

Standard Agreement between Fan and Content Creator

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

1. This Agreement applies to every Fan/Content Creator Transaction initiated on Nymph. It supersedes any other terms proposed by the Content Creator or Fan and legally binds the Parties to Transaction.
2. The sole parties to this Agreement are the Fan and Content Creator engaged in the Transaction. Neither FORSILIUS LIMITED is party to this Agreement. Furthermore, FORSILIUS LIMITED and its subsidiaries do not grant rights or participate in any Fan / Content Creator Transaction.
3. By entering into a Fan/Content Creator Transaction, the Fan agrees to pay the Fan Payment applicable to the relevant Fan/Content Creator Transaction in accordance with the pricing established by the Content Creator as well as all applicable taxes and mandatory payments (VAT, bank charges, etc.).
4. Immediately after the successful Payment, the relevant responsibilities (services) from the Content Creator, in accordance with the Agreement, are considered fulfilled and access to the Content is granted, therefore, the Fan does not have the right to demand a refund.
5. In exceptional cases, at the sole discretion of the Content Creator, the Content Creator has the right to conclude an Agreement with the Fan free of charge and provide the Fan with a Trial Subscription.
6. The Fan and Content Creator participating in the Fan/Content Creator Transaction agree to authorize FORSILIUS LIMITED or any of its subsidiaries to act as a payment intermediary and to collect, hold, and process the Fan Payment and any applicable VAT, to deduct the Fee, and to pay out the sums due to Content Creators and (if applicable) Referring Customers, as described in the Nymph Terms of Use.
7. Upon completion of the Fan Payment for a Fan/Content Creator Transaction, the Content Creator hereby grants the Fan a limited license to access the associated Content created by the Content Creator, referred to as the "Relevant Content."¹ It permits the Fan to access and view the Relevant Content on the Fan's personal device and through a standard web browser for the duration of the Subscription without the right to show it to any third parties, and without any other unspecified rights and ways of using the Content that may directly or indirectly imply on the basis of this right.

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

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

- The Content Creator provides no guarantees that he will keep making and posting Content on a regular basis after the Fan purchased a Subscription.
13. Except in cases of negligence or other breaches of duty by the Content Creator, the Fan's access to the Content Creator's Content is entirely at the Fan's own risk.
 14. The Fan participating in the Fan/Content Creator Transaction recognizes the following responsibilities that define the limitations of the Content Creator's responsibilities:
 - Content Creators reserve the right to add or remove Content from their Content Creator accounts at any time;
 - Content Creators have the discretion to determine which Content will be accessible in their Account.
 15. The Fan cannot get access to Content pursuant to the Agreement in cases including:
 - Suspension or deletion of the Content Creator 's account;
 - Suspension or deletion of the Fan's account;
 - Temporary unavailability to all or any part of the Platform;
 - Inability of the Content Creator to create or upload Relevant Content in the future.
 16. Disputes Resolution and the Applicable Law shall be administered in compliance with the terms and conditions outlined in the Terms of Use.