

GOFANDER 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 GoFander 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. Interpretation: In these Terms of Use for Fans, defined terms have the same meanings given to them in the Terms of Use for all Users. In addition:
 - a. "VAT" means Swiss value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - b. "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 and whether of Switzerland or any other jurisdiction.
3. Other terms which will apply to your use of GoFander: The following terms will also apply to your use of GoFander and you agree to them:
 - a. Our Terms of Use for all Users;
 - b. Our Privacy Policy – which tells you how we use your personal data and other information we collect about you;
 - c. Our Acceptable Use Policy – which tells you what you can and can't do on GoFander;
 - d. Our Complaints Policy – which sets out the procedure for making a complaint about any aspect of GoFander, and how we will deal with that complaint;
 - e. 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 GoFander; and
 - f. Our Community Guidelines – which provide additional terms and guidance regarding your interactions with GoFander.
4. Other terms which may apply to your use of GoFander: The following additional terms may apply to your use of GoFander:
 - a. If you are also a Creator, the Terms of Use for Creators will apply to your use of GoFander as a Creator;
5. Your commitments to us: You warrant (which means you make a legally enforceable promise) that:
 - a. you are at least 18 years old;
 - b. 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;
 - c. you will provide such other information or verification records as we require.

- d. you are permitted by the laws of the country or State/province where you are located to join GoFander and to view any Content available on it and to use any functionality provided by it; and
 - e. you are able and willing to make payment (where required) to view Content available on GoFander which you wish to view and to use any functionality provided by GoFander that you wish to use.
6. 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 GoFander:
- a. 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 GoFander:
 - i. the Content complies in full with the Terms of Service (and in particular our Acceptable Use Policy);
 - ii. you either own your Content (and all intellectual property rights in it) or have a valid license to your Content; and
 - iii. 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 GoFander.
 - b. 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.
 - c. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of GoFander. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
7. Adult material: You acknowledge that you are aware that some of the Content on GoFander 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.
8. Subscriptions and purchases by Fans: This section describes the terms which apply to Fan/Creator Transactions:
- a. 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 GoFander 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.
 - b. Creators are solely responsible for determining (within the parameters for pricing on GoFander) the pricing applicable to Fan/Creator Transactions and the Content to which you may be given access. All prices appear in CHF only.

- c. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.
- d. 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.
- e. 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 CHF. Your payment card provider may charge you currency conversion fees. We do not have control over currency exchange rates or 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.
- f. 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.
- g. The payment provider will take (i) periodic payments from your payment card for Fan Payments which are Subscriptions; and (ii) immediate payments from your payment card for Fan Payments other than Subscriptions (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.
- h. Apart from 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 be permitted to view the relevant Creator's Content until the end of the subscription period in which you canceled, after which no further payments will be taken from your payment card in respect of 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 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.
- k. Wallet credits: You can prepay an amount on GoFander (known as "Wallet Credits") which you can later use to make Fan Payments. Purchases on GoFander cannot be divided - if you attempt a purchase that costs more

than the total 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 from time to time. Interest will not accrue on Wallet Credits. Wallet Credits are non-refundable, which means that you are not entitled to a refund of any unused Wallet Credits.

9. 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.

Last updated: February 2023

GOFANDER 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 GoFander 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. In addition:
 - a. "VAT" means Swiss value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - b. "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 and whether of Switzerland or any other jurisdiction.
3. Other terms which will apply to your use of GoFander: The following terms will also apply to your use of GoFander and you agree to them:
 - a. Our Terms of Use for all Users;
 - b. Our Privacy Policy – which tells you how we use your personal data and other information we collect about you;
 - c. Our Acceptable Use Policy – which tells you what you can and can't do on GoFander;
 - d. Our Complaints Policy – which sets out the procedure for making a complaint about any aspect of GoFander, and how we will deal with that complaint;
 - e. 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 GoFander; and
 - f. Our Community Guidelines – which provide additional terms and guidance regarding your interactions with GoFander.

