

Terms of Use

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These terms (the "Terms") govern access to and use of the Platform operated by [RAISON SOCIALE], [FORME JURIDIQUE], with its registered office at [ADRESSE], registered under number [NUMÉRO D'ENTREPRISE] (the "Operator"). By creating an account, you accept these Terms without reservation. If you do not accept them, you must not use the Platform.

1. Purpose and definitions

The Platform is an online service that allows creators to offer adult only content and fans to access it for payment. The Operator provides the technical infrastructure, payment collection through a third party processor, and moderation. The Operator is not the author of the content published by creators.

In these Terms, the following terms have the meaning given below:

- "User": any person who holds an account on the Platform.
- "Fan": a User who accesses content and purchases paid offers.
- "Creator": a User whose identity has been verified and who publishes content and sells paid offers.
- "Content": any text, image, video, sound, message, live stream or other material uploaded or transmitted on the Platform.
- "Paid offer": a subscription, pay per view content, tip, custom order or seat for a scheduled live.
- "Scheduled live": a live broadcast planned by a Creator for a given date, open only to seat holders.
- "Start threshold": the minimum number of seats sold, set by the Creator, below which the Scheduled live does not take place.
- "Payment processor": the third party provider that processes payments on behalf of the Operator.

2. Access conditions

The Platform is strictly reserved for adults. To create an account, you must:

1. be at least 18 years old and have reached the age of majority in the country where you reside and in the country from which you connect, if that age is higher;
2. be permitted by the law applicable to you to view sexual content;
3. create a personal account, in your own name, for your sole use;
4. provide accurate, complete and up to date information, and correct it as soon as it changes.

No explicit content is accessible without an account. Before your first purchase, and before any first access to media or a live, your age is verified by a specialised third party

provider. Until this verification succeeds, you can neither purchase nor access restricted content. Verification methods may vary depending on your country and applicable regulations.

To become a Creator, you must also have your identity and age verified by our provider Ondato. The Operator keeps only the result of this verification and a technical reference. It keeps no copy and no image of your identity document. A Creator account cannot publish or sell until this verification succeeds.

The Operator may refuse or suspend an account if there is serious doubt about the User's age or identity.

3. Accounts and security

Your account is personal and non transferable. You must not share, sell or lend it. You are responsible for keeping your credentials confidential and for all activity carried out from your account.

You must choose a strong password and not reuse it on other services. If you notice any unauthorised use of your account, you must inform the Operator without delay at [EMAIL DE CONTACT].

A User may hold only one Fan account and, where applicable, one Creator account, unless the Operator agrees otherwise in writing. Creating an account to circumvent a suspension is prohibited.

4. Content rules

4.1 Principle

Only content involving consenting adults is allowed. Each Creator is solely responsible for the Content they publish, sell or broadcast, and warrants that it is lawful in the European Union and in their country of residence.

4.2 Prohibited content

It is strictly prohibited to publish, transmit, broadcast or offer:

- any content involving, depicting or suggesting a minor, including in simulated, drawn or generated form;
- any non consensual content, including intimate images shared without the consent of the person depicted, hidden recordings or content obtained under duress;
- any content depicting sexual violence, real violence, torture, bestiality, incest or acts endangering life or health;
- any content depicting a person who is unconscious, under the influence of substances or unable to consent;
- any stolen or copied content, or content for which you do not hold the rights;
- any content showing a third party who has not consented or who cannot be identified as having consented;
- any content inciting hatred, discrimination, terrorism or illegal activity;
- any offer of physical meetings or paid sexual services.

4.3 Persons appearing in content

Every person who appears in Content must be a verified Creator on the Platform or must have been verified through the procedure provided by the Operator for participants. It is prohibited to publish content showing a person who has not been so verified.

4.4 Proof of age and consent

For each person appearing in their Content, the Creator must obtain and keep proof of that person's age and written consent to recording and distribution. The Creator must be able to produce this proof at the request of the Operator or of an authority. This proof is kept by the Creator, not by the Operator.

Where a Creator is subject to record keeping obligations such as those under 18 U.S.C. 2257 in the United States, or any equivalent obligation, the Creator is solely responsible for them and undertakes to comply with them.

