Terms-of-Service Agreement

Last Updated: [7/25/2022]

This terms-of-service agreement is entered into between you and Proof of Peach LLC, an Oregon limited liability company ("Proof of Peach," "we," or "us"). The following agreement, together with any documents it references (collectively, "agreement"), governs your access to and use of ProofofPeach.com, including any content, functionality, and services offered on or through ProofofPeach.com ("Website"), whether as a guest or a registered user.

1. Acceptance of Agreement

1.1 This document contains very important information regarding your rights and obligations, and conditions, limitations, and exclusions that might apply to you. Please read it carefully.

1.2 This agreement requires the use of arbitration individually to resolve disputes, rather than jury trials or class actions.

1.3 By using the Website or by clicking to accept or agree to the agreement when this option is made available to you, you accept and agree to be bound and abide by this agreement. If you do not want to agree to this agreement, you must not access or use the Website.

1.4 This Website is offered and available to persons who are 18-years old or older, who have reached the age of majority where they live, and who are not prohibited by law from accessing or viewing sexually explicit content. By using this Website, you state that the following facts are accurate: (a) you are at least 18-years old; (b) if the laws of your jurisdiction provide that you can only be legally bound by a contract at an age that is higher than 18-years old, then you are old enough to be legally bound by a contract under the laws of that jurisdiction; (c) you will provide all other information or verification as we require; (d) you are permitted by the laws of your jurisdiction to join the Website and to view any Materials available on it and to use any functionality provided by it; and (e) you are able and willing to make payment (where required) to view Materials available on the Website that you wish to view. If you do not meet all these requirements, you must not access or use the Website.

2. Changes to Agreement. We may revise and update this agreement from time to time. All changes are effective immediately when posted and apply to all access to and use of the Website from then on. However, any changes to section 23 (Governing Law and Jurisdiction) or section 24 (Arbitration) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website after the posting of the revised agreement means that you accept and agree to the changes. You should frequently check this page, so you are aware of any changes, as they are binding on you.

3. Adult-Oriented Content

3.1 Agreement to View Adult Material. The Website is designed and intended solely for adults who are interested in and wish to have access to visual images, verbal
descriptions, and audio sounds of a sexually oriented, and frankly erotic, nature. The material available on the Website include graphic visual depictions and descriptions of nudity and sexual activity and is prohibited to be accessed by anyone under the legal age in their respective jurisdiction or by those who do not wish to be exposed to that material. **If you do not meet these requirements, you must not access the Website and must leave now.** We will not be responsible to you if you suffer any loss or damage as a result of your accessing or viewing this Website in a way that places you in breach of any contract you have with a nonparty (for example, your employment contract) or in breach of any law.

3.2 **Section 230(d) Notice.** Under 47 U.S.C. § 230(d), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar terms. If minors have access to your computer, please restrain their access to sexually explicit material by using these products, which we provide for informational purposes only and do not endorse: CYBERsitter™ | Net Nanny® | CyberPatrol | ASACP.

3.3 **Child Sexual Abuse Material (CSAM) Prohibited.** We prohibit content involving minors on the Website. We only allow visual media of consenting adults for consenting adults on the Website. If you see any visual media, real or simulated, depicting minors engaged in sexual activity on the Website or that is otherwise exploitative of children, please promptly report this to us at abuse@proofofpeach.com. Please include with your report all appropriate evidence, including the date and time of identification. We will promptly investigate all reports and take proper action. We cooperate with any law enforcement agency investigating alleged child exploitation or child sexual abuse material.

3.4 **Prostitution and Sex Trafficking Prohibited.** We prohibit using the Website or its interactive services in any way to engage in, take part in, aid, support, promote, ask for, or ease any act of prostitution of another person or sex trafficking of another person. This prohibition includes using the Website or its interactive services to share personal contact details or arrange face-to-face meetings. If you see any evidence of this on the Website, please promptly report this to us at abuse@proofofpeach.com. Please include with your report all evidence, including the date and time of identification. We will promptly investigate all reports and take proper action. We will terminate the account of any person engaging in any prostitution or sex trafficking. We will report all individuals suspected of promoting or facilitating the prostitution of another person or sex trafficking to the appropriate law enforcement agency. We will cooperate with any law-enforcement agency investigating prostitution or sex trafficking.

4. **Accessing the Website.** We may withdraw or amend our Website and any service or material provided on it without notice. We will not be liable if, for any reason, any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for making all arrangements necessary for you to access the Website and its content. Access to the Website might not be legal by certain persons or in certain countries. We are not making any statement that the Website or its Materials are accessible or appropriate in your
jurisdiction. Please check with your individual jurisdiction for legality. Otherwise, you access the Website on your own initiative and are responsible for complying with local laws.

