS**

- 7.1. All sales and transactions are final.
- 7.2. The Content is provided by the Model to the User on "as is" basis. In case of the improper Services, the User has the right to make complaint directly to the Model. If the User and the Model reached a settlement, the Model may return the received Tokens to the User within the functionality of the Site. If such functionality is not available, then the Model may send a request to the Company for transfer of Tokens.
- 7.3. In extraordinary cases, up to the User's request, the Company may reimburse the User for Tokens or their value (at the Company's choice) at its own cost and expense. Such Company's actions may be taken at the Company's sole discretion based on the actual circumstances and shall not be construed as a commitment by the Company to take such actions in the future.
- 7.4. It is prohibited for Users to submit chargeback requests that are not justified or otherwise unfair to debit, payment, or credit card providers. Such conduct may result in the restriction of access to the Site or the Services, including the blocking or deletion of accounts, or taking other measures.

- 7.5. Models may withdraw funds by exchanging Tokens in accordance with the terms of their agreement with the Company.
- 7.6. The exchange rates for Tokens are set by the Company and may be subject to change.
- 7.7. If the User's Account is blocked or permanently deleted, any unused or remaining Tokens purchased by the User will be forfeited to the Company. If the Model's Account is blocked or permanently deleted, any unused or remaining Tokens received by the Model will be forfeited to the Company.

## **8. NON-EXCLUSIVE LICENSE FOR THE USE OF THE SITE**

- 8.1. By entering into the Agreement, you accept the following terms and become a licensee to a license agreement which grants you a non-exclusive right to use the Site within the term of the Agreement and for the purposes of its performance. Only personal and non-commercial use is allowed. This license is free of charge, except for situations where the use of certain features of the Site will require a payment. In the latter case, payment for using the corresponding feature of the Site is to be a fee for granting you the right to use the feature. The cost and the method of payment are to be indicated on the Site. The license terms contained in this Section are equally applicable to both free and paid licenses.
- 8.2. The right to use the Site or Service provided to the User by the Company under the terms of this license is limited to use of the features of the Site on the User's device, namely:
  - (a) To run the Site on the personal device of the User provided such usage comply with the terms of the Agreement.
  - (b) To use the features of the Site, according to the purpose of the Agreement, the Site's interface, the Company's instructions and/or documentation.
- 8.3. The license mentioned above does not grant the User rights to:
  - (a) Copy the Site or any part of the Site in any form except for the short-term storage of the Site or the Service in the memory of the User's personal device that is temporary or incidental and constitutes an integral and essential part of the technological process for the sole purpose of lawful use of the Site.
  - (b) Distribute or transfer any copies of the Site or any part thereof in any form.
  - (c) Publicly demonstrate or show the Site or any part thereof.
  - (d) Broadcasting the Site or any part thereof on air and/or by cable and/or any transmission.
  - (e) Change or modify the Site or any part thereof.
  - (f) Decompile or disassembly the Site.
  - (g) Make the Site or any part thereof public.
  - (h) Instruct third parties to perform any of the above listed actions.
  - (i) Mining data using the Site.

- (j) Providing rights to use the Site or any part thereof to third parties under a sublicense or via any other transaction.
- 8.4. The right to use the Site that is not provided by this license is not considered to have been provided to the User. The User cannot access the Site with “bots” or any other computer programmes (for the purpose of automating actions, which should be done by a User or to collect data from the Site).
- 8.5. The User cannot use the Site for any purpose which may compromise the normal functioning of the Site, cause harm to the Company, to other Users or to third parties, breach legislation or any other law or lawful interests.
- 8.6. After any update, correction or modification to the Site by the Company, the above license terms are automatically applied, unless you are prompted to accept the terms of a new license agreement when downloading, installing, or purchasing an updated, amended, or modified Site.
- 8.7. This license governs solely the right to use the Site which are provided to you on an "as is" basis and none of the terms of this license agreement can be construed as providing you with a guarantee as to the quality of the Site.
- 8.8. You cannot exploit undocumented functions of the Site or on any other basis use the functions of the Site beyond its intended purpose.
- 8.9. For a breach of the terms of this license, the Company can use any remedies available under the law for a breach of the Company's exclusive right to the Site and take any other measures to protect its exclusive right to the Site.
- 8.10. The granting of rights under this license to third parties without obtaining the Company's prior written consent is not allowed.
- 8.11. If this license should end for any reason, you are obliged to immediately cease using the Site and ensure the absence of any copies or their parts of the Site held on your personal device.
- 8.12. For any breach of this Section, the Company reserve the right to suspend or delete your account.