4. Other terms which may apply to your use of GoFander: The following additional terms may apply to your use of GoFander:
 - a. If you are also a Fan, the Terms of Use for Fans will also apply to your use of GoFander as a Fan;
5. What are the fees that we charge Creators for the use of GoFander?

We charge a fee to you of ten per cent (10%) plus 0.55 CHF (Swiss Francs) of all Fan Payments made to you (exclusive of any VAT element of the Fan Payment) (called Our Fee). The remaining ninety per cent (90%) of the Fan Payment (exclusive of any VAT element of the Fan Payment) is payable to you (called "Creator Earnings"). Our Fee includes the costs of providing, maintaining and operating GoFander and storing your Content. Our Fee is deducted from the Fan Payment, and Creator Earnings are paid to you in the way described in the Payouts to Creators section below.
6. Monthly payments to creators will be subject to a fixed cost of 0.50 CHF (Swiss Francs), plus any additional costs dependent on the payment provider used, such as currency conversion costs, bank charges, etc. etc.
7. How to set up your account as a Creator account: To set up your account as a Creator account:
 - a. You will need on your User account page to upload a valid form of ID and two photos of you.
 - b. You will need on your User account page to add a bank account or payment details of your bank account or a payment method.
 - c. You will need on your User account page to select one of the available methods provided by GoFander as to how your Creator Earnings will be transferred to you. These methods are called Payout Options.
 - d. If you are registered for VAT in your registration country, you will need to provide us with your valid VAT number.
 - e. You may also need to submit additional information depending on the country where you live.
 - f. 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.
 - g. Once you have set up your account as a Creator account, then if you want to charge your Fans a monthly subscription fee you will need to set your subscription price for your Fans within the range allowed by GoFander.
 - h. You will then be able to start adding Content and Users will be able to subscribe to your account to become your Fans.
 - i. 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.

8. 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.
9. Fan/Creator Transactions: This section describes the terms which apply to Fan/Creator Transactions:
 - a. 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 GoFander 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.
 - b. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.
 - c. When you receive confirmation from GoFander, 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 customized 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).
10. 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 GoFander:
 - a. Your Content is not confidential, and you authorize your Fans to access and view your Content on GoFander for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
 - b. 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 GoFander:
 - i. the Content complies in full with the Terms of Service (and in particular our Acceptable Use Policy);
 - ii. you hold all rights necessary to license and deal in your Content on GoFander, including in each territory where you have Fans and in the United Kingdom;
 - iii. 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;
 - iv. 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 GoFander; and

- v. 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.
- c. 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.
- d. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of GoFander. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
- e. You also agree to act as custodian of records for the Content that you upload to GoFander.

11. Advertising on GoFander:

- a. 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.
- b. Requirements – Advertising Content: You must ensure that any Advertising Content which you post to your Creator account:
 - i. does not:
 - 1. prejudice respect for human dignity;
 - 2. 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;
 - 4. encourage behavior grossly prejudicial to the protection of the environment;

5. cause physical, mental or moral detriment to any person;
 6. directly urge persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
 7. directly encourage persons to persuade others to purchase or rent goods or services;
 8. exploit the trust of persons in others; or
 9. unreasonably show persons in dangerous situations;
- ii. does not advertise cigarettes and other tobacco products, electronic cigarettes and electronic cigarette refill containers, illegal drugs, or any prescription-only medicine;
 - iii. does not advertise, promote, or facilitate illegal gambling, and
 - iv. in respect of any Advertising Content for alcoholic drinks, is not aimed at minors and does not encourage immoderate consumption of alcohol.
- c. Transparency requirement - Advertising Content: You must declare that any Advertising Content which you post or upload to GoFander contains advertising by including the signifier #ad in the caption to the Advertising Content before posting or uploading.

