

fancci.com Terms and conditions

Last Modified: December 20, 2022

fancci Affiliates / Tippsters / Airdrop

By checking the "Yes" box on the www.fancci.com website, you accept the following terms and conditions as a tipster and participant in the Airdrop program.

A.) Preamble

bitcci AG operates an online platform in the field of adult entertainment on the website www.fancci.com. The "users" of the platform may consist of the following groups: Models, Agencies, Affiliates and Customers.

Users of the platform automatically participate in the "airdrop program" by registering. Furthermore, users can invite other users to the fancci platform by means of a referral link.

Definition of the term "Model":

Models offer services within the fancci platform. After registering and going through the KYC process, a model can generate revenue e.g. by offering pictures & videos, live webcam sessions, gaining fans / followers. From this revenue, the model receives a share of at least 65%, which is calculated in the form of "fancci credits" - and can be paid out in the form of cryptocurrencies or other payment options.

Definition of the term "Agency":

An agency is a user group on the fancci platform that has direct contacts of a larger number of models through its business activities, e.g. model or escort agencies, club businesses or online portals. Agencies can generate additional sources of income by recommending the fancci platform via referral links. Agencies share in the revenue generated by models on the fancci platform according to the commission plan. Furthermore, agencies receive a share of the revenue generated by customers on the platform. Agencies can also invite other agencies, affiliates or customers by sending their referral link and thereby increase their network - and thus also the potential for additional income.

Definition of the term "Affiliate":

An affiliate is a user group on the fancci platform that usually does not have direct contacts to a larger number of models themselves. Affiliates, however, can establish such contacts through their sales efforts by sending their referral link to models, agencies, affiliates, or customers and thus participate in the sales of the models in their network according to the commission plan.

Furthermore, affiliates receive a revenue share on the sales consumed by customers on the platform. Affiliates can also invite other affiliates, agencies or customers by sending their referral link and thereby increase their network - and thereby also the potential for additional income.

Definition of the term "Customer:

A customer is a group of users on the fancci platform who essentially consume the online services of the models.

Airdrop program:

Users who newly register on the fancci platform will receive 1000 bitcci equity tokens (= tokenized quota preferred shares of bitcci Group AG) and 5000 bitcci cash tokens (= Ethereum based payment token that can be used exclusively within the bitcci platforms) as a free bonus or welcome gift.

To the bitcci cash token airdrop:

No other rights are attached to the welcome gift and possession of bitcci cash tokens, either expressly or impliedly, other than the right to use and interact with these bitcci cash tokens as a means within the bitcci ecosystem. The bitcci cash tokens do not constitute any ownership right, share, security or equivalent right or any right to future revenues, shares, dividends or management participation, intellectual property rights or any other form of interest in or relating to the bitcci ecosystem and/or the Company.

To the bitcci Equity Token Airdrop:

The shares of bitcci Group AG are expected to be tokenized in Q2 / 2023. This tokenization is a legal and technical process, based on blockchain technology, where the rights to the shares are securitized in an Ethereum-based token, the "bitcci Equity Token". The bitcci Equity Token is visible on the Ethereum Blockchain once the Equity Token has been generated. Once the token is generated, each holder can access their Equity Token and store it in their own wallet. The holder must be identified through KYC due to regulations. The cost of the KYC process is borne by the holder. After the holder has successfully gone through our KYC, the holder's data will be added to the token register (the token register is not publicly accessible) of bitcci Group AG. After that, the holder can receive and store their Equity Tokens in their personal wallet (e.g. Metamask, Trust Wallet, etc.).

bitcci Equity Tokens are currently NOT available for purchase by retail investors and bitcci Group AG does not release any offerings, pricing information, etc. to the public until we receive approval from financial regulators. This approval process includes the approval of a securities prospectus containing detailed information about the project, the company and potential risks in order to protect retail investors. Shares (bitcci Equity Tokens) of bitcci Group AG are currently given exclusively as a free welcome gift.

All claims of the tipster to bitcci Equity Token pursuant to the tipster program are non-transferable and may not be encumbered or pledged. Actions contrary to this are void and have no effect against bitcci AG and bitcci Group AG.

B.) Subject of the contract

bitcci AG has introduced a Tippster program as part of its sales program. The rights and obligations of the tipster program are regulated in the following:

- 1) The activity of the tipster is limited exclusively to forwarding a recommendation link to a potential user of the.
- 2) The Tippster is not permitted to:
 - a. personal recommendations on the share or the bitcci Equity Token of bitcci Group AG; and/or
 - b. own comments on the share or the bitcci Equity Token of bitcci Group AG; and/or
 - c. content-related information of any kind on the share or the bitcci Equity Token of bitcci Group AG; and/or
 - d. to advise potential customers in any form and/or to forward their expression of intent to purchase the share or the bitcci Equity Token of bitcci Group AG.
- 3) Based on this contract, the Tippster is only entitled to send the link described above to persons known to him.

Obligations of the Tipster

- 1) The tipster undertakes not to carry out any of the following activities:
 - a.) act as a representative for bitcci AG, i.e. in particular he/she may not act on behalf of bitcci, or make any declarations with legally binding effect for and against bitcci AG.
 - b.) Furthermore, the Tippster shall be solely responsible for fulfilling his tax obligations with regard to the remuneration arising from this agreement.
 - c.) In addition, the Tippster shall indemnify, hold harmless and exempt from execution bitcci AG in the event that third parties assert claims against bitcci AG arising from the Tippster's activities.
 - d.) The listed regulations must be adhered to in the sense of a uniform and professional external presentation of bitcci and for the protection of the partners. Violations of these guidelines may not only result in warnings or cease-and-desist letters with costs, but may also be grounds for termination on the part of bitcci - and result in the blocking of the fancci account. Only the link approved by fancci, which is located in the "back office", may be forwarded.
 - e.) It is prohibited to use the brand "bitcci" or "fancci" in e-mail addresses, domain names, in names of social media platforms or other names or the logo on advertising media.
 - f.) The creation and publication of own websites or printed materials containing the bitcci or fancci trademark is prohibited. Should bitcci AG determine that the use of a design could lead to a risk of confusion with bitcci web pages, the tipster agrees to modify or delete the web page or printed material within 3 business days and to cease further use. If this is not removed or omitted even after 2 warnings, a penalty of EUR 10.000,- will be due.

g.) Links may only be forwarded to persons who are known to the tipster or who have previously given their consent for the sending within the framework of a "double opt-in procedure". Should unauthorized advertising (spam) be carried out, this can lead to warnings with costs. Should bitcci AG incur any damage as a result (e.g. in the form of legal costs, warnings or cease-and-desist declarations), bitcci will pass on these costs in full to the originating tipster. In this case, bitcci will withhold the direct damage from the commission settlement and assert the incurred costs by legal action as well as, in the case of particularly serious violations, further claims for damages.

h.) The publication of press releases or other information to the media about bitcci AG, the business model, the tipster program or other company-relevant topics or events is prohibited.

Tipster compensation

a) The tipster uses his referral link to invite new users to the fancci platform. If models register in the network of the referrer as part of the referral activity - and generate sales through online services, the referrer will receive compensation for these sales in accordance with the commission plan.

a.) The commission for model sales amounts to

2.6 % of the model turnover in level 1

1.3 % of model sales in level 2

1.3 % of model sales in level 3

0.65% of model revenue in level 4

0.325% of model revenue in level 5

0.325% of model revenue in level 6

b.) The tipster can also use his referral link to invite new customers to the fancci platform. If, in the course of the tipster's activity, customers register in the tipster's network - and generate revenue through kosnum, the tipster will receive compensation for this revenue in accordance with the commission plan. The commission for customers is 13% in level 1.

1) The right of the Tipster to remuneration expires if individual points of this contract are violated.

2) The Tipster compensation will be credited to the internal account in fancci credits.

3) With the payment of the Tipster compensation to the tipster, all claims of the tipster against bitcci AG are fully settled. In particular, the Tipster has no additional claim for reimbursement of expenses.

Term

1) The term of this contract is limited to the offer period of the Airdrop program. (The Airdrop Program is limited to 1 billion bitcci Cash Tokens and 1 billion bitcci Equity Tokens. It ends at the latest with the expiration of the Airdrop Program.

2.) bitcci AG reserves the right to limit the payout of tipster commissions starting from 31.12.2028.

3.) final provisions

1) This Tippster agreement can only be amended by agreement of all contracting parties by concluding a written agreement. Assignment of rights and obligations is only permitted with the consent of the other party.