## **9. LICENSE FOR THE CONTENT**

- 9.1. Users and Models provide the Company with a right to use the Content (e.g. any material created, transmitted and/or distributed with the use of the Site) on the basis of a royalty-free non-exclusive license, valid for the entire duration of exclusive rights over the Content. This license granted to the Company shall remain royalty-free, regardless of whether the Content is deemed to be the Paid Content (for other Users).
- 9.2. The Content is covered by this license include, inter alia, any photographs, pictures, graphic works, films, audio-visual works, sounds, texts (as comments, articles, etc.), live videos, other objects of copyright and / or related rights.
- 9.3. The License to the Content is provided by the User once the Content is uploaded to the Site (as well as send to the Company, streamed / broadcasted using the Site), and it became accessible to the Company and/or other Users.

9.4. By providing the Company with a license to use the Content you also provide the Company with a right to use the Content in any form and by any lawful means, including but not limited to the following ways to use:

- (a) To reproduce the Content, to make copies of the Content or copies of its parts in any material form, including but not limited to electronic documents/digital files, sound, or video recording, to make three dimensional copies of two-dimensional objects composing the Content, but not limited to these methods.
- (b) To distribute copies (for remuneration or not) of the Content for the purpose of their sale or any other transfer, import/export.
- (c) To demonstrate publicly and perform the Content through any demonstration by film, slides, television, or other technical means, as well as demonstration of individual frames of the Content of an audio-visual work without regard to the sequence of such frames directly or with the help of hardware in any location.
- (d) To rent out copies of the Content.
- (e) To broadcast the Content publicly by radio or television and any means, including by cable and optical fibre networks, and also to relay the messages containing the Content. This provision allows the Company, inter alia, to broadcast the Content using live- or web-streaming, including through third parties' sites, services, and online platforms.
- (f) To reprocess (remake) the Content and to create new products with it, the exclusive rights to which will be held by the Company, including translating and modifying the Content.
- (g) To include the Content as part or as a component to another work or product, including audio-visual works.
- (h) To use audio (sound) or visual parts of the Content independently.
- (i) To publish Content on the Internet (including but not limited to sites, services, and platforms of third parties, advertisement, and advertising networks) and make the Content public on the basis that any individual can have access to the Content from any place and at any time.

9.5. In addition to the rights provided for in clause 9.4 hereof, you allow the Company to:

- (a) Use the Content with or without the author's name (anonymously), at the discretion of the Company, and to remove information about the author.
- (b) Change the Content by any means (regardless of whether such changes constitute remake or redevelopment), including reducing or supplementing the Content, making comments or any explanations to it or adding the Company's logo.
- (c) Disclose the Content, that is, to carry out an action that makes the Content publicly accessible by its publication, public display, public performance, broadcast by air or cable, or by any other means.

- 9.6. By entering into the Agreement, you also allow the Company to provide third parties with permission to use the Content for ways listed in 9.4-9.5 through the Company entering into sub-license agreements, other contracts or by way of a unilateral transaction.
- 9.7. By accepting the Agreement, you also provide your consent to the assignment by the Company to a third party of the Company's rights under the license granted by you to the Company pursuant to this Section of the Agreement.
- 9.8. Removal or blocking of the User's account regardless of on what basis does not bring an end to the Company's rights to use the Content on the terms of the License provided by you to the Company in accordance with the Agreement.
- 9.9. You represent the Company that the content published by you through the Site at the time of its uploading belongs to you on lawful basis and is not burdened with any rights and/or claims of third parties, and the consent granted, in accordance with clause 9.5 hereof, and does not violate other's intellectual, proprietary or moral rights.
- 9.10. The Company will not verify the authenticity of the representations given by you based on clause 9.9 hereof. In case that assurance given by you is faulty, you will be obliged to reimburse the Company in full for any losses caused and your account with the Site can be blocked or removed at the Company's discretion.
- 9.11. Users or Models also grants to other Users a non-exclusive right to use the Content only within the Site, by viewing, reading, or listening the Content, and in other ways resulting from the interface and functionality of the Site. Only personal and non-commercial use is allowed. In any case the Users are not allowed to copy, download, record, distribute the Content of other Users and Models, or to commit any action with respect to the Content that is prohibited with respect to the Site by clauses 8.3(a)-(j) hereof.
- 9.12. The Company does not check in advance whether the Content is compliant with intellectual property rights of third parties. The Company does not initiate the distribution, transmitting or storing of the specific Content or change of it. At the same time right holders and their authorized representatives can send notices (under the DMCA and other rules) regarding violation of intellectual property rights at [legal@desirecast.com](mailto:legal@desirecast.com) according to the following conditions:
- (a) Notice shall identify a right holder, its representative, infringed work or material as well as infringing material on the Site.
  - (b) Notice shall show evidence that the complaining party owns exclusive rights over the infringed work or material.
  - (c) Notice shall include contact details enough for further communication with the Company.
  - (d) Notice must comply with requirements of applicable law, and, where necessary, DMCA rules and requirements to the DMCA notifications (17 U.S.C. § 512).
- 9.13. The Company will properly review infringement notices and make a decision according to the applicable law. In case of blocking or removal the Content Users may file to the

Company counternotifications and evidence of non-breach intellectual property rights, such as evidence of authorized and legal use of other person's work and material.

