

## Terms-of-Service Agreement

Last Updated: 6th June 2024

This terms-of-service agreement is entered into between you and Luninaries LLC, a Wyoming limited liability company (“**Luninaries**,” “**we**,” or “**us**”). The following agreement, together with any documents it references (collectively, “**agreement**”), governs your access to and use of everclose.com, including any content, functionality, and services offered on or through everclose.com (“**Website**”), whether as a guest or a registered User.

### 1 Definitions

In this agreement, the following definitions apply:

“**Content**” means any material uploaded to the Website by any User (whether a Creator or a Fan) or the output generated by artificial intelligence algorithms, including any photos, videos, audio (for example, music and other sounds), livestream material, data, text (including comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material.

“**Creator**” means a User who has set up their Luninaries account as a Creator account to post or generate Content on the Website to be viewed by other Users.

“**Fan**” means a User who follows a Creator and can view the Creator’s Content.

“**Fan/Creator Transaction**” means any transaction between a Fan and Creator on the Website by which access is granted to the Creator’s Content, including in any of the following ways: (1) a Subscription, (2) payments made by a Fan to view a Creator’s pay-per-view Content (pay-per-view media and pay-per-view live stream), (3) payments made by a Fan to purchase physical goods from a Creator, and (4) use by the Fan of the fan interaction function on a Creator’s account.

“**Fan Payment**” means any payments made by a Fan to a Creator (1) for a Fan/Creator Transaction, or (2) by way of a tip for a Creator.

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

“**Tax**” means all forms of tax and statutory, governmental, state, federal, provincial, local government, or municipal charges, duties, imposts, contributions, levies, withholdings, or liabilities wherever chargeable in any jurisdiction.

“**User**” means any user on Luninaries, whether a Creator or a Fan or both (also referred to as “**you**” or “**your**”).

### 2 Acceptance of Agreement

- (a) **This document contains very important information regarding your rights and obligations, and conditions, limitations, and exclusions that might apply to you. Please read it carefully.**
- (b) **Section 28 of this agreement contains a mandatory arbitration agreement. By using our**

**Website and accepting this agreement, you hereby (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive your rights to go to court, have a jury hear your case, or participate as part of a class of plaintiffs for any disputes with us.**

- (c) **By using the Website or by clicking to accept or agree to the agreement when this option is made available to you, you accept and agree to be bound and abide by this agreement.** If you do not want to agree to this agreement, you must not access or use the Website.
- (d) This Website is offered and available to persons who are 18 years old or older, who have reached the age of majority where they live, and who are not prohibited by law from accessing or viewing sexually explicit content. By using this Website, you state that the following facts are accurate: (1) you are at least 18 years old; (2) if the laws of your jurisdiction provide that you can only be legally bound by a contract at an age that is higher than 18 years old, then you are old enough to be legally bound by a contract under the laws of that jurisdiction; (3) you will provide all other information or verification as we require; (4) you are permitted by the laws of your jurisdiction to join the Website and to view any Materials available on it and to use any functionality provided by it; and (5) you are able and willing to make payment (where required) to view Materials available on the Website that you wish to view. If you do not meet all these requirements, you must not access or use the Website.

### **3 Changes to Agreement**

We may revise and update this agreement on one or more occasions. The Website will require you to review and agree to the amended agreement before you can continue to use the Website. All changes are effective immediately when posted and apply to all access to and use of the Website afterward. However, any changes to section 27 (Governing Law and Jurisdiction) or section 28 (Arbitration) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

### **4 Adult Material; Section 230(d) Notice**

You acknowledge that you are aware that some of the Content on the Website contains adult material, including graphic visual depictions and descriptions of nudity and sexual activity, and you will 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 that places you in breach of any contract you have with a nonparty (for example, your employment contract) or in breach of any law.