2) Should the Tippster Agreement contain a loophole, or should a provision of this Tippler Agreement be or become ineffective, void, invalid or unenforceable, the legal validity of the remaining provisions of the Tippler Agreement shall remain unaffected. In place of the ineffective, void, invalid or unenforceable provision, the parties to the agreement shall replace it with a provision that best reflects their intentions and economic objective. This shall also apply in the event of a loophole in the contract.

3) This Tippster Agreement shall be governed by Swiss law to the exclusion of its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is not applicable.

4) The exclusive place of jurisdiction for disputes arising from this Tippster Agreement is Zug, to the extent permitted by law.

Terms & Conditions for Models and Customers

I. Adults only.

We have placed this detail over and above all of our other terms because it is the most important (although it is also referenced below). The fanci.com platform is only open to consenting adults looking to express themselves in the form of streaming video and messaging. We have zero tolerance for any minors on the fanci.com platform, whether such individuals are actually minors or pretending to be minors perhaps in a misguided attempt at role-play. Moreover, we have zero tolerance for any image of any minor being uploaded to our platform for any reason. Please be advised that we reserve the right to and do report each and every suspected minor to any law enforcement agencies we feel appropriate. If you believe that a minor is using the site, we strongly request and encourage you to report each and every user you encounter which you believe or suspect to be under the age of 18. All reports are reviewed as quickly as we can. If you are a minor, you must immediately leave this site now. You are not legally permitted on fanci for any reason, and if we find you on this site, we will report you to law enforcement as noted above. We will not reactivate you for any reason ever.

With respect to all other matters, as we operate an online platform and we are not in the business of producing or presenting cam broadcasts, we only adopt what we feel are necessary to comply with law, community standards and for the safety of our users.

II. The Platform

The Platform (as defined below) is an online fan/creator platform providing social networking capabilities including both a text and video chat service whereby individuals accessing the Platform (each a "Community Member") may create and share with other Community Members online audio, video, interactive, and live content which may include, at the providing Community Member's election, content of an adult nature. Community Members, whether or not their account is capable of receiving credits, are free to broadcast their live streaming video through the Platform, subject to the minimal restrictions set forth in these Terms, which restrictions have been put in place to comply with applicable law, community standards, and for the safety of the Community Members. Subject to safety and legality required rules, Community Members may produce and broadcast (or not broadcast) as and when they determine and set their own rules for other Community Members viewing their broadcasts. Community Members are also free to use other video streaming platforms either at different times or at the same time as such Community Members use our Platform, subject to the provision below that Community Members may not, through the Platform, promote or advertise any entity, product, service, or website that delivers live-streaming content.

III. INTRODUCTION AND DESCRIPTION OF SERVICE

- When you access the Platform, you understand that you may see graphic depictions of nudity, exposed genitals and persons engaged in explicit sexual activity consisting of people of different genders, people of the same gender, as well as sexual acts involving more than 2 individuals. By accessing and/or using the Platform, you expressly acknowledge that you wish to see such materials. By accessing the interactive video chat social networking platform located at

fancci.com (collectively the "Platform") these terms and conditions (these "Terms") form the binding agreement between you ("you") and bitcci AG (the "Company") regarding your use of the Platform. If you do not agree to be bound by these Terms, you must immediately exit the Platform and not access the Platform again for any reason. There is no fee to access the Platform and view content to access some functions of the Platform, but Community Members will be required to create an Account (defined below).

- Community Members who are eligible to receive credits in their account, from other Community Members are referred to in these Terms as an "Creator". In these Terms, the use of phrases such as "we" "our" "us" or other appropriate first-person terms refer to the Company. The use of the terms "you" or "your" refers, as the context may require, to you the Community Member or (independent) Creator accessing or utilizing the Platform. By accessing and/or using the Platform, you agree to be bound by the Terms.

IV. NO ACCESS BY MINORS AND NO EXPLOITATION OF CHILDREN

- This Platform is for Adults Only. In order to access and use the Platform, you must be at least 18 years old or the age of majority in your jurisdiction, whichever is older (the "Age of Majority"). IF YOU ARE NOT OF THE AGE OF MAJORITY, YOU MUST IMMEDIATELY LEAVE THE PLATFORM. By accessing and/or using the Platform you agree that you have reached the Age of Majority and acknowledge that we have the sole and absolute right to terminate your Account if we believe you are in violation of this requirement. If we believe you are in violation of this Age of Majority requirement, we will report you to law enforcement.

- Law Enforcement Reporting. We reserve the right to and do report suspected violations of the Platform's minimum age requirement to any and all law enforcement and other organizations we may feel appropriate, in our sole discretion. If you believe that a minor has accessed the Platform, you should immediately report it to us at legal@bitcci.com. For more information regarding this policy and our zero-tolerance stance on minors using or in any way appearing on the Platform, please contact us at legal@bitcci.com.

- Underaged Pornography. For the purpose of these Terms, "Underaged Pornography" includes, but is not limited to (i) any materials showing a person under the Age of Majority in a state of undress, or engaged in any suggestive or sexual acts of any kind; (ii) any materials that simulate the foregoing, such as dolls, animated films or shorts, adults made to look like children or suggest that they are below the Age of Majority; and, (iii) discussion of child pornography or child exploitation. Child Pornography and the exploitation of children is a serious crime. All Community Members are strictly prohibited from using the Platform to distribute, access, or solicit Child Pornography or engage in any conduct or discussion exploitative of a person below the Age of Majority, including by way of role play. If you see anything on the Platform that violates this provision or seems questionable, report it immediately to us at legal@bitcci.com. We will immediately investigate any claim and take the appropriate action. IF YOU ARE SEEKING OR HAVE AN INTEREST IN ANY TYPE OF PEDOPHILIC OR PEDERASTIC CONTENT, YOU MUST IMMEDIATELY LEAVE THIS SITE. YOU WILL BE BANNED FOR EVEN DISCUSSING SUCH ACTIVITY OR ENGAGING IN INAPPROPRIATE ROLE PLAY. FURTHER YOU WILL ALSO BE BANNED FROM THE PLATFORM AND REPORTED TO NCMEC AND/OR LAW ENFORCEMENT FOR DISCUSSING OR ARRANGING TO DISCUSS MINORS ON ANOTHER PLATFORM. SIMPLY PUT, PEOPLE WITH INTERESTS IN CHILDREN, INCLUDING EVEN JUST ROLE PLAY,

ARE NOT WELCOME TO USE THE PLATFORM AND WILL BE DEALT WITH IN THE HARSHTEST MANNER POSSIBLE.

- Section 230 of the Communications Decency Act. The Platform is a Community Member-driven interactive platform with content provided by Creators, and pursuant to Section 230 of the Communications Decency Act, we are immune from suit for materials published through the Platform by Community Members. As such, we are not liable for content published by Community Members. As we operate an online platform and we are not in the business of producing or presenting cam broadcasts, we have endeavored to keep our rules to a minimum imposing only those we feel are necessary for the safety of Community Members, to comply with applicable law, and the continued operation of the Platform.

- Room Reports. If you identify a Community Member you believe to be violating any of the Terms, which include Appendix C (the Code of Conduct, linked below) please immediately let us know by emailing support at support@fancci.com or using the "REPORT ROOM" function at the top right of each streaming broadcast. All room reports are reviewed as soon as practicable but in no event more than 4 business days.

V. YOUR ACCOUNT AND GENERAL TERMS APPLICABLE TO ALL USERS

- Member Account and Password. In order to access the non-public portions of the Platform, you must create an account (your "Account"). In creating an Account, you will be prompted to create a username and password and, if you wish to become a Creator, you will be required to enter certain personally identifiable information. In order to take advantage of some of the pay features available through the Platform, you will be prompted to input a payment method. As noted in our Privacy Policy, this information is received and held by a third-party payment processor who, subject to their terms, will store your payment information for future use through the Platform. You may not choose a username that may falsely represent you as someone else or a name that may otherwise be in violation of the rights of any other individual or entity. We reserve the right to disallow the use of usernames or cancel, at any time, the membership of any Community Member who uses their selected username in violation of these Terms or in any other way we deem inappropriate in our sole discretion. You are solely responsible for any and all activities conducted and purchases made through your Account. It is important to note that, while we do not require that you provide an email address to create an Account, choosing not to provide an email address limits the support we can provide in connection with your Account as we are unable to verify you are the Account holder.

