

General Terms of Service

Please read these General Terms of Service carefully. By accessing, using or registering at the Gentlyx Platform, as defined below, you will be bound by these General Terms and any additional documents incorporated hereby by the reference. If you do not agree with these General Terms please do not register or access the Gentlyx Platform. We reserve the right at our sole discretion, to change, modify, add or remove portions of these General Terms at any time.

1. Acceptance

- a. This is a contract between you and MAX ATTN CAPITAL LTD, a private company incorporated in the Republic of Cyprus, having its address at John Kennedy, 8, IRIS HOUSE, Floor 7, Office 740C, 3106, Limassol, Cyprus. References in these General Terms to “Gentlyx”, “we”, “our” or “us”, are to MAX ATTN CAPITAL LTD and references to “you”, “your” or “user” are to the person with whom Gentlyx enters into these General Terms.
- b. Depending on your usage of the Gentlyx Platform we may refer to you: i) as a “Creator” when you set your Gentlyx Platform account as a creator account to post and/or deliver Creator Content to be viewed by other users of the Gentlyx Platform and/or perform Creator Services (as defined below), or ii) as a “Fan” when you interact and transact with Creators or view Creator Content. Each of the users of the Gentlyx Platform can act in both roles of the Creator and the Fan depending on the nature of their use of the Gentlyx Platform, interacting and transacting with other users and actions it takes via the Platform.
- c. These General Terms apply to your use and access to the Gentlyx Platform and its related services. Upon accessing or registering at the Gentlyx Platform, downloading mobile applications from Gentlyx, you agree to be legally bound by and to comply with these General Terms and all additional terms, policies and agreements incorporated herein by reference and amended from time to time at our sole discretion.

2. Eligibility

- a. You must be at least 18 years old to use the Gentlyx Platform, and you will be required to confirm this. If the laws of the country or state/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, then you must be old enough to be legally bound by a contract with us under the laws of the country or state/province where you live. You must provide such other information or verification records as we may require.

- b. You must be permitted by the laws of the country or state/province where you are located to register or use the Gentlyx Platform and to view any Content available on it and to use any functionality provided by it.
- d. You shall never allow anyone to use your Account. We have the right to suspend or terminate your Account that is or was being used by any third person. However, if you allowed any third party to access or use your account in violation of these General Terms, you are responsible for all activity on your account and you hereby acknowledge and agree to control any activity, generated Content and behaviour of such third person, at the Gentlyx Platform as well as you agree and consent to any disclosure of personal data made by this third person by using this Account and/or while interacting with other users and/or while generating any content at the Gentlyx Platform.
- e. You are responsible for creating a strong password and maintaining adequate security and control of any and all passwords related to your Account. Any loss or compromise of your passwords and/or your personal information may result in unauthorised access to your Account by third parties, unauthorised access to the Gentlyx Platform or its certain functionality by third parties. You are fully responsible for each and any action made under your Account and/or by any person you are allowed to use your Account, including, but not limited to, payment of all the fees related to the use of your Account and/or your Connected Wallet. We shall never be liable for any loss or damage due to the lack of security of your Account.
- f. In addition to the above, you must have the necessary equipment (an internet-connected computer, mobile phone, tablet or other supported device) and the associated telecommunication service subscriptions to access the Internet.
- g. Access to the Gentlyx Platform may become degraded or unavailable. We shall not be liable for any losses resulting from or arising out of such delays or unavailability.

3. Identity Verification

- a. For the purposes of identity verification and our compliance with applicable law we may request the necessary information and documents from you to verify your identity. You acknowledge and agree that we may use subcontractors for the purpose of your identity verification. In this case, processing of requested information and documents would be governed by this subcontractor's privacy policy and you would be able to read such privacy policy before you submit any information.
- b. You hereby agree to provide us with the information we request and permit us to process and keep a record of such information. You authorise us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your

identity and/or to comply with our legal obligations, and to take action we reasonably deem necessary based on the results of such inquiries.

