

F2F | Terms and Conditions

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This document contains the general terms and conditions of **F2F B.V.**, with its principal office located at Kingsfordweg 151, 1043 GR in Amsterdam, the Netherlands and registered with Chamber of Commerce in Amsterdam, the Netherlands, under registration no. 83805753 hereinafter: “**F2F**”).

The general terms and conditions of this document (hereinafter: “**Terms and Conditions**”) will apply to all agreements involving the provision by F2F of access to the F2F platform, provided through the domain name f2f.net and any related subdomains, and ancillary services between F2F and users of the F2F platform both acting within and outside of the course of their business or profession.

These Terms and Conditions are divided into several modules. Module A will apply to all agreements between F2F and its Users, Module B and Module C will apply to specific types of Users. In the event of contradictions between the different modules, the most specifically applicable module will supersede.

Module A: General

Article A.1. Applicability

A.1.1. The terms and conditions of this Module A will apply to all Agreements concluded between F2F and its Users relating to provision and use of the Platform.

Article A.2. Definitions

Capitalized terms used in the Agreement, both in the singular and in the plural, will have the meanings set forth below, unless otherwise defined.

A.2.1. **Account:** User's personal account to the Platform, made available by F2F to the User, through which the User may gain access to certain parts of the Services.

A.2.2. **Agreement:** the agreement between the Parties under which Roots provides its Services to the Customer, of which these Terms and Conditions and appendices hereto form an integral part.

A.2.3. **Content Agreement:** the separate agreement between Consumer and Creator, subject to the terms as specified in Appendix 1, concluded via the Platform, under which a Consumer may gain access to a Creator's Materials and to which F2F is explicitly not a party.

A.2.4. **Creator:** a User, acting in the course of its profession or business, whose Account allows the uploading of Materials on the Platform and the licensing of such Materials to F2F for the purpose of distribution to Users.

A.2.5. **Consumer:** a User, not acting in the course of its profession or business, that concludes Content Agreement with a Creator or otherwise gains (or is able to gain) access to view the Creator's Materials.

A.2.6. **Intellectual Property Rights:** all intellectual and industrial property rights, including but not limited to copyrights, (sui generis) database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, trade secrets, model rights, neighboring rights and patent rights.

A.2.7. **Materials:** all materials, including but not limited to websites, logos, leaflets, images, texts, video's, audio, and all other content made available by any Party under the Agreement.

A.2.8. **Party/Parties:** F2F or the User (singular) or F2F and the User (plural).

- A.2.9. **Platform:** the F2F platform, accessible via the Website, through which Users may conclude Content Agreements.
- A.2.10. **Services:** the provision by F2F of access to the Platform and any related services, such as the facilitation of conclusion of Content Agreements under which Creator may provide a Consumer with access to its Materials or services.
- A.2.11. **User:** any legal entity or natural person that concludes an Agreement with F2F for the provision of Services. A User may be qualified as a Consumer, Creator or as both a Consumer and Creator.
- A.2.12. **Website:** <https://f2f.net/>.

Article A.3. Conclusion and Accounts

- A.3.1. The Agreement is concluded with the User's completion of the Account registration process on the Website and subsequent receipt of a written registration confirmation from F2F, automated or otherwise, and will remain in force until terminated in accordance with these Terms and Conditions. The Services cannot be used without an Account.
- A.3.2. The User must be at least eighteen (18) years of age, or otherwise be of the age of majority according to the applicable laws in the User's location, in order to gain access to the Website and the Services and must confirm its compliance with this during Account registration. The User must furthermore be allowed, under the applicable laws in its location, to view the adult-oriented and pornographic content contained in the Services.
- A.3.3. In order to facilitate Account registration, the User is asked to provide, or will be provided with login information (a unique username and password). The User is obliged to use any Accounts made available by F2F in a careful manner and to keep its login information secure and strictly confidential. F2F has the right to assume that all acts performed following authentication of these accounts have been performed under the supervision and with the approval of the User.
- A.3.4. User Accounts are always strictly linked to and outwardly represent a single individual, even if operated by another individual or a third party on User's behalf.
- A.3.5. If login credentials for an Account are (suspected to be) lost or leaked, User will immediately take all measures reasonably necessary and desirable to prevent misuse of the Account. The User is obliged to notify F2F immediately if it suspects abuse of and/or unauthorized access to its accounts, so that F2F may take further measures to secure the Account.
- A.3.6. It is prohibited to register more than one (1) Account per User without the explicit written permission of F2F. If F2F discovers that a User has registered more than one (1) Account, it will have the right to terminate the Agreement and delete all Accounts associated with the User in question and to refuse further Services to such User.
- A.3.7. F2F may, at any time, make the registration or continuation of an Account and/or the User's access to the Services contingent on the provision by the User to F2F of a proof of identity or verification of compliance with the terms of the Agreement. In such an event, F2F may suspend or terminate the User's access to the Services until the User, in the opinion of F2F, has sufficiently proven its identity and/or verified its compliance.
- A.3.8. If the User wishes to qualify (its Account) as a Creator (Account), Article C.2 will apply.
- A.3.9. If User qualifies as both a Consumer and a Creator, the provisions of Module C will take precedence in the event of any conflicts.
- A.3.10. F2F is entitled to terminate the Agreement if a User Account has remained inactive and that User has not used the Services in the preceding twelve (12) months. In such an event F2F will first send a reminder to the e-mail address connected to the Account.