- i. Shared Accounts. With respect to Accounts which have more than one age-verified user, the person in control of the Account is deemed to be the person whose email address is associated with the Account, unless there is payee information associated with the Account, in which case the payee is deemed to be the person in control of the Account. Material changes to Accounts may only be made at the request of the person deemed to be in control of the account. Material changes include changes to the email address associated with the Account, changes to payee information, and changes to two-factor authentication settings. You understand and agree that the person deemed to

be in control of any such Account will have full access to and control over all information associated with the Account, including all information collected on such Account. For more information about information we collect, please see our ANNEX A - Privacy Policy.

ii. Studio Accounts. Individuals who wish to create a studio account (a "Studio Account") through the Platform must comply with our rules for setting up a Studio Account. If these rules are complied with, such Account will be considered a "Studio" on the Platform. For all Accounts under a Studio, the Studio is deemed the owner of all Accounts in such Studio Account ("Studio Sub-Accounts"). The followers, images, and data associated with all Studio Sub-Accounts may not be transferred away from or shared with another Account without the applicable Studio's consent, absent what we may deem, in our sole and exclusive determination, to be extraordinary circumstances.

- Security of your Account. You are solely responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password, including without limitation any unauthorized access to the Platform caused by you, including access which may violate applicable laws and/or subject you to criminal prosecution. This will result in your immediate ban from the Platform and deactivation of your Account. We will not release your password for security reasons. You agree to (i) immediately notify us of any unauthorized use of your username or password or any other breach or suspected breach of security, and (ii) ensure that you log out of your Account each time you stop interacting through the Platform. We highly encourage all Community Members to turn on two-factor authentication to ensure the security of their Account.

- License to Access the Platform. You are granted a limited, non-exclusive, revokable license to access and use the Platform for your own personal enjoyment. You may not, download, reproduce, sell, rent, perform, or link to any content made available through the Platform, except as expressly permitted by the Community Member and/or Creator, as appropriate, responsible for such content or otherwise as permitted by the rules of the Platform. As noted below, your license to access the Fancci platform, including any content saved to or associated with your account(s), may be terminated for a violation of these Terms and as otherwise provided herein.

- Solicitations. Although we do not control Creators and other users' use of the Platform, you may not use the Platform to promote or advertise any third-party products, sites, or services that deliver live-streaming content.

Although, of course, Creators and other Community Members are free to cam on other sites, you may not use the Platform to solicit any Community Member to utilize another product, site, or service that delivers live-streaming content.

- Billing. Community Members may elect to put money on deposit with the Platform which will be converted to credits which credits may only be used through the Platform as the applicable Community Member elects, including for use to tip Creators. By tipping credits through the Platform, you agree that all credit tips are intended as a gratuity and all tips are final when sent. In the event that we receive a complaint about a tip after it has been sent, we may, at our election and with no

obligation to do so, send the complaint to the other party for the other party's response regarding the complaint. You are prohibited from providing "tips" for the performance of specific acts. Requesting or demanding specific acts for tips may result in a ban from the Platform for all parties involved. Creators are prohibited from requesting any type of off-Platform payments; provided, however, the Platform may, from time to time, permit Creators to post links to wish lists. Your chosen payment method will only be billed as you specifically request. Unless otherwise specifically provided in writing, you will not be billed for the same purchase on a recurring basis. By providing your payment information, you expressly consent to the use of third-party payment processors to facilitate any and all transactions you may elect to make through the Platform. It is your sole responsibility to make sure that your billing information is up to date. If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within 30 days after such billing error first appears on any account statement, such fee will be deemed accepted by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within 30 days of its publication. We reserve the right to impose transaction limits on Community Members based upon a variety of factors including, without limitation, length of membership to the Platform, location, change in access information, and amount of refund requests. Please note that abuse of special offers, including creating multiple accounts to take advantage of such offers, is a violation of these Terms. Community Members may withdraw unused money on deposit with the Platform by contacting customer support, less amounts charged by third parties in connection with the initial and refund transactions.

- Videos and Images Offered by Community Members. Community Members, including Creators, may create or otherwise make available video, photo, or other content containing content and intellectual property that they own or have a license to use ("Member Content"). In making available Member Content, you are representing and warranting to the Company that you have all the necessary rights and permissions to make such content available through the Platform and to offer to all Community Members who acquire the Member Content a perpetual, irrevocable, worldwide license to access and view such content through the Platform. To be clear, you understand and agree that once a Community Member acquires Member Content uploaded by you in the Community Member's Account on the Platform, you have granted to that Community Member a perpetual, irrevocable, worldwide license to access and view such content through the Platform, and represent that you have all necessary rights and permissions to grant such license. With respect to any Member Content that you elect to acquire through the Platform you acknowledge and agree as follows: (i) that we are neither the creator nor source of the Member Content; (ii) that we simply offer a platform for Community Members to create and share Member Content with other Community Members; (iii) the Community Member who posted the applicable Member Content is solely responsible for any claims or liabilities associated with, arising from, or in any way relating to such Member Content; (iv) your purchase or use of any Member Content is solely at your own risk; and (v) you forever release the Company, its affiliates, successors, assigns, officers, employees, agents, directors, shareholders and attorneys from any and all claims and liabilities associated with, arising from, or in any way relating to Member Content. We have the absolute right to remove any Member Content that we believe, in our sole discretion, may violate any law or these Terms. In the event that you provide credits to a Creator in connection with obtaining Member Content, you agree that these credits are provided as a gratuity notwithstanding any request from the applicable Creator; and, you further understand that such credits will not be refunded for any reason.

- Private Shows. All Creators acknowledge and agree they are aware that all private shows are recorded by default and such recordings are provided to the applicable Community Member(s) who purchased such private shows; provided, however, that Creators can disable this recording option at any time in account settings. Creators acknowledge and agree that all recordings of private shows are considered Member Content and that upon delivery of the recording to the purchasing Community Member(s), such Community Member(s) will have acquired from the applicable Creator a perpetual, irrevocable license to view and access such recording through the Platform.

- Fan Clubs. Creators have the ability to create and administer a fan club through the Platform provided that Creators' account is in good standing and Company has not limited or removed the fan club functionality. Should an Creator elect to start a fan club, the Creator will choose a monthly fee that other Community Members must pay to be members of the Creator's fan club. You understand and agree that in purchasing a membership to an Creator's fan club, such purchase will automatically renew, and you will be automatically rebilled for such purchase, on a monthly basis until such time as you cancel such fan club membership. Updates and what, if anything, is included in any such membership will be in the sole control and determination of the applicable Creator. For the avoidance of doubt, in the event that you are an Creator and offer a fan club, you agree that you have the unrestricted right to offer and/or provide any content you may post to Community Members who join your fan club is subject in all respects to these Terms and our policies. In the event that one or more members of an Creator's fan club request a refund from us, or institute a chargeback with our payment processor, we reserve the right to assess a chargeback fee to such Creator's Account and/or suspend the Creator's ability to maintain a fan club through the Platform. We reserve the right to rescind any Creator's permission to maintain a fan club for any or no reason at all.

- Warning Regarding Streaming Content. The Platform provides functionality allowing Community Members to stream/broadcast using their webcams. It is possible that other Community Members might, without your permission, unlawfully record, make copies of, store, re-broadcast, distribute, publish or otherwise share your broadcast online or through other media forms. You assume all risk for your broadcasts and hereby release and agree to indemnify and hold us harmless for all actions arising out of such activities, including without limitation invasion of privacy, defamation, and/or intellectual property infringement. As noted in our Privacy Policy, all information and content you determine to share or stream through the Platform, including in "private" and/or password protected situations, is considered public information.

- Use of Information on the Platform. As noted in our Privacy Policy, we cannot ensure the security or privacy of information (including, without limitation, text, images, and videos) you provide or share through the Platform. We are not responsible for, and cannot control, the use of any information, by anyone, that you provide or make available to other parties through the Platform. Use caution in deciding what personal information you share with others through the Platform. We cannot assume any responsibility for the content of any message sent by any Community Member on the Platform. You release us from any and all liability in connection with the content(s) of any communication(s) you may receive from other users.

- **Public Information/Caution in Sharing Information.** As noted in our Privacy Policy, all information and/or content you choose to post and/or share through your profile on the Platform, through chat (including private chat or "direct message"), and all content you stream or otherwise share through the Platform is considered public information. You agree to limit the information you share through the Platform keeping in mind we cannot control the use of such information by those with whom you share your information.