12. Co-authored Content:

- a. 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 GoFander; 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.
- b. 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:
 - i. has given his or her express, prior and fully informed consent to his or her appearance in the Co-Authored Content; and
 - ii. has consented to the Co-Authored Content in which he or she appears being posted on GoFander.
- c. 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 GoFander, you will tag the GoFander account(s) of any person or people appearing in the Co-Authored Content who can be identified from it.

- d. 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 GoFander.
- e. 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.
- f. 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).

13. Payouts to Creators:

- a. All Fan Payments will be received by a third-party payment provider approved by us.
- b. Depending on the choice of payment option, we will submit to the payment rules of the chosen provider. For example, some payment providers collect the fan payment and will pay the creator's earnings directly to his or her bank account. While in other cases our commission will be deducted from the fan payment received and the creator's earnings will be retained by us or one of our subsidiaries on behalf of the creator.
- c. Your GoFander account will be updated within a reasonable time with your Creator Earnings. Your Creator Earnings will become available for withdrawal by you from your GoFander account once such Creator Earnings appear in your GoFander account.
- d. To make a withdrawal of Creator Earnings from your GoFander account, you must have at least the minimum payout amount in your GoFander 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.
- e. The amount that you see in your 'current balance' in your GoFander account is your Creator Earnings at the relevant time. All Fan Payments and Creator Earnings are transacted in CHF only. With some payment options,

fan payment and creator earnings data will be reflected in their (the user's) local currency, at an exchange rate controlled by the payment provider. Your bank may charge you currency conversion or transfer fees to receive the money. Additionally, your e-wallet company may charge you a fee for accessing the money. We do not have control over currency exchange rates or charges imposed by your bank or your e-wallet company, and we and our subsidiary companies will not be responsible for paying any charges imposed by your bank or your e-wallet company.

- f. 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.
- g. 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.

14. Circumstances in which we may withhold Creator Earnings:

- a. We may withhold all or any part of the Creator Earnings due to you but not yet paid out:
 - i. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - ii. if you attempt or threaten 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
 - iii. 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, 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.

15. Promoting Tax compliance and VAT:

- a. General:
 - i. We recommend that all Creators seek professional advice to ensure you are compliant with your local Tax and VAT rules, based on your individual circumstances.
 - ii. By using GoFander as a Creator, you warrant (which means you make a legally enforceable promise) that you have reported and will report in the future the receipt of all payments made to you in connection with your use of GoFander to the relevant Tax authority in your jurisdiction, as required by law.
 - iii. By using GoFander as a Creator you warrant (which means you make a legally enforceable promise) that you will at all times comply with all laws and regulations relating to Tax which apply to you. If, at any point whilst you have an GoFander account, any Tax non-compliance occurs in relation to you (including a failure by you to report earnings or the imposition on you of any penalty or interest relating to Tax) or if any litigation, enquiry, or investigation is commenced against you that is in connection with, or which may lead to, any occurrence of Tax non-compliance, you agree that you will:
 - 1. notify us by email to vat@gofander.com in writing within 7 days of the occurrence of the Tax non-compliance or the commencement of the litigation, enquiry or investigation (as applicable); and
 - 2. promptly provide us by email to vat@gofander.com with:
 - a. details of the steps which you are taking to address the occurrence of the Tax non-compliance and to prevent the same from happening again, together with any

