CreamyPeach Creator Agreement

1. Introduction and acceptance

Version 1.2 — effective from the date of its publication on the Platform

1.1 This Creator Agreement (the **Agreement**) is a binding contract between **PEACHCREAM S.R.L.**, a Romanian limited liability company with its registered office at Șoseaua Iancului nr. 53, bl. 102B, sc. C, et. 7, ap. 111, Sector 2, Bucharest, Romania, registered with the Bucharest Trade Register under no. J2026041854006 (EUID ROONRC.J2026041854006), sole registration code (CUI) 55048995, VAT identification number RO55048995, email support@creamypeach.com, which operates the Platform under the CreamyPeach brand (**CreamyPeach**, **we**, **us**, **our**), and you, the person or entity that registers a Creator Account on creamypeach.com and its related applications and services (the **Platform**) (**Creator**, **you**, **your**).

1.2 This Agreement governs your use of the Platform as a Creator: the content you make available, the way Fans pay for access to it, how your earnings are calculated and paid, and the tax and invoicing arrangements between us. It applies in addition to the Terms of Service, the Privacy Policy, the Content Standards in Schedule 3, the Acceptable Use Policy, the Identity and Age Verification Policy, the Content Moderation Policy, the Complaints, Takedown and Appeals Policy, the Anti-Human Trafficking and Exploitation Policy, the 18 U.S.C. § 2257 Compliance and Exemption Statement, the Co-Performer Release and Consent Form, the AI Likeness Licence and any other policy we publish and reference in this Agreement (together, the **Platform Policies**). If this Agreement conflicts with a Platform Policy, this Agreement prevails for Creators, except that the stricter of Schedule 3 and the Acceptable Use Policy applies to Creator Content.

1.3 You accept this Agreement by ticking the box marked "I have read and agree to the Creator Agreement" during registration and completing the express acceptance in clause 27. By doing so you confirm that you have read and understood the whole Agreement, including the Schedules, and that you intend to be bound by it. Acceptance given in this way is a valid electronic agreement under Article 1178 of the Civil Code, Law no. 365/2002 on electronic commerce and Regulation (EU) No 910/2014 (eIDAS). We record the date, time, version accepted, your account identifier and the network address used, and we will provide you with a copy of the accepted version on request.

1.4 You enter into this Agreement for the purposes of your trade, business, craft or profession. You are not a consumer, and consumer protection legislation does not apply to this Agreement. If you are an individual, you contract in your own name; if you contract on behalf of a company or other entity, you confirm that you are authorised to bind it, and "you" refers to that entity.

1.5 This Agreement is written in English. We may publish a Romanian translation for convenience. If the two versions differ, the English version prevails, except where mandatory Romanian law requires otherwise.

1.6 If you do not agree to this Agreement, do not register a Creator Account or use the Platform as a Creator.

2. Definitions and interpretation

2.1 In this Agreement the following terms have the meanings given below.

AI Chat Assistant means the automated conversational software operated by CreamyPeach that can exchange messages with Fans on your behalf and in your Creator persona, as described in clause 7.

AI Tools means the AI Chat Assistant, the Studio, the Vault and any other automated feature we make available to Creators.

Applicable Law means all laws, regulations, binding guidance and court decisions that apply to a party or to the Platform, including Romanian law, directly applicable European Union law, and the laws of the jurisdictions in which Fans are located to the extent they apply to the supply of Creator Content.

Available Balance means the Creator Earnings that have passed the Clearance Period and are not subject to a Reserve, a hold under clause 11 or 16, or a set-off, less any Withholding Tax.

Business Day means a day other than a Saturday, Sunday or public holiday in Romania.

Card Scheme Rules means the rules, standards and programme requirements of Visa, Mastercard and any other payment network through which Fan Payments are processed, as applied to adult content merchants and as amended from time to time.

Chargeback means a reversal, dispute, refund demand or similar claim by a Fan, a card issuer, a bank or a Payment Processor in respect of a Fan Payment, together with any fee or penalty charged to us as a result.

Clearance Period means the period stated in Schedule 1 that must elapse after a Fan Payment before the related Creator Earnings become Available Balance.

Collaborator means any person other than you who appears in, performs in, or contributes to Creator Content.