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

### **5 Child Sexual Abuse Material (CSAM) Prohibited**

We prohibit material involving minors on the Website. We only allow visual media of consenting adults for consenting adults on the Website. If you see any visual media, real or simulated,

depicting minors engaged in sexual activity on the Website or that is otherwise exploitative of children, please promptly report this to us at help@everclose.com. Please include with your report all appropriate evidence, including the date and time of identification. We will promptly investigate all reports and take proper action, including, but not limited to, termination of the User's account, blocking the User from opening a new account on the Website, and withholding any payments owed to the User. We cooperate with any law enforcement agency investigating alleged child exploitation or child sexual abuse material.

## 6 **No Prostitution or Sex Trafficking**

Users must not use the Website to engage in, participate in, assist, support, or facilitate any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion. This includes using the Website to: (1) exchange any personal contact information with any User or have any type of face-to-face meeting involving one or more Users; or (2) discuss with any User any type of transaction involving use of any other service or method of interfacing with that User, including using any other Internet-based service or product. Any violation of these prohibitions will result in termination of the User's account, blocking the User from opening a new account on the Website, and withholding any payments owed to the User. If you see any evidence of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion on this Website, please promptly report it to us at help@everclose.com. Please include with your report all evidence, including the date and time of identification.

**If you are a victim of any type of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion, please promptly contact local law enforcement and provide them with all the relevant information. Additionally, please notify Luninaries by submitting a private report and provide Luninaries with specific details.**

We will promptly investigate all reports and take proper action. Luninaries will cooperate with any criminal investigation by any law enforcement agency.

## 7 **Accessing the Website**

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

## 8 **Your Account; Account Security; Account Deletion; Communication Preferences**

- (a) To access many of the Website's features, you must create an account. Registration is free and for a single User only. To register, you must complete the registration process by providing us with accurate information as prompted by the registration form. You must provide a valid email address, a username, and a password. Do not choose a username that is offensive or that infringes anyone's service mark, trademark, or trade name. We may delete or require you to

change any username that violates this section 8(a). Your password should be unique (meaning that it is different from those you use for other websites) and must comply with the Website's technical requirements for the composition of passwords. By creating an account, you state that (1) all account registration and profile information you provide is your own and is accurate; (2) if you previously had an account on the Website, we did not suspend or terminate that account for breach of this agreement or any other agreement between you and Luninaries; and (3) you are creating an account for your personal use, and you will not sell, rent, or transfer your account to anyone.

- (b) You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must promptly let us know about any unauthorized use of your account or any other security breach. **You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account.** We may disable any username, password, or other identifier, whether chosen by you or provided by us, for any reason, including if, in our opinion, you have violated any part of this agreement or any other agreement between you and Luninaries. We may cancel unconfirmed accounts or accounts that have been inactive for more than a year.
- (c) We will not be liable to you for any loss that you might incur because of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by another person or us because of someone else's use of your password or account.
- (d) You must not use anyone else's account at any time.
- (e) We care about the integrity and security of your personal information. But we cannot guarantee that unauthorized persons can never defeat the Website's security measures or use any personal information you provide to us for improper purposes. You provide your personal information at your own risk.
- (f) If you want to delete your Luninaries account then you may do so in the "User Account" section of your Luninaries account. Account deletion is subject to the following rules:
  - (1) if you are a Fan, the deletion of your account will take place within a reasonable time after your request;
  - (2) if you are a Creator, then once you initiate the account deletion process your account will remain open until the last day of your Fans' paid Subscription period, after which you will receive your final payment and your account will be deleted;
  - (3) if you are both a Fan and a Creator then your account will be deleted in two stages (Fan first and then Creator); and
  - (4) once your account has been deleted you will not be charged any further amounts or have access to your former Luninaries account or its Content, and any Subscriptions will be deleted and cannot be later renewed. You will receive an email confirmation on 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 Luninaries for you to be able to access your Content after termination of your account.