5. Your Account

5.1 Registration. To access many of the Website’s features, you must create an account. Registration is free and for a single user only. To register, you must complete the registration process by providing us with accurate information as prompted by the registration form. You must provide a valid email address, a username, and a password. Do not choose a username that is offensive or that infringes anyone’s service mark, trademark, or trade name. We may delete or require you to change any username that violates this section 5.1. Your password should be unique (meaning that it is different from those you use for other websites) and must comply with the Website’s technical requirements for the composition of passwords. By creating an account, you state to us that (a) all account registration and profile information you provide is your own and is accurate; (b) if you previously had an account on the Website, we did not suspend or terminate that account for breach of this agreement; and (c) you are creating an account for your personal use, and you will not sell, rent, or transfer your account to anyone.

5.2 Verified Users. You must be a verified user before you can post or appear in photographs or audiovisual content on or through our Website. To become a verified user, you must first provide us with a government-issued identification so that we can verify your identity and age. By providing us with a government-issued identification, you hereby authorize us to provide your government-issued identification to a nonparty vendor for validation purposes.

5.3 Responsibility for Account. You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must promptly let us know about any unauthorized use of your account or any other security breach. You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account. We may disable any username, password, or other identifier, whether chosen by you or provided by us, at any time for any reason or no reason, including if, in our opinion, you have violated any part of this agreement.

5.4 Liability for Account Misuse. We will not be liable to you for any loss that you might incur because of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by another person or us because of someone else’s use of your password or account.

5.5 Use of Other Accounts. You must not use anyone else’s account at any time.

5.6 Account Security. We care about the integrity and security of your personal information. But we cannot guarantee that unauthorized persons will never defeat the Website’s security measures or use any personal information you provide to us for improper purposes. You provide your personal information at your own risk.

5.7 Communication Preferences. By registering for an account, you hereby consent to receive electronic communications from us about your account. Communications might
involve sending emails to the email address you provided during registration or posting communications on the Website and will include notices about your account (e.g., change in password, confirmation emails, and other transactional information) and are part of your relationship with us. You acknowledge that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that those communications be in writing. We recommend that you keep copies of electronic communications by printing a paper copy or saving an electronic copy. You also hereby consent to receive other communications from us, including newsletters about new features and content, special offers, promotional announcements, and customer surveys by email or other methods. You acknowledge that communications you receive from us might contain sexually explicit material unsuitable for minors. If you no longer want to receive non-transactional communications from us, please review our Privacy Policy on how to opt out of marketing communications.

6. **Intellectual Property Rights**

6.1 **Ownership.** Proof of Peach owns and operates the Website. All content, features, functionality, and other materials found on the Website, including all visual interfaces, graphics, information, software (including source code and object code), text, displays, images, photos, videos, and audio, and the design, selection, and arrangement of them (collectively, “Materials”) are owned by Proof of Peach, its licensors, or other providers of those Materials. United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws protect all Materials found on the Website.

6.2 **License Grant.** Proof of Peach hereby grants you a single, limited, personal, nontransferable, nonsublicensable, nonexclusive license (i.e., a personal and limited right) to access and use the Website and the Materials for your personal, noncommercial use only. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Website, except as follows:

(a) Your computer may temporarily store copies of the Materials in RAM incidental to your accessing and viewing those Materials.

(b) You may store files that are automatically cached by your Web browser for display enhancement purposes.

(c) You may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication, or distribution.

(d) You may view or download (where enabled) any digital media content to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution.

(e) If we offer desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own
personal, noncommercial use, subject to our end user license agreement for those applications.

(f) If we provide social media features with certain content, you may take those actions as are enabled by those features.

6.3 License Restrictions

(a) You must not:

(i) Download any Materials unless the Website itself gives you that option.

(ii) Modify copies of any Materials from the Website.

(iii) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

(iv) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Materials from the Website.

(b) You must not access or use any part of the Website or the Materials available through it for any commercial purposes unless we agree otherwise in writing.

(c) If you print, copy, modify, download, record, or otherwise use or provide any other person with access to any part of the Materials in breach of this agreement, your right to use the Website will terminate immediately, and you must, at our option, return or destroy any copies of the Materials you have made. No interest in the Website or any Materials on the Website is transferred to you, and Proof of Peach reserves all rights not expressly granted. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws.

6.4 Trademarks. Proof of Peach LLC's name and logo; the term PROOFOFPEACH; the Website’s logo; and all related names, domain names, logos, product and service names, designs, and slogans, as well as the Website’s look and feel, including all page headers, custom graphics, button icons, and scripts are trademarks or trade dress of Proof of Peach, its affiliates, or licensors. You must not use those marks in whole or in part with any product or service that is not ours, in any manner that is likely to cause confusion among consumers, or in any way that disparages or discredits us, without first obtaining our written permission. Any use of these marks must be under any guidelines that we may provide you from time to time. All other service marks, trademarks, trade names, logos, product and service names, designs, and slogans on this Website are the marks of their respective owners. Reference on the Website to any products, services, processes, or other information—by trade name, trademark, manufacturer, supplier, or otherwise—does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

7. Prohibited Uses
7.1 You must use the Website only for lawful purposes and in accordance with this agreement. You must not use the Website:

(a) In any way that violates any federal, state, local, or international law or regulation (including any laws about exporting data or software to and from the US or other countries).