Article A.4. Term and termination

- A.4.1. The Agreement will be concluded in accordance with Article A.3 and remain in force until terminated in accordance with these Terms and Conditions.
- A.4.2. User may terminate the Agreement at any time by deleting its Account through the Platform, provided it is not also a Creator, in which case the provisions regarding term and termination as contained in Module C of these Terms and Conditions will take precedence.

Article A.5. Fulfilment

- A.5.1. After conclusion of the Agreement, access to the Services is granted for the duration of the Agreement.
- A.5.2. After conclusion of the Agreement, F2F will apply all commercially reasonable efforts to, as soon as possible, provide the User with access to the relevant specified Services for the duration of the Agreement. F2F will perform the Agreement with due care and expertise.
- A.5.3. The User is obliged to do everything that is reasonably required and desired to ensure that the Service is performed correctly and in a timely manner. In particular, the User will ensure that all information designated by F2F as essential or in respect of which the User should reasonably understand that it is required for the purpose of performing the Services, is provided to F2F in a timely fashion. The User will make sure that the information and details are correct, complete and up to date.
- A.5.4. F2F is entitled to engage third parties in order to fulfill the Agreement.
- A.5.5. The Services may offer integration with third-party products and/or services. Such integration may only occur if User first registers with the third party in question and accepts the relevant terms and conditions applicable to those third-party products and/or services. F2F will in no case be liable or responsible for the functioning of such third-party products and/or services in relation to their integration with the Services.
- A.5.6. The sections 6:227b and 6:227c of the Dutch Civil Code are excluded, unless User is a Consumer.

Article A.6. Content Agreement and the responsibilities of F2F

- A.6.1. Content Agreements under which Creators provide access to their Materials to Consumers facilitated and concluded via the Platform are entered into exclusively by Consumers and Creators. F2F functions as an intermediary and is not a party to these agreements.
- A.6.2. F2F uses methods to help ensure Materials displayed by Users are lawful and in accordance with the Agreement, such as a notice-and-takedown procedure and basic automated screening methods. However, F2F does not preselect or pro-actively moderate any Materials displayed by Users and is under no obligation to actively monitor any such Materials or to actively monitor for breaches of the Agreement by its Users. User remains fully responsible for any Materials it submits to the Platform.

Article A.7. Use of the Services

- A.7.1. It is not permitted to use the Services and Platform for any purpose that violates applicable laws or regulations. This includes (among other things) the storage or transmission of data using the Service that is slanderous, libelous or racist, or to publish advertisements for items and services that violate applicable law.
- A.7.2. In addition, it is forbidden, even if such is legally allowed, to use the Services and Platform:
- a. to submit or distribute malware or any other harmful software;
 - b. to submit or publish information or Materials where such is unwanted (off-topic);
 - c. to engage in spam or other unwanted communication;

- d. to submit false or misleading information regarding public health or safety matters which may lead to harm;
- e. to submit or publish information or Materials in violation of Intellectual Property Rights of third parties or hyperlinks to such information;
- f. to submit or publish Materials that depicts or pertains to any information concerning any person under the age of eighteen (18) years (or under the age of majority according to the applicable laws in the User's and the person in question's location), or any Material that engages in, promotes or advocates the exploitation of children, human trafficking or violence;
- g. to assist others in violating third-party rights, for example by linking to hacking tools or tutorials for committing computer crime that are clearly written to carry out criminal acts (and not to defend against them);
- h. to violate the privacy of third party, for example by distributing their personal data without permission or clear need;
- i. in an automated manner, such as the use of scripts to send messages or the use of scrapers;
- j. in any manner that may cause hindrance for other Users of the Services, or that may damage and/or impede the systems and networks of F2F or third parties;
- k. to exercise any commercial activities outside those explicitly permitted under the Agreement, without explicit written permission from F2F to do so; or
- l. in a way that violates netiquette, or results in the harassment, bullying, abuse or harm of other persons, or otherwise results in the treatment of other persons with indignity and/or disrespect.

- A.7.3. Users must at all times maintain written documentation sufficient to confirm that all persons depicted in its submitted Materials are over the age of eighteen (18) years (or over the age of majority according to the applicable laws in the User's and the persons in question's location) and will provide such confirmation to F2F upon the latter's first request. Moreover, Users are strictly forbidden from submitting Materials depicting any persons other than themselves, unless such other persons are Creators as meant in this Agreement and have agreed and confirmed their approval for such submission as meant in Article C.4.
- A.7.4. Should F2F discover that a User violates any of the above, or receive a complaint alleging the same, then F2F may immediately intervene to end the violation. Such interventions may include removal of the Materials and the suspension or termination of access to the Services.
- A.7.5. If, in the opinion of F2F, the continued functioning of the computer systems or network of F2F or third parties is under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, F2F may take all steps it deems reasonably necessary to end or avert such damage or jeopardy. Such steps may include the removal of the Materials and the suspension or termination of access to the Services
- A.7.6. F2F retains the right to, at its sole discretion, immediately remove Materials from the Services that it considers to be offensive, in bad taste, in violation of the Agreement or otherwise unsuitable to be submitted to the Services, and suspend or terminate the responsible User's access to the Services.
- A.7.7. F2F is at all times entitled to file a criminal complaint for any offenses committed through or using the Services. In addition, F2F is entitled to disclose the User's name, address, IP-address and other identifying data to a third party alleging that the User is in violation of its rights or the Agreement, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.

