

TERMS OF USE FOR ALL USERS

BY USING OUR WEBSITE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

** Please note Influencer and Content creator are interchangeable and should be viewed as the same**

**Disclaimer: [The author/influencer/content creator/fan) assumes no responsibility or liability for any errors or omissions in the content of isuperchat.com. The information contained in isuperchat.com is provided on an "as is" basis with no guarantees of completeness, accuracy, usefulness or timeliness. **

1. Introduction: These Terms of Use for all Users govern your use of isuperchat and your agreement with us.
2. Interpretation: In the Terms of Service:
 1. we refer to our website as "isuperchat", including when accessed via the URL www.isuperchat.com;
 2. references to "we", "our", "us" are references to Brioche Ware WY LLC Limited, the operator of isuperchat;
 3. "Content" means any material uploaded to isuperchat 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 whatsoever;
 4. "Creator" means a User who has set up their superchat account as a Creator account to post Content on superchat to be viewed by other Users;
 5. "Fan" means a User who follows a Creator and is able to view the Creator's Content;
 6. "Fan/Creator Transaction" means any transaction between a Fan and a Creator on isuperchat by which access is granted to the Creator's Content including in any of the following ways: (i) payments made by a Fan to view a Creator's pay-per-conversation Content (pay-per-conversation media and pay-per-conversation live stream), and
 - i. tip by the Fan of the fan interaction function on a Creator's account;
1. "Fan Payment" means any and all payments made by a Fan to a Creator
 - i. in connection with a Fan/Creator Transaction, or (ii) by way of a tip for a Creator;
2. "Referring User" means a User who participates in the isuperchat Referral Program;
3. "Standard Contract between Fan and Creator" means the terms which govern each Fan/Creator Transaction

4. "isuperchat fee" means a Fan's fee to a Creator's account (whether paid or unpaid, and whether for one month or as part of a bundle comprising a fee for more than one month);
5. "Terms of Service" (also called "your agreement with us") means the legally binding agreement between you and us which consists of: (i)

these Terms of Use for all Users, (ii) Terms of Use for Fans, (iii) Terms of Use for Creators, (iv) Privacy Policy, (v) Acceptable Use Policy, (vi) Referral Program Terms, (vii) Complaints Policy, (viii) Platform to Business Regulation Terms; and (ix) Community Guidelines;

1. "User" means any user of isuperchat, whether a Creator or a Fan or both (also referred to as "you" or "your").
1. Who we are and how to contact us: isuperchat is operated by Brioche Ware WY LLC Limited. We are a limited company
2. To contact us with any questions about isuperchat, please email our support team at support@isuperchat.com. If you are unable to contact us by email
3. How we may change the Terms of Service: We may change any part of the Terms of Service without telling you beforehand in the following circumstances:
 1. to reflect changes in laws and regulatory requirements which apply to isuperchat and the services, features and programs of isuperchat where such changes require isuperchat to change its terms and conditions in a manner which does not allow us to give reasonable notice to you; and
 2. to address an unforeseen and imminent danger related to defending isuperchat, Fans or Creators from fraud, malware, spam, data breaches or other cybersecurity risks.
4. We may also make other changes to any part of the Terms of Service, and we will give you reasonable notice of such changes by email or through isuperchat, and you may contact us to end your agreement with us before the changes take effect. Once any updated Terms of Service are in effect, you will be bound by them if you continue to use isuperchat.
5. We may make changes to or suspend or withdraw isuperchat: We may update and change isuperchat from time to time for any reason, including to reflect changes to our services, Users' needs and our business practices or to improve performance, enhance functionality or address security issues. We will try to give you reasonable notice of any major changes. We do not guarantee that isuperchat, or any Content on it, will always be available or accessible without interruption. We may suspend or withdraw or restrict the availability of all or any part of isuperchat for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if it affects you.
6. Registering with isuperchat: To use isuperchat you must first register and create a User account on isuperchat. You must provide a valid email address, a username, and a password or authenticate using a valid Twitter or Google account (later

iteration). Your password should be unique (meaning that it is different to those you use for other websites) and must comply with the technical requirements of the isuperchat site for the composition of passwords. To register as a User:

1. you must be at least 18 years old, and you will be required to confirm this;
2. 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; and

1. you must be permitted by the laws of the country or State/province where you are located to join isuperchat and to view any Content available on it and to use any functionality provided by it.
2. you must provide such other information or verification records as we require.
1. If you do not meet the above requirements, you must not access or use isuperchat.
1. Your commitments to us: When you register with and use isuperchat, you make the following commitments to us:
 1. If you previously had an account with isuperchat, you confirm that your old account was not terminated or suspended by us because you violated any of our terms or policies.
 2. You will make sure that all information which you submit to us is truthful, accurate and complete.
 3. You will update promptly any of your information you have submitted to us as and when it changes.
 4. You consent to receiving communications from us electronically, including by emails and messages posted to your isuperchat account, and to the processing of your personal data as more fully detailed in our Privacy Policy.
 5. You will keep your account/login details confidential and secure, including your user details, passwords and any other piece of information that forms part of our security procedures, and you will not disclose these to anyone else. You will contact support@isuperchat.com promptly if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you log out of your account at the end of each session, and to be particularly careful when accessing your account from a public or shared computer so that others are not able to access, view or record your password or other personal information.
 6. You are responsible for all activity on your account even if, contrary to the Terms of Service, someone else uses your account.
 7. You will comply in full with these Terms of Use for all Users, our Acceptable Use Policy and all other parts of the Terms of Service which apply to your use of isuperchat.

2. Rights we have, including to suspend or terminate your account:
 1. We can but we are not obligated to moderate or review any of your Content to verify compliance with the Terms of Service (including, in particular, our Acceptable Use Policy) and/or any applicable law.
 2. It is our policy to suspend access to any Content you post on isuperchat which we become aware may not comply with the Terms of Service (including, in particular, our Acceptable Use Policy) and/or any applicable

law whilst we investigate the suspected non-compliance or unlawfulness of such Content. If we suspend access to any of your Content, you may request a review of our decision to suspend access to the relevant Content by contacting us at support@isuperchat.com. Following our investigation of the suspected non-compliance or unlawfulness of the relevant Content, we may take any action we consider appropriate, including to reinstate access to the Content or to permanently remove or disable access to the relevant Content without needing to obtain any consent from you and without giving you prior notice. You agree that you will at your own cost promptly provide to us all reasonable assistance (including by providing us with copies of any information which we request) in our investigation. We will not be responsible for any loss suffered by you arising from the suspension of access to your Content or any other steps which we take in good faith to investigate any suspected non-compliance or unlawfulness of your Content under this section.

1. If we suspend access to or delete any of your Content, we will notify you via email or electronic message to your isuperchat account, but we are not obligated to give you prior notice of such removal or suspension.
2. We reserve the right in our sole discretion to terminate your agreement with us and your access to isuperchat for any reason by giving you 30 days' notice by email or electronic message to your isuperchat account. We can also suspend access to your User account or terminate your agreement with us and your access to isuperchat immediately and without prior notice:
 - if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service (including in particular our Acceptable Use Policy), or if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User; or
 - if you take any action that in our opinion has caused or is reasonably likely to cause us to suffer a loss or that otherwise harms the reputation of isuperchat.
1. If we suspend access to your User account or terminate your agreement with us and your access to isuperchat we will let you know. During any period when access to your User account is suspended, any Fan Payments which would otherwise have fallen due during the period of suspension will be suspended, and we may withhold

all or any part of the Creator Earnings due to you but not yet paid out in accordance with section 13 of the Terms of Use for Creators.

2. Upon termination of your account, we may deal with your Content in any appropriate manner in accordance with our Privacy Policy (including by deleting it) and you will no longer be entitled to access your Content.

There is no technical facility on isuperchat for you to be able to access your Content following termination of your account.