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

## 9 Intellectual Property Rights

- (a) Luninaries owns and operates the Website. All content, features, functionality, and other materials found on the Website, including all visual interfaces, graphics, information, software (including source code and object code), text, displays, images, photos, videos, and audio, and the design, selection, and arrangement of them (collectively, “**Materials**”) are owned by Luninaries, its licensors, or other providers of those Materials. United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws protect all Materials found on the Website.
- (b) Luninaries hereby grants you a single, limited, personal, nontransferable, nonsublicensable, nonexclusive license (i.e., a personal and limited right) to access and use the Website and the Materials for your personal, noncommercial use only unless you are a Creator. If you are a Creator, you may also use the Website for commercial purposes solely in accordance with the Creator Supplement. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Website, except as follows:
- (1) your computer may temporarily store copies of the Materials in RAM incidental to your accessing and viewing those Materials;
  - (2) you may store files that are automatically cached by your Web browser for display enhancement purposes;
  - (3) you may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication, or distribution;
  - (4) you may view any Content to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution;

- (5) if we offer desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, subject to our end user license agreement for those applications; and
  - (6) if we provide social media features with certain content, you may take those actions as are enabled by those features.
- (c) You must not:
- (1) download any Materials unless the Website itself gives you that option;
  - (2) modify copies of any Materials from the Website;
  - (3) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
  - (4) delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Materials from the Website; and
  - (5) access or use any part of the Website or the Materials available through it for any commercial purposes unless we agree otherwise in writing.
- (d) If you print, copy, modify, download, record, or otherwise use or provide any other person with access to any part of the Materials in breach of this agreement, your right to use the Website will terminate immediately, and you must, at our option, return or destroy any copies of the Materials you have made. No interest in the Website or any Materials on the Website is transferred to you, and Luninaries reserves all rights not expressly granted. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and might violate copyright, trademark, and other laws.
- (e) Luninaries's name and logo; the term Everclose the Website's logo; and all related names, domain names, logos, product and service names, designs, and slogans, as well as the Website's look and feel, including all page headers, custom graphics, button icons, and scripts are trademarks or trade dress of Luninaries, its affiliates, or licensors. You must not use those marks in whole or in part with any product or service that is not ours, in any manner that is likely to cause confusion among consumers, or in any way that disparages or discredits us, without first obtaining our written permission. Any use of these marks must be under any guidelines that we may provide you with on one or more occasions. All other service marks, trademarks, trade names, logos, product and service names, designs, and slogans on this Website are the marks of their respective owners. Reference on the Website to any products, services, processes, or other information—by trade name, trademark, manufacturer, supplier, or otherwise—does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

## 10 **Prohibited Uses**

- (a) You must use the Website only for lawful purposes and in accordance with this agreement and the Acceptable Use Policy. You must not use the Website:
- (1) in any way that violates any federal, state, local, or foreign law or regulation (including any laws about exporting data or software to and from the US or other countries);

- (2) to exploit, harm, or try to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise;
- (3) to engage in, take part in, aid, support, promote, ask for, or ease any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion;
- (4) to harass or stalk any person;
- (5) to send, knowingly receive, upload, download, use, or reuse any Content that does not comply with the Acceptable Use Policy;
- (6) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- (7) to impersonate or try to impersonate us, a Luninaries employee, another User, or any other person or entity (including by using email addresses or usernames associated with any of the preceding); or
- (8) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as we decide, may harm our Users or us or expose them or us to liability.

(b) Additionally, you must not:

- (1) use the Website in any way that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real-time activities through the Website;
- (2) conduct, facilitate, authorize, or permit any text or data mining or web scraping regarding the Website or any services provided through, or concerning, the Website. This includes using (or permitting, authorizing, or attempting to use): (A) any "robot," "bot," "spider," "scraper," or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, record, or republish any part of the Website or any data, content, information, or services accessed through the Website; or (B) any automated analytical technique aimed at analyzing text and data in digital form to generate information that includes but is not limited to patterns, trends, and correlations;
- (3) use any manual process to monitor or copy any of the Materials or any other unauthorized purpose without our prior written consent;
- (4) use any device, software, or routine that interferes with the proper working of the Website;
- (5) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (6) attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;

- (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack;  
or
- (8) otherwise try to interfere with the Website's proper working.