Article A.8. Abuse and zero-tolerance

A.8.1. F2F has a zero-tolerance policy with regard to abuse and unlawful use of the Services. In relation to such and in addition to the general provisions contained in Article A.7, it strictly forbids and will not tolerate any submission of Materials or any form of advertising that concerns, depicts or pertains to any form of illegal pornography or illegal prostitution, and, even if such is legally allowed, without limitation concerns, depicts or pertains to:

- a. prostitution or pornography under threats of violence or blackmail, 'revenge pornography' or prostitution or pornography that is otherwise coerced or involuntary;
- b. child prostitution or child pornography;
- c. human trafficking;
- d. bestiality;
- e. necrophilia;
- f. coprophilia/scatology;
- g. public nudity that was recorded in a location where such public nudity is forbidden by local law; and
- h. any criminal behavior (including according to the laws of the country where User resides) not explicitly covered in these Terms and Conditions.

A.8.2. If F2F determines that a User violated the above, it will terminate that User's access to the Services and terminate the Agreement. In addition, F2F will report violations of Article A.8.1.a - A.8.1.c to the police and/or other relevant, competent (investigative) authorities and reserves the right to do so with regard to violations of A.8.1.d - A.8.1.h if it determines that such violations are illegal according to the applicable laws in User's location. F2F will furthermore cooperate with any legally valid request from competent authorities in relation to violations of Article A.8.1.

A.8.3. In light of the zero-tolerance policy with regard to abuses and violations as mentioned in Article A.8.1, F2F also relies on the User to be vigilant. Before a User attempts to engage with a Creator through the Platform, it will first establish, insofar as possible, whether the Creator in question appears to the User to be below the age of majority (according to the applicable laws in the User's and Creator's respective locations), and whether there may be other factors that could indicate violations of Article A.8.1 to the User.

A.8.4. If the User is in doubt as to whether a Creator is of age of majority according to the applicable laws in the Creator's location, or has established that the Creator is a minor, it must immediately refrain from any (further) contact or engagement with the Creator in question and immediately inform F2F and the police and/or other competent (investigative) authorities of its doubts or findings.

A.8.5. If the User doubts, suspects or has good reason to believe that a Creator is under coercion, blackmail, threat of violence, otherwise involuntarily offering its services or otherwise in violation of Article A.8.1, it must immediately refrain from any (further) contact with the Creator in question and immediately inform F2F and, in deliberation with F2F, the police and/or other competent (investigative) authorities of its doubts, suspicions, observations or findings.

Article A.9. Complaints, notice and takedown

A.9.1. In the event the User (or third party) has doubts, suspicions, observations and/or findings in light of Article A.7 or Article A.8, or if it has other (including more general) complaints in relation to Materials published through the Services, violations of applicable law or the Agreement, it may report such to F2F by way of the Notice-and-

Takedown webform accessible through the Website. Such reports should be as detailed as reasonably possible and may include, among other things:

- a. the nature of the infringement or violation;
- b. all facts which lead the User to believe that a infringement or violation has occurred;
- c. the precise location (on the Website) where the Material in question is located;
- d. any grounds to believe that the User that submitted the Material was not allowed to do so; and
- e. the Account name and identity of the User that submitted the Material in question.

A.9.2. A report or complaint submitted to F2F in accordance with this Article A.9 will under no circumstance relieve the User of any further obligations imposed on it by way of the provisions of Article A.8, such as any obligation to inform the police and/or other competent (investigative) authorities.

A.9.3. In the event the User is a Consumer (and thus makes use of the Services outside of the course of its business or profession), and is located in the European Union, the User can also submit its complaints to EU Online Dispute Resolution Platform. The ODR Platform can be accessed via <http://ec.europa.eu/consumers/odr>.

A.9.4. F2F will in no event be liable for measures taken in accordance with Article A.7, Article A.8 and Article A.9.

Article A.10. Warranties, indemnities and fine

A.10.1. The User represents and warrants that it will perform its obligations under the Agreement and Content Agreement and that it will not act contrary to the provisions contained therein. The User furthermore represents and warrants that it is at least eighteen (18) years of age or, in the event that the laws and regulations applicable to User specify an age of majority higher than eighteen (18) years, that the User is of that age.

A.10.2. The User will indemnify F2F and hold F2F harmless from and against any claim, indictment, suit or imposed fine of any third party in connection with violation by the User of the preceding paragraph.

A.10.3. In the event F2F discovers User violated the provisions of Article A.7 or Article A.8, User will immediately be liable to pay a fine to F2F of 10.000 euro for each such violation, without prejudice to F2F's right to claim damages and any other claims F2F may have on User relating to such violations.

Article A.11. Intellectual Property Rights

A.11.1. All Intellectual Property Rights relating to Materials provided by the User in the course of using the Services are vested in the User and/or its licensors. The User grants F2F a non-exclusive, transferable, sublicensable license to use such Materials for the purpose of providing and operating the Services and as otherwise specified in these Terms and Conditions. This includes the making available of such Materials to other Users (by facilitating Content Agreements) and the adaptation of Materials, at F2F's discretion, to ensure suitability of the Services (for example by adding stickers, text, and watermarks or removing portions of Materials that violate the Agreement).

A.11.2. User may retract the license described in the previous paragraph at any time by removing the relevant Materials through its Account or by terminating the Agreement by deleting its Account, unless User is also a Creator, in which case Article C.3 shall apply in this context.

A.11.3. All Intellectual Property Rights relating to the Services and the Platform, and any materials developed and/or made available by F2F under the Agreement are vested in F2F and/or its licensors. The User will be granted the rights of use with regard to the

forementioned as described in this Article A.11 or as otherwise ensuing from the Agreement.