- c. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, national identification number, government identification documents. Also, we may request from you your driving license or any other national ID, internal or international passport, bank statement, utility bill, tax document and/or other documents that we consider necessary for your identification. We may request from you video identification, your selfie with a specified ID or passport or liveness automatic face recognition.
- d. By providing us with the requested information, you confirm that such information is accurate and authentic. You agree to keep us updated if any of the information you provided changes. We have the right to verify your identity on an ongoing basis. We reserve the right to request up-to-date documents from you, even though you have passed identity verification in the past.

4. Gentlyx Platform

- a. Gentlyx operates and provides to its users the platform available at www.Gentlyx.com (“Platform”), where Fans can interact and transact with Creators in the following forms (but not strictly limited to):
 - i. provision of generalised or subscription-based Creator Content to be viewed by Fans, either on a free or a paid basis (including subscriptions);
 - ii. provision of access to live streams or shows to be viewed by Fans;
 - iii. provision of paid communication services to Fans in the form of private text chats, audio, video calls or live streams with Fans;
 - iv. creation of a personalised Creator Content upon request of Fans;
 - v. provision subscription to a Creator Content and/or certain benefits from a Creator;
 - vi. provision of fan interaction function on a Creator’s account to be used by Fans;
 - vii. sending (payment) of tips to the Creator by Fans.

We may refer to the paragraphs (i)-(vi) collectively as “Creator Services”.

- b. The Gentlyx Platform is offered on a self-service basis in accordance with the terms and conditions of these General Terms.
- c. Gentlyx provides users (both Creators and Fans) the technical venue for transacting between Creators and Fans, additional paid functionality of the Gentlyx Platform and

charges a fee or a commission for its services (collectively, “Gentlyx Services”). Gentlyx is not a party of transactions between Creators and Fans as well as not a party of delivering results of such personalised services from Creators.

- d. You acknowledge, agree, and understand that we are not a party to the relationship, transactions or any dealings between a Creator and a Fan. We do not introduce Creators to Fans or vice versa, select appropriate Creator and their related services to Fans.
- e. In order to use the Gentlyx Platform, you need to create an account at the Gentlyx Platform (“Account”). When creating an Account you shall provide a valid email address and a username at the time of registration, also you shall provide true, accurate, current, and complete information about yourself as prompted by our registration form, as well as any other information reasonably requested by us. You may not choose or use a username of another person, a username that violates a third party’s intellectual property rights or a username that is hateful, racist, defamatory, offensive, inappropriate, misleading to other users or any username related to minors.
- f. You hereby represent and warrant that you will not (i) claim to be another person, (ii) create an Account if you (or any Account that you created or controlled) have previously been removed or banned from the Gentlyx Platform and (iii) request (if you are a Fan) or fulfil a request for (if you are a Creator) Content that violates these General Terms, included Prohibited Content (as defined below), violate any applicable law or disparage or defame any person, entity, brand or business. You hereby represent and warrant that you will use the Gentlyx Platform and Content (as defined below) in full compliance with these General Terms.
- g. You acknowledge that you are aware that the Content on the Gentlyx Platform may contain adult material, and you agree to take this into account when deciding where to access and view Content. We will not be responsible to you if you suffer any loss or damage as a result of your accessing or viewing Content containing adult material in a way which places you in breach of any contract you have with a third party (for example, your employment contract) or in breach of any applicable law.

5. Creator Services

- a. A Creator will determine pricing for its Creator Services at its sole discretion. A Creator may set the price per second/minute (calls, private shows, public or private live streams), the price per message, the price per view (of Creator Content or live stream or show). You will be able to see the pricing of a Creator before you interact with a Creator. A Creator may update their pricing at their sole discretion without notifying you.

- b. A Creator may set specific conditions for paid audio or video calls, private lives streams or shows, including, but not limited to, (i) the approximate length of an event, (ii) participation criteria, (iii) price per second/minute or per the event and (iv) any other conditions, limitations, restrictions, or information.
- c. When you request Creator Services, you acknowledge and agree that (i) a Creator has full discretion to either accept your request or reject without explanation of reasons, (ii) a Creator has sole discretion to determine how to fulfil your request and may not follow your request exactly, (iii) we reserve the right to reject or cancel any your request at our sole discretion without explanation of reasons for such rejection or cancellation.
- d. You hereby represent and warrant that you acquire Creator Services for your personal, non-commercial, and non-promotional purposes and not for any kind of commercial or business purposes. Any commercial use of Creator Service, including the creation of personalised responses for commercial purposes, shall be permitted only upon express and informed acceptance by the respective Creator.