1. We can investigate any suspected or alleged misuse, abuse, or unlawful use of isuperchat and cooperate with law enforcement agencies in such investigation.
 2. We can disclose any information or records in our possession or control about your use of isuperchat to law enforcement agencies in connection with any law enforcement investigation of any suspected or alleged illegal activity, to protect our rights or legal interests, or in response to legal process.
 3. We can change the third-party payment providers used to process payments on isuperchat and if we do so, we will notify you and store applicable details on your isuperchat account.
 4. Other than Content (which is owned by or licensed to Creators), all rights in and to isuperchat and its entire contents, features, databases, source code and functionality, are owned by us and/or our licensors. Such material is protected by copyright, and may be protected by trademark, trade secret, and other intellectual property laws.
 5. We are the sole and exclusive owners of any and all anonymised data relating to your use of isuperchat and such anonymised data can be used by us for any purpose, including for commercial, development and research purposes.
1. What we are not responsible for: We will use reasonable care and skill in providing isuperchat to you, but there are certain things which we are not responsible for, as follows:
 1. We do not authorize or approve Content on isuperchat, and views expressed by Creators or Fans on isuperchat do not necessarily represent our views.
 2. We do not grant you any rights in relation to Content. Any such rights may only be granted to you by Creators.
 3. Your Content may be viewed by individuals that recognise your identity. We will not in any way be responsible to you if you are identified from your Content. While we may, from time to time and in our sole discretion, offer certain geofencing or geolocation technology on isuperchat, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claim against us arising from your use of or reliance upon any geofencing or geolocation technology on isuperchat.
 4. All Content is created, selected, and provided by Users and not by us. We are not responsible for reviewing or moderating Content, and we do not select or modify the Content that is stored or transmitted via isuperchat. We are under no

obligation to monitor Content or to detect breaches of the Terms of Service (including the Acceptable Use Policy).

5. You agree that you have no obligation to follow any suggestions, comments, reviews, or instructions received from another User of isuperchat and that if you choose to do so, you do so entirely at your own risk.

We make no promises or guarantees of any kind that Creators or Referring Users will make a particular sum of money (or any money) from their use of isuperchat (including the isuperchat Referral Program).

The materials which we make accessible on isuperchat for Users are for general information only. We make no promises or guarantees about the accuracy or otherwise of such materials, or that Users will achieve any particular result or outcome from using such materials.

We do not promise that i superchat is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access superchat. You should use your own virus protection software.

We are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of isuperchat. While we try to make sure that i superchat is secure and free from bugs and viruses, we cannot promise that it will be and have no control over the Content that is supplied by Creators.

We are not responsible for any lost, stolen, or compromised User accounts, passwords, email accounts, or any resulting unauthorized activities or resulting unauthorized payments or withdrawals of funds.

You acknowledge that once your Content is posted on isuperchat, we cannot control and will not be responsible to you for the use which other Users or third parties make of such Content. You can delete your account at any time, but you acknowledge that deleting your account will not of itself prevent the circulation of any of your Content which may have been recorded by other Users in breach of the Terms of Service or by third parties prior to the deletion of your account.

1. Intellectual property rights – ownership and licenses:
 1. You confirm that you own all intellectual property rights (examples of which are copyright and trademarks) in your Content or that you have obtained all necessary rights to your Content which are required to grant licenses in respect of your Content to us and to other Users. This includes any rights required to engage in the acts covered by sub-section 10(b) below in any territory in which isuperchat is accessible and, in particular, in the United States of America.
 2. You agree to grant us a license under all your Content to perform any act restricted by any intellectual property right (including copyright) in such Content, for any purpose reasonably related to the provision and operation of isuperchat. Such acts

include to reproduce, make available and communicate to the public, display, perform, distribute, translate,

and create adaptations or derivative works of your Content, and otherwise deal in your Content.

1. The license which you grant to us under sub-section 10(b) above is perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable and transferable by us. This means that the license will continue even after your agreement with us ends and you stop using isuperchat, that we do not have to pay you for the license, and that we can grant a sublicense of your Content to someone else or assign or transfer the license to someone else. This license will allow us, for example, to add stickers, text, and watermarks to your Content, to make your Content available to other Users of isuperchat, as well as to use your Content for other normal operations of isuperchat. We will never sell your Content to other platforms, though we may sell or transfer any license you grant to us in the Terms of Service in the event of a sale of our company or its assets to a third party.
 2. Whilst we do not own your Content, you grant us the limited right to submit notifications of infringement (including of copyright or trademark) on your behalf to any third-party website or service that hosts or is otherwise dealing in infringing copies of your Content without your permission. Although we are not under any obligation to do so, we may at any time submit or withdraw any such notification to any third-party website or service where we consider it appropriate to do so. However, we do not and are under no obligation to police infringements of your Content. You agree that if we request, you will provide us with all consents and other information which we reasonably need to submit notifications of infringement on your behalf. Please see our Complaints Policy for how to make a complaint about infringement of intellectual property rights.
 3. You waive any moral rights which you may have under any applicable law to object to derogatory treatment of any Content posted by you on isuperchat. This waiver does not affect in any way your ownership of any intellectual property rights in your Content or the rights which you have to prevent your Content from being copied without your permission. The waiver is intended to allow us when dealing with your Content (as permitted by the license which you give us in section 10(b) above) to add watermarks, stickers or text to your Content.
1. Twitter: Users have the facility to connect an active Twitter account to their isuperchat account and to share certain Content in the form of isuperchat posts to Twitter using the share feature. If you use this feature, you must fully comply with Twitter's terms of service from time to time in respect of any Content shared in this way.
 2. Linking to and from isuperchat:
 1. Links to isuperchat:

You may link to the isuperchat homepage, provided 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.

If you are a Creator, when promoting your Creator account you must comply with our Terms of Service and the terms of service of any other website where you place a link to or otherwise promote your Creator account. When promoting your Creator account, you must not impersonate isuperchat or give the impression that your Creator account is being promoted by us if this is not the case. You must not promote your isuperchat account by using Google Ads or any similar advertising platform or search engine advertising service.

1. Links from superchat: If isuperchat contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. 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 may arise from your use of them. If you decide to access any of the third-party websites linked to isuperchat, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
2. Domain Names: In some instances, isuperchat may allow Creators to register or use domain names that contain the isuperchat trademark or a confusingly similar term. However, you will not register such a domain name, unless:
 - The domain name is registered by the Creator.
 - The domain name redirects to the Creator's isuperchat profile. Domain names containing the isuperchat trademark or a confusingly similar term must not direct to any other website, including link aggregators.
 - The Creator obtains prior written permission from isuperchat and signs a licensing agreement.
1. If you would like to register a domain name containing the isuperchat trademark or a confusingly similar term, please contact support@isuperchat.com. Failing to comply with these provisions or the licensing agreement will be considered a violation of the licensing agreement and may result in isuperchat filing a domain dispute against the registrant.
1. How do I delete my account? If you want to delete your isuperchat account then you may do so in the 'settings' section of your isuperchat account.
 1. If you are a Fan, the deletion of your account will take place within a reasonable time following your request.
 2. If you are a Creator, then once you initiate the "delete account" process your account will remain open until the last day of your Fans' paid meeting period, following which you will receive your final payment and your account will be deleted.

If you are both a Fan and a Creator then your account will be deleted in two stages (Fan first and then Creator).

Once your account has been deleted you won't be charged any further amounts or have access to your former superchat account or its Content, and any fees will be deleted and cannot be subsequently renewed. You will receive an email confirmation upon the successful deletion of your account. Once your account has been deleted, we may deal with your Content in any appropriate manner in accordance with our Privacy Policy (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on superchat for you to be able to access your Content following termination of your account.

1. Who is responsible for any loss or damage suffered by you?
1. Whether you are a consumer or business User: We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and (ii) fraud or fraudulent misrepresentation.
2. If you are a consumer User: If you are a consumer User, you agree that:
 - We and our subsidiary companies, employees, owners, representatives, and agents will not be liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings suffered by you arising from or in connection with your use of isuperchat.
 - If you are a consumer User and reside in the United States of America, our total liability to you for claims arising out of or related to your agreement with us shall be limited to USD 250 per claim.
1. If you are a business User: If you are a business User, you agree that:
 - We and our subsidiary companies, employees, owners, representatives, and agents:
 - exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to isuperchat or any content on it. This means that if the Terms of Service do not expressly include a promise or commitment by us, then one cannot be implied by law;

are not responsible to you for any loss or damage suffered by you that is not a foreseeable result of our breaching the Terms of Service or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service, both we and you knew it might happen;

won't be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:

1. your inability to use isuperchat or any of its services, features or programs; or
2. your use of or reliance on any content (including Content) stored on isuperchat;

won't be liable to you for any:

1. loss of profits;
 1. loss of sales, business, or revenue;
 1. business interruption;
 1. loss of anticipated savings;
 1. loss of business opportunity, goodwill or reputation;
 2. loss of data or information, including any Content; or
 3. indirect or consequential loss or damage;
- won't be liable to you for any loss or damage caused by a distributed denial-of-service attack, virus, malware, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of isuperchat or any of its services, features or programs, or due to your downloading of any material posted on it, or on any website linked to it;
 - won't be liable to you if your Content is copied, distributed, reposted elsewhere or its copyright is infringed by another User or any third party;
 - won't be liable to you for any disclosure of your identity, or any disclosure or publication of your

personal information by other Users or third parties without your consent (also known as "doxing");

- won't be liable to you for any failure or delay by us in complying with any part of the Terms of Service arising from events outside our reasonable control. If there is any failure or delay by us in complying with any part of the Terms of Service arising from an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.
- Our total liability to you for any and all claims arising out of or related to your agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the greater of:
 - 100% of the total fees paid by you to us in connection with your use of isuperchat; and
 - USD 5,000.