- A.11.4. Insofar as required for the performance of the Agreement, the User will acquire a non-exclusive, non-transferable and non-sublicensable right to use the Platform and any other materials provided by F2F for the term of the Agreement and in accordance with the conditions set forth in the Agreement.
- A.11.5. The User is not entitled to make changes to the Services, Platform, or any materials developed and/or made available by F2F under the Agreement and is not entitled to a copy of the source code, except where this is prescribed by mandatory law. The User is not permitted to retrieve the source code by means of reverse engineering, 'decompilation' or otherwise.
- A.11.6. F2F may take (technical) measures to protect the Services, the Platform, and any materials developed and/or made available by it. If F2F has taken such security measures, the User is not permitted to evade or remove such security measures.
- A.11.7. The User may not remove or modify any designation of Intellectual Property Rights or remove any mark indicating a confidential nature from the Services, the Platform, and any materials developed and/or made available by F2F.

Article A.12. Availability and maintenance

- A.12.1. F2F will use commercially reasonable efforts to ensure the Services are available at all times, but makes no guarantees regarding uninterrupted availability.
- A.12.2. F2F actively maintains the Services. Maintenance can take place at any time, even if this may negatively impact the availability of the Services. Maintenance is announced in advance whenever possible.
- A.12.3. F2F may from time to time modify the Services. Your feedback and suggestions are welcome but ultimately F2F decides which modifications to carry out (or not).

Article A.13. User Materials and confidentiality

- A.13.1. The User represents and warrants that any submission or provision of Materials to the Services is lawful and that the processing of such data in accordance with the Agreement does not contravene any applicable privacy laws and regulations.
- A.13.2. Upon termination of the Agreement, F2F will have the right to remove or destroy all Materials. F2F may, at the request of the User, assist in exporting Materials. However, the User acknowledges that it remains solely responsible for making back-ups of any Materials it wants to keep past the date of termination of the Agreement, as F2F does not make back-ups for this purpose.
- A.13.3. F2F will refrain from accessing Materials data stored or transferred by the User using the Services, unless:
 - a. such data or Materials were provided by a Creator;
 - b. this is necessary for provision of the Service;
 - c. prescribed by the Agreement; or
 - d. F2F is forced to do so by law or by order of a competent authority.
- A.13.4. In these cases, F2F will use all commercially reasonable efforts to limit access to the information as much as possible.
- A.13.5. In general, F2F will strive to maintain the confidentiality of Materials and data submitted by the User through the Services if such follows from the nature of the Material or the manner of submission (for example in the event of information provided for verification purposes or direct messages to other Users). However, F2F can under no circumstance guarantee the confidentiality of any Materials. Any submitted Materials, including direct messages sent to other Users, may be viewed by F2F and – provided such is strictly required for the provision of Services, under the provisions of the Agreement

and/or the applicable laws – with the police and/or other competent authorities, and third parties.

Article A.14. Privacy

A.14.1. In providing the Services, F2F obtains certain data provided by the User, which could contain (sensitive) personal data. F2F respects the User's privacy and (sensitive) personal data. During the processing of the User's (sensitive) personal data by F2F, F2F will adhere to the requirements of applicable data protection legislation, such as the General Data Protection Regulation (hereinafter: the "GDPR"). For more information regarding how F2F processes personal data on the Website, please refer to our Privacy and cookie statement available on <https://about.f2f.net/gdpr/>.

A.14.2. When creating an Account on F2F, the User must provide certain details which contain personal data. These include in any case, an e-mail address, and a username. When the User has created an Account, it may also provide additional (sensitive) personal data, which may or may not become public. The User's profile and content, including the related purpose of the processing of (sensitive) personal data will be managed by the User and not F2F. The User will ensure to adhere requirements of applicable data protection legislation.

Article A.15. Amendments

A.15.1. F2F may amend these Terms and Conditions as well as any prices and fees at any time.

A.15.2. F2F will announce any such amendments through the Website at least two (2) months before they take effect.

A.15.3. If a User does not wish to accept such an amendment, it may terminate the Agreement. Use of the Services after the date of effect will constitute the User's acceptance of the amended Terms and Conditions and/or pricing and fees.

Article A.16. Miscellaneous

A.16.1. The Agreement is exclusively governed by the laws of the Netherlands, except to the extent that User is a Consumer and mandatorily applicable law provides otherwise, in which case User may also rely on the mandatory rules applicable in the country where it resides.

A.16.2. All disputes arising in connection with the Agreement will be brought before the competent Dutch court for the district where F2F has its registered place of business, except to the extent that User is a Consumer and mandatorily applicable law provides otherwise, in which case User may declare the courts of the country where it resides to be competent within one (1) month of F2F's invocation of this Article A.16.2.

A.16.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Website or Services will be sufficient, provided that the authenticity of the sender can be established with sufficient certainty and the integrity of the statement has not been compromised.

A.16.4. The version of any communication of information as recorded by F2F will be deemed to be authentic, unless the User supplies proof to the contrary, unless the User is a Consumer.

A.16.5. In case any part of these Terms of Use is declared legally invalid, this will not affect the validity of the whole of the Agreement. The Parties will in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

A.16.6. F2F is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of the Services or the associated business activities.

Module B: Consumers

Article B.1. Applicability

B.1.1. The terms and conditions of this Module B will apply in addition to Module A only if and to the extent that the User qualifies as a Consumer.