6. Subscription-based Creator Services

- a. Gentlyx may provide you with the functionality of obtaining certain generalised Creator Services from a Creator through a subscription-based model (“Subscriptions”). By purchasing a Subscription, you get access to certain benefits, which may include, but not limited to, the Content of such Creator (available to Fans who purchased a Subscription or a certain Subscription Level), or any other forms of benefits as determined by the Creator at its sole discretion (collectively, “Benefits”). The Creator determines the prices for its Subscriptions, as well as the list of associated Benefits, at their own discretion. You will be informed of the prices and the list of Benefits before you purchase the Subscription.
- b. The price and Benefits of the Subscription may be changed, which you will be notified about no later than the last day of the Subscription Period via the Gentlyx Platform or email. If you do not cancel your Subscription as set out in these General Terms, you will be charged the updated Subscription price.
- c. Subscriptions may be available in various durations (e.g., monthly, or yearly). Subscriptions are automatically renewed at the end of your applicable Subscription Period, unless you turn off auto-renewal or cancel your subscription 24 hours before its end. You can cancel your Subscription at any time. If you cancel your Subscription during your Subscription period, the Subscription is provided to you until the end of the paid Subscription Period and such Subscription will not be renewed thereafter. However, you will not be eligible for a prorated refund of any portion of the Subscription fees paid for the then-current Subscription period. You must cancel your

subscription not later than 24 hours before it renews in order to avoid paying the Subscription fees for the next Subscription period.

- d. A Creator may determine to provide several levels of Subscription (“Subscription Levels”), each of such Subscription Levels may differ in price, types of Creator Content and list of Benefits. In this instance, a Fan is granted the right to purchase multiple Subscriptions, or multiple Subscription Levels. Gentlyx reserves the right to unilaterally change your Subscription Level by notifying you accordingly.
- e. You may increase the Subscription Level, if available, by making a corresponding request through the Gentlyx Platform, and paying the difference in the price of Subscription Levels in proportion to the remaining days of the Subscription Period. In the event of such an increase in the Subscription Level, the payment for the next Subscription Period will be charged in the amount corresponding to the price of the new Subscription Level. Changing the Subscription Level does not change the payment date of the next Subscription Period.
- f. Any Subscription can be cancelled by a Creator – if a Creator deletes the Subscription or Subscription Level. The renewal of such a Subscription will become unavailable and you will be informed of such cancellation by a Creator.
- g. Any Subscription can be cancelled by us - in the following cases:
 - i. at our own discretion by giving you advance notice;
 - ii. if you fail to make any payments due.

7. Fees and Payments

- a. All transactions on the Gentlyx Platform shall be made using our internal credits named SENS (however, we may change the name of the currency at any moment at our sole discretion). Before making any purchases or payments for Creator Services or Subscriptions, users shall purchase such internal credits. These internal credits can only be used within the Gentlyx Platform and hold no value outside of it.
- b. You may purchase internal credits through the Gentlyx Platform using approved payment methods. The availability and pricing of internal credits are subject to change at our sole discretion, including any promotion offers we may make available to you. Once purchased, the internal credits are non-refundable. Users should carefully consider the amount of internal credits they purchase, as it can only be used for transactions within the Gentlyx Platform.
- c. To use the Gentlyx Platform, including purchasing internal credits, depositing to an internal balance, and paying for Creator Services or Subscriptions, a valid payment

card is required. You must provide accurate and up-to-date payment information, which will be stored by our selected payment provider. We do not operate, own, or control the payment provider, and your use of the payment card is governed by your agreement with the payment provider. Your use of your payment card is governed by your agreement with and the privacy policy of the payment provider, not these General Terms. You agree to immediately update the payment information of any change in your billing address (or other information) for your payment card.

