

TERMS OF PARTICIPATION

A - GENERAL TERMS OF PARTICIPATION

The General Terms of Participation (hereafter the "GTP") define the ways and means of making the Liveshow service available, purchase and sale of objects, photos or videos (hereafter the "Service") proposed by the UfancyMe website at <https://www.UfancyMe.com> (hereafter the "Site") and the terms of use of the Service by any internet user wishing to access and/or use it (hereafter the "Participant"). The Participants are either Users or Models.

Any access and/or Use of the Site assumes acceptance and the respect for all the terms of the present GTP and their unconditional acceptance. They therefore constitute a contract between UfancyMe and the Participant.

If the Participant does not wish to accept all or part of these GTP, it is requested of the Participant to waive all use of the Site and of the Service.

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To access the Service proposed by UfancyMe, the Participant must be at least 18 years old and be major according to the applicable provisions in his or her jurisdiction. If the Participant is not in the majority and is not at least 18, he is prohibited from connecting to the Site and having access to the Service. This site is exclusively directed at consenting adults. If we discover that a Participant is a minor, we reserve the right to close his Participant account. Parental control protections, in particular filtering software, are available in commerce to help you limit the access to the contents that may be harmful to minors.

The Site has zero tolerance for any file, video or photo involving a minor or a person claiming to be a minor. It is requested of Participants to report this type of file, video or photo to the Site. The Site reserves the right to address the competent authorities to denounce the author of such a download.

More generally, if UfancyMe is informed of any illegal content on its Site, it shall do all that is reasonably possible to banish said content as quickly as possible. UfancyMe strongly encourages the Participant to warn when it notices any illegal action on the Site.

A.1. ACCEPTANCE OF THE GENERAL TERMS OF USE

Registration and use of the Service assumes full and entire acceptance of these GTP by the Participant.

When registering with the Service, the Participant declares that he is aware of these GTP. By validating his registration, the Participant accepts without reservation to be bound by them and to fully and entirely respect their terms. He also certifies that he is at least 18 and be major according to the provisions applicable in his jurisdiction. For this reason, the Participant has the prohibition of sharing his account with another Participant. Each Participant must have his own account.

In any case, the use of the Service by the Participant entails full and entire acceptance of the present GTP.

Non-compliance with these GTP may entail, depending on the gravity of the accused lapse, and at the full discretion of UfancyMe, without forewarning or indemnity, a notice and/or suspension of the Participant's access to all or part of the Service, or even cancellation of the Participant's access to the Service (with closure of the Participant's account, in that case), without reducing all other common-law actions that might be open to UfancyMe.

A.2. ROLE OF UFANCYME

UfancyMe is a platform for putting a User and a Model into relation. UfancyMe collects the payment made by a User and pays forward the percentage due to the Model.

Because UfancyMe is neither the seller nor the buyer of the products and services of the Models, it is not involved in the execution of the contract concluded between a User and a Model on the UfancyMe.com website

UfancyMe will also play the role of moderator. It invites Participants to report to it any behaviour that violates the present GTP and the rules and laws in effect.

A.3. PARTICIPANT'S COMMITMENTS AND CHARTER OF BEHAVIOUR

The Participant is and remains master of his use of the Service under all circumstances.

As a consequence, the Participant is invited to show discernment and prudence concerning information to which he accesses and/or transmits in the context of use of the Service.

Generally, the Participant agrees not to violate the laws and regulations in effect when he chats in private.

In particular, the Participant is vigorously prohibited from:

- hijacking the end purpose of the Service to engage in propaganda or proselytising, prospecting, soliciting or prostitution;
- publishing information of a commercial or advertising character or constituting propaganda in favour of tobacco, alcohol or any other substance, product or regulated service;
- disseminating the contents violating the personality rights of third parties or of defamatory, injurious, offensive, violent character, or inciting discrimination, political violence, racism, xenophobia, sexism, paedophilia or homophobia;
- publishing information violating laws on the protection of personal data allowing the identification of natural persons without their consent, in particular their family name, postal and/or email address, phone, photograph, sound or audio-visual recording, or collecting and storing personal data corresponding to the other Participants;
- transmitting any message containing computer viruses or any other code, folder or programme designed in particular to interrupt, destroy or limit the functionality of any software, computer or telecommunication tool;
- giving information referring to other sites (whether by the creation of hypertext links or by simple provision of information);