Article B.2. Purchases, pricing and payment

B.2.1. As part of the Services, Consumer may conclude a Content Agreement with a Creator to purchase and/or acquire from Creator a limited, non-transferable, non-sublicensable and non-exclusive license to view Materials (hereinafter: “**Creator Materials**”) or access to services (hereinafter: “**Creator Services**”) as offered on a Creator’s profile through the Platform, as further described in the Content Agreement.

B.2.2. Provision of the license or access to services as meant in this Article B.2 is at all times contingent on Consumer complying fully with its related payment obligations (if any) under the Content Agreement. This may involve the payment of a flat fee and/or recurring subscription payments.

B.2.3. All purchases and provisions of licenses and access as specified in this Article B.5 occur according to the terms of the Content Agreement concluded between and performed by Creator and Consumer by way of the Platform. F2F merely facilitates the conclusion of such agreements and is not a party to them.

B.2.4. Unless indicated otherwise, prices listed by Creator on the Platform for purchases of licenses and/or access as meant in this Article B.2 are in euros and exclusive of VAT and other government levies and may be subject to a monthly subscription or a flat fee.

B.2.5. The Platform may allow Consumer to tip Creators. Tips to Creators are non-refundable and will under no circumstance lead to an obligation for Creator. Consumer is not permitted to use the ability to tip Creator to (attempt to) purchase Materials or services from Creator.

B.2.6. All amounts (periodically) owed by Consumer to F2F or Creators may be invoiced digitally and in advance and must be completed through one of the payment (provider) options provided through the Platform - for which the Consumer provides F2F and the selected payment provider all necessary authorizations. Neither F2F nor Creators are responsible for currency exchange rates or other charges imposed by the Consumer’s bank or payment card provider.

Article B.3. Subscriptions

B.3.1. Subscriptions acquired by Consumer as meant in Article B.2 and the Content Agreement will commence upon completion of first payment by Consumer in accordance with the Content Agreement and remain in force for the selected period, after which it will automatically renew for additional periods of the same length until Consumer deletes its Account or the Agreement is otherwise terminated – unless Consumer cancels the subscription through the Platform before the start of a new period or if the subscription was provided free of charge.

B.3.2. In the event of a cancellation as meant in the preceding paragraph, Consumer will retain access to the subscription until the end of the then-applicable period.

Article B.4. Access to Creator Materials via the Platform and fine

B.4.1. The license or access to services as meant in Article B.2 is strictly limited to the ability to view the relevant Creator Materials through the Platform. Without limitation, the relevant Content Agreement strictly does not permit Consumer to export or otherwise extract Creator Materials from the Platform or view such Creator Materials through any other method than the Platform.

B.4.2. In the event F2F discovers that Consumer has violated the terms of this Article B.4, it will immediately be liable to pay a fine to F2F of 1000 euro for each such violation, without prejudice to Creator's right to claim damages and any other claims F2F may have on User relating to such violations.

Article B.5. Expiry of license/access and partial refund

B.5.1. Any rights of use provided by Creator as meant in Article B.2 may expire automatically at any time under certain conditions as specified in the Content Agreement.

B.5.2. Under the specific conditions specified in the Content Agreement, Consumer may request a refund from Creator through the Platform for purchases made under the Content Agreement which Consumer has not (fully) received – proportional to that part of the purchase that Consumer did not receive.

B.5.3. Refunds as meant in the preceding paragraph will, after verification and confirmation by F2F that the request for refund was justified and in accordance with the Content Agreement, be initiated and facilitated through the Platform and be arranged by way of the payment (provider) options selected by the Consumer and Creator.

B.5.4. Although refunds as meant in this Article B.5 are, in principle, owed directly to Consumer by the relevant Creator, F2F will, after verification and confirmation that the request for refund was justified, immediately provide Consumer with the amount to be refunded.

B.5.5. Consumer will not make unjustified requests for refunds as meant in this Article B.5 or initiate unjustified charge-back procedures with its payment (card) provider. If F2F or an authority which is competent on the basis of the Content Agreement determines that such requests or procedures were unjustified and, in the opinion of F2F, constitute abuse of the Services, F2F is entitled to terminate or suspend the Agreement.

Module C: Creators

Article C.1. Applicability

C.1.1. The terms and conditions of this Module C will apply in addition to Module A only if and to the extent that the User qualifies as a Creator.

Article C.2. Creator Accounts

C.2.1. In order to qualify the User Account) as a Creator (Account), the User must first select the relevant option in its Account environment to request such Creator qualification and follow the specified instructions and complete the relevant fields to:

- a. provide F2F with a valid form of identification and age verification;
- b. select a payout option for amounts owed to the User by F2F in relation to purchases by Consumers of Materials or services provided by the User to F2F on behalf of the Consumers in its capacity as a Creator (see Article C.6) and provide the relevant banking or payment service provider account details;
- c. in the event User wishes to receive payouts from F2F on (the bank account of) a legal entity, provide proof that the User, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights in that legal entity;
- d. submit further information dependent on country-specific requirements, including, without limitation a Chamber of Commerce registration number (or local equivalent) and VAT number; and
- e. provide all further information requested by F2F.

C.2.2. F2F may reject the User's request to qualify it(s Account) as a Creator (Account) at any time at its sole discretion.

Article C.3. Term and termination

C.3.1. Creator may terminate the Agreement at any time by deleting its Account through the Platform.