- d. Before obtaining Creator Services, you must ensure that you have a sufficient amount of credits in your internal balance. As a standard rule, payments for Creator Services will be deducted from your internal balance. If your internal balance is insufficient to cover the cost of such services, we will automatically charge your preferred payment method, convert the charged amount into internal credits, and credit it to your account to complete the payment for the relevant services.
- e. Gentlyx may charge fees for the Gentlyx Services provided to you. We have the right to change our fees at our sole discretion without notifying you.
- f. In the course of the provision of Gentlyx Services to Creators, we will charge the fee that shall be payable by a Creator of all payments for such Creator's Creator Services actually received by Gentlyx ("Service Fee"). We will inform you of such Service Fee via the relevant sections of the Gentlyx Platform prior to your use of the Gentlyx Platform as a Creator. We reserve the right to change the Service Fee at our sole and absolute discretion.
- g. Your internal balance can be used only for the purpose of payment for Creator Services, Subscriptions or tipping Creators of your choice, you will not be allowed to make any payments or send any funds to any users of the Gentlyx Platform unless it is connected to payment for Creator Services or Subscriptions and is executed automatically. Only funds you received as a payment for Creator Services performed by you are available for withdrawal, we do not allow withdrawals of funds that were previously deposited by you.
- h. In the case of paying with a payment card, payment processing (including entering the card number) is carried out through a secure page of the processing system, which has passed international certification. Your confidential data is not received by us, and its processing is completely protected and no one, including Gentlyx, can receive your personal and bank data. The Payment Card Industry Data Security Standard (PCI DSS) is used during work with card data, which ensures the secure processing of your payment card details. The applied data transfer technology guarantees the security of a payment card through the use of a Secure Sockets Layer (SSL), Verified by Visa, Secure Code, and closed banking networks protocols.

- i. You pay for Subscriptions on a prepaid basis for each Subscription Period. You can find the Subscription renewal date for the new Subscription Period in your Account section. Funds for the new Subscription Period are debited automatically 24 hours before the specified renewal date. You are obliged to monitor the payment terms by yourself in a timely manner.
- j. By purchasing a Subscription, you authorise Gentlyx to automatically charge you for the Subscription using your internal balance or, when such balance is insufficient, your chosen payment method on the last day of the Subscription Period until you cancel the Subscription. You may be refused to purchase a Subscription if Gentlyx is not sure that the payment information you provided for payment is accurate, and there is a debt on your payment method. You can cancel your Subscription at any moment as it is set out in these General Terms. Upon the renewal of your Subscription, if we do not receive payment, you agree that we may either terminate or suspend your Subscription and continue to attempt to charge your payment method provider until payment is received.
- k. When you pay for a Subscription, you immediately get access to the Benefits of such a Subscription and the ability to use them. Accordingly, in all cases, except those described in these General Terms, you lose the right to cancel the purchase after its payment, and Gentlyx does not provide a refund option. If You have not paid for the new Subscription Period of any Subscription, then access to the Subscription and its Benefits will be disabled the day after the end of the paid Subscription Period.
- l. You hereby acknowledge and agree that we will not act as an escrow agent to you and will not subject receipt of a payment to a Creator by your confirmation that Creator Services are performed properly and timely.
- m. It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Gentlyx Platform, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
- n. You hereby acknowledge and agree that Creator Services and Subscription complying with these General Terms are not subject to refunds and no refunds will be issued to you except in the cases described in this Terms of Service.
- o. Payments by Fans to Creators are exclusive of VAT, which shall be added at the current rate as applicable to such payments. "VAT" means value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction.

- p. Notwithstanding anything to the contrary contained in these Terms, if we, at our sole discretion, believe that any fraud, money laundering, Prohibited Activities or other violation of law, regulation, this General Terms or any other applicable rules are taking place on or in connection with the Gentlyx Platform, you acknowledge and agree that we may withhold, delay, or seek repayment of any payments we believe, at our sole discretion, are related to the violation.