- violating third parties’ intellectual property rights;
- sharing any personnel contact information’s of any kind with other Participants (in particular, but this is not an exhaustive list, their email address, phone numbers, msn, skype, yahoo, or other types of instantaneous messaging contacts, blogs, personal sites;
- recording any information or content disseminated on the presentation data sheet of the Models (photos, descriptions, any videos, etc.) or in their showrooms (the shows of Models, public or private, video and text conversation), whether for personal or other purposes, in view of publishing them on other sites or not;
- making off-Site transactions.

As a consequence, the Participant guarantees to UfancyMe, against any contrary claim, and/or action by third parties of which it might be subject, and agrees in this respect to take at its exclusive expense all the sums, damages and interest, costs, lawyers’ fees and expenditures to which UfancyMe might be condemned, without reducing the reparation of its own prejudice.

A.4. PROHIBITED OBJECTS AND SHOWS

It is prohibited to propose objects or shows the offer, sale or acquisition of which are contrary to legal and regulatory provisions. As examples, without being exhaustive, objects or shows cannot be proposed or bought implementing the following objects:

- objet for which the advertising, offer or marketing violates the intellectual property rights (copyright and neighbouring rights), industrial property rights (trademarks, patents, drawings and Models) and any other applicable right (in particular the right to image, right to privacy, right of personality) ;
- discriminatory objects or those inciting violence or racial, religious or ethnic hatred;
- living animals;
- illegal and prohibited alcoholic beverages;
- assault and other weapons, or munitions and other elements for them;
- stolen goods;
- publicity, including in the form of links;
- medicines, drugs of any kind;
- other items that may neither be proposed nor marketed legally, or the offer or sale of which might violate the values or rights of third parties.

UfancyMe declines any responsibility with regard to the legality of the marketing of the objects proposed and the legality of the shows proposed. It invites the Participants, though, to point out to it any content that might seem to violate the provisions of Article A.4.

A.5. PARTICIPANT’S CONDUCT, MODERATION AND USER FRIENDLINESS

The Participant assumes full responsibility for his account, of each content he sends, and agrees to respect the spirit and letter of Articles A.3 and A.4 hereof.

To ensure the quality of its Service, UfancyMe moderates its Service based on these GTP. This moderation may be implemented before the fact, or in real time, or after the fact. In the context of this moderation activity, to prevent or check any lapse in Articles A.3 and A.4 hereof, the information’s communicated by

the Participants and their exchanges may be monitored, corrected or deleted by Moderators.

The Moderators shall have the possibility of reporting any behaviour that might be contrary to these GTP to UfancyMe.

A.6. RESPONSIBILITIES

UfancyMe provides reasonable efforts on the commercial level for its Service to be available on a 24/7 basis, and to securitise the website by all commercially reasonable means. However, UfancyMe cannot exclude the possibility that bad or unauthorised technical actions or interventions occur or the viruses are introduced. UfancyMe cannot be held responsible for errors, functional failures, incidents and problems that might result from use of the Service.

Any upgrade of the Site and Service may entail an update and/or temporary unavailability of the Site and of the Service, which can in no way engage the liability of UfancyMe.

The use of the Service provided may be subject to certain technical requirements. The formats in which the Service images are furnished, as well as the video and audio readers required and the type of Internet connexion are indicated on the Site. If the Participant does not meet the technical requirements, it is possible that he will not be able to use the Service. UfancyMe declines any responsibility for this.

UfancyMe cannot be held liable either, for any prejudice or damage that a Participant might incur pursuant to use of the Service. The connexion to the Site and to the Service implies the Participant's knowledge and acceptance of the characteristics and limits of the Internet, in particular as concerns the technical performance, response times for consulting, querying or transferring information's, interruption risks, and more generally, the risks inherent in any connexion and transmission on the Internet, the absence of protection of certain data against possible piracy and the risks of contamination by any computer viruses circulating on the network.