Article C.4. Collaborations

C.4.1. Creator is strictly prohibited from uploading Materials to the Platform that depict any other person than itself (even if such persons are unrecognizable) (hereinafter: “**Collaborations**”), unless:

- a. Creator marks the Material as a Collaboration during the uploading process;
- b. all other persons depicted in the Collaboration own Accounts that qualify as Creator;
- c. all other persons depicted in the Collaboration have given the uploading Creator explicit, prior and fully informed consent to appear in the relevant Material and for this Material to be uploaded to the Platform;

C.4.2. When technically available on the Platform, before an uploaded Collaboration may become eligible for distribution on the Platform by way of Content Agreements, each Creator appearing in a Collaboration must, separately and through its own Creator Account agree:

- a. with the uploading of the Collaboration and the granting to Consumers of the rights of use relating thereto as specified in the Content Agreement;
- b. on the mutual division (between the Creators depicted in the Collaboration) of any payments that may be owed by Consumers in relation to the Collaboration under Article C.6.

Article C.5. Consumer Purchases

C.5.1. In accordance with the settings opted for by Creator in the Creator environment of its Account, F2F will facilitate the conclusion of Content Agreements between Creator and Consumers to allow purchase by Consumers of a limited, non-transferable, non-sublicensable and non-exclusive license to view certain Materials provided by Creator through the Platform:

- a. on a ‘pay-per-view’ basis – until a single view of the Material has been completed;
- b. on a ‘pay-to-unlock’ basis – until Creator removes the Material or terminates its account, with a minimum availability of 30 days, if not met Consumer is entitled to request a full refund;
- c. on the basis of a paid subscription, the subscription costs of which are determined by Creator through its Account environment within the allowed range provided there by F2F – until the Consumer’s relevant subscription terminates in accordance with Module A;
- d. free of charge – until Creator removes the Material from the Platform; or
- e. by way of a combination of the above.

C.5.2. If and to the extent opted for by Creator in the Creator environment of its Account and in accordance with the settings provided by Creator, F2F will facilitate the conclusion of Content Agreements between Creator and Consumers, to allow purchase by Consumers of access to services provided by Creator, including but not limited to:

- a. one or more interaction functions that permit those Consumers to engage in interaction with Creator; and
- b. the creation and provision by Creator of customized Materials.

C.5.3. All purchases specified in this Article C.5 occur according to the terms of the Content Agreement concluded between and performed by Creator and Consumer by way of the

Platform. F2F merely facilitates the conclusion of such agreements and is not a party to them.

- C.5.4. The Platform may allow Consumers to tip Creator. Tips to Creator will under no circumstance lead to an obligation for Creator. Creator is not permitted to use the ability to receive tips to (attempt to) sell Materials or services to Consumers.

Article C.6. Platform fees, payout of Consumer Purchases, refunds and deferral

- C.6.1. Upon conclusion of the Content Agreement, F2F facilitates the payment of owed amounts for any purchases by Consumers as meant in Article C.5, as well as tips given by Consumer to Creator as described in the Content Agreement (hereinafter: “**Consumer Purchases**”) by way of the payment (provider) options provided through the Platform.

- C.6.2. In consideration of the right to use the Services, F2F charges a fee to Creator of 18% of all Consumer Payments made to Creator. The remaining will be paid out to Creator in accordance with this Article C.6, by way of the payment (provider) options selected by Creator in its Account environment (hereinafter: “**Payout**”).

- C.6.3. F2F will payout Creator in monthly installments, or quicker or slower if both parties agree. F2F reserves the right to withheld a specific percentage as a reserve to – for example but not limited to - deal with refund requests from Consumers.

- C.6.4. F2F will facilitate timely payment of any refunds owed by Creator to Consumer under a Content Agreement by directly providing Consumer with the amount to be refunded (see also Article B.5.4). Because of this, Creator will owe any such refunded amounts directly to F2F upon approval and confirmation of the justified refund, and will pay such amounts through the payment options provided through the Platform, within fourteen (14) days of the notification provided by F2F through the Platform of Creator’s obligation to do so.

- C.6.5. F2F may further defer the payable state of Payout that has not yet become payable if and to the extent that:

- a. F2F suspects the relevant amounts were the result of unlawful activity (either by the Creator or the Consumer) or a violation of these Terms and Conditions or the Content Agreement – until such suspicions are reasonably disproven or confirmed;
- b. F2F suspects or discovers that Creator has attempted or threatened to act in violation of these Terms and Conditions in a way that, in the opinion of F2F, may lead to legal or financial consequences for F2F or other Users – until such suspicions are reasonably disproven or confirmed; and/or
- c. F2F has reason to believe that refunds and/or chargebacks under relevant Content Agreements will be so numerous that it will cause Creator to be unable to perform its obligations relating to refunds.

- C.6.6. Payout to Creator will become forfeit and will no longer be owed by F2F if:

- a. any suspicions specified in the preceding paragraph are confirmed; and/or
- b. and insofar it relates to amounts owed to F2F due to justified (partial refunds) of Consumer Purchases as meant in Article C.6.4; and/or
- c. Six (6) months have passed since Creator terminated its agreement.

- C.6.7. F2F will, at all times, be entitled to offset any Payout which has not (yet) become payable against:

- a. amounts owed to F2F due to justified (partial refunds) of Consumer Purchases as meant in Article C.6.4 – with the understanding that the absence of a Payout owed by F2F to set-off against does not release Creator from its obligations under Article C.6.4;

- b. amounts owed to F2F due to payment chargebacks by Consumers, including related additional charges levied by the relevant payment provider; and/or
- c. any other outstanding amounts or claims F2F may have on Creator.