1. General: You agree that:

1. If any aspect of your agreement with us is unenforceable, the rest will remain in effect.
2. If we fail to enforce any aspect of your agreement with us, it will not be a waiver;
3. We reserve all rights not expressly granted to you.
1. No implied licenses or other rights are granted to you in relation to any part of isuperchat, save as expressly set out in the Terms of Service.
2. Your agreement with us does not give rights to any third parties, except that the exclusions and limitations of liability in section 14 (Who is responsible for any loss or damage suffered by you?) and the terms in section 16 (Terms relating to disputes) may be enforced by our subsidiary companies, employees, owners, representatives and agents.
3. You cannot transfer your rights or obligations under your agreement with us without our prior written consent.
4. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law. In addition, we may choose to delegate the performance of any of our obligations under your agreement with us to any third party, but we will remain responsible to you for the performance of such obligations.
5. The Terms of Service form the entire agreement between us and you regarding your access to and use of isuperchat, and supersede any and

all prior oral or written understandings or agreements between us and you.

1. Terms relating to disputes – the law which applies to your agreement with us and where disputes and claims concerning your use of isuperchat (including those arising from or relating to your agreement with us) can be brought:
 1. For consumers (Fans):
 - Consumers - Law:
 - If you are a consumer, your agreement with us is governed by English law and English law will apply to (i) any claim that you have arising out of or in connection with your agreement with us or your use of isuperchat, and (ii) any claim that we have against you that arises out of or in connection with your agreement with us or your use of isuperchat (including, in both cases, non-contractual disputes or claims). You will also be able to rely on mandatory rules of the law of the country where you live.
 1. For business Users (Creators and Referring Users):
 - Business Users – Law:
 - If you are a business User, your agreement with us is governed by English law and English law will apply to (i) any claim that you have arising out of or in connection with your agreement with us or your use of isuperchat, and (ii) any claim that we have arising out of or in connection with your agreement with us

or your use of isuperchat (including, in both cases non-contractual disputes or claims), without regard to conflict of law provisions.

1. Limitation period for bringing claims: Except where prohibited by applicable law, any claim or cause of action which you have concerning isuperchat (including those arising out of or related to your agreement with us) must be filed within one year after the date on which such claim or cause of action arose or the date on which you learned of the facts giving rise to the cause of action (whichever is the earlier), or be forever barred.
2. Other terms which form part of your agreement with us: These Terms of Use for all Users govern your agreement with us. Certain other terms or policies forming part of the Terms of Service will also apply to you and form part of your agreement with us, as follows:
 1. Terms of Use for Fans – which contain additional terms which apply if you use isuperchat as a Fan;
 2. Terms of Use for Creators – which contain additional terms which apply if you use isuperchat as a Creator;

Privacy Policy – which applies to all Users and tells you how we use your personal data and other information we collect about you;

Acceptable Use Policy – which applies to all Users and tells you what you can and can't do on isuperchat;

Referral Program Terms – which outline the terms that apply if you participate in the isuperchat Referral Program;

Complaints Policy - which sets out the procedure for making a complaint about any aspect of isuperchat, and how we will deal with that complaint;

Our Community Guidelines – which provide additional terms and guidance regarding your interactions with isuperchat.

1. If there is any conflict between these Terms of Use for all Users and any of the terms or policies listed at section 17(a) to (h) above, the Terms of Use for all Users will apply to the extent of the conflict.

Last updated: December 2021

TERMS OF USE FOR FANS

BY USING OUR WEBSITE AS A FAN YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. Introduction: These Terms of Use for Fans are additional terms which apply if you use isuperchat as a Fan (also referred to as "you" and "your" in these Terms of Use for Fans). These Terms of Use for Fans form part of your agreement with us.
2. Other terms which will apply to your use of isuperchat: The following terms will also apply to your use of isuperchat and you agree to them:
 1. Our Terms of Use for all Users;

1. Our Privacy Policy – which tells you how we use your personal data and other information we collect about you;
2. Our Acceptable Use Policy – which tells you what you can and can't do on isuperchat;
3. Our Complaints Policy – which sets out the procedure for making a complaint about any aspect of isuperchat, and how we will deal with that complaint;
4. The Standard Contract between Fan and Creator – which does not form part of your agreement with us, but which governs and sets out the

terms applicable to each Fan/Creator Transaction you enter into on isuperchat; and

1. Our Community Guidelines – which provide additional terms and guidance regarding your interactions with isuperchat.
1. Other terms which may apply to your use of isuperchat: The following additional terms may apply to your use of isuperchat:
 1. If you are also a Creator, the Terms of Use for Creators will apply to your use of isuperchat as a Creator;
 2. If you participate in the isuperchat referral program, the Referral Program Terms will apply to your use of the isuperchat Referral Program.
2. Your commitments to us: You warrant (which means you make a legally enforceable promise) that:
 1. you are at least 18 years old;
 1. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract at an age which is higher than 18 years old, then you are old enough to be legally bound by a contract under the laws of the country or State/province where you live;
 2. you will provide such other information or verification records as we require.
 3. you are permitted by the laws of the country or State/province where you are located to join isuperchat and to view any Content available on it and to use any functionality provided by it; and
 4. you are able and willing to make payment (where required) to view Content available on isuperchat which you wish to view and to use any functionality provided by isuperchat that you wish to use.
2. Content - general terms: In addition to the terms set out elsewhere in the Terms of Service (in particular in our Acceptable Use Policy), the following terms apply to the Content posted, displayed, uploaded or published by you as a Fan on isuperchat:
 1. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on isuperchat:
 1. the Content complies in full with the Terms of Service (and in particular our Acceptable Use Policy);
 2. you either own your Content (and all intellectual property rights in it) or have a valid license to your Content; and

3. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on isuperchat.
2. You agree that you will be liable to us and indemnify us if any of the warranties at section 6(a) is untrue. This means you will be responsible

for any loss or damage we suffer as a result of any warranty being untrue.

1. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of isuperchat. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
1. Adult material: You acknowledge that you are aware that some of the Content on isuperchat contains 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.
2. isuperchat fees and purchases by Fans: This section describes the terms which apply to Fan/Creator Transactions:
 1. All Fan/Creator Transactions are contracts between Fans and Creators on the terms of the Standard Contract between Fan and Creator. Although we facilitate Fan/Creator Transactions by providing the isuperchat platform and storing Content we are not a party to the Standard Contract between Fan and Creator or any other contract which may exist between a Fan and Creator, and are not responsible for any Fan/Creator Transactions.
 2. Creators are solely responsible for determining (within the parameters for pricing on isuperchat) the pricing applicable to Fan/Creator Transactions and the Content to which you may be given access. All prices appear in USD only.
 3. To be able to enter into a Fan/Creator Transaction with a particular Creator, you must first add a payment card to your account and then click the 'Subscribe' button on the relevant Creator's profile.
 4. You authorize us and our subsidiary companies to supply your payment card details to a third-party payment provider for the purpose of processing your Fan Payment. All Fan Payments will be charged in USD. Your payment card provider may charge you currency conversion fees. We do not have control over charges imposed by your payment card provider or bank and we and our subsidiary companies will not be responsible for paying any charges or fees imposed by your payment card provider or bank.
 5. If you choose to provide details of two or more payment cards, then if you try to make a Fan Payment from the first card and the card is rejected for any

reason, then the other payment card will be used to collect the full Fan Payment.