As a consequence, UfancyMe can under no circumstances be held liable, without this list being exhaustive, for the transmission and/or reception of any data and/or information on the Site (file, webcam etc.). The Participant expressly recognises that UfancyMe cannot be held liable for the transmission of illegal, defamatory or offensive data.

UfancyMe cannot be held liable for any malfunction of the Internet preventing the process and/or functioning of the Site and Service, failure of any reception hardware or communication lines, loss of emails and more generally loss of any data, for the functioning of any software, for the consequences of any computer virus or bug, anomalies, technical failures, any damage caused to the computer of a Participant, for any hardware or software technical failure of any kind that had damaged a Participant's computer system.

Any Participant person connecting to the Site and using the Service does so under their own full responsibility. It is up to all Participants to take all appropriate measures to protect his own data and/or software stored on his computer hardware against any violations of it. Furthermore, UfancyMe naturally cannot take any responsibility for any difficulties or impossibility of Participants' connexions to the Internet.

Likewise, UfancyMe declines any responsibility corresponding to the delivery of a material/tangible objet, as UfancyMe has under no circumstances the capacity of seller. The Participants agree to exempt UfancyMe from any liability in the event of dispute occurring amongst several Participants with the object of execution of a service or sale.

Lastly, UfancyMe reserves the capacity of interrupting or suspending the Site and/or the Service at any time and without forewarning, without having to justify this. In such instance, the liability of UfancyMe cannot be engaged in any way for this reason, and the Participants cannot claim any indemnification of any kind.

A.7. INTELLECTUAL PROPERTY

These GTP entail no sale of any intellectual property rights whatsoever, on the Service, the Site and the software belonging to UfancyMe, in favour of the Participant.

The Participant recognises and accepts that the content (in particular the data, databases, software, page formatting, graphic charter, photos, videos, sound tracks, information's, illustrations, logos, trademarks, etc.) that appear or are available on the Site and/or Service, are protected under copyright, rights on trademarks, patents, database producers or any other right recognised by the laws in effect.

As a consequence, any copy, reproduction, representation, adaptation, alteration, modification, dissemination, full or partial, of the information that appears or is available on the Site and/or the Service, whether it is content belonging to UfancyMe, to a third party or content and information belonging to a model, is illicit without prior authorisation.

A.8. SCOPE, MODIFICATION AND CONSULTATION OF THE GTP

These GTP constitute a contract between UfancyMe and the Participants of the Site and/or Service and constitute the entirety of the rights and UfancyMe and of the Participant.

With a concern for adaptation to the regular upgrades of the Site and/or of the Service, UfancyMe reserves the capacity to modify these GTP unilaterally and without warning.

The modified GTP shall be applicable as soon as they are put online. Therefore, the applicable terms shall be those of the most recent GTP, which can be consulted free of charge on the Site at any time.

The Participants shall nonetheless be advised of this by email, publication of the modification or by any other means.

In any event, continued use of the Site and Service will be equivalent to full and entire acceptance of these possible modifications by the Participant.

A.9. PROTECTION OF PRIVATE LIFE AND DATA OF PERSONAL CHARACTER OF THE PARTICIPANTS

In accordance with national and international standards, people who are connected to the Site and answer the questions of registration in order to access the Site and Service have a right to oppose, access and rectify the data concerning them. Therefore, any Participant has the right to require that is rectified, complemented, clarified, updated or deleted, any information concerning them that might be inaccurate, incomplete or outdated.

This right of access is exercised directly with UfancyMe.

A.10. NON-RENUNCIATION

The fact for UfancyMe not to invoke a failure or lapse of the Participant in any of its contractual or legal obligations cannot be interpreted as a waiver of invoking this failure or this lapse.

The fact for UfancyMe not to invoke a stipulation of these GTP in no way entails waiver of the benefit of said stipulation.

A.11. PROOF, CONSERVATION AND ARCHIVING

The computer registers conserved in the computer systems of UfancyMe under reasonable conditions of security will be considered as proof of communications between the Participant and UfancyMe.