Content Standards means the rules on permitted and prohibited content set out in Schedule 3, as updated under clause 23.

Creator Account means the account you register on the Platform as a Creator.

Creator Content means all photographs, videos, audio, text, live streams, messages, AI-generated or AI-assisted material and other content that you upload to, generate on, or make available through the Platform, including content stored in the Vault and content produced using the Studio.

Creator Earnings means the fee payable to you for the Creator Services, calculated under clause 9.

Creator Services means the services you provide to CreamyPeach under this Agreement: creating, producing, editing, curating, uploading and publishing Creator Content; interacting with Fans; configuring and supervising the AI Tools; and the related activities described in clause 4.2, all performed by you at your own premises and under your own direction.

Depicted Person means any real, identifiable individual who appears in Creator Content or whose name, image, voice or likeness is used in it, including you and any Collaborator.

Fan means a registered user of the Platform who views, subscribes to or purchases access to Creator Content.

Fan Payment means the amount paid by a Fan to CreamyPeach for a Subscription, Pay-Per-View content, a Tip, Custom Content, a Wallet deposit or any other paid feature relating to your Creator Content, exclusive of VAT. The VAT we add at checkout under clause 8.2 is not part of the Fan Payment.

Fan Terms means the Terms of Service that govern Fans' use of the Platform.

Gross Fan Payments means Fan Payments actually received by us in cleared funds in respect of your Creator Content in a given period, exclusive of VAT.

Intellectual Property Rights means copyright and related rights, moral rights, trade marks, design rights, database rights, rights in confidential information, rights of publicity and personality, and all other intellectual property rights, registered or unregistered, anywhere in the world.

Net Revenue has the meaning given in clause 9.2.

Payment Processor means any third-party payment service provider through which we receive Fan Payments, as identified in the Creator dashboard from time to time.

Payout Provider means any third-party service through which we pay Creator Earnings to you, as listed in the Creator dashboard, or any replacement we notify to you.

Performer Documentation means the records described in clause 6.4.

Platform Fee means the fee we retain under clause 9.3, at the rate stated in Schedule 1.

Reserve means an amount withheld from Creator Earnings under clause 11.5.

Self-Billed Invoice means an invoice issued by CreamyPeach in your name and on your behalf under clause 12 and Schedule 2.

Studio means the AI generation and automation feature we make available to Creators, including image, video and short-form clip generation and editing, the creation of AI personas (including a model of your own likeness), and the automated production and scheduling of promotional clips.

Subscription, **Pay-Per-View**, **Tip** and **Custom Content** mean the paid features described in clause 8.

Tax Status Declaration means the declaration and supporting documents you provide under clause 13 and Schedule 4.

Wallet means the prepaid balance in US dollars that a Fan deposits with CreamyPeach and spends on the Platform, as described in clause 8.4.

VAT means value added tax under Council Directive 2006/112/EC and Title VII of the Fiscal Code, United Kingdom value added tax, and any similar sales, consumption, digital services or goods and services tax in any jurisdiction.

Vault means the Platform's media library in which Creator Content is stored and from which it is retrieved for publication, sale or delivery to Fans.

Verification Provider means the third-party identity verification service we use, as identified in the Creator dashboard, or any replacement we notify to you.

Withholding Tax means any tax that we are required by Applicable Law to deduct from Creator Earnings and remit to a tax authority.

2.2 Clause and Schedule headings are for convenience only. The Schedules form part of this Agreement. "Including" means "including without limitation". References to a law include that law as amended, re-enacted or replaced, and any subordinate legislation made under it. References to "written" or "in writing" include email and messages sent through the Platform. The singular includes the plural and the other way round.

3. Eligibility, identity verification and your account

3.1 You may register a Creator Account only if you: (a) are at least 18 years old, or older if the law of your country of residence sets a higher age of majority; (b) have the legal capacity to enter into this Agreement; (c) are not located in, and do not operate from, a country or territory where the supply of adult content is unlawful or where we do not offer the Platform; (d) are not subject to sanctions

administered by the European Union, the United Nations, the United States or the United Kingdom; (e) act in the course of a business, trade or profession; (f) if you are a Romanian tax resident, contract through a registered business form (an authorised natural person (PFA), an individual enterprise, a family enterprise or a legal entity) and not as a private individual; and (g) have not previously had a Creator Account terminated by us for breach.