(b) To exploit, harm, or try to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise.

(c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in this agreement.

(d) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

(e) To impersonate or try to impersonate us, a Proof of Peach employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the preceding).

(f) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as we decide, may harm our Website’s users or us or expose them or us to liability.

7.2 Additionally, you must not:

(a) Use the Website in any way that could disable, overburden, damage, or impair the Website or interfere with any other person’s use of the Website, including their ability to engage in real-time activities through the Website.

(b) Conduct, facilitate, authorize, or permit any text or data mining or web scraping regarding the Website or any services provided through, or concerning, the Website. This includes using (or permitting, authorizing, or attempting to use): (i) any “robot,” “bot,” “spider,” “scraper,” or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, record, or republish any part of the Website or any data, content, information, or services accessed through the Website; or (ii) any automated analytical technique aimed at analyzing text and data in digital form to generate information that includes but is not limited to patterns, trends, and correlations.

(c) Use any manual process to monitor or copy any of the Materials or any other unauthorized purpose without our prior written consent.

(d) Use any device, software, or routine that interferes with the proper working of the Website.

(e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
 Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

(g) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

(h) Otherwise try to interfere with the Website’s proper working.

8. **User Contributions**

8.1 **In General.** The Website contains personal webpages or profiles, live streaming, messaging, timelines, comment sections, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (collectively, “post”) content or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with the Content Standards set out in section 10. We will consider nonconfidential and nonproprietary any User Contribution you post to the Website.

8.2 **License Grant.** For each User Contribution you post on our Website, you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, an unrestricted, worldwide, sublicensable, non-exclusive license to:

(a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display that User Contribution (including for promoting and redistributing any part of the Website (and derivative works of it)) in any form, format, media, or media channels now known or afterwards developed or discovered; and

(b) use the name, identity, likeness, and voice (or other biographical information) that you submit with that User Contribution.

By enabling access to your User Contribution to any end user or nonparty, you hereby grant each such person permission to stream (or download, where enabled) your User Contribution. The license period begins when you submit the User Contribution to the Website and ends when you or Proof of Peach deletes it, on condition that Proof of Peach may retain archival copies: (a) for a limited period in case you wish to restore it; (b) when the User Contribution is the subject of a takedown notice or other legal claim; or (c) when Proof of Peach in good faith believes that it is legally obligated to do so. You hereby waive any so-called “moral rights” that you might have in any User Contributions.

8.3 **Account Profile.** Proof of Peach may use your name, likeness, biography, trademarks, logos, and other identifiers used by you in your account profile to display those properties to the public or the audiences you have specified. You may revoke the preceding license by deleting your account. Proof of Peach may identify public profiles in its marketing and investor materials.

8.4 **Requirements for Persons Depicted in User Contributions.** You must obtain and keep on
record written consent from all persons (including yourself) depicted in your User Contributions specific to the following areas: (a) consent to be depicted in the User Contribution; (b) consent to allow for the public distribution of the User Contribution and to upload the User Contribution to the Website; and (c) if the User Contribution will be made available for downloading by other users, consent to have the User Contribution downloaded. In addition, you must verify the identity and age of all persons depicted in your User Contributions to ensure that all persons depicted are adults, and you must be able to provide us with supporting documents on request.

8.5 18 U.S.C. § 2257 Obligations. Federal law requires you to keep records for any visual depictions that you post on or through the Website that portray “actual sexually explicit conduct,” “depictions of the genitals or pubic area,” or “simulated sexually explicit activity,” as those terms are defined in 18 U.S.C. §§ 2256(2)(A)(i)–(iv) and 2257A. Your failure to comply with 18 U.S.C. § 2257 might make you subject to criminal and civil prosecution for violating federal law.

8.6 Statements of Fact. You state that the following facts about any User Contribution you post on or through the Website are accurate:

(a) all persons depicted in your User Contributions were at least 18-years old and the age of majority in your jurisdiction at the time of production;

(b) you own or control all rights in and to your User Contributions and have the right to grant the license granted in section 8.2 to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns;

(c) if you are depicted in any User Contribution, you consent to be depicted in that User Contribution;

(d) you consent to allow for the public distribution of your User Contributions and to upload the User Contributions to the Website;

(e) if you make the User Contribution available for downloading by other users, you consent to have those User Contributions downloaded;

(f) you obtained and will keep on record written consent from all persons (including yourself) depicted in your User Contributions, including consent to be depicted in that User Contribution, consent to allow for the public distribution of that User Contribution and to upload that User Contribution to the Website, and if that User Contribution will be made available for downloading by other users, consent to have that User Contribution downloaded;

(g) you verified the identity and age of all persons depicted in your User Contributions to ensure that all persons depicted are adults and you can provide supporting documents to us on request;

(h) if any User Contributions contains the name, identity, likeness, and voice (or other biographical information) of another person, you have obtained the
appropriate consents and licenses for your use of those features, and that Proof of Peach and its affiliates and service providers, and each of their and Proof of Peach’s respective licensees, successors, and assigns, are allowed to use them to the extent indicated in this agreement;

(i) your User Contributions do not and will not infringe, violate, or misappropriate another person’s rights, including any copyright, service mark, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

(j) your User Contributions do not and will not defame or disparage another person;

(k) your User Contributions do not contain viruses, adware, spyware, worms, or other harmful or malicious code; and

(l) your User Contributions otherwise comply with this agreement and law.