Article C.7. Screening, responsibility for Materials, warranty and indemnity

C.7.1. The lawfulness and suitability of Materials distributed by way of the Platform is of paramount importance to all Parties. In light of this, F2F will at all times have the right to reject Materials or remove Materials uploaded by Creator on its sole discretion, for whatever reason, including but not limited to reasons relating to the Material being flagged by third parties or automated screening tools used by F2F as being in breach of the applicable law and/or these Terms and Conditions, in particular the provisions of Article A.7, Article A.8 and Article A.10 and Article A.11. Regardless of the possibility of screening methods being applied as meant in the previous sentence, Creator remains fully responsible for any Material submitted to and published on the Platform by it.

C.7.2. In addition to the general warranties and indemnities contained in Article A.10, Creator, without limitation, specifically represents and warrants that:

- a. it possesses all the necessary Intellectual Property Rights and/or has acquired all the necessary authorizations and licenses relating to Materials it provides under the Agreement and the Content Agreement and that such Materials will not infringe on the rights of third parties;
- b. the Materials it provides under the Agreement and the Content Agreement are in full compliance with the provisions contained therein and fully in accordance with the description provided by Creator;
- c. it will perform its obligations under the Content Agreement, without undue delay, upon the receipt of notification of the conclusion thereof and, as such, make available the relevant Materials, provide the relevant services, such as interaction functions or the creation of customized Materials, as specified in the Content Agreement and/or perform any other obligations it may have thereunder

and fully indemnifies F2F and holds F2F harmless from and against any claim, indictment, suit or imposed fine of any third party in connection with violation of the foregoing.

Article C.8. Liability

C.8.1. Except in case of intentional misconduct or deliberate recklessness, the liability of F2F will be limited to the total Payout for Creator in the three (3) months prior to the moment the event causing the damage occurred.

C.8.2. F2F in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

C.8.3. Damages may only be claimed if reported in writing to F2F at most two months after discovery.

C.8.4. In case of force majeure F2F is never required to compensate damages suffered by the User. Force majeure includes, among other things, disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Appendix 1 | Content Agreement | Creator – Consumer

These are the terms and conditions applicable to the Content Agreement separately entered into by Consumers and Creators through the Platform.

F2F Content Agreement Terms | Creator – Consumer

Version 1.0 | January 2022

These are the terms and conditions applicable to the Content Agreement entered into separately by Consumers and Creators through the Platform. All capitalized terms not otherwise defined in the Content Agreement are understood to have the meaning ascribed to them in the F2F Terms and Conditions, located at <https://about.f2f.net/terms/>.

Article 1. Applicability

- 1.1. The terms and conditions contained herein apply to all Content Agreements concluded between Users of the Platform
- 1.2. F2F and its subcontractors facilitate the conclusion of Content Agreements and any related payments through the Platform, but maintain a strictly intermediary role and are not party to any Content Agreements concluded between Users.

Article 2. Conclusion

- 2.1. The Content Agreement is concluded with a purchase by the Consumer of access to Materials or services offered on the Creator's profile through the Platform and will remain in force until the relevant access, license or services is completed, terminated or otherwise expires in accordance with the terms of Content Agreement.

Article 3. License to view Materials and access to services

- 3.1. Upon completion of any related payment obligations, Consumer will receive from Creator a limited, non-transferable, non-sublicensable and non-exclusive license to view Materials as offered on Creator's profile through the Platform (hereinafter: "**Creator Materials**"):
 - a. on a 'pay-per-view' basis – until a single view of the Material has been completed;
 - b. on a 'pay-to-unlock' basis – until Creator removes the Material or terminates its account, with a minimum availability of 30 days, if not met Consumer is entitled to request a full refund;
 - c. on the basis of a paid subscription including unlimited access to a collection of Creator Materials – in accordance with Article 4;
 - d. free of charge – until Creator removes the Creator Material from the Platform; or
 - e. by way of a combination of the above.
- 3.2. Consumer may purchase from Creator access to services as offered on Creator's profile through the Platform (hereinafter: "**Creator Services**"), including but not limited to:
 - a. one or more interaction functions that permit those Consumers to engage in interaction with Creator; and
 - b. the creation of customized Creator Materials, in accordance with the conditions specified on Creator's profile on the Platform.
- 3.3. All Intellectual Property rights relating to Creator Materials and Creator Services will remain with Creator and/or its licensors. Consumer will merely receive a license to view and/or use such Creator Materials and Creator Services in accordance with the Content Agreement and the F2F Terms and Conditions.
- 3.4. The (collections of) Creator Materials accessible under a purchase as meant in this Article 3 may vary and change over time, as Creator may at all times decide to add or remove Creator Materials from its profile. This Content Agreement creates no

obligation for Creator to maintain the offering of Creator Materials displayed at the time of purchase by Consumer, meaning that Consumer may at any time lose access to view certain specific Creator Materials. In the latter event, Consumer may, under certain circumstances, be entitled to a refund as described in Article 8.

- 3.5. Access to Creator Materials and Creator Services is provided through the Platform. As such, Creator Materials and Creator Services may become temporarily unavailable in the event of maintenance or other downtime of the Platform.