6. The payment provider will take (i) periodic payments from your payment card for Fan Payments which are isuperchat fees; and (ii) immediate payments from your payment card for Fan Payments other than

isuperchat fees (including any tips paid by you to a Creator). You authorize and consent to each of these payments being debited using your supplied payment card details.
1. If you cancel a isuperchat fee you will continue to be permitted to view the relevant Creator's Content until the end of the fee period in which you cancelled, after which no further payments will be taken from your payment card in respect of fees to that Creator's profile (unless you choose to pay for a new isuperchat fee to that Creator's profile), and you will no longer be able to view the relevant Creator's Content.
 2. You agree that you will not make unjustified requests for a refund in respect of any Fan/Creator Transaction or tip to a Creator, or unjustified chargeback requests of your payment card provider in relation to any Fan/Creator Transaction or tip to a Creator. If we consider that any request for a refund or chargeback request was made by you in bad faith, we have the right to suspend or delete your User account.
 3. Wallet credits: You can prepay an amount on isuperchat, which you can later use to make Fan Payments. Purchases on isuperchat cannot be divided - if you attempt a purchase that costs more than the total amount of your remaining Credits, your payment card will be charged the full amount for that purchase.
 1. Suspension of your User account: If we suspend your User account in accordance with our rights under the Terms of Service, then any Fan Payments which would otherwise have fallen due during the period of suspension of your User account will be suspended during the period of the suspension of your User account.

TERMS OF USE FOR CREATORS

BY USING OUR WEBSITE AS A CREATOR YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. Introduction: These Terms of Use for Creators are additional terms which apply if you use isuperchat as a Creator (also referred to as "you" and "your" in these Terms of Use for Creators). These Terms of Use for Creators form part of your agreement with us.
2. Interpretation: In these Terms of Use for Creators, defined terms have the same meanings given to them in the Terms of Use for all Users.

Other terms which will apply to your use of isuperchat: The following terms will also apply to your use of isuperchat and you agree to them:

1. Our Terms of Use for all Users;

1. Our Privacy Policy – which tells you how we use your personal data and other information we collect about you;
 2. Our Acceptable Use Policy – which tells you what you can and can't do on isuperchat;
 3. Our Complaints Policy – which sets out the procedure for making a complaint about any aspect of isuperchat, and how we will deal with that complaint;
 4. The Standard Contract between Fan and Creator – which does not form part of your agreement with us, but which governs and sets out the terms applicable to each Fan/Creator Transaction you enter into on isuperchat; and
 5. Our Community Guidelines – which provide additional terms and guidance regarding your interactions with isuperchat.
2. Other terms which may apply to your use of isuperchat: The following additional terms may apply to your use of isuperchat:
1. If you are also a Fan, the Terms of Use for Fans will also apply to your use of isuperchat as a Fan; and
 2. If you participate in the isuperchat Referral Program, the Referral Program Terms will apply to your use of the isuperchat Referral Program.
3. How to set up your account as a Creator account: To set up your account as a Creator account:
1. You will need on your User account page to add a bank account or payment details of your bank account or a payment method.
 2. You will need on your User account page to select one of the available methods provided by isuperchat as to how your Creator Earnings will be transferred to you. These methods are called Payout Options.
 3. You may also need to submit additional information depending on the country where you live.
 4. We may ask you for additional age or identity verification information at any time. We may reject your application to set up a Creator account for any reason, including the reasons stated here.
 5. Once you have set up your account as a Creator account, then if you want to charge your Fans a fee you will need to set your fee price for your Fans within the range allowed by isuperchat.
 6. You will then be able to start adding Content and Users will be able to send funds to your account to become your Fans.
 7. If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so.

If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity.

1. Personal legal responsibility of Creators: Only individuals can be Creators. Every Creator is bound personally by the Terms of Service. If you have an agent, agency,

management company or other third party which assists you with the operation of your Creator account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not with any third party, and you will be legally responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.

2. Fan/Creator Transactions: This section describes the terms which apply to Fan/Creator Transactions:
 1. All Fan/Creator Transactions are contracts between Fans and Creators on the terms of the Standard Contract between Fan and Creator. Although we facilitate Fan/Creator Transactions by providing the isuperchat platform and storing Content, we are not a party to the Standard Contract between Fan and Creator or any other contract which may exist between a Fan and Creator, and are not responsible for any Fan/Creator Transaction.
 2. When you receive confirmation from isuperchat, either in the 'Statements' page of your User account or by email (or both), that the Fan/Creator Transaction has been confirmed, you must perform your part of such Fan/Creator Transaction (for example, by allowing the Fan to view the Content on your Creator account and/or providing the customised Content paid for by the Fan and/or allowing the Fan to use the fan interaction function paid for (as applicable)). You agree that you will indemnify us for any breach by you of this obligation (which means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of you failing to comply with this obligation).
1. Content – general terms: In addition to the terms set out elsewhere in the Terms of Service (in particular in our Acceptable Use Policy), the following terms apply to the Content posted, displayed, uploaded or published by you as a Creator on isuperchat:
 1. Your Content is not confidential, and you authorize your Fans to access and view your Content on isuperchat for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
 2. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on isuperchat:
 1. the Content complies in full with the Terms of Service (and in particular our Acceptable Use Policy);
 2. you hold all rights necessary to license and deal in your Content on isuperchat;
 3. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Fans;

if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on isuperchat; and

the Content is:

1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
2. reasonably suitable for any purpose which the Fan has made known to you is the purpose for which the Fan is using the Content; and
3. as described by you.

1. You agree that you will be liable to us and indemnify us if any of the warranties at section 9(b) is untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of any of the warranties being untrue.
2. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of isuperchat. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
3. You also agree to act as custodian of records for the Content that you upload to isuperchat.

1. Advertising on isuperchat:

1. If you post or upload video Content to your Creator account which is designed to promote, directly or indirectly, a third-party goods, services or image in return for payment, other valuable consideration, or self-promotional purposes (including advertising, sponsorship, and product placement) (together "Advertising Content"), then you must comply with the requirements set out in sections 10(b) and (c) of these Terms of Use for Creators.

2. Requirements – Advertising Content: You must ensure that any Advertising Content which you post to your Creator account:

1. does not:

1. prejudice respect for human dignity;
1. include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;

3. encourage behavior prejudicial to health or safety;

1. encourage behavior grossly prejudicial to the protection of the environment;
2. cause physical, mental or moral detriment to any person;
3. directly urge persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
4. directly encourage persons to persuade others to purchase or rent goods or services;
5. exploit the trust of persons in others; or
1. unreasonably show persons in dangerous situations;
1. does not advertise cigarettes and other tobacco products, electronic cigarettes and electronic cigarette refill containers, illegal drugs, or any prescription-only medicine;

2. does not advertise, promote, or facilitate illegal gambling, and
1. in respect of any Advertising Content for alcoholic drinks, is not aimed at minors and does not encourage immoderate consumption of alcohol.
1. Transparency requirement - Advertising Content: You must declare that any Advertising Content which you post or upload to isuperchat contains advertising by including the signifier #ad in the caption to the Advertising Content before posting or uploading.
1. Co-authored Content:
 1. If you upload Content to your Creator account which shows anyone else other than or in addition to you (even if that person cannot be identified from the Content) ("Co-Authored Content"), you warrant (which means you make a legally enforceable promise to us) that each individual shown in any Co-Authored Content uploaded to your account is i) a Creator on isuperchat; or ii) a consenting adult, and that you have verified the identity and age of each such individual and will provide supporting documents as we may request in our discretion.
 2. You further warrant that you have obtained and keep on record written consent from each individual shown in your Co-Authored Content that such individual:
 1. has given his or her express, prior and fully informed consent to his or her appearance in the Co-Authored Content; and
 2. has consented to the Co-Authored Content in which he or she appears being posted on isuperchat.
 3. In addition to the confirmations in sections 11(a) and (b) above, you agree that if you upload Co-Authored Content where the other person or people appearing in the Content maintain a Creator account on isuperchat, you will tag the isuperchat account(s) of any person or

people appearing in the Co-Authored Content who can be identified from it.

1. If any Co-Authored Content is a work of joint authorship, you are solely responsible for obtaining any required licenses or consents from any other joint authors of the Content which are sufficient to permit such Content to be uploaded to and made available on isuperchat.
2. You agree that we will only arrange for Creator Earnings to be paid to the account of the Creator to which the Co-Authored Content is uploaded. The Creator who uploaded the Co-Authored Content is solely responsible for dividing and distributing any revenue generated from the Co-Authored Content between the individuals shown in such Co-Authored Content. Any such revenue-sharing agreement shall be an independent, private agreement between you and such individual(s), and we are not responsible for providing or enforcing any such agreements. You understand and agree that you are not entitled to any Creator Earnings earned on any Co-Authored Content in which you appear but which is posted on another Creator's account. If you post Co-Authored Content on your account, we may require you to provide valid and complete legal information for all individuals which appear in the Co-Authored

Content. If you fail to provide any information requested by us upon our request, we may delete the Co-Authored Content, restrict your rights and permissions to post as a Creator, terminate your account, and/or withhold all or any portion of Creator Earnings earned but not yet paid out to you.