5. Content licence and intellectual property

The Creator retains the rights to their Content. By publishing it, the Creator grants the Operator a non exclusive, worldwide, royalty free licence, limited to the period during which the Content is online, to host, store, reproduce, technically adapt (for example compress or convert) and distribute that Content to authorised Fans, for the sole purpose of providing the service.

A Fan who accesses Content obtains a personal, private and non commercial right of use for the duration of their access. The Fan does not become the owner of the Content. The Fan must not download it outside the features provided, copy, resell, share or redistribute it.

The Platform, its code, its visual identity, its databases and its texts belong to the Operator or its licensors. Any unauthorised reproduction is prohibited.

If you believe that Content infringes your rights, you may report it using the procedure in section 11.

6. Paid offers

6.1 Subscriptions

A subscription gives access, for a monthly period, to a Creator's subscriber only Content. It renews automatically at each due date, at the current price, until cancelled. You may turn off renewal at any time from your account. Access then remains open until the end of the period already paid. Any price increase is notified to you before the relevant due date and allows you to cancel before it applies.

6.2 Pay per view content

Some Content may be purchased individually. The purchase gives access to that Content as long as it remains online and your account is active.

6.3 Tips

A tip is a voluntary payment to a Creator. It gives no right to any specific consideration and is not refundable, except in case of proven technical error or fraud.

6.4 Custom orders

A Fan may ask a Creator for custom Content. The Creator is free to accept or refuse. The request must comply with the rules in section 4. The Creator states the price and delivery time before payment. If the Creator does not deliver within the stated time, the Fan is refunded.

6.5 Seats for scheduled lives

The Creator sets the date, the maximum number of seats, the price and the Start threshold of a Scheduled live. Payment for the seat is made at booking. If the Start threshold is not reached at the scheduled time, the Scheduled live is cancelled and each seat is refunded in full. The same applies if the Creator cancels or does not start the Scheduled live. Lives are broadcast using LiveKit technology. A live is open only to seat holders whose age has been verified.

7. Prices, taxes, commission and payments

Prices are set by Creators, within the limits defined by the Operator. They are displayed including all taxes before the purchase is confirmed. The applicable value added tax is determined according to your country of residence.

The Operator charges a commission of 15% on each payment received by a Creator. The balance is paid to the Creator according to the terms and timeframes shown in their dashboard, namely [DÉLAI DE REVERSEMENT], after deduction of any refunds and disputes. The Creator is solely responsible for their tax and social security obligations.

Payments are processed by a specialised third party Payment processor. The Operator does not receive or store your card data. Only a technical token and the last four digits of the card are shared with it. A payment is deemed made only after confirmation by the Payment processor. The charge may appear on your statement as [LIBELLÉ DE RELEVÉ].

8. Withdrawal, refunds and disputes

8.1 No right of withdrawal

Digital Content is supplied immediately after purchase. Before confirming your purchase, you give your express consent to this immediate performance and acknowledge that you thereby lose your right of withdrawal, in accordance with Directive 2011/83/EU. For subscriptions, live seats and custom orders, the same express consent is requested when the service begins before the end of the withdrawal period.

8.2 Refunds

A refund is granted in the following cases:

- Content inaccessible for a technical reason attributable to the Platform and not fixed within a reasonable time;
- Scheduled live cancelled or Start threshold not reached;
- custom order not delivered within the stated time;
- duplicate payment or billing error;

- Content removed for breach of these Terms shortly after purchase, where the Operator considers it justified.

Requests should be sent to [EMAIL DE CONTACT]. The refund is made to the payment method used.

8.3 Payment disputes

Before disputing a payment with your bank, please contact us. An unjustified dispute results in the immediate suspension of your access to Paid offers and may result in the termination of your account. In the event of a dispute, the amount concerned is debited from the Creator's balance until it is resolved.

9. Rules of conduct

On the Platform, it is prohibited:

- to harass, threaten, insult, intimidate or blackmail another User;
- to record, capture, download or redistribute any Content or live by any means, except through a feature provided for that purpose;
- to disclose the real identity, address or any private information of a Creator or a Fan;
- to solicit payment or contact outside the Platform in order to circumvent its payment, verification or moderation systems;
- to send spam, malicious links or unsolicited advertising messages;
- to impersonate any person;
- to use bots, scripts or any automated means to access the Platform or extract data from it;
- to attempt to circumvent security or age verification measures.