11 **Content**

- (a) The Website contains personal webpages or profiles, live streaming, private messaging, timelines, comment sections, and other interactive features (collectively, "**Interactive Services**") that allow Users to post, submit, publish, display, or transmit to other Users (collectively, "**post**") Content on or through the Website. All Content must comply with the Acceptable Use Policy. If you are a Creator, you must also comply with the Creator Supplement. We will consider nonconfidential and nonproprietary any Content you post to the Website.
- (b) Unless you are registered as a Creator, you must be a verified User before you can post or appear in Content on or through our Website. To become a verified User, you must provide us with a live capture of (1) your face; (2) your valid and accurate government-issued picture identification card (front and back, where applicable); and (3) you holding your government-issued picture identification card. This process is to ensure that individuals are present, are live, and consent to the verification process. **By providing us with a government-issued picture identification card, you hereby authorize us to provide your government-issued picture identification card to a nonparty vendor for validation purposes.**
- (c) As between you and Luninaries, you own all intellectual property rights in the Content you submit. By making Content available on the Website or otherwise posting on the Website, you hereby grant us a perpetual, irrevocable, nonexclusive, sublicensable, worldwide license covering your Content or what you post in all formats and channels now known or later developed anywhere in the world to use, copy, reproduce, store, translate, transmit, distribute, perform, prepare derivative works, publicly display, and display in connection with any name, username, voice, or likeness provided in connection with it.
- (d) You hereby waive any so-called "moral rights" that you might have in any Content.
- (e) You state that the following facts about any Content you post on or through the Website are accurate:
  - (1) you have the right to submit the Content to the Website and grant the licenses in this agreement;
  - (2) all persons depicted in your Content were at least 18 and the age of majority in your jurisdiction at the time of production;
  - (3) Luninaries will not need to obtain licenses from any nonparty or pay royalties to any nonparty for the distribution of the Content;
  - (4) you have obtained and will keep on record appropriate written releases or consents from all persons (including yourself) who appear in the Content, including, but not limited to, (A) consent to be depicted in the Content; (B) consent to allow for the public distribution of the Content and to upload the Content to the Website; and (C) if the Content will be made available for downloading by other Users, consent to have that Content downloaded;



- (5) you have verified the identity and age of all persons depicted in your Content to ensure that all persons depicted are adults and you can provide supporting documents to us on request;
  - (6) the Content does not, and will not, infringe any nonparty's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
  - (7) the Content complies with this agreement, the Acceptable Use Policy, the Creator Supplement if you are a Creator, and all laws.
- (f) You acknowledge that you are responsible for any Content you post, and you, not us, have full responsibility for that Content, including its legality, reliability, accuracy, and appropriateness. We are not liable to any person for the content or accuracy of any Content posted by you or any other User. We use reasonable security measures to try to protect Content against unauthorized copying and distribution. But we do not guarantee that any unauthorized copying, use, or distribution of Content will not occur. **We provide any security measures "as is" and we are not making any warranties, guarantees, conditions, or assurances that those security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements, or other circumvention of those security measures.** We will not be liable to you for any unauthorized copying, use, or distribution of your Content by nonparties, and to the extent allowed by law, you hereby release all claims you might have against us for any such unauthorized copying or use of the Content, under any equitable or legal theory.

## 12 **Monitoring and Enforcement; Termination**

- (a) We are committed to maintaining a positive and respectful community, and we do not tolerate any inappropriate Content or misconduct. We review all Content before it is published to our Website to ensure that it is not illegal and does not otherwise violate this agreement, the Acceptable Use Policy, or any law. In addition, in offering real-time or live video streaming Content, we operate on a platform that we can fully control and that allows for real-time monitoring and the removal of the Content being streamed. If we determine that any Content being streamed is illegal or otherwise violates this agreement, the Acceptable Use Policy, the Creator Supplement if you are a Creator, or any law, we will promptly block and remove that Content. But we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any User or nonparty. We have no liability or responsibility to any User for performance or nonperformance of the activities described in this section 12.
- (b) Luninaries also has a Complaints Policy that allows anyone to report to Luninaries any Content on the Website that might be illegal or that otherwise violates this agreement or the Acceptable Use Policy. We encourage you to report any inappropriate Content or misconduct by other Users to [help@everclose.com](mailto:help@everclose.com). Luninaries will review and resolve all reported complaints within seven business days. We will suspend access to any Content posted on our Website that we become aware of that might not comply with this agreement, the Acceptable Use Policy, or any law while we investigate the suspected noncompliance or unlawfulness of that Content. If we suspend access to your Content, you may request a review of our decision to suspend access to that Content by contacting us at [help@everclose.com](mailto:help@everclose.com). After investigating the suspected noncompliance or unlawfulness of any Content, we may take any action we consider appropriate, including, but not limited to, reinstating access, permanently removing, or disabling