- **On- or Off-Platform Interactions/Meetings.** We do not recommend or condone any form of interaction between Community Members outside of the Platform and, as disclosed elsewhere in these Terms, your use of and interactions through the Platform are done at your own risk. Use of the Platform to arrange face-to-face meetings for the purpose of engaging in illegal activity is strictly prohibited and will subject your Account to immediate termination. If you elect to legally interact with any Community Member outside of the Platform, you do so at your own risk, and you acknowledge and agree that we are not responsible for any consequences of your election to interact with anyone, whether in person or otherwise, outside of the Platform. We cannot and will not intervene in any matters or disputes which take place outside of the Platform including with respect to situations where we are provided third party screen captures or records as we cannot verify such screen captures or records. In the event that you determine to communicate with another Community Member outside of the Platform despite these cautions, you should, at a minimum, consider the following precautions:

- i. Anyone who is able to commit identity theft can also falsify a user profile.

- ii. There is no substitute for acting with caution when communicating with any stranger who wants to meet you.

- iii. Never include your last name, email address, home address, phone number, place of work, or any other identifying information in your user profile or initial email messages. Immediately stop communicating with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.

- iv. If you choose to have a face-to-face meeting with another user, always tell someone in your family or a friend where you are going and when you will return. Never agree to be picked up at your home. Always provide your own transportation to and from the meeting, and meet in a public place with many people around.

- v. All the money and gifts you send to other users, whether directly or indirectly, through the Platform or outside of the Platform, is done at your own risk. We will not intervene or become involved in any dispute between Community Members.

- **Your Privacy Rights.** When you use the Platform, we collect and process certain personally identifiable and other data about you. Our use of this information is governed by our ANNEX A Privacy & Cookies Policy, which is incorporated by reference herein. You are encouraged to read this policy as it contains important information on how we collect and use this information and your rights regarding the same. Additionally, the Platform utilizes cookies and certain technology that tracks usage, performance and your geographic location which are more fully described in our ANNEX A Privacy & Cookies Policy.

- Termination.

i. By You. You may terminate your Account and/or any of your memberships at any time by contacting our customer support. You agree to be personally liable for any and all charges incurred by your Account, username, and password until terminated as provided herein. If you are a Creator and determine to terminate your Account, any credits remaining in your Account at the time of termination will be disbursed to the payment information on file for your Account on our next payout date. If you are not a Creator and determine to terminate your Account with money on deposit in your Account for use as credits, such amounts can be withdrawn by you subject to any third-party costs associated with processing your deposit and withdrawal. Upon our processing of your request to terminate your Account, you will no longer have access to the non-public areas of the Platform nor will you have access to any Member Content in your Account.

ii. By Us. We may, in our sole discretion, terminate or suspend your access to all or part of the Platform at any time, with or without notice, for any reason or no reason at all, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any activity which we believe, in our sole discretion, to possibly be illegal, fraudulent, abusive, or in violation of our community standards, or our rules, may be grounds for termination of your access to all or part of the Platform at our sole discretion, and we reserve the right to refer any such activity to any appropriate law enforcement agencies.

iii. Effect of Termination. You accept that when you cancel your Account or you are terminated or otherwise banned from the Platform, you will be automatically locked out of the Platform, and will no longer be able to access your Account, including any and all Member Content. You also agree and accept that upon termination of your Account, we have no obligation to maintain or store any content, mail or other materials connected to or in your Account and that such information may be irretrievable.

- Representations by Community Members

i. You represent and warrant the following:

1. You are familiar with the laws in your area that may affect your legal right to access or transmit erotica or adult-oriented material and, by your accessing the site, you are representing and warranting that you are not prohibited by law from accessing or using the Platform or transmitting in any way any adult-oriented material.

2. You are not a registered sex offender in any jurisdiction and have never been convicted of any type of sexual crime against any person or animal.

3. You are voluntarily choosing to proceed with your use of the Platform because you want to view, read, or hear various content, including, without limitation, content of an explicit adult nature for your own personal enjoyment, information, and/or education.

4. You are familiar with the standards in your community regarding acceptance of sexually-oriented materials, and the materials you expect to encounter through use of the Platform are within your community standards. Should the content you encounter through the Platform not meet your community standards, you will immediately cease use of the Platform.

5. You have not notified any governmental agency, including the U.S. Postal Service, that you do not wish to receive sexually oriented material

6. You will not violate any civil or other rights of any other Community Member or any third party.

7. Any content that you upload or stream will be your original work and not infringe the intellectual property rights of any third-party.

ii. You agree that:

1. You will follow all applicable laws governing your use of the Platform; and

2. You will not violate any provision of these Terms.

- **Community Member Indemnities.** An indemnity is your obligation to cover us for certain losses, whether monetary or otherwise relating to or arising out of certain actions by you. This section creates an obligation on your part to protect us in these instances and is a material inducement on our part to provide the Platform. You hereby agree to indemnify us for any and all claims and losses, whether actual or threatened, including without limitation, our reasonable attorneys' fees and costs, with respect to any claim relating to or arising out of your use of the Platform that violates these Terms or any applicable law. Again, if you do not agree to these Terms, you may not access or use the Platform and should immediately exit the Platform.

VI. CONTENT

- **Obligations Under 18 U.S.C. §2257.** You should be aware that, pursuant to United States federal law, any visual depictions that you post, share or perform on or through the Platform which portray "actual sexually explicit conduct", "depictions of the genitals or pubic area", or "simulated sexually explicit activity", as those terms are defined in 18 U.S.C. §2256(2)(A)(i)-(iv) and §2257A, require that you maintain the records listed under 18 U.S.C. §2257, and any such postings must contain a "18 U.S.C. §2257 Record-Keeping Requirements Compliance Statement." Your failure to comply with the provisions of 18 U.S.C. §2257 may make you subject to criminal and civil prosecution for the violation of federal law.

- **Content Submitted to the Platform.** All materials submitted and/or streamed by Community Members through the Platform, including Member Content, and created by such Community Member ("Community Member Content") is and shall remain the property of the Community Member or Creator who created it. Community Member Content shall also include any chats, or other materials that are transmitted through the Platform when you use the Platform. When you broadcast or upload Community Member Content to the Platform, you hereby grant us a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, and perform the Community Member Content in connection with delivering the Platform and for marketing and advertising the availability of the Platform in any media format we choose. You also expressly provide that each Community Member shall have a license to use the Community Member Content under the terms of Section III(c) of these Terms. You will not submit content that you did not create, own, or to which you do not have the legal right to submit. This restriction includes the submission of any third-party content. Community Member Content will comply with these Terms and the Code of Conduct. All Community Member Content must also comply with our "Content Submission Guidelines" in our Code of Conduct located at Appendix C and which are incorporated by reference herein. You represent and warrant that all Community Member Content is your content and does not infringe upon the intellectual property

rights of any third-party. You will indemnify and hold us harmless for any and all losses, damages or costs relating to or arising out of a claim that your Community Member Content infringes the intellectual property rights of any third-party.

- **Deleting Community Member Content.** You may request that we delete Community Member Content submitted by you by contacting us at support@fancci.com. We may retain copies of the Community Member Content but will not make them available through the Platform after we have processed your request. Your license to us in any comments, texts, chats or other Community Member Content (used in published advertising) is not revocable. As noted elsewhere in these Terms, your Community Member Content, if acquired through the Platform by another Community Member, will be deleted from your Account per your request; however, any Community Member Content acquired by other Community Members prior to the date of your request for deletion of such Community Member Content will remain in the Accounts of such Community Members. Moreover, you understand that, although we may delete Community Member Content, one or more other Community Members may have copies of or notes regarding such content and we are unable to delete such copies or notes.

- **No Endorsement for Community Member Content.** We do not endorse or recommend, nor do we have or assume any obligation to monitor any Community Member Content streamed or otherwise shared through the Platform by any Community Member or Creator; and, we hereby disclaim any and all liability with respect to Community Member Content. We do not permit any copyright infringing activities or any Community Member Content that infringes on our intellectual property rights or those of any party or third party. We will remove any Community Member Content where we are properly notified of such infringement as set forth below. We may remove any such Community Member Content without any notice. Our means of identifying Community Member Content that may infringe upon a third party's rights or which is illegal or violates our code of conduct, is dependent on properly presented notifications from third parties claiming that their rights have been violated. For Community Member Content which is offensive or which you believe is illegal, notify us at support@fancci.com. For infringing content, please follow the procedures in paragraphs "f" and "g" below.