The archiving of these GTP accepted by the Participant is done on a reliable, sustainable medium in such manner as to correspond to a faithful, sustainable copy. In the event of conflict between the computerised registers of UfancyMe and any document on written support or electronic file of the Participant, it is expressly agreed that the computerised registers of UfancyMe will take precedence over the Participant's documents and will alone be admitted as proof.

A.12. DISSOCIATION

Any clause hereof that comes to be declared null or illicit by a competent judge shall be deprived of effect, but its annulment cannot harm the validity of the other stipulations or affect the validity of these terms of participation as a whole, or their legal effects. However, these terms of participation would be reduced to nothing if annulment of one or more of their clauses greatly harms the contractual balance.

A.13. ADDITIONAL INFORMATION

For all questions relative to the present GTP, or to the Service in general, or for any notification, the Participant is invited to contact UfancyMe at support@ufancyme.com.

A.14. APPLICABLE LAW/ AMICABLE RESOLUTION OF DISPUTES/ JURISDICTION

Luxembourg law governs this contract. Any dispute resulting from or related to the use of our website or stemming from the acceptance, interpretation or respect hereof concerning the use and/or settlement for protection of privacy shall be subject to the exclusive jurisdiction of the competent courts of Luxembourg that shall apply under Luxembourg law, to the exclusion of the rules of international private law.

B. PARTICULAR TERMS APPLICABLE TO THE MODELES

The Models declare that they respect the following mandatory principles, any infraction of these principles having the effect of finally terminating their participation with the Site.

B.1. REGISTRATION

Only natural persons (i) enjoying full legal capacity and (ii) at least 18 years of age and (iii) major under the applicable provisions in their jurisdiction may register as a Model.

The site is reserved exclusively for consenting adults.

To register, these persons must fill out the registration form and especially communicate a copy of their identity papers.

Participation is not a right.

Models are obligated to spontaneously notify UfancyMe of any modification concerning the information's requested at their registration, and are responsible for any lapse in this obligation.

If false information's has been furnished at registration, or if a Model omits to notify a change, UfancyMe may decide to cancel the Model's registration effective immediately without warning.

B.2. MODEL'S ROLE

The Model decides freely from the products and shows he wishes to propose on the Site, and under what terms. The practices performed in streaming are done under the sole responsibility of the Model, who must declare that he complies with the various applicable laws. The same holds for the sale of physical objects (see B.3.2.).

All transactions made via the Site are concluded directly between the Model and the User. Therefore, the Model alone is responsible for the contract he concludes with the Users and, as such, agrees to respect the applicable legal provisions.

B.3. SALES OPERATIONS OF MATERIAL/TANGIBLE OBJECTS CONDUCTED BY MODEL

B.3.1. GENERAL

UfancyMe informs the Model of each order and communicates to the Model the information he needs to make the transaction (such as delivery address).

The Model agrees to deliver the item for sale and to transfer ownership of it to the User within two (2) business days counting from receipt of confirmation of the order.

The Model is not obligated to send the User a confirmation email for object shipment. He shall be paid at the end of a 15-day period following confirmation of the order. If, during this 15-day period, the User tells UfancyMe he has not received the objet, the Model must be able to prove that this object has indeed been sent, by whatever means, to the User's address. The Model will thus furnish UfancyMe with all required information with respect to the shipment (receipt at the User's correct address) and/or tracking and/or stage of execution of the order. Lacking proof, the Model shall not receive the planned remuneration and the User shall not be debited.

The Model expressly recognises and hereby accepts that, in the event of breach of the present Terms of Participation, such as the absence of delivery of the products, delivery of non-compliant products, or any behaviour that might be harmful to the Users, UfancyMe reserves the right to refuse any payment to the seller.

B.3.2. GUARANTEE

The Model guarantees that he is empowered to sell the objects proposed, that these objects are not encumbered by the rights of third parties to prevent sale of it, that the products are authorised for sale at a distance and are in compliance with the applicable legal provisions, that in particular they do not infringe upon copyright, trademark law and the other rights of third parties, that they are reliable and in compliance with the applicable legal requirements (including any marking or labelling requirement), IN PARTICULAR IN MATTERS OF PRODUCT SAFETY (FOR example, EC standards).