8. Subscriptions Refund Policy

- a. The funds for the Subscription for the previous billing periods will not be refunded to you, since access to the Benefits for the previous Subscription Periods at the time of cancellation has already been provided properly, regardless of whether you used them, and must be paid.
- b. Gentlyx will refund funds for the current Subscription Period in the following cases:
 - i. your Subscription was changed unilaterally by Gentlyx, which resulted in giving you access to fewer Benefits than the one you selected and paid for. Providing access to similar Benefits in essence and quality is not a reduction in the number of Benefits;
 - ii. in case of erroneous repeated debiting of funds for the same Subscription. In this case, all funds in relation to the Subscription for the current Subscription Period are refunded except for one Subscription cost.
- c. In addition, Gentlyx may decide to refund you funds when Gentlyx determines that the Creator has not granted you access to the essential Benefits specified in the Subscription description;
- d. In other cases, the funds for the current Subscription Period will not be refunded to You. You shall not be entitled to a refund for Subscriptions which use has been blocked, suspended or cancelled for you due to your violation of these General Terms.
- e. The deadline for submitting a refund request is 14 days from the date of Subscription payment.

9. Intellectual Property and Ownership

Ownership over Gentlyx Platform

- a. The Gentlyx Platform, including any enhancements, derivatives and improvements thereof, are the sole property of us. All the text, images, sounds, music, videos, marks, logos, compilations (meaning the collection, arrangement and assembly of

information), and other content that forms a part of the Gentlyx Platform (collectively, the “Gentlyx Content”) are the sole property of us or our affiliates.

- b. We hereby grant you a limited, revocable, non-exclusive, non-transferable license, subject to the terms and conditions of these General Terms, to access and use the Gentlyx Platform, and Gentlyx Content solely for purposes approved by us from time to time. Any other use of the Gentlyx Platform or Gentlyx Content is expressly prohibited and all other right, title, and interest in the Gentlyx Platform or Gentlyx Content are exclusively the property of us, our affiliates or licensors.
- c. Nothing in these General Terms shall grant you any of such property rights and/or ownership rights and shall not be considered as an assignment of such rights. Other than access to the Gentlyx Platform in accordance with the General Terms, we do not in any way grant our users any license or other intellectual property rights. You shall not (nor attempt to) copy, decompile, reverse engineer, disassemble, derive the source code of, modify, or create derivative works of the underlying platforms of the Gentlyx Platform or any other part of the Gentlyx Content or in any other way manipulate the Gentlyx Platform.

Creator Content

- a. You hereby acknowledge and agree that all the content, including, but not limited to, texts, messages, videos, voice recordings, video or audio streaming, pictures, photos, graphics, sounds, that is delivered to you, made accessible or available for your view, listening or access by a Creator in the course of Creator Services (“Creator Content”) is licensed, not sold. The Creator remains the full owner and keeps all the rights, interest and title in the Creator Content.
- b. The Creator Content is solely licensed to you for your view or listening and not for any other purposes. You shall not reproduce, distribute, and publicly display or perform Creator Content made accessible or available for your view, listening or access without the prior written approval of a Creator.
- c. You hereby acknowledge and agree that you may not, nor permit any third party, to do or attempt to do any of the foregoing without the Creator’s express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to Creator Content; (ii) use Creator Content to advertise, market, or sell any third party product or service; (iii) use Creator Content in connection with images, videos, audios or other forms of media that depict hatred, intolerance, violence, cruelty, nudity, pornography or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate Creator Content in movies, films, videos, video games, or any other forms of media for a

commercial purpose, except to the limited extent that such use is expressly permitted by these General Terms or solely for your personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialise merchandise that includes, contains, or consists of Creator Content; or (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to Creator Content.