access to that Content without needing to obtain your consent and without giving you prior notice. At your own cost, you must promptly provide us with all reasonable assistance (including providing us with copies of any information that we request) in our investigation. We will not be responsible for any loss you suffer arising from our suspending access to your Content or any other steps that we take in good faith to investigate any suspected noncompliance or unlawfulness of your Content under this section 12(a).

(c) Besides and regardless of section 12(b), we may:

- (1) remove or refuse to post any Content for any reason;
- (2) take any action concerning any Content that we consider necessary or appropriate, including if we believe that your Content is illegal or otherwise violates this agreement or the Acceptable Use Policy, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of our Users or the public, or could create liability for Luninaries;
- (3) disclose your identity or other information about you if required by law or court order (including a subpoena) to anyone who claims that Content posted by you violates their rights, including their intellectual property rights or their right to privacy or publicity;
- (4) take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website, including posting illegal or unauthorized Content (Luninaries will report any Content that could be considered child sexual abuse material (CSAM) to the National Center for Missing and Exploited Children's CyberTipline and any other legal and regulatory bodies);
- (5) terminate your agreement with us and your access to the Website for any reason by giving you at least 30 days prior notice by email or electronic message to your Luninaries account; or
- (6) suspend access to your User account or terminate your agreement with us and your access to the Website effective immediately and without prior notice: (A) if we think that you have or might have materially or repeatedly breached any part of this agreement (including in particular our Acceptable Use Policy) or the Creator Supplement if you are a Creator, or if you try or threaten to breach any part of this agreement in a way that has or could have serious consequences for us or another User; (B) if you engage in any activity that is illegal or fraudulent or otherwise violates any law; or (C) 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 Luninaries.

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

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

(f) On 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 able to access your Content. There is no technical facility on Luninaries for you to be able to access your Content after termination of your account.

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

### 13 **Copyright Infringement**

If you believe that any Content infringes your copyright, please see our DMCA Policy for instructions on sending us a notice of copyright infringement. It is Luninaries's policy to terminate the User accounts of repeat infringers.

### 14 **Reliance on Information Posted**

- (a) The information presented on or through the Website is made available solely for general information purposes. We are not making any statement about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on those materials by you or any other visitor to the Website, or by anyone who might be informed of any of its contents.
- (b) All statements or opinions expressed in Content and all articles and responses to questions and other content, other than the content provided by Luninaries, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect Luninaries's opinion. We are not responsible, or liable to you or any nonparty, for the content or accuracy of any materials provided by any User or nonparty.

15 **Changes to the Website**

We may update the Materials on this Website on one or more occasions, but the Website's Materials are not necessarily complete or up to date. The Website's Materials might be out of date at any given time, and we are not required to update those Materials.

16 **Information About You and Your Visits to the Website**

For information about how we collect, use, and share your personal information, please review our Privacy Policy.