8.7 You Upload User Contributions at Your Own Risk. You acknowledge that you are responsible for any User Contribution you post, and you, not us, have full responsibility for that User Contribution, including its legality, reliability, accuracy, and appropriateness. We are not liable to any person for the content or accuracy of any User Contribution posted by you or any other user. We use reasonable security measures to try to protect User Contributions against unauthorized copying and distribution. But we do not guarantee that any unauthorized copying, use, or distribution of User Contributions will not occur. **We provide any security measures “as is” and we are not making any warranties, guarantees, conditions, or assurances that those security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements, or other circumvention of those security measures.** We will not be liable to you for any unauthorized copying, use, or distribution of your User Contributions by nonparties, and to the greatest extent allowed by law, you hereby release all claims you might have against us for any such unauthorized copying or use of the User Contributions, under any equitable or legal theory.

9. Monitoring and Enforcement; Termination

9.1 We may:

(a) Remove or refuse to post any User Contributions for any or no reason;

(b) Take any action concerning any User Contribution that we consider necessary or appropriate, including if we believe that your User Contribution is illegal or otherwise violates this agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of the Website’s users or the public, or could create liability for Proof of Peach;

(c) Disclose your identity or other information about you if required by law (including a subpoena) to anyone who claims that material posted by you violates their rights, including their intellectual property rights or their right to
privacy;

(d) Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website, including posting illegal or unauthorized User Contributions; or

(e) Terminate or suspend your account or access to the Website for any reason or no reason, including violation of this agreement, fraud, or violation of law.

9.2 We will suspend access to any User Contribution you post on our Website that we become aware of that might not comply with this agreement or law while we investigate the suspected noncompliance or unlawfulness of that User Contribution. If we suspend access to your User Contribution, you may request a review of our decision to suspend access to that User Contribution by contacting us at abuse@proofofpeach.com. After investigating the suspected noncompliance or unlawfulness of that User Contribution, we may take any action we consider appropriate, including reinstating access, permanently removing, or disabling access to that User Contribution without needing to obtain your consent and without giving you prior notice. At your own cost, you must promptly provide to us all reasonable assistance (including by providing us with copies of any information that we request) in our investigation. We will not be responsible for any loss you suffer arising from our suspending access to your User Contribution or any other steps that we take in good faith to investigate any suspected noncompliance or unlawfulness of your User Contribution under this section.

9.3 If we suspend access to or remove any of your User Contributions, we will notify you by email or electronic message to your user account, but we are not required to give you prior notice of that removal.

9.4 If we suspend access to your account or terminate your agreement with us and your access to the Website, we will let you know. While access to your account is suspended, any payment that would otherwise have fallen due during the suspension will be suspended, and we may withhold earnings due to you but not yet paid if you are a creator under the terms of the Creator Agreement.

9.5 We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information about anyone posting any User Contributions on or through the Website. You hereby waive and shall indemnify Proof of Peach and its affiliates, licensees, and service providers against any claims resulting from any action taken during, or taken because of, investigations by either Proof of Peach or law enforcement authorities.

9.6 We review all User Contributions before they are published to our Website to ensure that they are not illegal and do not otherwise violate this agreement or law. In addition, in offering real-time or live video streaming content, we operate on a platform that we can fully control and that allows for real-time monitoring and the removal of the content being streamed. If we determine that any content being streamed is illegal or otherwise violates this agreement, or law, we will promptly block and remove that content. But we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or nonparty. We have no liability or responsibility to
anyone for performance or nonperformance of the activities described in this section 9.

10. **Content Standards.** These content standards ("Content Standards") apply to all User Contributions and the use of the Interactive Services. User Contributions must comply with all federal, state, local, and international laws and regulations. User Contributions must not:

10.1 Promote, depict, or discuss any activity that is illegal or otherwise violates law.

10.2 Contain any defamatory, obscene, indecent, abusive, offensive, harassing, threatening, violent, hateful, inflammatory, or otherwise objectionable material.

10.3 Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

10.4 Contain children, child sexual abuse material, age-play, incest, rape or non-consensual sex, hypnosis, intoxication, sexual assault, extreme violence, non-consensual pain, blood, cutting, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse, hardcore bondage, extreme fisting, genital mutilation, bestiality, urine or water sports, scat or excrement-related material, enema play, vomiting, menstrual bleeding, or any other matter that is illegal or violates law.