3. You agree to release us from and not to make any claims against us arising from Co-Authored Content. You agree that all claims arising from Co-Authored Content shall be made against the Creator(s) who posted Co-Authored Content or the individual(s) who appeared in the Co-Authored Content (as applicable).
1. Payouts to Creators:
 1. All Fan Payments will be received by a third-party payment provider approved by us.
 2. If you have chosen the Stripe Payout Option, Stripe will collect the Fan Payment and pay the Creator Earnings to your bank account.
 3. Where Stripe is not the Payout Option chosen by you, Our Fee will be deducted from the Fan Payment received and your Creator Earnings will be held by us or one of our subsidiary companies on your behalf.
 4. Your isuperchat account will be updated within a reasonable time with your Creator Earnings. Your Creator Earnings will become available for withdrawal by you from your isuperchat account once such Creator Earnings appear in your isuperchat account.
 5. To make a withdrawal of Creator Earnings from your isuperchat account, you must have at least the minimum payout amount in your isuperchat account. Please click on the Banking page on your account to see what

the minimum payout amount is for your country of residence and Payout Option.

1. The amount that you see in your 'current balance' in your isuperchat account is your Creator Earnings at the relevant time. All Fan Payments and Creator Earnings are transacted in USD only. If you have chosen the "Stripe" Payout Option then the Fan Payments and Creator Earnings figures will be reflected in your local currency, at an exchange rate controlled by Stripe.
2. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect of a Fan Payment made to you, we may investigate and may decide to deduct from your account an amount equal to the Creator Earnings earned by you on the charged-back or refunded amount.
3. Except for Payout Options involving payment by direct bank transfer, we do not store any data disclosed by you when you register your Payout Options with a third-party payment provider.
1. Circumstances in which we may withhold Creator Earnings:
 1. We may withhold all or any part of the Creator Earnings due to you but not yet paid out:
 1. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;

2. if you attempt or threat to breach any part of the Terms of Service in a way which we think has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 3. if we suspect that all or any part of the Creator Earnings result from unlawful or fraudulent activity, either by you or by the Fan who made the Fan Payment resulting in the Creator Earnings,
2. for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) the Creator Earnings result from unlawful or fraudulent activity, we may notify you that you have forfeited your Creator Earnings.
 3. We may also withhold all or any part of the Creator Earnings due to you but not yet paid out if we receive notice that you have secured, encumbered, pledged, assigned, or otherwise allowed a lien to be placed on Creator Earnings. We undertake no duty to pay Creator

Earnings to third-party lienholders and may withhold payment of Creator Earnings until the lien has been removed.

1. We shall not have any responsibility to you if we withhold or forfeit any of your Creator Earnings where we have a right to do so under these Terms of Use for Creators.
2. If we are withholding all or any part of the Creator Earnings due to you and we determine that part of the Creator Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to be paid the part of the Creator Earnings which we determine to be unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all Creator Earnings due to you but not yet paid and we may set off such amounts against any losses suffered by us.
3. If once we have finished our investigation we determine that Creator Earnings are forfeited, we will (unless prohibited by law) use our best efforts to ensure that any Fan Payments which resulted in forfeited Creator Earnings are returned to the relevant Fans who paid such Fan Payments.

ACCEPTABLE USE POLICY

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

This Policy applies to your use of isuperchat and all Content on isuperchat and forms part of your agreement with us. This Policy sets out what is and is not permitted on isuperchat. In this Policy, defined terms have the same meanings as in our Terms of Use for all Users.

1. Do not use isuperchat except for your own personal use and do not sell, rent, transfer, or share your account or any Content obtained from your use of isuperchat to or with anyone else.
2. Only use isuperchat in a manner and for a purpose that is lawful.
3. Do not upload, post, display, or publish Content on isuperchat that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence or any illegal activity.

Do not use isuperchat in any way which may exploit, harm, or attempt to exploit or harm any individual under 18 years old, for example by exposing them to inappropriate Content.

Do not upload, post, display, or publish Content on isuperchat that:

1. shows, includes or refers to:
 1. any individual under 18 years old (or which refers to individuals under 18 years old generally); or
 2. any other individual unless you have written documentation which confirms that all individuals shown or included or referred to in your Content are at least 18 years old, and you have a written consent from each individual to use their name or images (or both) in the Content;
2. shows, promotes, advertises or refers to:
 1. firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
 1. drugs or drug paraphernalia;
 1. self-harm or suicide;
 1. incest;
 1. bestiality;
 1. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
 2. necrophilia;
 1. urine, scatological, or excrement-related material;
 1. "revenge porn" (being any sexually explicit material featuring any individual who has not given prior, express and fully informed consent to that material (a) being taken, captured, or otherwise memorialized, or (b) being posted and shared on isuperchat);
 2. escort services, sex trafficking, or prostitution;
 1. contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");

2. contains, promotes, advertises or refers to hate speech (being Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear of, or violence against, a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);

5.contains or refers to anyone else's personal data or private or confidential information (for example, telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for isuperchat including passwords and security questions, financial information including bank account and credit card details, biometric data, and medical records) without that person's express written consent;

1. either:

1. in the case of Content featuring public nudity, was recorded in or is being broadcast from a country, State or province where public nudity is illegal; or
 2. in the case of Content featuring sexual activities, was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor places where members of the public are not present, for example private property such as a private backyard, or secluded areas in nature where members of the public are not present).
2. gives the impression that it comes from or is approved, licensed or endorsed by us or any other person or company;
 3. causes or is calculated to cause inconvenience, or anxiety to anyone else or which is likely to upset, embarrass, or cause serious offense to anyone else;
 4. is used or is intended to be used to extract money or another benefit from anyone else in exchange for removal of the Content; and/or
 5. involves or promotes third-party commercial activities or sales, such as contests, sweepstakes and other sales promotions, product placements, advertising, or job posting or employment ads without our prior express consent.
1. You must comply with any requirements set out in our Community Guidelines.
 1. Do not use isuperchat to stalk, bully, abuse, harass, threaten or intimidate anyone else.
 2. Do not use isuperchat to engage in misleading or deceptive conduct, or conduct that is likely to mislead or deceive any other User.
 3. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing their Content without authorization.
 4. Do not do anything that violates our or someone else's rights, including intellectual property rights (examples of which are copyright, trademarks, confidential

information, and goodwill), personality rights, unfair competition, privacy, and data protection rights.

11. Do not impersonate us, one of our employees, another User, or any other person or company or falsely state or suggest any affiliation, endorsement, sponsorship between you and us or any other person or company.

Do not provide false account registration information or make unauthorized use of anyone else's information or Content.

Do not post or cause to be posted any Content which is spam, which has the intention or effect of artificially increasing any Creator's views or interactions, or which is otherwise inauthentic, repetitive, misleading or low quality.

Do not transmit, stream, or otherwise send any pre-recorded audio or video material during a live stream or otherwise attempt to pass off recorded material as a live stream.

Do not use other media or methods (for example the use of codewords or signals) to communicate anything which violates this Policy.

Do not reproduce, print, distribute, attempt to download, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Content, except as permitted under the Terms of Service.

Do not knowingly introduce any viruses, trojans, worms, logic bombs or other material into Content which is or may be malicious or technologically harmful.

Do not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of isuperchat.

Do not use isuperchat in a way that could adversely affect our systems or security or interfere with any other User's use of isuperchat, including their ability to engage in real-time activities through isuperchat.

Do not use any automated program, tool or process (such as web crawlers, robots, bots, spiders, and automated scripts) to access isuperchat or any server, network or system associated with isuperchat, or to extract, scrape, collect, harvest or gather Content or information from isuperchat.

Do not use isuperchat' name, logo or any related or similar names, logos, product and service names, designs, or slogans other than in the limited ways which are expressly permitted in the Terms of Service or with our prior written agreement.

Breaches of this Policy may lead to your account being suspended or terminated, and access to your earnings being revoked, as set out in the Terms of Service.

REFERRAL PROGRAM TERMS

In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the isuperchat Referral Program:

- It is illegal for us or for a participant in the isuperchat Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the isuperchat Referral Program.