17 **Creator Competitions**

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

18 **Subscriptions and Purchases**

- (a) All Fan/Creator Transactions are contracts between Fans and Creators. Although we facilitate Fan/Creator Transactions by providing the Website, storing Content, and acting as a payment intermediary, we are not a party to any agreement that might exist between a Fan and a Creator. We are not responsible for any Fan/Creator Transactions.
- (b) Creators are solely responsible for determining (within the Website's pricing parameters) the pricing applicable to Fan/Creator Transactions and the Content to which you may be given access.
- (c) Fan Payments are exclusive of Tax, which will be added at the current rate as applicable to Fan Payments.
- (d) To enter into a Fan/Creator Transaction with a particular Creator, you must first add a payment card to your account.
- (e) You hereby authorize us to give your payment card details to our third-party payment processor to process your Fan Payment. All Fan Payments will be charged in USD or cryptocurrency at your election. Your payment card provider may charge you currency conversion fees. We do not control currency exchange rates or charges imposed by your payment card provider, bank, or e-wallet company. We are not responsible for paying any charges or fees imposed by your payment card provider, bank, or e-wallet company.
- (f) If you choose to provide details for two or more payment cards and then try to make a Fan Payment from the first card and that card is rejected for any reason, then the other payment card will be used to collect the full Fan Payment.
- (g) The payment provider will take (1) periodic payments from your payment card for Fan Payments that are Subscriptions; and (2) immediate payments from your payment card for Fan Payments

other than Subscriptions (including any tips paid by you to a Creator). You hereby authorize and consent to each of these payments being debited using your supplied payment card details.

- (h) Besides free-trial Subscriptions, all Subscriptions to a Creator’s profile will automatically renew at the end of the relevant subscription period, except if your payment card is declined, the subscription price for the Subscription has increased, or you have turned off the “Auto-Renew” switch located on the relevant Creator’s profile. This means that if you want to stop subscribing to a Creator’s profile and paying continuing monthly subscription charges, you will need to turn off the “Auto-Renew” switch located on the relevant Creator’s profile.
- (i) If you cancel a Subscription, you will continue to have access to the relevant Creator’s Content until the end of the Subscription period, after which no further payments will be taken from your payment card regarding Subscriptions to that Creator’s profile (unless you choose to pay for a new Subscription to that Creator’s profile), and you will no longer be able to view the relevant Creator’s Content.
- (j) You can prepay an amount on the Website (“**Wallet Credits**”) that you can later use to make Fan Payments. Certain Website features, including live stream, may require the use of Wallet Credits. Purchases on the Website cannot be divided—if you try a purchase that costs more than the amount of your remaining Wallet Credits, your payment card will be charged the full amount for that purchase. Wallet Credits are subject to a maximum amount as determined by us on one or more occasions. Wallet Credits will not accrue interest. Wallet Credits are nonrefundable, which means that Luminaries is not required to refund any unused Wallet Credits.

## 19 **Billing Disputes**

If you believe that we have charged your payment method in error, you must notify us in writing no later than 30 days after receiving the billing statement in which the error first appeared. **If you do not notify us in writing of a dispute within this 30-day period, you waive any disputed charges.** You must submit any billing disputes to us by email at [help@everclose.com](mailto:help@everclose.com). Please include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes in a bill and add or credit them against your future Fan Payments. **If we consider that any billing dispute made by you was made in bad faith, we may suspend or terminate your User account or any future User account you create.**

## 20 **Refund Policy**

Except as provided by law, all sales and transactions are final. **Fan Payments are nonrefundable and earned on receipt.** You must not make unjustified requests for a refund regarding any Fan/Creator Transaction or a tip to a Creator. If you are unhappy with a Fan/Creator Transaction, please inform the applicable Creator. If there is a technical error on the Website, we will work with you to resolve it. We may approve a refund in the form of a credit on request if exceptional circumstances exist. **If you believe exceptional circumstances exist for a refund, please email us at [help@everclose.com](mailto:help@everclose.com) and explain the circumstances you believe merits a refund.** We are not making any promise that we will give you a refund. If we issue a refund at our sole discretion, we will issue that refund in the form of a credit to the payment method you used for that Fan Payment. We will not make refunds in the form of cash, check, or free services. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances, nor does it require us to issue refunds in the future under any circumstance. **If we consider that any**

**request for a refund was made by you in bad faith, we may suspend or terminate your User account or any future User account you create.**

21 **Chargeback Policy**

We carefully investigate all chargebacks. Chargebacks are initiated when individuals reach out to their financial institutions to dispute a transaction. You must not make unjustified chargeback requests of your payment card provider for any Fan/Creator Transaction or tip to a Creator. To protect Creators, we will review excessive and potentially fraudulent chargebacks and may prohibit you from making additional purchases during that review. **If we determine that any chargeback request is fraudulent or was made by you in bad faith, we may suspend or terminate your User account or any future User account you create.**