3.2 Before you can publish Creator Content or receive any payment, you must complete identity and age verification through the Verification Provider. This includes providing a valid government-issued identity document, a live facial image, and any further information the Verification Provider or we reasonably require. You consent to the Verification Provider processing this information and sharing the result with us. We may repeat verification at any time, including at the request of a Payment Processor, a Payout Provider or a competent authority. In addition, you must re-perform identity verification through the Verification Provider every six months, so that the information we hold about you stays up to date. We notify you in your Creator dashboard and by email when re-verification is due, and you have 30 days from that notification to complete it. If you have not completed it by the end of the 30 days, we suspend new uploads, messaging and payouts under clause 16.5 until you do; Creator Earnings accrued during the suspension are held, not forfeited, and are paid in the next payout run after you complete re-verification. If re-verification is not completed within 90 days of the notification, we may terminate this Agreement under clause 16.3.

3.3 You must provide accurate, current and complete registration, tax and payout information and keep it updated. You must tell us within 10 days of any change to your legal name, country of residence, tax status, VAT registration, business form or payout details.

3.4 Your Creator Account is personal to you. You may not sell, transfer, lend or share it, and you may not allow any other person to operate it or to communicate with Fans through it, except through the AI Chat Assistant under clause 7 or through an assistant or agency you have notified to us in writing and for whose acts you remain fully responsible. You are responsible for everything done through your Creator Account and for keeping your login credentials secure.

3.5 You may operate only one Creator Account unless we agree otherwise in writing. You must not register a Creator Account using the identity of another person, and you must not register a Fan account for the purpose of purchasing your own content.

3.6 We may refuse any application to register a Creator Account, or decline to complete verification, where we have reasonable grounds relating to Applicable Law, Card Scheme Rules, fraud or compliance risk, or the integrity of the Platform. Where we refuse, we will tell you the main reasons unless Applicable Law prevents us from doing so.

4. Nature of the relationship

4.1 **CreamyPeach sells to Fans in its own name.** Fans contract with CreamyPeach, not with you, when they purchase a Subscription or Pay-Per-View content, make a Wallet deposit, or use any other paid feature. CreamyPeach is the seller of record and merchant of record for every Fan Payment, is responsible to the Fan for the supply of the Platform service, issues any receipt or invoice to the Fan, and is the person liable to charge and account for VAT on Fan Payments.

4.2 **You provide Creator Services and are paid a fee.** You provide the Creator Services to CreamyPeach as an independent service provider. In return, CreamyPeach pays you Creator Earnings calculated under clause 9. Creator Earnings are the consideration for the Creator Services as a whole. The licence you grant in clause 5 is granted as an integral and ancillary part of the Creator Services, so that CreamyPeach can lawfully host, display and sell access to the Creator Content you produce; no separate royalty, licence fee or other consideration is payable for it. Creator Earnings are a contractual debt owed by CreamyPeach to you. They are not money held on trust, in escrow or

on your behalf, and CreamyPeach does not act as a payment institution, electronic money institution, agent or intermediary for Fan Payments.

4.3 **You are an independent contractor.** Nothing in this Agreement creates an employment relationship, a partnership, a joint venture, an agency or a franchise between you and CreamyPeach. You decide whether, when and what Creator Content to create, you use your own equipment and premises, you bear your own costs, and you are free to offer content and services through other platforms. You have no authority to bind CreamyPeach or to make statements on its behalf.

4.4 **You are responsible for your own taxes and registrations.** Subject only to any Withholding Tax that we are required by law to deduct under clause 13 (none is expected under current law for Creators who comply with clauses 3.1(f) and 4.6), you are solely responsible for declaring and paying all income tax, profit tax, social contributions, VAT and other taxes arising from Creator Earnings, and for any business registration, licence or authorisation required in your jurisdiction.

4.5 **Non-exclusive.** This Agreement is non-exclusive. You may publish the same or different content on other platforms, and we may contract with any number of other creators, including creators whose content is similar to yours, and may publish content that we own or generate ourselves.