User Content

- d. The Gentlyx Platform allows a user (either a Creator or a Fan or as a both) to upload its content, including, but not limited to, texts, videos, voice recordings, video or audio streaming, pictures, photos, graphics, sounds, messages and communications, comments, profile information and any other materials and information (collectively, “Content”). For the avoidance of doubt, the definition “Content” shall always include Creator Content.
- e. You reserve all the rights in your Content. You hereby grant to us, our affiliates and successors a non-exclusive, worldwide, assignable, sublicensable, non-revocable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute your Content on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Gentlyx Platform, or any other purpose related to us, including without limitation, the express right to: (i) display or perform your Content on the Gentlyx Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; and (ii) create and distribute digital or physical derivative works based on your Content, including without limitation, compilations and collective works.
- f. You hereby grant us a nonexclusive, royalty-free license to use and display photo images of you, to mention your name, identifiers of your social media account and your testimonials in our promotional materials and advertisements.
- g. Gentlyx may create a special hashtag and allow you to post Content using it, to attract the attention of other users to such kind of content and grouping of Content by such hashtag (“Paytag”). Be attentive, the use of the Paytags may impose additional obligations on you to Gentlyx or extend the rights of Gentlyx in relation to you or the Content posted by you using Paytags. You will be notified of the terms of use of the Paytags by posting appropriate information on the Gentlyx Platform.
- h. Your Content may be viewed by individuals that may recognise your identity. We will not in any way be responsible to you if you are identified from your Content.

10. Prohibited Content and Prohibited Activities

- a. You hereby represent and warrant that you will not upload, post, send, transmit, stream, deliver, make accessible or available for other user's view, listening or access or anyhow provide Content or otherwise disseminate through the Gentlyx Platform any materials that ("Prohibited Content"):
 - i. are false, misleading, unlawful, obscene, indecent, lewd, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory;
 - ii. are patently offensive to the online community, such as that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; involve the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - iii. encourage conduct that would be considered a criminal offence or gives rise to civil liability;
 - iv. promote an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture installed copyright protected devices, or providing pirated music or links to pirated music files;
 - v. violates any third party's intellectual property rights;
 - vi. provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - vii. breach or infringe any duty toward or rights of any person or entity, including rights of publicity or privacy;
 - viii. violate any law, regulation, or court order;
 - ix. contain corrupted data or any other harmful, disruptive, or destructive files; or
 - x. in our sole judgment, are objectionable, restrict or inhibit any person or entity from using or enjoying any portion of the Gentlyx Platform, or which may expose us, our affiliates or our customers to harm or liability of any nature.

- b. You hereby declare and warrant that you will not engage in prohibited activities as defined below ("Prohibited Activities"):
 - i. display, stream or promote any defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory content;
 - ii. display or promote physical harm of any kind against any group or individual, any instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or creating computer viruses;
 - iii. display or promote any information that you know is defamatory, false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

- iv. send junk mail or spam to our other users, including without limitation unsolicited advertising, promotional materials, or other solicitation material;
 - v. record or make screenshots of calls, text chats in any way;
 - vi. harvest or collect email addresses or other contact information of our other users;
 - vii. defame, harass, abuse, threaten, or defraud our users, or collect or attempt to collect, personal information about users or third parties without their consent;
 - viii. use the Gentlyx Platform for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy;
 - ix. violate any law, regulation, or court order;
 - x. participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
 - xi. access or use the Gentlyx Platform for the purpose of creating a product or service that is competitive with any of our products or services;
 - xii. advocate, encourage or assist any third party in doing any of the foregoing;
 - xiii. use banking cards or accounts in payment systems that do not belong to you in order to replenish the balance or withdraw funds from the Gentlyx Platform;
 - xiv. use bots, and click farms, bugs, functionality gaps when interacting with the Gentlyx Platform;
 - xv. gain unauthorised access to the Gentlyx Platform or to the goods and services of the Gentlyx Platform or Creators in any fraudulent way.
- c. You must not upload, post, send, transmit, stream, deliver, make accessible or available for other user's view, listening or access or anyhow provide in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.
- d. You shall be fully liable and responsible for your Content and/or your Creator Content and actions made at or via the Gentlyx Platform. You shall indemnify and hold us harmless in all and any claims and issues as it set out in these General Terms.
- e. In case you become aware of inappropriate behaviour of any user or the Prohibited Content either publicly displayed via the Gentlyx Platform or delivered/made accessible to you, or of any actions, content or similar violating any applicable law or that in your good faith belief can violate any applicable law, you shall immediately contact our customer support team. In case of emergency when any criminal actions are either planned or already taking place, you shall report it to your local police office or, according to your knowledge, to other police offices having the authority of a territory where criminal actions are or can be taken.