- Do not be misled by claims that high earnings are easily achieved from participation in the isuperchat Referral Program.
 - Although we do not demand any payment from Referring Users for the purposes of participating in the isuperchat Referral Program, we are legally required to inform you that if you sign this contract, you have 14 days in which to cancel and get your money back.
1. Introduction: These Referral Program Terms are additional terms which apply if you use the isuperchat Referral Program. These Referral Program Terms form part of your agreement with us.
 2. Interpretation: In these Referral Program Terms defined terms have the same meanings given to them in the Terms of Use for all Users. In addition:
 1. "Referring User" is also referred to as "you" or "your" in these Referral Program Terms;
 2. "Referred Creator" means the person who joins isuperchat as a Creator via the Referring User's unique referral link.
 3. What is the isuperchat Referral Program? isuperchat offers a referral program by which existing Users can introduce people who are interested in becoming Creators to isuperchat and receive referral payments from isuperchat which are calculated and limited as described in these Referral Program Terms.

The isuperchat Referral Program is operated by Brioche Ware WY LLC Limited.

1. The rules of the isuperchat Referral Program:
 1. Only Users of isuperchat with a current User account can participate in the isuperchat Referral Program. If a User's account has been suspended or terminated by us for any reason or deleted by the User, that User will not be eligible to participate in the isuperchat Referral Program.
 2. You will need on your User account page to add a bank account or a payment method details of your bank account or a payment method in order to receive referral payments under the isuperchat Referral Program.
 3. Each User has a unique referral link (which can be accessed via the User's User account) which the User may share with others. When sharing your unique referral link you must not impersonate isuperchat or give the impression that your referral link is being shared or promoted by
 - us. You must not use Google Ads or any similar advertising platform or search engine advertising service to share or promote your unique referral link. Upon our request, you must disclose the methods by which you share your unique referral link in the Bio/Website field of your isuperchat account.

1. The Referred Creator must click on your unique referral link and then register with isuperchat using the same browser that they used to click on your unique referral link. If someone registers with isuperchat other than by using your unique referral link, we will not link that account to your referral and no referral payments will be made to you.
2. The Referred Creator must not have opened a User account with isuperchat (whether under the same name or another name) before clicking on your unique referral link. If the Referred Creator is currently or has previously been a User of isuperchat no referral payments will be made to you for the referral.
3. If the Referred Creator sets up more than one User account referral payments will be made to you on the earnings made by the Referred Creator from their first User account only. No referral payments will be made to you on any further User accounts set up by the Referred Creator.
4. No referral payments will be made to you on any referral of a Referred Creator which we determine is owned or operated by you, or is in a commercial relationship with you. You will provide any information which we request to enable us to determine whether the Referred Creator is owned or operated by you or if there is a commercial relationship between you and the Referred Creator.
5. You agree that when promoting isuperchat in any way as a Referring User:
 - you will not give a false impression of isuperchat, the services, programs, and content (including Content) made available through isuperchat, its Users or the Terms of Service; and
 - you will not make any statements which suggest to a potential Creator that the potential Creator will make a particular sum of money (or any money) from their use of isuperchat, or any statements regarding the likely number of Fans.

1. Referral payments:

1. How are referral payments calculated? Once a Referred Creator has become a registered User of isuperchat in accordance with the rules of the isuperchat Referral Program described above, the Referring User will be paid a referral payment equal to five per cent (5%) of Fan Payments generated by the Referred Creator in the twelve months after the date on which the Referred Creator becomes a registered User of isuperchat, up

to a maximum referral payment by isuperchat to the Referring User of US\$50,000 per Referred Creator.

This means that if a Referred Creator generates Fan Payments with a total value of US\$1 million or more in the twelve months after the date on which that Referred Creator becomes a registered User of isuperchat, then the Referring User's referral payments in relation to that Referred Creator will be capped at US\$50,000 in total. However, if the Referred Creator generates Fan Payments with a total value of less than US\$1 million in the

twelve months after the date on which that Referred Creator becomes a registered User of isuperchat, then the Referring User will be paid five per cent (5%) of the Fan Payments generated by that Referred Creator in the twelve months after the date on which the Referred Creator becomes a registered User of isuperchat, following which no further referral payments will be made to the Referring User in respect of that Referred Creator. For all referrals made prior to 1 feb 2022, referral payments will be made to the relevant Referring Users until 1 May 2023 or until US\$50,000 has been paid out to the Referring User on the referral, whichever occurs first.

1. Warning: In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the isuperchat Referral Program:
 - It is illegal for us or for a participant in the isuperchat Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the isuperchat Referral Program.
 - Do not be misled by claims that high earnings are easily achieved from participation in the isuperchat Referral Program.
1. Choosing a payout method to receive referral payments: In order to be able to receive referral payments you must first choose one of the payout methods provided by isuperchat in your country of residence. These methods are called "Payout Options".
2. How frequently are referral payments made? The referral payment due to you on Fan Payments made to the Referred Creator in a calendar month will be transferred to you on or around the first day of the next calendar month (which means, for example, that referral payments due to you in respect of Fan Payments made to the Referred Creator in February shall be paid to you on or around 1 March).
3. Who bears the cost of the referral payment? The cost of the referral payment is borne by us, not the Referred Creator.
1. Our rights relating to the referral program.
 1. If referral payments have been made incorrectly then we have the right to recover the wrongly paid sums from the User to whom the wrongly paid sums have been paid.

We may request you or Referred Creators (or both) to provide us with ID and other information reasonably required by us to verify any referral payment to be made and the person to whom any referral payment should be made. Failure to provide any information requested by us may lead to you losing your entitlement to referral payments in respect of the relevant Referred Creator.

We may change any aspect of the isuperchat Referral Program (including how referral payments are calculated) or discontinue the isuperchat Referral Program at any time, but no

change will deprive any Referring User of referral payments already earned based on Fan Payments made to Referred Creators before the changes came into effect.

1. Circumstances in which we may withhold referral payments:
 1. We may withhold all or any part of the referral payments due to you but not yet paid out:
 - if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - if we suspect that all or any part of the referral payments due to you result from unlawful or fraudulent activity, either by you, by the Fan who made the Fan Payment to the Referred Creator which resulted in the referral payment, or by the Referred Creator to whom the Fan Payment was made which resulted in the referral payment,
 1. for as long as is necessary to investigate the actual, threatened or suspected breach(es) by you or the suspected unlawful or fraudulent activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) all or any part of referral payments due to you result from unlawful or fraudulent activity, we may notify you that you have forfeited all or any part of your referral payments.
 2. We may also withhold all or any part of the referral payments due to you but not yet paid out if we receive notice that you have secured, encumbered, pledged, assigned, or otherwise allowed a lien to be

placed on, referral payments. We undertake no duty to pay referral payments to third-party lienholders and may withhold payment of Creator Earnings until the lien has been removed.

1. We shall not have any responsibility to you if we withhold or forfeit any payment due to you under the isuperchat Referral Program where we have a right to do so under these Referral Program Terms.
2. If we are withholding all or any part of the referral payments due to you and we determine that part of the referral payments withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to be paid the part of the referral payments which is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. However, you agree that if we consider that your breach(es) of the Terms of Service

has or may cause us loss, we may withhold all referral payments due to you but not yet paid and we may set off such amounts against any losses suffered by us.

COMPLAINTS POLICY

1. Introduction: This document set out our complaints policy. If you are a User of isuperchat, this Complaints Policy forms part of your agreement with us.
2. Who we are and how to contact us: isuperchat is operated by Brioche Ware LLC Limited.
3. Interpretation: In this Complaints Policy, defined terms have the same meanings given to them in the Terms of Use for all Users.
4. Who can use this Complaints Policy? Whether or not you are a User of isuperchat, you can use this Complaints Policy to alert us to any complaint which you have relating to isuperchat.
5. How to make a complaint: If you have a complaint about isuperchat (including any complaint about Content appearing on isuperchat or the conduct of a User), please send your complaint to support@isuperchat.com including your name, address, contact details, a description of your complaint and, if your complaint relates to Content, the URL for the Content to which your complaint relates.
6. How we will deal with complaints of illegal or non-consensual Content: Following receipt of your complaint of illegal or non-consensual Content under section 5 above:
 1. we will take such steps as we consider to be appropriate to investigate your complaint within a timescale which is appropriate to the nature of your complaint;
 2. if we require further information or documents from you, we will contact you to let you know;
 3. we will in good faith investigate your complaint within seven (7) business days;
 4. if we are satisfied that the Content is unlawful or non-consensual, we will immediately remove such Content, and we will notify you of our decision by email or other electronic message;
 5. if we are satisfied that the Content is not unlawful or non-consensual, we will notify you of our decision by email or other electronic message.