- **Repeat Infringer.** We have and enforce a repeat infringer policy. We will terminate the Accounts of any Community Member and/or Creator who is determined to be a repeat infringer.

- **Infringement and the DMCA.** We respect the creative efforts of Community Members and non-community members and have no tolerance for anyone's use of a third party's intellectual property without such third party's express permission. If you are a copyright owner and believe that your work has been copied or in any way distributed or shared through someone's use of the Platform in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the Platform's Designated Copyright Agent the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. a description of where on the Platform the material that you claim is infringing is located;
- iv. your address, telephone number, and email address;

- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - vi. a statement by you made under penalty of perjury that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- Send your Notice of Claimed Infringement to: legal@bitcci.com

Do not send other inquiries or information (other than Notices of Infringement) to our Designated Agent. Any other inquiries should be sent to support@bitcci.com

- Infringement Counter-Notice. If your Community Member Content was removed (or access to such Community Member Content was disabled), and your Community Member Content is not infringing, or if you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Community Member Content, you may provide a counter-notice containing the following information to the DMCA Agent listed above:
 - i. Your physical or electronic signature;
 - ii. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
 - iii. A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Zug, Switzerland, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
 - v. If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.
 - vi. Requests to Remove Content. In the unlikely event that you find content in which you appear, but in which you do not own the copyright (please see the DMCA section above if you own the copyright), that you did not consent (or no longer consent) to have shared through the Platform, you may have such content removed by emailing our support team at support@fancci.com with a link to the content in which you appear together with a statement that you did not consent (or are now withdrawing your previously given consent) to have the content shared through the Platform. Thereafter, the content in which you appear will be removed as expeditiously as possible.

VII. CODE OF CONDUCT

- Code of Conduct. You understand that we do not create or publish content. Instead, we provide a platform to provide others with the ability to share their own content which they have all rights and permissions to share. We work to implement only minimal rules intended to respect the

rights of others and comply with applicable law, and so that the Platform remains a safe location for Community Members to express themselves. These community rules are guidelines for what is permissible through the Platform and are subject to change. Please review our "Code of Conduct" located at Appendix C which is hereby incorporated by reference and made a part of these Terms.

VIII. PROMOTION OF THE PLATFORM

- Registered users of the Platform may be eligible to participate in our affiliate advertising program and potentially earn commissions based on the number and quality of registered user referred to the Platform. For more information, please see Appendix B, which is hereby incorporated by reference and made a part of these Terms.

IX. MISCELLANEOUS

- **Links to Other Sites.** The Platform may contain links, posted by us or by one or more Community Members, to other websites operated by independent third parties. These websites are not operated by us and we are not responsible for any content or links they provide. Our linking to any third-party sites is not an endorsement or certification as to the content, opinions expressed thereon or safety or suitability of such site. When you access a link to another site, you are leaving the Platform and accessing the third-party site at your own risk. Other sites are will have their own terms, privacy policies and procedures and may contain malicious or destructive code, viruses, malware and other tracking cookies. You should ensure that your device is adequately protected. WE SHALL NOT BE LIABLE TO YOU IN ANY WAY FOR YOUR ACCESSING ANY THIRD PARTY LINKED SITES. Community members may not post links (or references to links or third party sites generally) in their room subject or as their location in their bio pages. We reserve the right to further restrict where links may be shared and to which third party websites you may link or reference.
- **Proprietary Information.** Elements of the Platform contain proprietary or confidential information that belongs to us. We assert full copyright protection in the Platform, including all of the design and code embodied therein. Any information shared or posted by us or by Community Members may be protected whether or not it is identified as proprietary to us or to the sharing Community Member. You will not modify, copy, or distribute any information on the Platform without the express written permission of the owner of such information and may not use any automated means to scrape, download or otherwise collect any data or content from the Platform including, without limitation, robots/bots, crawlers, or data mining tools.
- **Disclaimer of Warranties.** The Platform is provided on an "as is" and "as available" basis. We do not warrant that the Platform will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Platform. WHERE PERMITTED BY LAW, YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOR DOES THE SITE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN ANY SOFTWARE, HARDWARE OR THE SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY USE YOU MAKE OF ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Platform by us or by any Community Member or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. The site may contain errors, omissions or other outdated information. We reserve the right to correct these errors. If you have any questions, or believe you have encountered any type of error, please contact us at support@fancci.com.

- **LIMITATION OF LIABILITY.** WHEN PERMITTED BY LAW, WE AND OUR AFFILIATED COMPANIES WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, LOSS OF DATA, FINANCIAL LOSSES, SPECIAL, INDIRECT CONSEQUENTIAL OR PUNITIVE DAMAGES, EXCEPT WHERE CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU WILL NOT EXCEED, IN THE AGGREGATE, THE LESS OF ANY UNUSED PORTION OF THE VIRTUAL MONEY YOU PURCHASED (BUT ONLY IF WE DISCONTINUE THE USE OF VIRTUAL CURRENCY, OR IF YOU VOLUNTARILY CANCELED YOUR ACCOUNT), OR THE SUM OF \$250 USD. IN ALL INSTANCES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.
- **Complaints.** To resolve or report a complaint regarding the Platform or other Community Members, send an email detailing your complaint to support@fancci.com. In appropriate circumstances, we will take immediate action in order to help resolve the problem. You agree that in attempting to resolve any complaint you send to us we may, in our sole and exclusive determination, share your complaint in part or in whole with other individuals involved and/or otherwise implicated in the complaint.
- **Choice of Law.** You agree that these Terms are governed by the laws of Zug in Switzerland, without regard to its choice of law provisions.
- **Entire Agreement.** These terms plus any policies referenced herein or on the site represent the entire agreement between you and us. To the extent that there is a conflict between these Terms and any other policy, these Terms will control except where expressly stated to the contrary.
- **Severability.** These Terms are severable. If any provision or portion of these Terms is held to be invalid or otherwise unenforceable, such provision or portion shall be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, or if legally impossible, such provision or portion shall be ineffective only to the extent of such invalidity, and the remainder of these Terms will continue in full force and effect. If any provision or portion of these Terms may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning that renders it valid and enforceable.

APPENDIX A

PRIVACY & COOKIES POLICY

This Privacy & Cookies Policy (the "Policy") dated May 25, 2022 replaces all previous policies. Please take the time to review before you continue to use our products and services.

This Policy applies to any information you provide to us, including through this website, our mobile apps, communications by email and through social media, by telephone and in person. It also covers any information we receive from third parties.

By using our products and services, including browsing our websites, registering or logging in, you agree we may use your information as outlined in this Policy. If you do not wish to have your information used in line with this Policy, you must not use our products and services and not otherwise provide us with your information.

About us

bitcci AG operates the software platform located on fanci.com (the "Platform").

Information we may collect and process about you

- Information you provide to us, including by way of example only, your username, email address, and date of birth
- Your IP address
- Information about accounts you've visited, products and services you've clicked on or shown an interest
- Information provided by other companies who have obtained your permission through their own privacy policies to share information about you
- Information about your interaction with the Platform including any advertisements
- Information we collect using cookies stored on your device about your use of the Platform and/or selected third party websites.
- Information we collect or remember using technologies similar to cookies, such as device identifiers on your mobile device.
- Technical information from your device relating to the service you receive
- Information relating to the location of your device.

How we may use your information

By accessing the Platform, you agree that we may collect, hold, use or otherwise process your information (including personal information) for the purpose of providing you with those products and services you request or access, and developing our business. By providing us with your email address, you agree to receive emails from us or sent on our behalf providing you with messages regarding your account including, but not limited to, purchase confirmations, renewal confirmations

and warnings, alerts you may have requested to receive including alerts regarding other user's streaming broadcasts or content submissions), and newsletters. Should you determine to provide an email address, you may change your email address at any time.

Payment Processing

Please note that we contract with various third parties to carry out payment processing in connection with any purchases you may make through the Platform. The processing and storage of any and all information you may provide to any such third-party payment processor, including information they may collect from you, is not governed by this Policy. You will need to review the Privacy and Cookie Policy for such third party on their website.

Two Factor Authentication

When you enable two factor authentication to protect your account, you are providing your phone number directly to a third party. Their use of this information is outside of this Policy; however they do not receive any information regarding your account beyond the phone number you provide directly to them.

Fraud Prevention Services

We use third-party services in connection with preventing fraud and other damage to our system. As such we may provide to such services with your IP and device data should your account be terminated for fraud or behavior which is damaging to our Platform. This information will be retained indefinitely for the protection of our Platform and users.