10.5 Contain unsolicited content or unsolicited language that sexually objectifies another person in a non-consensual way or contains fake or manipulated content concerning another person (including "deepfakes").

10.6 Promote, depict, or constitute “revenge porn” (being any sexually explicit material featuring any individual who has not given prior, express, and informed consent to that material (a) being taken, captured, or otherwise memorialized; or (b) being posted and shared on the Website).

10.7 Promote or depict firearms (excluding obvious toys), weapons (excluding obvious toys), or any goods whose sale, possession, or use is subject to prohibitions or restrictions.

10.8 Promote or depict alcohol or drugs or drug paraphernalia.

10.9 Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of anyone.

10.10 Violate any person’s legal rights (including the rights of publicity and privacy) or contain any material that could give rise to any civil or criminal liability under law or that otherwise might be in conflict with this agreement or our Privacy Policy.

10.11 Be likely to deceive anyone.

10.12 Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices. We do not allow User Contributions that promote (a) illegal schemes (like Pyramid/Ponzi schemes); (b) businesses that promise wealth with little or no effort; (c) unregistered securities offerings (absent a legal basis); (d) illegal products or services; and (e) product or services (even if legal)
using deceptive marketing practices. In addition, users must not use the Interactive Services for unsolicited direct marketing purposes.

10.13 Promote, facilitate, or solicit the prostitution of another person, sex trafficking, or human trafficking.

10.14 Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy anyone.

10.15 Impersonate any person or misrepresent your identity or affiliation with any person or organization.

10.16 Involve unauthorized commercial activities or sales, including unsanctioned contests, sweepstakes, and other sales promotions, barter, or advertising, including soliciting creators or fans for commercial ventures.

10.17 Give the impression that they emanate from or are endorsed by us or any other person or entity if that is not the case.

10.18 Contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, mobile device, or telecommunications equipment.

10.19 Disclose anyone’s private or personal information without their written consent.

10.20 Request personal information from, or disclose personal information to, anyone, including financial information, payment information (including electronic wallet address), email address, telephone number, or mailing address.

10.21 Request money from, or otherwise defraud, anyone.

11. Copyright Infringement. If you believe that any User Contributions infringes your copyright, please see our DMCA Policy for instructions on sending us a notice of copyright infringement. It is Proof of Peach’s policy to terminate the user accounts of repeat infringers.

12. Reliance on Information Posted

12.1 The information presented on or through the Website is made available solely for general information purposes. We are not making any warranty about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on those materials by you or any other visitor to the Website, or by anyone who might be informed of any of its contents.

12.2 This Website includes content provided by nonparties, including materials provided by other users, bloggers, and nonparty licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials and all articles and responses to questions and other content, other than the content provided by Proof of Peach, are solely the opinions and the responsibility of the person or entity providing
those materials. These materials do not necessarily reflect Proof of Peach’s opinion. We are not responsible, or liable to you or any nonparty, for the content or accuracy of any materials provided by any nonparties.

13. **Changes to the Website.** We may update the Materials on this Website from time to time, but the Website’s Materials are not necessarily complete or up to date. The Website’s Materials might be out of date at any given time, and we are not required to update those Materials.

14. **Information About You and Your Visits to the Website.** For information about how we collect, use, and share your personal information, please review our Privacy Policy.

15. **Creator Competitions.** Creators may promote competitions, promotions, prize draws, and other similar opportunities on the Website (“Creator Competitions”). We are not the sponsor or promoter of those Creator Competitions and do not bear any responsibility or liability for the actions or inactions of any creator who organizes, administers, or is otherwise involved in any promotion of those Creator Competitions. If you wish to participate in any Creator Competition, you are responsible for reading and ensuring that you understand the rules and any eligibility requirements and are lawfully able to participate in that Creator Competition in your place of residence.

16. **No Offline Communications.** You must not use the Interactive Services to arrange face-to-face meetings outside the Website with any creator or other user, including exchanging money or other consideration for sex or companionship. We prohibit any form of interaction with a creator or other user outside of the Website or the Interactive Services. If you do, you do so at your own risk, and we will not be liable to you for anything that happens outside of the Website with any creator or other user you meet on the Website.

17. **Purchases and Subscriptions**

17.1 **In General.** The Website is a marketplace that allows fans to purchase access to certain features, content, or services offered by third-party creators. All transactions and interactions facilitated by us are contracts between the fan and the creator governed by the Standard Agreement between Fan and Creator. Although we facilitate transactions and interactions between fans and creators by providing the Website, storing content, and acting as a payment intermediary, we are not a party to the Standard Agreement between Fan and Creator or any other agreement that might exist between a fan and a creator, and we are not responsible for any transactions or interactions between fans and creators. Creators are solely responsible for determining (within the Website’s pricing parameters) the pricing applicable to transactions and interactions and the content to which a fan may access or purchase. In this agreement:

(a) “content” means any material uploaded to Proof of Peach by any user (whether a creator or a fan), including any photos, videos, audio (for example, music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material;

(b) “creator” means a user who has set up their Proof of Peach account as a creator account to post content on Proof of Peach to be viewed or purchased by others;
“fan” means a user who subscribes to a creator and can view the creator’s content or who purchases a creator’s content on a pay-per-media basis; and

“subscription” means a fan’s subscription to a creator’s account (whether paid or unpaid, and whether for one month or as part of a bundle comprising a subscription for more than one month).