10. Moderation

The Operator moderates Content using automated tools and human review. It may remove Content, restrict its visibility, suspend a feature, withhold a payment or suspend an account in case of breach of these Terms or of the law. Every moderation decision is reasoned and notified to the User concerned, unless the law prohibits it or in the case of manifestly illegal content relating to the protection of minors.

The Operator reports to the competent authorities any child sexual abuse material and any information giving rise to a suspicion of a criminal offence threatening the life or safety of persons.

11. Reporting and Digital Services Act

11.1 Reporting

Any person, even without an account, may report Content they consider illegal or contrary to these Terms, using the report button or by writing to [EMAIL DE SIGNALEMENT]. The report must state the exact location of the Content, the reasons why

it is considered illegal, and your contact details, except for reports relating to child sexual abuse. The Operator acknowledges receipt and handles the report diligently.

11.2 Point of contact

In accordance with Regulation (EU) 2022/2065 on digital services, the single point of contact for authorities and Users is: [EMAIL POINT DE CONTACT DSA]. Communications may take place in French, English or Spanish.

11.3 Internal complaint

If you disagree with a moderation decision concerning you, or with a decision taken on your report, you may lodge a free complaint within six months of notification, from your account or at [EMAIL DE RECOURS]. The complaint is reviewed by a person who did not take the initial decision.

11.4 Out of court settlement

You may also refer the matter to a certified out of court dispute settlement body within the meaning of Article 21 of the Digital Services Act. This does not deprive you of your right to go to court.

12. Suspension and termination

You may close your account at any time from your settings. Ongoing subscriptions are then no longer renewed. Amounts already paid are not refunded, except in the cases set out in section 8.

The Operator may suspend or terminate your account, after reasoned notice, in case of breach of these Terms, fraud, unjustified payment dispute, risk to the safety of others or at the request of an authority. In case of serious breach, in particular relating to minors or lack of consent, termination is immediate and without notice.

If a Creator account is terminated for serious breach, the Operator may withhold the amounts needed to refund Fans and cover disputes. Any remaining balance due is paid under the conditions set out in section 7, subject to legal obligations.

13. Liability and warranties

The Operator acts as a hosting provider for the Content published by Creators. It is not liable for that Content as long as it has no knowledge of its illegal nature, or if it acts promptly to remove it after becoming aware of it.

The Operator uses reasonable means to ensure the availability and security of the Platform, without guaranteeing uninterrupted operation. Interruptions may occur, in particular for maintenance.

The Operator's liability is limited to direct and foreseeable damage resulting from a breach of its obligations. It is capped at the amount paid by the User during the twelve months preceding the event giving rise to liability, except in case of gross negligence, wilful misconduct, harm to life or physical integrity, or any mandatory provision to the contrary. Nothing in these Terms limits the rights granted to consumers by law.

Each User indemnifies the Operator against any third party claim arising from their Content or their breach of these Terms.

14. Personal data

The processing of your personal data is described in the privacy policy, which forms an integral part of these Terms.

15. Changes to the Terms

The Operator may amend these Terms, in particular to reflect changes in the law or in the service. Any material change is notified to you by email or in your account at least [DÉLAI DE PRÉAVIS] before it takes effect. The new version applies as soon as you accept it. If you refuse it, you may close your account before it takes effect. Until you accept it, access to Paid offers may be suspended.

16. Governing law and disputes

These Terms are governed by the law of [DROIT APPLICABLE]. If you are a consumer, you also benefit from the mandatory provisions of the law of your country of residence.

In the event of a dispute, please contact us first to seek an amicable solution. You may also use a consumer mediator: [MÉDIATEUR DE LA CONSOMMATION]. The European Commission provides an online dispute resolution platform at <https://ec.europa.eu/consumers/odr>, or the service that succeeds it.

Failing agreement, the dispute is brought before the courts of [PAYS ET TRIBUNAUX COMPÉTENTS], without prejudice to the consumer's right to bring proceedings before the courts of their place of residence.

The French text of these Terms prevails. The English and Spanish versions are translations.

17. Contact

For any question about these Terms, you may write to [EMAIL DE CONTACT] or to the following postal address: [RAISON SOCIALE], [ADRESSE].