How we may use your information in specific products or services

Registration

General account registration: You are not required to provide any information to use the Platform. You may determine to create an account with the Platform. In such event you will be required to provide a user name, birthdate to demonstrate you meet our minimum age requirements, and your gender. This information, together with any information you determine to provide in your account profile, will be publicly posted in connection with your username.

Contributor registration: Should you determine to create a "Contributor" account (which is an account that is permitted to receive digital currency from other users of the Platform), you will be required to provide a color copy of your current government issued photo identification.

This information is stored by us in compliance with Swiss law. You will also be required to provide "pay to" information such as a bank account or home address. You may be required to provide certain taxpayer information. We report to the Swiss Internal Revenue Service all money paid by us to Creators as required by law.

Webmaster registration: Should you determine to create a webmaster account with the Platform, you will be required to provide "pay to" information such as a bank account or home address. You may be required to provide certain taxpayer information. We report to the United States Internal Revenue Service moneys paid by us to webmasters as required by law.

Message boards, blogs and other public forums

The Platform may provide message boards, blogs and other user generated content facilities, in addition to user profiles. Anything that you share through any of these means is deemed public information. You should always be careful when deciding to disclose your personal information.

Location based services

Where we provide services that utilize your device's location, we may permit other users of the service to block individuals in certain locations, based upon their IP, from accessing such users' content.

Certain Information Use Out of Our Control

Should you determine to stream or upload any content to our Platform, you understand that we cannot control the use of such content by any user/observer of our Platform. Furthermore, we cannot control the use of any personal information you may determine to share with other users/observers of the Platform. You should exercise caution in discussing your location, name, account information, and other identifying information. For privacy, we recommend using a unique username not in any way tied to any of your social media accounts or real name.

How we may share your information

Your username will be associated with all activities you undertake on the Platform including, without limitation, messages sent, content shared, and streamed content. Your gender information will be used to categorize your account and the content that you share so it is easier for site users to find. Your IP addresses, device data, and other use information are used by us in order to optimize the Platform for use. Your usage history may also be used to help our internal algorithm to recommend other Platform users to you. Your information may also be shared with third parties with whom we contract to provide certain services on our website such as third-party hosting services and site optimization services. Your "pay to" information, if provided to us, will be shared with third parties (such as, by way of example only, our bank) only as necessary to process payments to you using the "pay to" information you have provided to us. Your government identification, if provided to us, will be shared as required to comply with applicable law and as may be requested by you in writing. Notwithstanding the forgoing, we reserve the right to share any and all account information as we deem appropriate - in response to written request(s) from law enforcement or other third parties; should we believe, in our sole discretion, that you or your account may be involved with illegal activity; or, if we determine, in our sole discretion, that such disclosure is necessary to protect the rights or property of Fancci, our users, or third parties.

Safeguards and security for your information

We have measures in place to protect the security of your personal information from unauthorized access or use, such as by using encryption technology.

Information Deletion

Should you request your personal data be deleted, it will be deleted in compliance with our data retention policy and applicable law and rules. In order to avoid abuse of our system, we will retain device and IP data relating to your account for a period of time to prevent you from creating a new account. In the event that you have credits in your account at the time you request deletion, by requesting deletion you are agreeing that these credits are being forfeited by you to us and that you shall not be entitled to a transfer of or refund for such credits.

Biometric and AV Documents Policy

Biometric Data Collection and Storage Policy

This Biometric Data and AV Documents Collection and Storage Policy (the "Policy") last updated May 25, 2022, applies to your use of Bitcci AG ("we," "us," or "our") interactive chat platform available through Fanci.com (the "Platform"). Please take the time to review before you proceed with submitting your AV Documents. As used herein "AV Documents" refers to all images you may submit to us either directly or through a third party intended to comply with our age verification requirements which currently require a clear color image of your unexpired government-issued photo identification containing a recent and recognizable photo of you, together with a live burst/series of images taken of your 'Selfie'. Your 'Selfie' will be displayed on your account's age verification page, as well as used by the Fanci compliance team to ensure compliance with the Fanci Terms related to your broadcasts and/or Affiliate Referral payouts.

By submitting your AV Documents, you agree we may generate and use biometric data based upon your AV Documents as outlined in this Policy. If you do not wish to have your information used in line with this Policy, you must not submit AV Documents.

What is Biometric Data

Biometric data is any biological characteristics of a person, or information based upon such a characteristic, including characteristics such as those defined as "biometric identifiers" and "biometric information" under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

Biometric Data We May Collect and Process

When you submit AV Documents either directly to us or through a secure third party, including Jumio Corporation, a three-dimensional scan of your face geometry will be taken. You will be prompted to take a short burst/series of images of your face using the camera on your mobile device or other

internet connected webcam. We, directly or through a secure third party, may also collect a similar face geometry during your live video broadcasts on the Platform for comparison to the biometric data collected during submission of your AV Documents.

Why is Biometric Data Collected?

Your biometric data is collected and used for age verification purposes in furtherance of our age verification procedures and practices, which exist to prevent underage and other unauthorized use of the Fanci platform. This information is used to further ensure that the individual providing the AV Documents is the person depicted in such documents and the person accessing the account(s) with which such documents are associated.

How is Your Biometric Data Stored?

The photo of your face from your AV Documents (the "Selfie") will be cropped and stored separately from your original AV Documents and made available through a secure, close-ended system to our team of reviewers to confirm that you are the person appearing through your account. Your AV Documents with your date of birth and real name will be stored separately in a secure system. Your AV Documents will only be reviewed by members of our team engaged in age verification and routine audits of previously submitted age verification. Any and all biometric data generated from your AV Documents (the "Biometric Data") is also stored securely and separately apart from your Selfie. The Biometric Data will only be used to verify your identification and, if and when the technology is implemented, to automatically review your live and recorded content to confirm you are the individual in such content.

How Long is Your Biometric Data Stored?

Your Biometric Data will be retained for the same period as your AV Documents which documents are retained as require by 18 USC § 2257 and its regulations (the "Regulations"). As of the date this Policy is written, the Regulations require that age verification documentation be retained for a period of seven (7) years from the last time content was available through your account(s).

Person Code

For each individual who successfully completes the required age verification procedures, such individual will be provided with a personal code number ("Person Code") which such individual can use to track him/her/themself across accounts as well as in interactions with the customer support team. Each Person Code is unique and associated with only one individual. You should keep your Person Code confidential. Please note that for your security, in your dealings with the customer support, age verification, and other teams, you may still be required to provide additional information in order to verify you are the person associated with the Person Code.

No Obligation to Accept AV Documents

Notwithstanding anything herein to the contrary, we reserve the right to specify which government issued identification may be accepted based upon your location and our sole determination of the

reliability of such documentation. As an example of documentation we do not accept, by way of example only and not limitation, we do not accept handwritten and/or paper documents.

Additionally, as more fully detailed throughout the Platform, particularly during the age verification process, the acceptable government-issued identification must contain a photograph of you that is both recent and recognizable. Again, by way of example only, identification containing photos of you as a young minor or photos from several years ago, regardless of your current age or age at the time the image was taken, may be rejected under this requirement. Additionally, by way of further example only, identification containing recent images which do not reflect alterations (such as surgeries, piercings, tattoos, or other modifications, whether temporary or permanent) in your face may also be rejected.

Cookies Policy

You should be aware that when you use the Site we may collect information using cookies or similar technologies.

What are cookies and how do they work?

Cookies are small files that are downloaded to your computer or mobile device when you visit a website. Your browser sends these cookies back to the website every time you visit the site again, so it can recognize you. This allows websites to tailor what you see on the screen.

Do we use other technologies which are similar to cookies?

Our websites, apps and emails often contain small invisible images known as 'web beacons' or 'tracking pixels'. These are used in a way similar to cookies, to understand when a particular part of a webpage is viewed. Our apps often use device identifiers in the same way as cookies. A device identifier is a unique number on your device which allow us to remember your device.

What do we use cookies for?

Cookies make using websites much smoother and affect lots of the useful features of websites. There are many different uses for cookies, but they fall into four main groups:

Cookies that are needed to provide the service you have asked for. Some cookies are essential so you can move around the website and use its features. Without these cookies, services you've asked for can't be provided. These cookies gather information about you that can be used for remembering your browsing history or allowing you to stay logged in during your visit.

Cookies used to improve your browsing experience. These cookies allow the website to remember choices you make, such as your language or region and they provide improved features such as content provider recommendations and limiting the number of times a particular advertisement is shown to you.