22 **Linking to the Website and Social Media Features.**

- (a) You may link to our homepage or your profile page, on condition that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
- (b) This Website may provide certain social media features that enable you to:
  - (1) link from your own or certain nonparty websites to certain content on this Website;
  - (2) send emails or other communications with certain content, or links to certain content, on this Website; and
  - (3) cause limited parts of content on this Website to be displayed or appear to be displayed on your own or certain nonparty websites.
- (c) You may use the features set out in section 22(b) solely as they are provided by us solely for the content they are displayed with, and otherwise under any additional terms we provide for those features. Subject to the preceding, you must not:
  - (1) establish a link from any website that is not owned by you;
  - (2) cause the Website or parts of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
  - (3) link to any part of the Website other than the homepage or your profile page; or
  - (4) otherwise take any action regarding the materials on this Website that is inconsistent with any other provision of this agreement.
- (d) The website from which you are linking, or on which you make certain content accessible, must comply with the Acceptable Use Policy.
- (e) You must cooperate with us in causing any unauthorized framing or linking immediately to stop. We may withdraw linking permission without notice.
- (f) We may disable any social media features and any links at any time without notice.

23 **Links from the Website**

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

24 **Warranty Disclaimers**

- (a) **Luninaries provides the Website “as is” and “as available.” You use the Website at your own risk.**
- (b) **Some Creators may use AI technology to render Content and generate output for sale. While we strive to provide accurate and high-quality rendering services, we do not guarantee the accuracy, completeness, or quality of the output generated. Users understand and accept that variations in rendering might occur and that Users’ satisfaction with the output is subjective.**
- (c) **Except as expressly set out in this agreement, and to the extent permitted by law, Luninaries is not making any warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.** Among other things, Luninaries is not making any warranty (1) that the Website, or any part of it, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers; (2) that we will host, make available, or remove any specific piece of Content; (3) concerning any Content submitted by or actions of our Users; (4) concerning any Content generated by artificial intelligence; (5) that any geo-filtering or digital rights management solution that we might offer will be effective; (6) that the Website will meet your business or professional needs; (7) that we will continue to support any particular feature or maintain backward compatibility with any third-party software or device; or (8) concerning any nonparty websites and resources.
- (d) **The disclaimers of warranty under this section 24 also apply to our subsidiaries, affiliates, and nonparty service providers.**
- (e) **The above does not affect any warranties that cannot be excluded or limited under law.**

25 **Limitation of Liability**

- (a) **To the extent permitted by law, (1) Luninaries is not liable to you for any indirect, incidental, special, consequential, punitive, or exemplary damages, including damages for loss of business, profits, goodwill, data, or other intangible losses, even if Luninaries has been advised of the possibility of those damages; and (2) Luninaries’s total liability to you, except for Luninaries’s contractual payment obligations under this agreement (if any), will not exceed the amounts paid by you to Luninaries over the six months preceding your claim or US\$500, whichever is greater. In this section 25, “Luninaries” includes its subsidiaries, affiliates, officers, managers, employees, agents, and nonparty service providers.**
- (b) **The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products or services you**

purchase through the Website.

- (c) **The above does not affect any liability that cannot be excluded or limited under law.**

26 **Indemnification**

You shall indemnify us against all losses and liabilities, including legal fees, that arise from this agreement or relate to your use of the Website, including your submission of Content. We reserve the right to exclusive control over the defense of a claim covered by this section 26. If we exercise this right, then you will help us in our defense. Your obligation to indemnify under this section 26 also applies to our subsidiaries, affiliates, officers, managers, employees, agents, and third-party service providers.