mitigating factors that you consider relevant; and

- b. such other information in relation to the occurrence of the Tax non-compliance as we may reasonably require.
 - iv. For the avoidance of doubt, you are responsible for your own Tax affairs and we and our subsidiary companies (i) are not responsible for advising you on your Tax affairs and will not be liable in respect of any general information provided on GoFander or by support@gofander.com in respect of Tax, and (ii) will not be liable for any non-payment of Tax by Creators.
 - v. We reserve the right to close your GoFander account if we are notified of or become aware of any Tax non-compliance by you.
- b. Swiss VAT and swiss established Creators:
- i. For the purposes of swiss VAT only, Creators are treated as providing their services to GoFander, rather than to Fans directly.
 - ii. If you are a Creator registered for swiss VAT:
 - 1. You will be treated, for VAT purposes, as charging GoFander your Creator Earnings (90% of all and any Fan Payments), together with swiss VAT at the prevailing rate in force at the time of the Fan Payment;
 - iii. You agree that you will keep copies of all VAT invoices and VAT returns in connection with your earnings from GoFander and you will provide us with copies of such documents within 14 days of our written request that you do so. For the avoidance of doubt, it is your obligation to comply with all provisions of VAT legislation and make, give, obtain, maintain and keep accurate, complete and up-to-date records, invoices, accounts and other documents required for the purposes of the VAT legislation.
 - iv. If you are a Creator in Switzerland who is not required to register for swiss VAT, then you should monitor the level of taxable sales that you make in Switzerland (including any Referral Payments) to ensure you have not exceeded any VAT registration threshold in Switzerland. It is your obligation, as a taxable person, to monitor whether you have exceeded the VAT registration threshold.
 - v. We do not monitor earnings that Creators receive from other income sources. However, we will monitor the annual earnings of Creators on our platform, and if you are not already VAT registered and your earnings exceed the VAT registration threshold, you may receive a notification from us asking you to register for VAT. If you receive such a VAT registration notification, you agree to register for VAT as soon as possible and to send your VAT registration number to us at vat@gofander.com, within 6 weeks of such notification.

Failure to do so may result in your GoFander account being closed.

Last updated: February 2023

ACCEPTABLE USE POLICY

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

This Policy applies to your use of GoFander and all Content on GoFander and forms part of your agreement with us. This Policy sets out what is and is not permitted on GoFander.

In this Policy, defined terms have the same meanings as in our Terms of Use for all Users.

1. Do not use GoFander except for your own personal use and do not sell, rent, transfer, or share your account or any Content obtained from your use of GoFander to or with anyone else.
2. Only use GoFander in a manner and for a purpose that is lawful.
3. Do not upload, post, display, or publish Content on GoFander that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence or any illegal activity.
4. Do not use GoFander 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.
5. Do not upload, post, display, or publish Content on GoFander that:
 - a. shows, includes or refers to:
 - i. any individual under 18 years old (or which refers to individuals under 18 years old generally); or
 - ii. 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;
 - b. shows, promotes, advertises or refers to:
 - i. firearms, weapons, or any goods wholesale, possession or use is subject to prohibitions or restrictions;
 - ii. drugs or drug paraphernalia;
 - iii. self-harm or suicide;
 - iv. incest;
 - v. bestiality;
 - vi. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
 - vii. necrophilia;
 - viii. urine, scatological, or excrement-related material;

- ix. "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 GoFander);
 - x. escort services, sex trafficking, or prostitution;
- c. 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 "deep fakes");
 - d. 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);
 - e. 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 GoFander 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;
 - f. either:
 - i. 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
 - ii. 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).
 - g. gives the impression that it comes from or is approved, licensed or endorsed by us or any other person or company;
 - h. 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;
 - i. 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
 - j. 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.

6. You must comply with any requirements set out in our rules. Our Community Rules can be found at <https://gofander.com/en/rule>
7. Do not use GoFander to stalk, bully, abuse, harass, threaten or intimidate anyone else.
8. Do not use GoFander to engage in misleading or deceptive conduct, or conduct that is likely to mislead or deceive any other User.
9. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing their Content without authorization.
10. 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.
12. Do not provide false account registration information or make unauthorized use of anyone else's information or Content.
13. 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.
14. 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.
15. Do not use other media or methods (for example the use of codewords or signals) to communicate anything which violates this Policy.
16. 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.
17. Do not knowingly introduce any viruses, trojans, worms, logic bombs or other material into Content which is or may be malicious or technologically harmful.
18. Do not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of GoFander.
19. Do not use GoFander in a way that could adversely affect our systems or security or interfere with any other User's use of GoFander, including their ability to engage in real-time activities through GoFander.

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

21. Do not use GoFander' 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.

These Terms and Conditions enter into force on 23.02.2023.