4.6 **Place of performance.** You perform the Creator Services at your own premises in your country of residence or establishment, using your own equipment. Unless you are established in Romania, you do not perform any part of the Creator Services on Romanian territory, you have no office, employee, agent or other fixed place of business in Romania, and nothing in this Agreement creates one. If this changes, you must tell us within 10 days under clause 3.3, because it may change the tax treatment in clause 13.

5. Creator Content and licence

5.1 **You keep ownership.** As between you and CreamyPeach, you retain all Intellectual Property Rights in your Creator Content. Nothing in this Agreement transfers ownership of Creator Content to CreamyPeach.

5.2 **Licence to CreamyPeach.** As part of the Creator Services, and for no consideration other than the Creator Earnings, you grant CreamyPeach a non-exclusive, worldwide, sub-licensable licence, for the term of this Agreement and the wind-down period in clause 17, to: (a) host, store, cache, reproduce, encode, compress, watermark, resize, format and make technical copies of Creator Content; (b) display, perform, stream, transmit and deliver Creator Content to Fans through the Platform, including through the AI Chat Assistant; (c) sell access to Creator Content to Fans in CreamyPeach's own name under the Fan Terms; (d) index Creator Content, including by generating metadata, descriptions, tags and embeddings, so that it can be retrieved from the Vault; (e) use Creator Content for content moderation, fraud prevention, security, legal compliance and record-keeping; and (f) sub-license to Fans a limited, personal, non-transferable right to view Creator Content on the Platform for their private, non-commercial use.

5.3 **Promotional use is opt-in.** We will use Creator Content, your Creator name and your profile image to promote you or the Platform outside the Platform (for example on social media, in advertising or on landing pages) only where you have enabled promotional use in your account settings, and only for content you have marked as suitable for promotion. You may withdraw this permission at any time with effect for future use; material already published or in print may continue to be used for 30 days after withdrawal.

5.4 **Moral rights.** Your moral rights under Law no. 8/1996 on copyright and related rights remain yours and cannot be waived. You agree that the technical acts in clause 5.2(a) and the display of

your Creator name as the author do not infringe your moral rights, and that you will not exercise moral rights in a way that prevents the ordinary operation of the Platform.

5.5 **Collaborators.** You are responsible for obtaining from every Collaborator, before any Creator Content featuring them is uploaded, a written agreement that grants you all rights needed to license that content under this clause 5, that confirms the Collaborator's consent to the use of their image under Articles 73 to 77 of the Civil Code and any equivalent law, and that allows you to provide the Performer Documentation in clause 6.4.

5.6 **AI-generated content.** Where Creator Content is generated or modified using AI Tools or any other software, you grant the licence in clause 5.2 to the fullest extent you hold rights in that content, and you confirm the warranties in clause 14 apply to it. You acknowledge that purely machine-generated material may not be protected by copyright, that we make no representation that it is, and that we will treat it as Creator Content for the purposes of this Agreement regardless.

5.7 **Feedback.** If you give us suggestions or feedback about the Platform, we may use them without restriction or payment.

5.8 **Content removal by you.** You may unpublish or delete Creator Content at any time through your Creator Account. Deletion takes effect on the Platform within 72 hours. We may retain copies as required by clause 17.4.

6. Content standards, performer documentation and moderation

6.1 **Content Standards.** All Creator Content must comply with the Content Standards in Schedule 3, with Applicable Law, including Law no. 196/2003 on preventing and combating pornography, and with the Card Scheme Rules. If a Payment Processor, a Payout Provider or a payment network imposes a requirement that is stricter than Schedule 3, the stricter requirement applies, and we will notify you of it under clause 23.

6.2 **Absolute prohibitions.** Without limiting Schedule 3, you must never upload, generate, request or make available content that depicts, describes or presents as sexual any person who is, appears to be, or is presented as being under 18; any sexual activity without the real, informed and ongoing consent of every Depicted Person; or the sexual depiction of any real, identifiable person who has not given written consent, including through AI-generated, edited or synthetic imagery. A breach of this clause 6.2 entitles us to terminate this Agreement immediately under clause 16.4 and to report the matter to the competent authorities.