27 **Governing Law and Jurisdiction; Jury Trial Waiver**

- (a) Wyoming law governs all adversarial proceedings arising out of this agreement or access or use of the Website. This agreement's predominant purpose is providing services and licensing access to intellectual property and not a "sale of goods." The United Nations Convention on Contracts for the International Sale of Goods will not govern this agreement, the application of which is expressly excluded.
- (b) Except for disputes subject to arbitration, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the District of Wyoming or in a state court of Wyoming. Each party acknowledges that those courts would be a convenient forum.
- (c) **Each party hereby waives its right to a trial by jury in any adversarial proceedings arising out of this agreement.**

28 **Arbitration; Class Action Waiver**

- (a) You and Luninaries are agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration. Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) between you and us arising from or relating in any way to your use of the Website, will be resolved exclusively and finally by binding arbitration.
- (b) Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is not available) will administer the arbitration under its rules available at [www.arbresolutions.com](http://www.arbresolutions.com), then in effect, except as modified by this section 28. The Federal Arbitration Act will govern the interpretation and enforcement of this section 28. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award from the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that



affords the prevailing party legal fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

- (c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intent to do so within 60 days of the date your claim arose. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.
- (d) You agree to arbitrate on an individual basis. In any dispute, neither you nor Luninaries will be entitled to join or consolidate claims by or against other Users in court or in arbitration or otherwise participate in any claim as a class representative, class member, or in a private attorney general capacity. The arbitral tribunal will not consolidate more than one person's claims and will not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.**
- (e) If any provision of this section 28 is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

29 **Recovery of Expenses**

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

30 **Limitation on Time to Bring Claims**

A party shall not bring a claim arising out of this agreement or access or use of the Website more than one year after the cause of action arose. Any claim brought after one year is barred.

31 **Entire Agreement**

This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties, except that any additional terms on the Website will govern the items to which they pertain, including, but not limited to, the Acceptable Use Policy, the Privacy Policy, the DMCA Policy, the Complaints Policy, and the Creator Supplement.

32 **Assignment**

This agreement is personal to you. You shall not transfer to any person (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer in violation of this section 32 will be void.

33 **Waiver**

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

34 **Severability**

If any provision of this agreement is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified to make it enforceable, then it is severed from this agreement, and all other provisions remain in force.

35 **Notices**

- (a) You may give notice to us by email at help@everclose.com or by mail at Luninaries LLC, Attn: Legal Department, help@everclose.com. We may change our contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for notifying us.
- (b) You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Website chosen for this purpose. You state that any email address you gave us for contacting you is a valid email address for receiving notice.

36 **No Third-Party Beneficiaries**

Except as set out in section 26, this agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

37 **Unsolicited Idea Submission Policy**

- (a) We and our employees do not accept or consider unsolicited ideas, suggestions, proposals, comments, or materials, including new or improved products, services or technologies, product or service enhancements, processes, advertising campaigns, promotions, marketing plans, or new product or service names (collectively, "**Submissions**"). Please do not send any Submissions in any form to us or any of our employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when our products, services, marketing, or other projects might seem similar to any Submissions made to us. If, despite our policy, you still submit your ideas to us, the following terms will apply to your Submissions, regardless of what your communication states. You acknowledge that: (1) we will consider the Submissions to be nonconfidential and nonproprietary; (2) we may use, copy, redistribute, and disclose the Submissions for any purpose in any way, without compensation to you or any other person or party; and (3) we will have no obligations for the Submissions, including no obligation to review the Submissions, return any materials, or acknowledge receipt of the Submissions. If you do not agree to these terms, please do not send us any Submissions.
- (b) While we cannot accept unsolicited ideas, we always welcome feedback on our existing business. If you want to send us your feedback, please only provide specific feedback on our existing business and do not include ideas that the policy stated in section 37 prohibits. Any feedback you provide is considered nonconfidential and nonproprietary. We will be free to use that information on an unrestricted basis with no compensation to you or any other person or

party.

**38 Your Comments and Concerns**

The Website is operated by Luninaries LLC, [help@everclose.com](mailto:help@everclose.com). All notices of copyright infringement claims should be sent to the copyright agent designated in our DMCA Policy in the manner and by the means set out in it. All abuse notices, including alleged child sexual abuse material (CSAM), should be directed to [help@everclose.com](mailto:help@everclose.com). You should direct all other feedback, comments, requests for technical support, and other communications relating to the Website to us at [help@everclose.com](mailto:help@everclose.com).