Cookies used to understand how people use our products and services. This allows us to keep track of what pages are popular to help other users find such pages.

Cookies used to show advertising that is relevant to you based upon your viewing history.

We also use cookies in order to know how many advertisements we serve, how many times these are clicked or hovered over with a mouse cursor, how many advertisements we show to a given user and how many customer actions these generate.

We may also use cookies on the Site and advertisers' sites to understand which customers reach a sale or other action page on an advertiser's site. This allows us to monitor how effective our advertising is.

Some of our web pages will contain promotional links to other companies' sites. If you follow one of these links and then register with or buy something from that other site, a cookie is sometimes used to tell that other site that you came from one of our sites. Such other site may then pay us a small amount for the successful referral. You will need to review the privacy policy of any website whose advertisement you click on as this Policy only applies to pages on our domain.

Contacting us and accessing your personal information

If you wish to review or receive a copy of the personal information we hold about you, please contact support@fancci.com

If you have any queries or comments about this Privacy & Cookies Policy OR if you wish to review or receive a copy of the personal information we hold about you, please write to us at: support@fancci.com

We reserve the right to charge an administration fee in relation to fulfilling a request for access to personal information which fee shall not exceed the maximum fee allowed by law.

Changes to this Privacy & Cookies Policy

We reserve the right to make changes to our Privacy & Cookies Policy. Changes to this policy will be posted here and will become effective as of the updated effective date. Your continued use of our website or platform will signify your acceptance of these changes.

Residents of the State of California.

Under the California Consumer Privacy Act, you have certain rights with respect to the personally identifying information you provide to us.

Copies of Your Personally Identifying Information.

For free, up to two times in any twelve-month period, you are entitled to obtain the following information for the immediately preceding twelve month period:

- The categories of information we have collected about you;
- The categories of sources of the information we have collected about you;
- The purpose for which we have collected such information about you;
- A copy of the personally identifying information we have collected about you; and,
- To be informed if we have sold or disclosed your personally identifying information to a third party and for what purpose.

In order to obtain a copy of this information with respect to your account, you may email or call using the following information:

Email address: support@fancci.com

For your privacy and protection, we will require certain information to confirm that it is you, the accountholder, requesting the information. If there is no information associated with your account that we can verify, such as your email address or other information, we may be unable to complete your request. For your protection, responsive information will only be delivered to the email address assigned to the subject account. For an email address to be "assigned to an account" as used herein, it means the email address to which you receive account security notifications such as account recovery instructions; it does not mean the email address you may have provided in completing your Creator Agreement, if you completed an Creator Agreement.

APPENDIX B

TO THE TERMS AND CONDITIONS OF SERVICE AFFILIATE AND REFERRAL TERMS

Any undefined terms in this Appendix shall have the meaning given to them in the Terms

1. License to Promotional Items. All Community Members who are currently in compliance with the Terms are hereby granted a revocable, non-exclusive, non-transferable license to utilize the Platform's name, access and download promotional banners, videos, photographs, other promotional materials, and/or promotional materials created by you, provided that such materials are approved by the Company in writing ("Promotional Items"), for use on site(s) or accounts owned by such Community Members ("Referral Sites"). The Promotional Items are licensed to eligible Community Members for the limited purposes of advertising, marketing and promoting the Platform. Any and all licenses granted to Community Members pursuant to the Terms shall immediately cease and revert to us upon the termination or cancellation of the Term. You agree not to share any of the Promotional Items with anyone in any way, which is not in accordance with the Terms and applicable law. You hereby acknowledge and agree that all rights to the Promotional Items belong solely to the Company and/or the Company's licensor(s).

2. Keywords; Domain Names. Notwithstanding the foregoing license to use the names of the Platform in connection with referring traffic to the Platform, you are not, as a part of this license, permitted to (i) bid on, purchase or otherwise register/use "fancci," "fancci.com," or any other similar spelling, or use same in connection with the words "Official," "Officially" or "Official Site" as keywords or advertising words on any internet search engines, including without limitation, google.com, bing.com, ask.com, yahoo.com, etc.; use the Platform name in association with any similar or competing website or service; or (ii) register any domain name which incorporates or is a "misspelling" or variation of "fancci." You agree that in the event you violate any part of this section of the Terms, your account will be immediately terminated, any monies earned but not yet paid will be forfeited, and that you will cooperate fully in transferring any items forbidden by this section to the Company as the rightful owner. Subject to the foregoing limitations and pursuant to the license granted herein, eligible Community Members will be permitted to use any website domain name they choose in connection with promoting the Platform, so long as such website domain name(s) registered does not infringe on our or any third party's intellectual property rights, or defame, insult or otherwise harass anyone, and does not promote or suggest any illegal activity.

3. Restrictions. You are prohibited from using any images, videos, text, script(s), applications, logos and functional elements appearing on a Referral Sites, to which you do not have all legal rights, free from any and all encumbrances and third-party claims. For the avoidance of doubt, our provision of live content through the Platform's affiliate API, iFrames, or any other means only authorizes you to use such live content for promotion of Creator who are currently online and broadcasting and does not provide you with the right to store the provided content for display after the Creators who created such content have ended their live stream of such content on the Platform. You acknowledge and understand that you should only store a Creator's content, for promotion of the Platform or otherwise, if you have express permission to do so directly from such Creator. Further, you represent and warrant that you will only advertise on services and providers that permit advertisement of services such as the Platform. You understand and agree that if you advertise on any service or provider that does not permit such advertising, your account will be terminated without notice and without payment or liability. Furthermore, you acknowledge and agree that we may, at any time,

review the contents of any Referral Site and disapprove of any material thereon that might, in our sole discretion, reflect negatively upon the Platform. Upon request from us, such material must be immediately removed in order for you to remain eligible to receive commissions hereunder.

4. No Cam Clip Sites. We do not permit promotion of the Platform through a Cam Clip Site. As used herein, a "Cam Clip Site" shall mean any website comprised substantially of video clips recorded from live cam shows, whether recorded from the Platform or one of the Platform's competitors, even if you have permission to use such video clips from all parties who might claim an exclusive right to the video clips.

5. No Email or Telephone Marketing. We do not permit promotion of the Platform by email or telephone marketing, including by way of example, through use of SMS or MMS. You acknowledge and agree that any email or telephone marketing by you will be grounds for immediate termination of your account without payment.

6. Compliance with Applicable Laws and Data Privacy Regulations. You will comply with all applicable laws in your jurisdiction and those jurisdictions in which you are providing marketing activity. Compliance includes without limitation, your adherence to all email marketing, consumer protection and data privacy laws applicable to your activities. You will indemnify us for all claims, losses and liabilities relating to or arising out of your violation of this section.

7. User Referral Link. Each Community Member shall be assigned one or more unique URLs (each a "User Referral Link") that must be used when referring new users in order to connect such new users to the Community Member who referred them. Your User Referral Links can be found on the "My Profile" page under the "Share" tab. You acknowledge and agree that we are not obligated to pay any commissions to you for any new user signups or spending that did not directly result from clicking on your User Referral Links.

8. Commission Payouts. Periods for eligible Community Members to accumulate commissions run from the 1st through the 15th and the 16th through the 31st day of each month. Commission payments will be made to eligible Community Members within seven days after each period is closed. In the event that you accumulate a commission, you will not be entitled to receive payment, nor shall the Company be liable for any such payment, unless and until the total amount of accumulated funds associated with your account exceeds Fifty U.S. Dollars (USD \$50.00). In order to receive cash commissions, you may be required to complete a one-time claim form, which might include submission of your legal name, a copy of your government-issued photo identification, mailing address, birth date, telephone number, social security number and a selection of a preferred payment method. In addition, depending on the amount of commissions accumulated, you might be required to sign, notarize, and return an affidavit or declaration of eligibility, a liability release, an IRS Form W-9 and provide any additional information as may be required by the Company. Failure to provide any requested information may result in forfeiture of any unpaid commissions. We reserve the right to charge a \$10.00 payment reissue fee for replacing lost or misplaced payments that had previously been issued; this fee is assessed at time of reissue.

9. Invalid Referrals. You acknowledge and agree that you shall not be entitled to any compensation from the Company for any referral if the Company determines or believes, in the Company's sole discretion, that such referral is the result of possibly fraudulent activity or any violation of this Appendix B or any other part of the Terms.