6.3 **Pre-publication review.** Every image, video, audio file, post, profile element and Pay-Per-View item is screened automatically and reviewed by a trained member of our team before it is published, delivered to a Fan or made available through the AI Chat Assistant; messages are screened automatically in real time before delivery, with human review of flagged messages and of a sample of all messages. We may hold content in review for up to 72 hours. Content that fails review will not be published, and we will tell you why under clause 16.6.

6.4 **Performer Documentation.** Before uploading any Creator Content in which a Depicted Person other than you appears, that person must (a) complete identity and age verification through the Verification Provider in the same way as you did under clause 3.2, and (b) sign the Co-Performer Release and Consent Form in the Platform, identifying the content concerned. Content depicting a person who has not done both is not published. In addition you must hold, and on request provide to us within 48 hours, for each Depicted Person: (i) a copy of a valid government-issued photo identity document showing date of birth; (ii) the signed release, covering the creation of the content, its distribution on the Platform, its sale by CreamyPeach and its use by the AI Tools; and (iii) for content produced after this Agreement takes effect, a dated record of the production. You must

keep Performer Documentation for at least 7 years after the content was last available on the Platform, store it securely, use it only for this purpose, disclose it only to CreamyPeach or a competent authority, and delete it when it is no longer required. For content in which only you appear, your own verification under clause 3.2 satisfies limb (i) and no release is required. Incidental bystanders who are not identifiable need not be documented; any identifiable bystander must be blurred or cropped out.

6.4A **United States record-keeping requirements.** As between you and CreamyPeach, you are the producer of Creator Content depicting real persons, including content produced with an AI persona of your own likeness under clause 7. To the extent 18 U.S.C. §§ 2257 and 2257A and 28 C.F.R. Part 75 apply to you, you must comply with them, including by maintaining the records they require, affixing any statement they require to your content, and making your records available for inspection as they require, and you must provide CreamyPeach with a copy of those records for any content published on the Platform within 48 hours of request. CreamyPeach's own position is set out in its 18 U.S.C. § 2257 Compliance and Exemption Statement.

6.5 **Reporting and removal.** The Platform provides a mechanism for Fans and third parties to report content, as required by Regulation (EU) 2022/2065 (the Digital Services Act). We may remove, restrict or demonetise Creator Content at any time where we have reasonable grounds to believe it breaches this Agreement, the Content Standards or Applicable Law, where a competent authority or a court orders us to, or where a Payment Processor or payment network requires it. We will give you a statement of reasons and access to our internal complaint process under clause 24 unless Applicable Law prevents it.

6.6 **Cooperation.** You will cooperate promptly and in good faith with any investigation we carry out, or that a competent authority, Payment Processor or payment network carries out, into Creator Content or your Creator Account. We may disclose Performer Documentation, account records and content to such parties where Applicable Law, Card Scheme Rules or a lawful request requires or permits it.

6.7 **Geographic restrictions.** We may restrict access to the Platform or to specific Creator Content in any country or territory where its supply would be unlawful, where age verification requirements cannot be met, or where a Payment Processor does not operate. Such restrictions do not entitle you to compensation.

7. AI tools: Studio, Vault and AI Chat Assistant

7.1 **Optional features.** The AI Tools are optional. You choose whether to enable each of them in your account settings, and you may disable them at any time with effect for future activity.

7.2 **Vault.** Creator Content you upload is stored in the Vault with the metadata you supply and metadata we generate. You control, through your settings, which content may be published to your feed, sold as Pay-Per-View, sent in direct messages, or used by the AI Chat Assistant, and at which price tier. We retrieve content from the Vault only in accordance with those settings.

7.3 **AI Chat Assistant.** If you enable the AI Chat Assistant, you authorise CreamyPeach to operate automated software that exchanges messages with Fans in your Creator persona, answers on your behalf, promotes your Creator Content, and selects and sends content from the Vault within the limits you set. You acknowledge and agree that: (a) the AI Chat Assistant is operated by CreamyPeach, is not under your real-time control and may generate messages you did not write; (b) we will disclose to Fans, in the form required by Article 50 of Regulation (EU) 2024/1689 (the AI Act) and other Applicable Law, that they may be interacting with an automated system; (c) you must not instruct or configure the AI Chat Assistant to deny that it is automated when directly asked, to make statements about your real identity, location or personal life that are false in a way that could harm

Fans, or to solicit payments outside the Platform; (d) you must review the persona settings, boundaries and prohibited topics you configure and keep them accurate; and (e) we may suspend the AI Chat Assistant for your account at any time where we detect misuse, legal risk or Fan complaints, and we will tell you why.