- 9.14. For any breach of this Section, the Company reserve the right to suspend or delete your account.

## **10. LIABILITY**

- 10.1. You agree that the Company does not edit or moderate in advance any of the Content or other information posted by Users or Models and does not check in advance the Content's compliance with the terms and conditions of the Agreement or law. Please note that the information may be incorrect or inaccurate. In some cases, the Company takes technical steps to prevent the use of the Site in illegal ways or ways contrary to the terms of the Agreement. However, there is no guarantee that such steps will prevent any kind of unlawful use of the Site.
- 10.2. Liability for the quality of the Services lies with their provider. In instances when the Services are provided by a third party (counteragents of the Company), all issues and claims in respect of the Services provided to the User are to be addressed to that third party.
- 10.3. You are aware that the Company is not responsible for any illegal use of the Site by you or other Users and is not liable for such violations.
- 10.4. The Company may, at its discretion, establish and apply restrictions related to the use of the Site's features, including the amount of data that is stored, placed and/or transferred by the Company; the period of storage of information by the Company; the number of requests that can be submitted to the Site over a certain period of time; the time when the Site is accessible by the User; the ability to automatically (with the use of aggregators, "bots" or other third-party computer programmes) access all or some of the features of the Site. Restrictions established by the Company may be communicated to the User in any way, including by setting technical restrictions on the Site, posting such information on the Site and sharing such information using the User's contact information. The User has no right to use the Site in any way other than for the purposes established by the Company.
- 10.5. The Company may (but is not obligated) at any time and at its discretion to change (including add and reduce) the functions, structure and content of the Site and include information on it without prior notification to the User or the User's consent, including in respect of amendments, changes, improvements, additions to the Site as well as display on the Site or distribute with its assistance advertisements of any kind provided they are in accordance with the law. The Company may at any time change the Site to comply with the requirements of law.
- 10.6. The Company can block or through any other means restrict access to the Site using aggregators, "bots", and other third-party computer programmes, as well as through third-party services and internet sites. The Company is not liable to the User or third parties for any adverse consequences that result due to such restrictions.
- 10.7. The Site, its contents, design, and any computer programmes related to the Site, the rights to which belong to the Company, are provided on an "as is" basis. The Company

does not provide any assurances regarding the features of the Site or Services and their compatibility with each other, as well as with other sites and computer programmes. The Company can at its sole discretion change the Site, including supplementing or reducing the features of the Site.

- 10.8. The Company is not responsible for any temporary or permanently, partial, or complete unavailability of the Site as well as any consequences which affect Users or third parties in connection with the unavailability of the Site, including if this results in material or emotional harm, damages to hardware or programmes of the Users or third parties.
- 10.9. Nothing in the Agreement or the content of the Site constitutes a guarantee by the Company of the absence of errors or other shortcomings in the functioning of the Site, and its matching to the User's expectations or the usual requirements for similar information systems and computer programmes.
- 10.10. The Company makes no warranty that the Site or Services will fit for any particular purpose except as expressly stated in the Agreement.
- 10.11. You agree that third parties placing links to third-party computer programmes, sites, posting files and other information via the Site, may cause harm caused by the spread of malicious programmes which may include the following: destruction of data, unlawful access to the account and data of the User or performance of actions without his/her permission, deletion or slowing down software, the appearance of error mistakes including hardware and software faults. The User is obliged to take independent measures to protect against such malicious programmes. You must independently determine the necessity of using such measures and bear all the risks associated. You bear all the risks associated with visiting the sites of third parties, using third-party computer programmes, even if to such sites or programmes are directly or indirectly linked to information posted on the Site. The User undertakes to promptly notify the Company of potential incidents of distribution and use of malicious programmes, unauthorized access to information contained on the Site, damage to such information or restriction of access to it.
- 10.12. The Company is not liable for any breach of the Agreement by the User affecting other users and/or third parties, but the Company may delete or change information posted by the User through the Site or a Service, suspend or block the Content or streaming activities, to give effect to the Agreement or law, including protecting the interests of other users.
- 10.13. The Company is not obligated to compensate and does not incur any liability in any way for an actions or omissions of other persons or entities which cause you loss in any form, including financial, emotional or damage to your reputation or any losses that result from fraudulent activities. The actions of the Company to identify and warn Users of potentially unlawful activities does not give rise to any obligation or form grounds for the Company to incur any liability for the damage caused by such activities.
- 10.14. The Company will not incur liability for any losses caused to Users by the Company complying with a court decision or instructions from a government department or authority. The Company is not obligated to verify the lawfulness or to challenge the lawfulness of such court decisions or instructions.