17.2 Payment. We accept payment through cryptocurrency only. You must have a sufficient amount of cryptocurrency to make a purchase. You must comply with any relevant terms or other legal agreement that governs your use of cryptocurrency. All payments will be charged in cryptocurrency. Prices may change at any time, and we do not offer price protection or refunds in case of a price reduction or promotional offering. It is your responsibility to check the price before making a purchase. Pricing excludes any taxes or gas charges, which are extra costs charged to you.

17.3 Subscriptions; Auto-Renewal; Cancellation. Except for free-trial subscriptions, all subscriptions to a creator’s profile will automatically renew at the end of the relevant subscription period selected, on condition that you have set your electronic wallet to auto draw and pay. If you want to stop subscribing to a creator’s profile and paying continuing subscription charges, you will need to turn off auto draw and pay in your electronic wallet. If you cancel a subscription, you will continue to have access to the relevant creator’s content until the end of the current-subscription period, after which you will no longer be able to view the relevant creator’s content (unless you choose to purchase a new subscription to that creator’s profile). If we suspend your user account for breach of this agreement, any payments that would otherwise have fallen due during that suspension will be suspended.

17.4 Pay-Per-Media Content. The Website permits creators to post content that can only be accessed after paying a specified amount (“Pay-Per-Media Content”). Creators determine the amount to charge for Pay-Per-Media Content. We may remove any Pay-Per-Media Content for any or no reason. By purchasing any Pay-Per-Media Content, you acknowledge that (a) we are not the creator or source of that Pay-Per-Media Content; (b) the creator posting that Pay-Per-Media Content is solely responsible for any claims or liabilities arising out of that Pay-Per-Media Content; (c) you purchase and use Pay-Per-Media Content solely at your own risk; (d) we have no responsibility for viewing or screening any Pay-Per-Media Content other than to ensure that the Pay-Per-Media Content is not illegal and does not otherwise violate this agreement, the creator agreement, or law; and (e) you hereby release us, our affiliates, successors, assigns, officers, employees, agents, directors, shareholders, and attorneys from all claims and liabilities arising out of that Pay-Per-Media Content.

17.5 Tipping. You may tip creators through the Website. You acknowledge the following about tipping:

(a) Tipping is not required to use the Website.

(b) You tip at your option and risk.

(c) Creators must not solicit tips by any means of payment other than through the
means provided on the Website.

(d) Tips are a voluntary gratuity and must not be given in exchange for specific services. Promising to tip in exchange for performing any specific act is prohibited. This conduct will result in an immediate and lifetime ban from the Website.

(e) Tips are chargeable when made. We will not return a tip made from your account except in situations that we consider, in our sole discretion, to be extraordinary.

17.6 Taxes. You are responsible for all federal, national, state, provincial, or local sales or use taxes, value-added taxes (VAT), or similar taxes or fees payable with your purchase. If we must collect or pay any taxes with your purchase, we will charge you those taxes at the time of each purchase transaction.

17.7 Refund Policy. All sales and transactions are final. Payments are nonrefundable and earned on receipt. There are no refunds or credits for partially used periods. If you are unhappy with a transaction with a creator, please inform that creator. If there is a technical error on the Website, we will work with you to resolve it. We may approve a refund in the form of a credit on request if exceptional circumstances exist. If you believe exceptional circumstances exist for a refund, please email us at support@proofofpeach.com and explain the circumstances you believe merits a refund. We are not making any promise that we will offer you a refund. If we issue a refund at our sole discretion, we will issue that refund in the form of a credit to your electronic wallet. We will not make refunds in the form of cash, check, or free services. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances, nor does it require us to issue refunds in the future under any circumstance. If a creator terminates your access to their account because you threatened, harassed, bullied, or stalked that creator through the Website, you will not receive a refund or any credit.

17.8 Billing Disputes. If you believe that we have charged you in error, you must notify us in writing no later than 30 days after receiving the billing statement in which the error first appeared. If you do not notify us in writing of a dispute within this 30-day period, you waive any disputed charges. You must submit any billing disputes to us by email at support@proofofpeach.com. Please include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes in a bill and add or credit them against your future payments. If we consider that any billing dispute made by you was made in bad faith, we have the right to suspend or terminate your user account (or any future user account you create).

18. Linking to the Website and Social Media Features

18.1 You may link to our homepage or your profile page, on condition that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
18.2 This Website may provide certain social media features that enable you to:

(a) Link from your own or certain nonparty websites to certain content on this Website.