- f. In case you become aware of bugs, defects, functionality gaps, or any other opportunities to gain unauthorised access to the Gentlyx Platform or products and services of the Gentlyx Platform or Creators, you shall immediately contact our customer support team. We may suspend, restrict, or terminate your access to the Gentlyx Platform and/or deactivate or terminate your Account at our sole direction in case of violation of this provision or you carry out Prohibited Activities by you.
- g. We shall have the right to monitor any posted Content, chats, calls, live streams and shows for any purpose we deem reasonable, including, but not limited to, preventing or getting aware of any criminal actions, money laundering, investigating or checking of a potential violation of these General Terms, for quality assurance or for other legitimate purposes. We have the right not to inform you of any such monitoring activities.

12. Warranties

- a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE GENERAL TERMS, WE HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE GENTLYX PLATFORM, CREATOR SERVICES AND ANY CONTENT DELIVERED OR MADE AVAILABLE THROUGH THE GENTLYX PLATFORM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE GENTLYX PLATFORM, CREATOR SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE GENTLYX PLATFORM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) THE OPERATION OR USE OF THE GENTLYX PLATFORM WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (II) THE QUALITY OF THE GENTLYX PLATFORM, CREATOR SERVICES OR CREATOR CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.
- b. YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE GENTLYX PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTEE

THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, THE GENTLYX PLATFORM IS PROVIDED TO YOU ON AN “AS IS”, “AS DEVELOPED” AND “AS AVAILABLE” BASIS.

- c. YOU ACCEPT RESPONSIBILITY FOR ALL ACTIVITIES AND CONTENT GENERATED, UPLOADED OR DELIVERED BY YOU VIA THE GENTLYX PLATFORM.
- d. WE ARE NOT OBLIGED TO PERFORM MONITORING, QUALITY CONTROL, BACKGROUND CHECK OR CHECK OF CREATORS, THEIR CREATOR SERVICES AND/OR CREATOR CONTENT THEY DELIVER OR MAKE AVAILABLE TO YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) ANY CREATOR IS A PERSON IT CLAIMS TO BE, (II) CREATOR’S PERFORMANCE OF CREATOR SERVICES AND CREATOR CONTENT WILL MEET YOUR REQUIREMENTS, EXPECTATIONS AND NEEDS.
- e. WE DO NOT REPRESENT AND WARRANT THAT (I) ANY CREATOR WILL BE AVAILABLE FOR PERFORMANCE OF CREATOR SERVICES, (II) ANY CREATOR WILL BE AVAILABLE OR WILL KEEP THEIR ACCOUNT AT THE GENTLYX PLATFORM FOR ANY PERIOD OF TIME, (III) ANY CREATOR WILL ACCEPT YOUR REQUEST OR WILL BE WILLING TO PROVIDE CREATOR SERVICES TO YOU.

13. Limitation of Liability

- a. IN NO EVENT WE WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (II) FOR LOSS OF USE, INACCURACY, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF PROFITS, DATA OR BUSINESS INTERRUPTION; OR (III) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL, WHETHER OR NOT FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN HAS FAILED ITS ESSENTIAL PURPOSE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND RULES, OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THESE GENERAL TERMS SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY YOU TO US IN THE THREE (3) MONTHS IMMEDIATELY

PRECEDING THE DATE OF THE APPLICABLE CLAIM (FOR ANY AVOIDANCE OF DOUBT, FEES ACTUALLY PAID BY YOU TO US WILL NEVER AND SHALL NEVER INCLUDE FEES FOR CREATOR SERVICES PAID TO CREATORS).

14. Indemnification

- a. You will indemnify, defend, and hold us, our affiliates and our/their employees, officers, directors, contractors, agents, and consultants, including but not limited to, financial advisors, accountants and attorneys (collectively “Representatives”) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in these General Terms; (ii) your wrongful or improper use of the Gentlyx Platform or any related services; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of rules set for Content, Creator Content and your actions at the Gentlyx Platform; (v) your violation of any applicable law, rule or regulation of any country; and (vi) any other party’s access and/or use of the Gentlyx Platform with your unique name, password or other appropriate security code.