7.4 **Studio.** If you use the Studio to generate or edit content, the output is Creator Content under this Agreement. You are responsible for every prompt you enter and every output you choose to save or publish. You must not use the Studio to generate content depicting any real, identifiable person other than yourself, whether or not that person has consented, to generate content that breaches clause 6.2 or Schedule 3, or to generate content that infringes a third party's Intellectual Property Rights. We may filter prompts and outputs, refuse to generate content, and retain prompt and output logs for moderation and legal compliance. In addition: (a) reference images, video and voice you upload to the Studio must be your own verified likeness or fully synthetic material, and must not depict any other person; (b) before creating an AI persona of your own likeness you must sign the AI Likeness Licence in the Platform, by which you give your explicit consent to the processing of your facial images and voice for that purpose; the persona must depict you as the adult you are, without de-aging or blending with any other person's features; you may delete the persona at any time, and we delete the model and its training material within 30 days of your request or of the closure of your Creator Account; content produced with the persona is treated as content depicting a real person for the purposes of clauses 6.4 and 6.4A; (c) Studio output is marked as AI-generated in a machine-readable form and labelled to Fans, and you must not remove or obscure those marks; (d) Studio output may be screened before publication and we may decline to publish any output; (e) generation is subject to the quotas, fair-use limits and any fees we publish in the Studio from time to time; and (f) we do not warrant that Studio output is free of third-party rights or protectable by copyright, and clause 5.6 applies.

7.5 **Third-party AI providers.** The AI Tools rely on models and services supplied by third parties. We may change providers at any time. Your use of the AI Tools is also subject to any usage restrictions of those providers that we notify to you. We do not guarantee that the AI Tools will be available, accurate, free from error or suitable for any particular purpose.

7.6 **Allocation of responsibility.** As between you and CreamyPeach, you are responsible for Creator Content that you upload, generate, approve or configure for use, and for the persona settings you give the AI Chat Assistant. CreamyPeach is responsible for operating the AI Tools in accordance with this Agreement and Applicable Law, for the disclosures in clause 7.3(b), and for the moderation controls in clause 6.

7.7 **Automated promotion.** The Studio may produce short-form promotional clips from your Creator Content and, where you connect a third-party social media account, schedule and publish them to that account. You approve the clips, the channels and the posting schedule, and you may pause or disconnect any channel at any time. You are responsible for compliance with the terms and community rules of each third-party channel and for any consequence of publishing promotional content there, including restrictions that channel imposes on your account. We do not publish adult content outside the Platform; promotional clips are limited to material suitable for the channel concerned.

8. Fan transactions, pricing and the Wallet

8.1 **Paid features.** Fans may pay for access to your Creator Content through: (a) a **Subscription**, giving access to your subscriber feed for a recurring period; (b) **Pay-Per-View**, giving access to a specific item of content for a one-off price; (c) a **Tip**, a voluntary payment with no content in return; and (d) **Custom Content**, content created in response to a Fan's specific request. We may add, change or withdraw paid features under clause 23.

8.2 **Pricing and VAT.** You set your Subscription price and Pay-Per-View prices, within the minimum and maximum limits we publish from time to time, as net amounts exclusive of VAT. At checkout we determine the Fan's location, add the VAT applicable in the Fan's country to the net price where CreamyPeach is required to charge it, and display the total to the Fan before payment. The Fan pays the total, and CreamyPeach accounts for the VAT to the competent tax authority. VAT never forms part of your Creator Earnings and is never deducted from them. Fans in countries where no VAT applies pay the net price. We may run promotions and discounts for Fans that you opt into; promotions you have not opted into do not reduce the Net Revenue attributable to your content.

8.3 **Refund policy for Fans.** CreamyPeach decides, in accordance with the Fan Terms and Applicable Law, whether to refund a Fan. We will refund where we are legally required to, where content was not delivered, where a Fan's account was used fraudulently, or where we consider a refund necessary to avoid a Chargeback. Refunds reduce Net Revenue under clause 9.