10. CALIFORNIA-BASED COMMUNITY MEMBERS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AWARE OF CALIFORNIA ASSEMBLY BILL 5 ("AB5") AND ITS REQUIREMENTS FOR CLASSIFYING WORKERS AS INDEPENDENT CONTRACTORS. GIVEN THAT YOU, IN PROMOTING THE PLATFORM, ARE ENGAGED IN AN INDEPENDENT BUSINESS SEPARATE FROM COMPANY'S CORE BUSINESS OF OPERATING A SOFTWARE PLATFORM, ARE AT ALL TIMES FREE FROM THE COMPANY'S CONTROL IN PROMOTING THE PLATFORM (SUBJECT ONLY TO THE RULES AND STANDARDS IN PLACE TO ENSURE COMPLIANCE WITH LAW), AND ARE AT ALL TIMES FREE TO PROMOTE OTHER WEBSITES OR PLATFORMS, YOU AGREE THAT, UNDER THE CRITERIA OF AB5, YOU ARE NOT AN EMPLOYEE OF THE COMPANY AND AFFIRMATIVELY STATE THAT IT IS YOUR PREFERENCE TO BE CLASSIFIED AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE COMPANY.

APPENDIX C

TO THE TERMS AND CONDITIONS OF SERVICE CODE OF CONDUCT

This code of conduct (this "Code of Conduct") forms an essential part of the Term and Conditions of Service (the "Terms"). Any undefined terms in this Code of Conduct shall have the meaning given to them in the Terms. By using the Platform, you agree to abide by and be bound by this Code of Conduct. Any breach by you of this Code of Conduct is a material breach of the Terms and can result in your immediate account suspension or termination, a lifetime ban from the Platform and other potential civil and criminal legal action depending on the nature of your violation.

1. User Conduct

You agree that you will comply with the following:

1. You will follow all applicable laws when using the Platform and will not use the Platform for any unlawful purpose. This includes without limitation, any use that would subject us to criminal or civil liability.
2. You will not allow anyone to have access to your username or password and will maintain the safety and security of your login information to prevent any unauthorized access. You will not attempt to, or actually use, any other Community Member's Account. You may not transfer your Account(s) to any other person.
3. You are entirely responsible and liable for all activities conducted through your Account when interacting with others on the Platform. YOU WILL NOT SHARE, DISCUSS, OR REQUEST ANY CONTENT THAT IS INFRINGING, DEFAMATORY, OBSCENE, LEWD, VIOLENT, HARASSING, DISCRIMINATORY (RACIST, SEXIST, TRANSPHOBIC, ABLEIST, ETC), INVASIVE OF PRIVACY RIGHTS, UNLAWFUL, OR OTHERWISE OFFENSIVE.
4. You agree to keep all information contained on or provided through the Platform as private and confidential and agree not to give such information to anyone without the permission of the person who provided it to you.
5. You will not record or otherwise capture any of the content shared and/or streamed by any other user of the Platform for any reason.
6. You will not use the Platform to infringe on any privacy right, property right, or other civil right of any person. Similarly, you will not use the Platform to illegally obtain, create or distribute unlawful copies of copyrighted material. This includes without limitation the posting or requesting of materials that either you or the party you are requesting them from, do not have any legal right to obtain.
7. You will not use the Platform to publish or forward any chain letters, advertisements, spam, or any similar commercial message. You will not send unsolicited communications to any Community Member except as part of the normal chat service.
8. You will not take any action to mask your identity such as using fake or doctored profile information, faked headers or other mechanisms used to conceal the source of any communication.
9. You will not appear in service uniforms including, by way of example only, military uniforms or religious attire.
10. You will not use any automated (or semi-automated) means to unfairly enhance an account; such as creating a false impression of traffic to any chatroom, or artificially increasing follower count.
11. You will not create additional accounts in an attempt to circumvent a ban by us or another Community Member.
12. You will not use the Platform to send or request any obscene materials, including without limitation, child pornography and any materials offensive to a person's dignity. You will not allow any person below the Age of Majority to appear in any Community Member Content or allow any such person to access or use the Platform.
13. You will not use the Platform to obtain personal data or usage information, either by manual or automated means, and regardless of whether or not such data is aggregated and anonymized or identifiable. You may not use automated tools to collect data such as robots, crawlers or other data mining tools.

14. You will not attempt to defeat any security features of the site or reverse engineer any code or content. You will also not post any links to third party site, or introduce in any way to the Platform, any malicious code.

15. You will only use the Platform for your personal enjoyment. You will not commercially exploit, otherwise sell, reproduce in any manner, or link to (including framing the site in any other website or content regardless of whether proper attribution is given) any Community Member Content, communication made within the Platform or any portion of the Platform.

16. You will not take any actions which in and of themselves, or together with other actions would directly or indirectly violate our Privacy Policy.

17. You will not reveal any personally identifiable information about any Community Member or request any such information.

18. You will not use the Platform to offer, discuss or arrange for prostitution, escort services or any other type of compensation for meeting type arrangement.

19. Creators may exchange information with Community Members, including contact information, but Creators MAY NOT use Community Members' information to provide webcam shows or receive payments outside of the Platform. If a Creator sells something to a Community Member (such as the Creator's underwear) or enters into any other transaction with a Community Member, the sale must be completed in exchange for credits.

20. You will not advertise commercial websites that offer live webcam streams, under any circumstances; but Community Members are allowed to mention their own personal profiles, homepages and wish lists.

21. You will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, which defame, disparage, or in any way criticize the Platform or the Company.

2. Rules for Community Member Content

The Platform maintains basic rules with respect to Community Member Content. All Community Members are required to adhere to these rules. The following acts/content are strictly prohibited, and no Community Member may post or broadcast these on the Platform or solicit any other Community Member to post or broadcast the same.

1. **Obscenity.** For the purpose of this provision, obscene materials include without limitation any actual or simulated scatological, rape, incestual (and depictions of incest), child pornography (or any depiction of child pornography), bestiality, and other actions or materials which may be deemed obscene or illegal in your community.

2. Depictions of actual or simulated illegal and unsafe actions, including violence, blood, torture, pain, erotic asphyxiation, fisting, rape themes, or any actions associated with causing physical or emotional harm. Illegal drugs (or drugs that may be perceived as illegal in certain locations, such as medicinal marijuana) are strictly prohibited.

3. Overly large sex toys or animal-shaped sex toys may not be used on camera, and objects may not be used as sex toys unless they are normally marketed and sold for that purpose. Email support@fancci.com for authorization and provide a detailed proposal to incorporate any type of mechanical device, tool, "sex machine" or other unusual equipment into your performance (whether controlled by you or controlled remotely by Community Members). We may require you to sign a

waiver and release of liability in order to use certain devices on the Platform, and any authorization or permission we give to you may be revoked by us at any time and for any reason, without notice, in our sole and absolute discretion.

4. Child pornography and depictions of minors (actual or simulated) on the Platform and in any Community Member Content are strictly prohibited. There can be no actual or simulated minors, children, babies or unauthorized persons on camera or in the same room. This limitation includes, by way of example only, the offering, role play, and/or discussion of minors. In the event of a breach of this rule, we will immediately report you to NCMEC and any and all law enforcement that we consider appropriate in our sole and absolute discretion.

5. Performing while intoxicated, whether from alcohol or drugs (prescription, legal or illegal), is strictly prohibited.

6. Offensive and/or degrading conduct such as the use of degrading or verbally abusive dialog or offensive roleplay such as ethnic or racial roleplay.

7. Sleeping on camera (whether real or acting/pretending) is not permitted.

8. Creators may not broadcast from any public place, or from a studio or set that creates the impression that the Creator is in a public place. Creators may not broadcast outdoors unless they are on private property with the owner's consent, and in an area not visible from the neighboring property.

9. Live streaming or broadcasting recorded content (or any other type of non-interactive content) is not permitted. You may only share recorded video through your bio/profile page. Creators may, upon concept review by our support team, utilize cartoons, avatars, and other interactive digitally created images provided that such cartoons, avatars, or images comply with this Code of Conduct as well as the Terms.

10. Community Members may not broadcast, upload, or offer any content referencing or depicting menstruation, vomit, feces or urine.

11. Community Members may not broadcast, upload, or offer any content referencing or depicting "bukkake" or "goatse".

These lists are not exclusive, and we may, at any time, prohibit any activity that we determine, in our sole and absolute discretion, to be inappropriate. We reserve the right to terminate or suspend your access to all or part of the Platform at any time, with or without notice, for engaging in any inappropriate activity.