15. Termination

- a. These General Terms will remain in full force and effect while you use the Gentlyx Platform and/or have an Account at the Gentlyx Platform. You may cancel your Account at any time by contacting our customer support team.
- b. We may suspend, restrict, or terminate your access to the Gentlyx Platform and/or deactivate or terminate your Account, with or without explanation, by giving you notice of our actions or without such notice.

16. General Provisions

- a. Although we intend to provide accurate and timely information on the Gentlyx Platform, such information may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, the Gentlyx Platform or any of our related services. Accordingly, you should verify all information before relying on

it, and all decisions based on information contained on the Gentlyx Platform are your sole responsibility and we shall have no liability for such decisions.

- b. From time to time, we may make available special offers or conduct promotions to all or certain users. Subject to applicable laws, we may establish qualifying criteria to participate in any special promotion at our sole discretion. We may revoke any special offer at any time without notice. We shall have no obligation to make special offers available to all customers.
- c. All notices and communications by you to us under these General Terms shall be made in writing to e-mail: support@Gentlyx.com and are effective on the date received (unless the notice specifies a later date).
- d. These General Terms of Service, Terms of Service for Creators, Privacy Policy, and all other documents incorporated by reference herein and therein, comprise the entire agreement between you and us.
- e. Section headings in these General Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these General Terms.
- f. These General Terms are personal to you, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights, licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving the Gentlyx Platform.
- g. If any provision of these General Terms is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.
- h. We may not always strictly enforce our rights under these General Terms. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.
- i. These General Terms and any information or notifications that you or we are to provide should be in English. Any translation of these General Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these General Terms or other documents shall prevail.
- j. These General Terms are deemed entered into by the parties in the Republic of Cyprus. These General Terms shall be governed exclusively under the laws of the Republic of Cyprus and shall be subject to the exclusive jurisdiction of the Republic of Cyprus courts.

- k. We may modify these General Terms by providing notice of such changes, such as by sending you an email, providing notice through the Gentlyx Platform, or updating the “Last Updated” date of these General Terms. By continuing to access or use the Gentlyx Platform, you confirm your agreement to the modified General Terms. If you do not agree to any modification to these General Terms, you must stop using the Gentlyx Platform. We encourage you to frequently review General Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Gentlyx Platform.
- l. Upon termination of these General Terms, all sections of these General Terms which by their nature should survive termination or expiration will survive.

17. Copyright infringements

- a. It is our policy to respond to alleged infringement notices that comply with the Copyright Law 59/1976 of the Republic of Cyprus (“Copyright Law”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Gentlyx Platform, please notify us as set below. For your complaint you must provide the following information in writing:
 - i. an electronic or physical signature of a person authorised to act on behalf of the copyright owner;
 - ii. identification of the copyrighted work that you claim has been infringed;
 - iii. identification of the material that is claimed to be infringing and where it is located on the Gentlyx Platform;
 - iv. information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address;
 - v. a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agents, or law; and
 - vi. a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.
- b. PLEASE NOTE THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.
- c. We will notify a user-provided Content and/or Creator Content that an infringement notification has been received and that the infringing Content and/or Creator Content will be removed at the end of 24 hours unless a counter-notice is supplied to us. If no

legitimate counter-notice is supplied, the infringing Content and/or Creator Content will be removed from the Gentlyx Platform.

- d. If a counter-notice is received by our customer support, we will restore access to such Content and/or Creator Content and notify the original complaining party. The Content and/or Creator Content will then remain published unless the copyright owner files an action seeking a court order against the user provided the Content and/or Creator Content.
- e. Please contact our support team in order to file a complaint at the following address:
ATTN CAPITAL EU LTD, Attn: Copyright Infringement
Address – John Kennedy, 8, IRIS HOUSE, Floor 7, Office 740C 3106, Limassol, Cyprus
Or at the following email: support@Gentlyx.com

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