The objects are sold under the sole and unique responsibility of the seller Model, who declares that he respects the various applicable laws.

B.3.3. SALE PRICE, SHIPPING EXPENSES AND VAT

The Model agrees to calculate any customs rights and import or export costs, direct or indirect taxes required by the competent authorities related to the sale contract (the "Shipping Costs"). In the event of sale of a material/tangible object, the Model is obligated to add the shipping expenses to the sale price. The Model recognises that in the event of lapse to this obligation, he exposes himself to legal proceedings. The liability of UfancyMe cannot be engaged in this regard. UfancyMe reserves the right to claim

damages and interest in the Model if, due to unsatisfactory execution of the sale contract, UfancyMe would be called upon to indemnify the User in any way whatsoever.

The Sale Price proposed to the User will therefore include the Shipping Expenses and are increased by VAT if that is applicable. The Participants recognise that UfancyMe is not obligated to check and/or inform the Participants if the VAT or any other tax is applicable to the sale of a good and/or a service by a Model to a buyer, performed on the Site. UfancyMe can under no circumstances be held liable for the collection or settlement of the VAT.

B.4. ASSESSMENT SYSTEM

The assessment system constitutes one of the Site's characteristics. Any Model consents that User's assessments of the services they perform or the sales they make be disclosed on the Site. This assessment will be done by awarding of one to five stars, the maximum grade being five stars.

UfancyMe is not obligated to check these assessments and does not answer for their truthfulness.

B.5. END OF PARTICIPATION

The Model can at any time terminate his participation in the Site subject to informing UfancyMe of this by email or by any other means indicated on the Site. Likewise, UfancyMe may rightfully terminate the registration of a model at any time, and at its full discretion, by informing it by email or by any other means indicated on the Site.

C. PARTICULAR TERMS APPLICABLE TO USERS

C.1. PAYMENT AND TOKENS

Whatever the object of the transaction, all payments made by the User will be made via the Site.

The use of paying functionalities of the Service assumes that the User has "Tokens".

The price and ways and means of payment of the various paying functionalities of the Service are constantly detailed on the Site, such that the User necessarily takes cognizance of this prior to any acquisition or sale.

The prices of access to the Service are always indicated in US dollars including all tax ("TTC"). UfancyMe offers the User the possibility of acquiring packs of Tokens, outside any subscription.

The Users will also have the possibility of subscribing with monthly payment.

When he acquires these Token packs, the Users then receive Tokens that it can then use to access certain paying functionalities of the Service.

The price and quantity of Tokens specific to each pack proposed by the Site, as well as any Particular Terms of Use are then displayed on the Site page dedicated to the payment of the pack.

The price of the Token packs ordered by the User is settled at order, using a securitised payment system.

Each transaction may be invoiced if the User so chooses.

The Statistics tab gives the User an overview of the Tokens spent or one each week, month and year.

Tokens can under no circumstances be transferred to another User and must be used for all purchases.

Users are prohibited from proposing direct remuneration to a Model.

UfancyMe may proposed auctions for objects, files or services, allowing Users to bid. Only the Token account of the highest bidder will be debited.

In the event of sale of a material/tangible object, the User will pay the price via the UfancyMe website by bank credit card or attribution of the number of Tokens at the time of the order. The payment will then be blocked by UfancyMe for a 15-day period. If the User has not contacted UfancyMe by the end of this period to indicate that he has not received his order, he will be debited automatically for the amount corresponding to the Sale Price.

C.2. WARNING

The objects are sold by the Models to the Users. The Site declines any responsibility as to the use of the object.

However, the Site draws the User's attention to the fact that second-hand used material/tangible objects must not be subjected to a use that might prompt a danger for the User or any third party, and in particular must not be worn in proximity to the mucous parts of the body.

C.3. END OF PARTICIPATION

If the User decides to close his account, he may under no circumstances request reimbursement of his remaining Tokens.

Likewise, in the event of cancellation of the User's account by UfancyMe for non-compliance with the terms of Articles A.3 and A.4 of the GTP, the User cannot claim any reimbursement of his unconsumed Tokens.