8.4 **Wallet.** Fans may deposit money with CreamyPeach into a prepaid Wallet, paying the net deposit amount in US dollars plus the VAT applicable in the Fan's country, which is charged at the time of the deposit. The Wallet is a prepayment for Platform services: the balance is held by CreamyPeach as the seller of those services, has no cash value, is not electronic money, cannot be transferred to another Fan, and is not redeemable by you or by Fans for money. Deposits are not refundable except where Applicable Law requires it. When a Fan spends Wallet balance on your Creator Content, the Fan Payment attributable to that content is the net amount, exclusive of VAT, deducted from the Fan's Wallet, as shown in your Creator dashboard. No further VAT is charged when Wallet balance is spent.

8.5 **Custom Content.** When you accept a Custom Content request, you agree to deliver content matching the request within the time you state. Custom Content is subject to the Content Standards; you must decline any request that would breach them. Fan Payments for Custom Content are held and released as described in clause 10.2.

8.6 **No off-Platform payments.** You must not ask or encourage Fans to pay you outside the Platform, directly or through another service, for content or interactions offered on the Platform, and you must not publish payment details or links for that purpose. This restriction protects Fans against fraud, protects you and us against Chargebacks and non-payment, and ensures that age verification, taxation and Card Scheme Rules are complied with. It does not prevent you from offering content on other platforms under clause 4.5.

8.7 **Fan data.** You will see only the information about Fans that the Platform displays to you, such as a username, subscription status and purchase history relating to your content. You must not attempt to identify Fans, export or scrape Fan data, or contact Fans outside the Platform using information obtained through it.

9. Creator Earnings and Platform Fee

9.1 **The split.** For each calculation period, your Creator Earnings are the Creator Share stated in Schedule 1 (currently 85%) of the Net Revenue attributable to your Creator Content. CreamyPeach retains the balance as its Platform Fee. Creator Earnings are the fee for the Creator Services you performed in that period.

9.2 **Net Revenue.** Net Revenue for a period means the Gross Fan Payments attributable to your Creator Content in that period (which are already exclusive of VAT), less: (a) payment processing costs, meaning the fees, charges and currency conversion costs actually charged to CreamyPeach by Payment Processors and payment networks on the Fan's payment, including the part of those fees that the processor calculates on the VAT element of the amount charged to the Fan, as itemised in

Schedule 1; and (b) refunds, Chargebacks and reversals, net of VAT, relating to those Fan Payments, whenever they occur.

9.3 **Platform Fee.** The Platform Fee is CreamyPeach's consideration for operating the Platform, hosting and delivering Creator Content, operating the AI Tools, processing Fan Payments, charging and accounting for VAT on Fan Payments, handling Fan support and moderation, and paying Creator Earnings. The Platform Fee is retained by CreamyPeach from Gross Fan Payments; it is not invoiced to you and you never pay it separately.

9.4 **Attribution.** A Fan Payment is attributed to your Creator Content when the Fan paid for a Subscription to your profile, for Pay-Per-View or Custom Content you supplied, or for a Tip sent to you, whether paid directly or from the Fan's Wallet. Where a Fan Payment relates to more than one Creator (for example a bundle), we attribute it in proportion to the standalone prices of the items included.

9.5 **Currency.** Prices on the Platform are set and displayed in US dollars, and Creator Earnings are calculated in US dollars. Fan Payments received in another currency are converted at the rate applied by the Payment Processor on the date of receipt. VAT is calculated on the US-dollar amount and converted for declaration purposes at the rate required by the relevant tax rules; this conversion does not affect your Creator Earnings. Payouts may be made in another currency under clause 10.4.

9.6 **Statements.** Your Creator dashboard shows, for each period, the Gross Fan Payments attributed to you, each deduction under clause 9.2, your Creator Earnings, any Withholding Tax, and your Available Balance. The dashboard and the monthly statement we issue under clause 12 are the basis of the Self-Billed Invoice and are our record of amounts due. You must tell us of any error within 60 days of the end of the period concerned; after that the statement is treated as accepted, except for manifest error or fraud.