Any dispute regarding our determination that Content is non-consensual will be submitted by us to a neutral arbitration association at our expense.

How we will deal with complaints related to copyright infringement: Complaints related to copyright infringement must be submitted in accordance with our and we will respond to copyright infringement complaints as set out in such policy.

How we will deal with other complaints: Following receipt of other complaints (including complaints related to other breaches of our Acceptable Use Policy) under section 5 above:

1. we will take such steps as we consider to be appropriate to investigate your complaint within a timescale which is appropriate to the nature of your complaint;
2. if we require further information or documents from you, we will contact you to let you know;
3. we will in good faith take such actions as we consider appropriate to deal with the issue which your complaint has raised. If you have complained about Content which appears on isuperchat and we are satisfied that the Content otherwise breaches our Acceptable use policy, we will act quickly to remove such Content;
4. we are not obligated to inform you of the outcome of your complaint.
1. Unjustified or abusive complaints: If you are a User of isuperchat, you warrant (which means you make a legally enforceable promise) that you will not make any complaint under this Complaints Policy which is wholly unjustified, abusive, or made in bad faith. If we determine that you have breached this warranty, we may suspend or terminate your User account.

Promoting Creators via other distribution channels: We may choose to promote you via our Instagram (www.instagram.com/isuperchat) and Twitter (www.twitter.com/isuperchat_) social media accounts.

1. Complaints: If you have a complaint about:
 1. any alleged non-compliance by us with any obligations laid down in the Platform to Business Regulation which affect you; or
 2. technological issues relating directly to isuperchat and which affect you; or
 3. measures taken by us or our conduct which relate directly to isuperchat and which affect you,
2. then please submit your complaint to support@isuperchat.com.
1. Complaint-handling process: Following receipt of your complaint under section 7 above, we will:
 1. consider your complaint and the follow-up which we may need to give to your complaint (including asking you for further information or documents) in order to adequately address the issue raised;
 2. process your complaints within a reasonable time, taking into account the importance and complexity of the issue raised; and
 3. communicate to you in plain and intelligible language by email or by message to your isuperchat account the outcome of the internal complaint-handling process.
2. Mediation service: If your complaint is not resolved to your satisfaction through our internal complaint-handling process as set out in section 8 above, then you may access the mediation service by contacting:

You and we will act in good faith throughout any mediation. However, any attempt to reach agreement through mediation on the settlement of a dispute

between us will not affect our or your rights to commence legal proceedings at any time before, during or after the mediation process, as such rights are set out in our Terms of Use for all Users.

ANTI-SLAVERY AND ANTI-TRAFFICKING STATEMENT 2022

Brioche Ware WY LLC owns and operates the website isuperchat (www.isuperchat.com) ("isuperchat" or the "Company"), a isuperchat fee based messaging platform revolutionizing creator and fan connections. The site is inclusive of content creators from all genres and empowers creators to own their full potential in accordance with the Company's values and goals.

isuperchat fights to combat modern slavery. We are committed to building the safest digital media platform in the world and we do not tolerate modern slavery or human trafficking in any form including on our platform, in our partnerships or in our supply chain.

This statement is made pursuant to our Company values and goals, and in line with California Transparency in Supply Chains Act. It sets out the steps taken by isuperchat to ensure that modern slavery and human trafficking is not taking place in our business operations, partnerships and supply chains.

Our Commitment

isuperchat stands against all forms of modern slavery and human trafficking. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms such as slavery, servitude, forced and compulsory labor and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

We are committed to acting with integrity and mitigating the risk of modern slavery and human trafficking in our business dealings and relationships with our creators and fans. We are also committed to treating all employees, partners and vendors with respect and dignity, ensuring safe working conditions, and conducting environmentally responsible and ethical operations.

Steps Taken to Prevent, Detect and Report Modern Slavery and Human Trafficking Risks

Review our supply chain to identify and mitigate risks of modern slavery and human trafficking; Invested in enhancing our approach to content moderation including hiring additional specialist resources;

Review our safety controls and compliance program to continue to enhance the safety of our platform; and

Increased our engagement with third-parties that seek to combat modern slavery and human trafficking.

Our Policies

isuperchat is committed to taking all reasonable and appropriate steps to ensure that there are no modern slavery or human trafficking activities taking place on our platform, in our business, or in our supply chain.

We have a Code of Conduct & Business Ethics in place which sets out our expectation that all employees act with integrity and to exercise good judgment and common sense in their efforts to comply with all applicable laws, rules, and regulations, including in relation to

modern slavery and human trafficking. This Code is also shared with key suppliers and contractors.

This Anti-Slavery and Anti-Trafficking Statement sets out our overarching commitment to combating modern slavery and human trafficking. The Statement also describes the concrete actions the Company takes to mitigate the risk of modern slavery and human trafficking and provides reporting channels for suspected instances of modern slavery or human trafficking. Our Terms of Service and Acceptable Use Policy specifically prohibit the uploading, posting, displaying, or publishing of content on isuperchat that:

shows, includes or refers to any other individual unless written consent is obtained from each individual to use their name or images (or both) in the Content; or

shows, promotes, advertises or refers to escort services, sex trafficking, or prostitution. We also strive to hold our employees and suppliers to high standards. Any violation of our standards by an employee can result in disciplinary action, including termination of employment. Any violation by a supplier can result in contract termination.

Our Risk Assessment

We continually assess modern slavery and human trafficking risks in our business environment through identifying and analyzing higher-risk areas of our business. Our assessment is based on external reports and standards, and country and sector risk profiles, and we adjust our processes and controls, as appropriate, based on changing risks.

Our Direct Business Operations

We consider the risks of modern slavery and human trafficking to be relatively low in our direct business operations as our direct workforce consists largely of professionally qualified or skilled personnel. We recognise that in areas where we employ contractors outside the United Kingdom and United States of America, there is a slightly higher risk of modern slavery and human trafficking. We ensure that our entire workforce is aware of these risks and our views toward these issues, and that they can report any instances of suspected modern slavery or human trafficking.

Our Platform and Supply Chain

Creator Content. As with all social media platforms, there are risks related to creators' content, including the risk of material being uploaded that is exploitative and in breach of various laws and our policies.

Contractors and Third Parties. We use contractors and temporary staff for our platform services, and third-party suppliers to assist with, among other tasks, user verification and content moderation processes. These contractors and third parties may violate relevant laws or our policies.

Merchandise. We procure promotional merchandise, which is provided to creators and fans for marketing purposes and is available for sale on the isuperchat store. These items may be manufactured by a workforce that is at more risk of exploitation. We understand the garment manufacturing industry has the potential for modern slavery and human trafficking, including in such areas as freely chosen employment, young workers, working hours,

wages and benefits, humane treatment, non-discrimination/non-harassment, and freedom of association.

Our Risk Mitigation Efforts

We have continued to work to mitigate risks identified in our previous modern slavery and human trafficking statements and we are committed to report on key points of action that we intend to take going forward.

Creator Verification. We carefully check all identity and payment details for each creator account application to ensure that individuals can only make an account on their own behalf. We specifically check for any discrepancies between identity documents and the legal name provided on payment methods, and employ technological safeguards to prevent creator payment details from being changed by the user. This is to ensure the creator is receiving payments directly from isuperchat.

In certain high-risk jurisdictions or where an account has been flagged for additional security after our initial verification process has been completed, we require an additional "selfie" identification process to log into a creator account at specific intervals (which can include every log in).

Contractor or Agency Staff. We regularly include a contractual obligation for agencies and temporary staff to comply with various laws and our policies to combat modern slavery and human trafficking. We have also implemented company wide training on modern slavery and human trafficking for all employees. The training is required annually and provided via an online training provider.

Merchandise. When entering into commercial agreements with manufacturers we consider the relevant provisions of our Code of Conduct & Business Ethics, Terms of Service, Acceptable Use Policy and this Anti-Slavery & Anti-Trafficking Statement to ensure these agreements align with our policies against modern slavery and human trafficking.