(b) Send emails or other communications with certain content, or links to certain content, on this Website.

(c) Cause limited parts of content on this Website to be displayed or appear to be displayed on your own or certain nonparty websites.

18.3 You may use the features set out in section 18.2 solely as they are provided by us solely for the content they are displayed with, and otherwise under any additional terms we provide for those features. Subject to the preceding, you must not:

(a) Establish a link from any website that is not owned by you.

(b) Cause the Website or parts of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

(c) Link to any part of the Website other than the homepage or your profile page.

(d) Otherwise take any action regarding the materials on this Website that is inconsistent with any other provision of this agreement.

18.4 The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this agreement.

18.5 You must cooperate with us in causing any unauthorized framing or linking immediately to stop. We may withdraw linking permission without notice.

18.6 We may disable any social media features and any links at any time without notice.

19. Links from the Website. If the Website contains links to other sites and resources provided by nonparties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that might arise from your use of them. If you decide to access any of the nonparty websites linked to this Website, you do so entirely at your own risk and subject to the terms of use for those websites.

20. Warranty Disclaimers

20.1 You acknowledge that we cannot and do not state that files available for downloading from the Internet or the Website will be free from loss, corruption, attack, viruses or other destructive code, interference, hacking, or other security intrusions. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output.
and for keeping a means external to the Website for any reconstruction of any lost data. We will not be liable for any loss or damage caused by (a) a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, mobile device, computer programs, data, or other proprietary material because of your use of the Website or any services or items obtained through the Website; or (b) by your downloading of any Materials posted on the Website or on any website linked to it.

20.2 You acknowledge that all transactions and interactions regarding creator content and creator offerings on the Website are between the fan and the relevant creator and are governed by the Standard Agreement between Fan and Creator. You further acknowledge that we are not a party to or responsible for any transaction or interaction between any fan and any creator. Nor are we responsible for any creator content found on the Website. We do not own any creator content on the Website, and the views expressed by creators on their creator profiles or in their creator content do not represent our views.

20.3 You use the Website, the Materials, and any services or items obtained through the Website at your own risk. We offer the Website, the Materials, and any services or items obtained through the Website “as is” and “as available,” without making any warranty, either express or implied. Neither we nor any person associated with us is making any warranty about the Website’s completeness, security, reliability, quality, accuracy, or availability. Neither we nor anyone associated with us is making any warranty (1) that the Website, the Materials, or any services or items obtained through the Website will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers; (2) that we will host, make available, or remove any specific piece of content; (3) concerning any content submitted by or actions of our users; (4) that any geo-filtering or digital rights management solution that we might offer will be effective; (5) that the Website or any services or items obtained through it will otherwise meet your needs or expectations; (6) that we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or (7) concerning any third-party websites and resources.

20.4 We are not making any warranty about the Website, whether express, implied, statutory, or otherwise, including but not limited to any warranties of merchantability, noninfringement, and fitness for a particular purpose. No advice or information, whether oral or written, obtained from Proof of Peach, the Website, or elsewhere will create any warranty not expressly stated in this agreement.

20.5 The above does not affect any warranties that cannot be excluded or limited under law.

21. Limitation of Liability

21.1 Except as otherwise provided in section 21.2 and section 21.3, in no event will Proof of Peach, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for any damages under any legal theory arising out of or with your
use, or inability to use, the Website, and websites linked to it, any content on the Website or those other websites, including any indirect, special, incidental, consequential, exemplary, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. To the greatest extent provided by law, in no event will the collective liability of Proof of Peach and its subsidiaries and affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of US$500 or the amount you have paid to Proof of Peach in the last six months out of which liability arose.

21.2 The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Website.

21.3 The above does not affect any liability that cannot be excluded or limited under law.

22. **Indemnification.** You shall indemnify us against all losses and liabilities, including legal fees, that arise from this agreement or relate to your use of the Website, including your submission of User Contributions. We reserve the right to exclusive control over the defense of a claim covered by this section. If we use this right, then you will help us in our defense. Your obligation to indemnify under this section also applies to our subsidiaries, affiliates, officers, directors, employees, agents, and service providers.

23. **Governing Law and Jurisdiction**

23.1 Oregon law governs all adversarial proceedings arising out of this agreement or access or use of the Website. This agreement's predominant purpose is providing services and licensing access to intellectual property and not a “sale of goods.” The United Nations Convention on Contracts for the International Sale of Goods will not govern this agreement, the application of which is expressly excluded.

23.2 Except for disputes subject to arbitration, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the District of Oregon or in a state court in Oregon. Each party acknowledges that those courts would be a convenient forum. **Each party hereby waives its right to a trial by jury in any adversarial proceedings arising out of this agreement.**

24. **Arbitration**

24.1 You and Proof of Peach are agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration. Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims)
between you and us arising from or relating in any way to your use of the Website, will be resolved exclusively and finally by binding arbitration.