Article 4. Subscriptions

- 4.1. Subscriptions may be subject to a periodic payment to Creator and F2F. Any subscriptions purchased by Consumer as meant in Article 3.1.c will commence upon completion of first payment by Consumer in accordance with the Agreement and remain in force for an initial period of the chosen period by Consumer, after which it will automatically renew for additional periods of the chosen period by Consumer until Consumer deletes its Account or its Agreement with F2F terminates otherwise – unless Consumer cancels the subscription through the Platform before the start of a new period or if the subscription was provided free of charge.

- 4.2. In the event of a cancellation by Consumer as meant in the preceding paragraph, Consumer will retain access to the subscription until the end of the then-applicable period.

Article 5. Access to Creator Materials via the Platform and fine

- 5.1. The license and provision of access as meant in Article 3 is strictly limited to the ability to view the relevant Creator Materials and services through the Platform. Without limitation, this Content Agreement does not permit Consumer to export or otherwise extract Creator Materials or services from the Platform or view such Creator Materials or services through any other method than the Platform.

- 5.2. In the event Creator discovers that Consumer has violated the terms of this Article 5, it will immediately be liable to pay a fine to Creator of 1000 euro for each such violation, without prejudice to Creator's right to claim damages and any other claims Creator may have on User relating to such violations.

Article 6. Pricing and payment

- 6.1. Unless indicated otherwise, prices listed on the Platform for purchases as meant in Article 3 are in euros and exclusive of VAT and other government levies and may be subject to a periodic subscription or a flat fee, as determined by Creator and indicated on Creator's profile on the Platform.

- 6.2. The Platform may allow Consumer to tip Creators. Tips to Creators are non-refundable and will under no circumstance lead to an obligation for Creator.

- 6.3. All amounts (periodically) owed may be invoiced digitally and in advance and must be completed through one of the payment (provider) options provided through the Platform, in accordance with the Agreement.

Article 7. Right of withdrawal

- 7.1. Any statutory right of withdrawal of the Consumer will not apply to purchases made as meant in the Content Agreement if:

- a. the purchases result in the immediate delivery of the specified access to Creator Materials and/or Creator Services, and/or relate to the development of customized Creator Materials;
- b. Consumer gives its express consent to this; and
- c. Consumer expressly confirms that it waives its right of withdrawal.

Article 8. Expiry of license/access and partial refund

- 8.1. Without prejudice to the other provisions if this Content Agreement and the F2F Terms and Conditions, any rights of use provided under Article 3 may expire automatically at any time if:
- a. Creator removes the Creator Material from the Platform or the Creator Material is removed by F2F due to a violation by Creator of the Agreement;
 - b. Creator's Account is deleted;
 - c. F2F suspends the Account of Creator;
 - d. F2F suspends the Account of Consumer;
 - e. Consumer's Account is deleted.
- 8.2. Consumer may request a refund from Creator through the Platform for purchases made as meant in Article 3 which Consumer has not (fully) received – proportional to that part of the purchase that Consumer did not receive – if an event occurs such as described in Article 8.1.a, Article 8.1.b or Article 8.1.c – with the understanding that such requests will only be justified if and to the extent it:
- a. concerns a 'pay-per-view' or 'pay-to-unlock' purchase as meant in Article 3.1.a or Article 3.1.b and relates to one specifically selected Creator Material – or to a significantly overlarge portion of a collection of specifically selected Creator Materials; or
 - b. concerns a subscription purchase as meant in Article 3.1.c, occurs during the first month of said subscription and relates to a significantly overlarge portion of a collection of Creator Materials.
- 8.3. Refunds as meant in the preceding paragraph will, after verification and confirmation by and at sole discretion of F2F that the request for refund was justified, be initiated and facilitated through the Platform and be arranged by way of the payment (provider) options selected by the Consumer and Creator.

Article 9. General obligations

- 9.1. Consumer and Creator ensure that any (inter)actions occurring on the basis of the Content Agreement:
- a. relating to the Platform;
 - b. relating to any Materials; and
 - c. between the Consumer and Creator;
- will at all times be in accordance with the F2F Terms and Conditions.
- 9.2. Creator will ensure that the Creator Materials and Creator Services to which Consumer has acquired a paid license and/or paid access in accordance with this Content Agreement are made available to Consumer by way of the Platform upon completion of the related payment.
- 9.3. Creator represents and warrants that it possesses all the necessary Intellectual Property Rights and/or has acquired all the necessary licenses relating to Creator Materials to perform the Content Agreement and that such Creator Materials will not infringe on the rights of third parties.
- 9.4. Although certain purchases made under the Content Agreement may grant Consumer a right to view Materials that are to be created by Creator in the future, no part of the Content Agreement is intended to establish an obligation for Creator to (continue to) create Creator Materials or a guarantee to that extent – with the explicit exception of the purchase of a Creator Service involving the creation of customized Creator Materials.

- 9.5. Consumer will only make requests for refunds as meant in Article 8.2 or initiate charge-back procedures with its payment (card) provider if it has reasonable grounds to believe that the request or procedure was justified.

Article 10. Governing law and competent court

- 10.1. The Agreement is exclusively governed by the laws of the Netherlands, except to the extent that mandatorily applicable law in the location of Consumer provides otherwise, in which case Consumer may also rely on the mandatory rules applicable in the country where it resides.
- 10.2. All disputes arising in connection with the Content Agreement will be brought before the competent courts of Amsterdam, the Netherlands, except to the extent that mandatorily applicable law in Consumer's location provides otherwise, in which case Consumer may declare the courts of the country where it resides to be competent within one (1) month of invocation of this Article 10.2.