- 10.15. The Company's liability for damages caused by its actions or omissions arises only when there is fault on the side of the Company through an intended action or omission. The extent to the Company's liability is limited to the remuneration for Tokens purchased by the User for the last twelve (12) months unless a higher amount is not provided for by law.
- 10.16. The parties are not liable for violation of the Agreement if it is caused by unforeseeable and unavoidable circumstances, including acts of God, acts of any government, international, state, municipal or local authorities, war or civil unrest, severe weather, fire, natural disasters, political embargos, power or equipment failure, massive shutdowns, industrial or labour disputes, or any other force majeure event.

## **11. AMENDMENT AND TERMINATION**

- 11.1. The Company may change the Agreement by publishing a new version of it on the Site and/or notifying Users about changes via email or by other means. Publication on the Site is a sufficient way of notification on amendments to the Agreement.
- 11.2. The Company notifies about changes of the Agreement at least *ten (10) days* prior to the amendments taking legal effect. If the User does not agree with such changes, he/she may terminate the Agreement by deleting his/her account within the mentioned period.
- 11.3. The Company can withdraw from / terminate the Agreement:
- (a) On the grounds indicated in the Agreement.
  - (b) If the User commits a material breach of the Agreement.
  - (c) If the User repeatedly violates the Agreement.
  - (d) If the User violates the Agreement and fails to comply with it within the specified remedy period as outlined in the Company's notice.
- 11.4. If the Agreement is terminated due to the User's fault, the Company retains its right to remunerate any damages caused by violation of the Agreement.
- 11.5. The User may terminate the Agreement by deleting his/her account using the functionality of the Site.
- 11.6. Termination of the Agreement does not affect the ongoing obligations and conditions that remain in force due to their nature (including those pertaining to the governing law, jurisdiction, liability, and other matters).

## **12. MISCELLANEOUS**

- 12.1. Any relations of the User and Company under the Agreement are to be regulated by the law of the Republic of Cyprus. Provisions of the Agreement shall apply to the extent not contrary to applicable law.
- 12.2. Any disputes related to the entering into or performing of the Agreement, are to be heard in English by a competent court in the location of the Company, unless contrary to law. To the extent permitted by the law, the Parties refuse to exercise any right to a

jury trial or to join a class action on a dispute arising out of the Agreement. The User can opt-out and not be bound by this waiver by sending written notice to opt-out to the address and in the order as it is indicated in clause 12.10 hereof.

- 12.3. The Company has a right to, but is not obligated to, resolve any disputes or conflicts (or assist in their resolution) with Users or between Users and third parties. In such cases the Company may adopt technical measures as blocking and unblocking accounts, changing User's or Model's balance of Tokens, and other.
- 12.4. Any tax reporting and payment are borne by the User. If necessary, the Company may withhold tax amounts (including but not limited to VAT) from the funds received from the User.
- 12.5. The invalidity of part(s) of the Agreement does not result in the invalidity of the Agreement as a whole. Instead of the invalidated provision, the closest meaningful provision that the parties would have had in mind will apply.
- 12.6. The Company can at its discretion assign all or part of its rights under the Agreement and transfer its obligations under the Agreement to any other entity or person. Notice of such an assignment is to be made by the Company by publishing a new version of the Agreement or by sending a notification in accordance with clause 12.10 hereof. The Company is not obliged to provide the User with prior notification of such an assignment or to provide an opportunity for the User to terminate the Agreement.
- 12.7. The User cannot assign any of rights and obligations arising from the Agreements to other persons.
- 12.8. Nothing in the Agreement is to be construed as establishing between its parties a partnership, joint venture, or other similar categories of relations.
- 12.9. The Company can send to the User a message via the Site, e-mail, by means of short text messages/SMS as well as in writing. The Company solely selects the method of communicating with the User.
- 12.10. Users can submit any questions and requests (reports, complaints etc.) regarding the Agreement by e-mail to [support@desirecast.com](mailto:support@desirecast.com). Written correspondence can be sent to the following address: AEROTRUST SECRETARIAL LIMITED Antheon, 13, Aradippou, 7103, Larnaca, Cyprus. Please specify your full name and other details necessary for full and competent review.

Last update: 12 June 2025