Community Reporting. We continued to expand our support functions to deal with any concerns or complaints from our users and from the wider community. Each post and account on isuperchat has a report button. Any reports escalated from our platform are reviewed internally by our moderators. In addition, we encourage anyone encountering content on isuperchat that indicates someone is in immediate physical danger relating to human trafficking to immediately report the content to us at compliance@isuperchat.com.

Assist Law Enforcement. If isuperchat identifies content which contains indicators of modern slavery or human trafficking, we immediately suspend the associated account and pass this information to law enforcement and non-governmental organizations to help identify the perpetrators.

Transparency & Reporting. isuperchat is committed to building the safest messaging platform in the world. We take responsibility for our actions, and we regularly publish data which verifies the steps we say we are taking. This data is found in our Transparency Reports which you can find [here](#). We have also put in place an independent third party monitor to audit our safety controls and compliance program.

Our Reporting Mechanisms

We foster a culture of transparency, honesty and accountability, which encourages our employees to report any concerns or wrongdoings, including human rights violations, modern slavery and human trafficking.

If you have any concerns or suspect a violation of any law by the Company, whether by its employees, contractors, agency staff or any third party doing business on the Company's behalf, please report the matter by email to suport@isuperchat.com.

If a concern is raised regarding a supplier or contractor, we will coordinate with appropriate stakeholders to investigate and address the issue. If a reported concern is substantiated, corrective action will be taken, up to and including termination.

Our Ongoing Commitment to Continuous Improvement

Modern slavery and human trafficking are complex challenges for all businesses. isuperchat efforts to combat these practices are ongoing, evolving, and continually improving. Our approach to modern slavery and human trafficking will continue to be communicated throughout our business and to any suppliers, both at the outset and periodically throughout the business relationship.

Standard Contract between Fan and Creator

1. Introduction: This Standard Contract between Fan and Creator ("this agreement") sets out the terms which govern each transaction between a Fan and a Creator on isuperchat
2. When does this agreement apply? Each time a Fan/Creator Transaction is initiated on isuperchat, this Standard Contract between Fan and Creator will apply to the exclusion of any other terms which the Fan or Creator may

propose, and this Standard Contract between Fan and Creator will legally bind the Fan and Creator participating in the Fan/Creator Transaction.

1. Parties: The only parties to this agreement are the Fan and Creator participating in the Fan/Creator Transaction. Neither Brioche Ware WY LLC nor any of its subsidiary companies is a party to this agreement and neither Brioche Ware WY LLC nor any of its subsidiary companies grants any rights in respect of, nor participates in, any Fan/Creator Transaction, except that Brioche Ware WY LLC or any of its subsidiary companies may act as a payment intermediary in accordance with the Creator's and Fan's instructions set out in section 5 of this agreement.
2. Interpretation: In this agreement, defined terms have the following meanings:
 1. "isuperchat" means the website accessed via the URL www.isuperchat.com or via any web browser;
 2. "Content" means any material uploaded to isuperchat 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 whatsoever;

3. "Creator" means a User who has set up their isuperchat account as a Creator account to post Content on isuperchat to be viewed by other Users;
4. "Fan" means a User who follows a Creator and is able to view the Creator's Content;
5. "Referring User" means a User who participates in the isuperchat Referral Program;
6. "Fan/Creator Transaction" means any transaction between a Fan and a Creator on isuperchat by which access is granted to the Creator's Content, including in any of the following ways: (i) a isuperchat tip, (ii) payments made by a Fan to view a Creator's pay-per-conversation Content (pay-per-conversation media and pay-per-conversation live stream), and (iii) payments made by a Fan to use the fan interaction function on a Creator's account;
1. "Fan Payment" means (i) any and all payments made by a Fan in respect of any Fan/Creator Transaction, and (ii) any and all tips;
1. "FIL Fee" means the fee charged to Creators in accordance with section 5 of the isuperchat Terms of Use for Creators;
2. "isuperchat fee" means a Fan's isuperchat fee to a Creator's account;

10. "Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable.

1. Pricing and payment: By entering into a Fan/Creator Transaction, the Fan agrees to pay the Fan Payment applicable to the relevant Fan/Creator Transaction in accordance with the pricing published in the Creator's account. The Fan and Creator participating in the Fan/Creator Transaction authorize Brioche Ware LLC or any of its subsidiaries to act as a payment intermediary and to collect, hold, and process the Fan Payment and, to deduct the FIL Fee, and to pay out the sums due to Creators and (if applicable) Referring Users, as described in the isuperchat Terms of Service.
1. License of Content: Once the Fan has made the Fan Payment for a Fan/Creator Transaction, the Creator grants to the Fan a limited license to access the applicable Content of that Creator to which the Fan/Creator Transaction relates (the "Relevant Content"). This license is non-transferable, non-sublicensable and non-exclusive, and permits the Fan to access and view the Relevant Content on the Fan's personal device and via a normal web browser (and to make a temporary copy of such Content only to the extent that this is an incidental and technical process forming part of the Fan's accessing the Content (i.e. caching)), in accordance with the isuperchat Acceptable Use Policy.

2. Ownership of Content: The Fan participating in the Fan/Creator Transaction acknowledges and agrees that the license of the Relevant Content provided in section 6 of this agreement does not result in the Fan acquiring any rights in or to the Relevant Content, which rights shall be retained by the Creator of the Relevant Content.
3. Expiry of license: The license granted to a Fan in relation to the Relevant Content will expire automatically without notice in the following circumstances:
 1. if the Fan Payment related to the Fan/Creator Transaction was unsuccessful, or is charged back or reversed for any reason;
 1. in respect of pay-per-conversation Content, once the Fan has completed viewing the Content;
 2. in respect of isuperchat fees, at the end of the isuperchat fee period, unless the isuperchat fee is configured to automatically renew as described in section 8(h) of the isuperchat Terms of Use for Fans;
 4. if the Fan's User account is suspended or terminated for any reason;

if the Fan acts in breach of the isuperchat Acceptable Use Policy (whether in relation to the Relevant Content or at all);

if the Content is removed from the Creator's account;

1. if the Fan closes their isuperchat User account.
1. Cancellation and refunds: In respect of every Fan/Creator Transaction:
 1. The Fan acknowledges that the Fan/Creator Transaction will result in a supply of the relevant Content to the Fan before the end of the period of 14 days from the date when the Fan/Creator Transaction is entered into, and the Fan gives his or her express consent to this and confirms to the Creator that he or she is aware that any statutory right to cancel the Fan/Creator Transaction which the Fan has under the Consumer Rights Act 2015 or any other applicable law will therefore be lost.
 2. This agreement does not affect any statutory right to receive a refund from the Creator which a Fan may have under the Consumer Rights Act 2015 or any other applicable law.
2. Obligations between Creator and Fan: In respect of every Fan/Creator Transaction:
 1. The Fan and the Creator participating in the Fan/Creator Transaction agree to comply at all times with the isuperchat Acceptable Use Policy in relation to the Relevant Content, including when accessing, viewing and interacting with it.
 2. The Fan participating in the Fan/Creator Transaction agrees to make the Fan Payment required to access, view or interact with the Relevant Content, and

agrees not to initiate a chargeback other than if the Fan disputes the Fan/Creator Transaction in good faith.

1. The Creator participating in the Fan/Creator Transaction agrees to make the Relevant Content available to the Fan once the Fan has made the Fan Payment applicable to the Relevant Content.
2. The Creator warrants (makes a legally enforceable promise) that it possesses all necessary rights in and to the Relevant Content sufficient to license it to the Fan in the territory in which the Fan will be accessing the Relevant Content, and has obtained any and all permissions and consents needed to grant the license in section 6 of this agreement.
3. The Creator is solely responsible for creating and uploading the Relevant Content. The Creator provides no guarantees that it will

continue to create and upload Relevant Content on an ongoing basis.

1. Unless there has been negligence or other breach of duty by the Creator, the accessing by the Fan of the Creator's Content is entirely at the Fan's own risk.
1. No guarantees: The Fan participating in the Fan/Creator Transaction acknowledges that Creators may add and remove Content at any time from their Creator account, and that Creators have the discretion to decide what sort of Content to make available on their account. In addition, the Fan participating in the Fan/Creator Transaction acknowledges that there may be circumstances where it is not possible for the Fan to access to Relevant Content to be provided under the Fan/Creator Transaction, including:
 1. if the Creator's account is suspended or deleted;
 1. if the Fan's account is suspended or deleted;
 1. if the availability of all or any part of isuperchat site is suspended or inaccessible;or
 2. if the Creator is unable to create or upload Relevant Content in the future.