24.2 Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is not available) will administer the arbitration under its rules available at www.arbresolutions.com, then in effect, except as modified by this section 24. The Federal Arbitration Act will govern the interpretation and enforcement of this section 24. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that affords the prevailing party legal fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

24.3 You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of the date your claim arose. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

24.4 You agree to an arbitration on an individual basis. In any dispute, neither you nor Proof of Peach will be entitled to join or consolidate claims by or against other users in court or in arbitration or otherwise participate in any claim as a class representative, class member, or in a private attorney general capacity. The arbitral tribunal will not consolidate more than one person’s claims and will not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

24.5 If any provision of this section 24 is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

25. **Recovery of Expenses.** In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.

26. **Limitation on Time to Bring Claims.** A party shall not bring a claim arising out of this agreement or access or use of the Website more than one year after the cause of action arose. Any claim brought after one year is barred.

27. **General**

27.1 **Entire Agreement.** This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties, except that any additional terms on the Website will govern the items to which they pertain, including, but not
limited to, the Privacy Policy, the DMCA Policy, the Complaint Policy, the Creator Agreement, and the Referral Program Terms.

27.2 Assignment. This agreement is personal to you. You shall not transfer (a) any discretion granted under this agreement, (b) any right to satisfy a condition under this agreement, (c) any remedy under this agreement, or (d) any obligation imposed under this agreement. Any purported transfer by you in violation of this section 27.2 will be void.

27.3 Waiver. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

27.4 Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

27.5 Notices

(a) Notice to Us. You may give notice to us by email at support@proofofpeach.com unless the Website specifies a different email address for giving notice. We may change our contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for notifying us.

(b) Notice to You—Electronic Notice. You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Website chosen for this purpose. You state that any email address you gave us for contacting you is a valid email address for receiving notice.

27.6 No Third-Party Beneficiaries. Except as set out in section 22, this agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

27.7 Electronic Communications Not Private. We do not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to us or from us as open communications readily accessible to the public. You should not use the Website to send or receive messages that you only intend the sender and named recipients to read. Users or operators of the Website may read all messages you send to or through the Website regardless of whether they are the intended recipients.

27.8 Recording Communications. We may record communications conducted or initiated using the Interactive Services including all livestream, chat, email, voice, data, and other forms of communications. We use recorded data obtained to evaluate the Website, to monitor compliance with this agreement, for quality assurance purposes, and to promote the Website. You may opt out of our use of any recording for marketing purposes by sending an email to privacy@proofofpeach.com and putting “Recording Opt-Out” in the subject of the email.

27.9 Electronic Signatures. Any affirmation, assent, or agreement you send through the
Website will bind you. When you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

27.10 **Consumer Rights Information—California Residents Only.** This section 27.10 applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following:

Proof of Peach LLC  
5305 River Road N., Suite B  
Keizer, Oregon 97303

Users who wish to gain access to the password-restricted area of the Website must register. We do not charge consumers for registering, but creators charge for access to various content and features. You may contact us at support@proofofpeach.com to resolve any billing disputes or to receive further information about the Website.

27.11 **Complaints—California Residents Only.** You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.

27.12 **Unsolicited Idea Submission Policy.** We and our employees do not accept or consider unsolicited ideas, suggestions, proposals, comments, or materials, including new or improved products, services or technologies, product or service enhancements, processes, advertising campaigns, promotions, marketing plans, or new product or service names (collectively, “Submissions”). Please do not send any Submissions in any form to us or any of our employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when our products, services, marketing, or other projects might seem similar to any Submissions made to us. If, despite our policy, you still submit your ideas to us, the following terms will apply to your Submissions, regardless of what your communication states. You acknowledge that: (1) we will consider the Submissions to be nonconfidential and nonproprietary; (2) we may use, copy, redistribute, and disclose the Submissions for any purpose in any way, without compensation to you or any other person or party; and (3) we will have no obligations for the Submissions, including no obligation to review the Submissions, return any materials, or acknowledge receipt of the Submissions. If you do not agree to these terms, please do not send us any Submissions.

27.13 **Feedback.** While we cannot accept unsolicited ideas, we always welcome feedback on our existing business. If you want to send us your feedback, please only provide specific feedback on our existing business and do not include ideas that the policy stated in section 27.12 prohibits. Any feedback you provide is considered nonconfidential and nonproprietary. We will be free to use that information on an unrestricted basis with no compensation to you or any other person or party.

27.14 **Your Comments and Concerns.** The Website is operated by Proof of Peach LLC, 5305 River Road North, Suite B, Keizer, Oregon 97303, USA. All notices of copyright
infringement claims should be sent to the copyright agent designated in our DMCA Policy in the manner and by the means set out in it. All abuse notices, including alleged child sexual abuse material (CSAM), should be directed to abuse@proofofpeach.com. You should direct all other feedback, comments, requests for technical support, and other communications relating to the Website to us at support@proofofpeach.com.