9.7 **Changes to the split.** We may change the Creator Share, the Platform Fee or the deductions in clause 9.2 only under clause 23, and no change applies to Fan Payments received before it takes effect.

10. Payouts

10.1 **Clearance Period.** Creator Earnings from a Fan Payment become Available Balance when the Clearance Period in Schedule 1 has elapsed, provided that the Fan Payment has not been refunded, charged back or flagged for review. The Clearance Period allows for fraud screening and for the time within which most payment disputes are raised. In exceptional cases, such as suspected fraud or a Fan Payment from an account without a confirmed email address, we may extend the Clearance Period to up to 30 days, and we will tell you the reason.

10.2 **Custom Content.** Creator Earnings from Custom Content become Available Balance only after you have delivered the content and the Fan has not disputed delivery within 7 days, in addition to the Clearance Period.

10.3 **Withdrawals.** You may withdraw your Available Balance at any time, provided it is at least the Minimum Payout in Schedule 1. Available Balance below the Minimum Payout is carried forward. We will initiate payment within 5 Business Days after your request; the time for funds to reach you depends on the Payout Provider and your bank.

10.4 **Payout method and Payout Providers.** Payouts are made through a Payout Provider to the payout method you select in your account and that we support for your country. You must complete any onboarding, identity or tax verification the Payout Provider requires. The Payout Provider's own terms apply to your use of its service. Fees charged by the Payout Provider or your bank for receiving

funds, and any currency conversion applied by them, are borne by you unless Schedule 1 states otherwise. We may change or add Payout Providers under clause 23.

10.5 **Conditions to payout.** We are not obliged to make any payout while: (a) your identity or age verification under clause 3.2 is incomplete, expired or failed; (b) your Tax Status Declaration under clause 13 is incomplete or we have reasonable grounds to believe it is inaccurate; (c) your payout details have changed within the previous 72 hours; (d) a hold, Reserve or investigation under clause 11 or 16 applies; or (e) a court order, a Payment Processor, a Payout Provider or Applicable Law requires us to withhold payment. We will tell you which condition applies and what is needed to resolve it.

10.6 **Payment discharges our obligation.** A payout is complete when we have instructed the Payout Provider to pay the correct amount to the payout details you most recently confirmed. We are not responsible for loss caused by incorrect payout details you supplied, or by delay or failure on the part of a Payout Provider or bank that is outside our reasonable control, but we will use reasonable efforts to help you trace or recover a payment.

10.7 **Unclaimed balances.** If a payout cannot be completed for 12 months because your payout details are missing or invalid and you have not responded to our requests, we may hold the balance until you provide valid details, deduct the reasonable administrative costs of holding it, and apply any Applicable Law on unclaimed amounts.

10.8 **Interest.** Interest is not payable on Creator Earnings, Available Balance or Reserves.

11. Refunds, chargebacks, reserves and set-off

11.1 **Refunds and Chargebacks reduce your earnings.** Where a Fan Payment attributed to your Creator Content is refunded, charged back or reversed, the related Creator Earnings are reversed, whether or not they have already been paid to you, and the Chargeback fee charged to us by the Payment Processor or payment network, as stated in Schedule 1, is deducted from your Creator Earnings.

11.2 **Negative balance.** If reversals exceed your Available Balance, your account shows a negative balance. We may recover a negative balance by set-off against future Creator Earnings, and if no Creator Earnings arise within 90 days, we may invoice you for the amount, payable within 30 days.

11.3 **Chargeback disputes.** We decide whether and how to contest a Chargeback. You will give us, within 3 Business Days of our request, any information that supports the Fan Payment, including delivery records and message history.

11.4 **Excessive Chargebacks.** If the Chargebacks attributed to your Creator Content exceed the ratio stated in Schedule 1 in any calendar month, we may apply a Reserve, restrict paid features, require additional verification, or terminate this Agreement under clause 16.3, because sustained excessive Chargebacks expose CreamyPeach to fines and loss of processing under the Card Scheme Rules.

11.5 **Reserve.** We may withhold from your Creator Earnings a Reserve of up to the percentage and for up to the period stated in Schedule 1 where: (a) clause 11.4 applies; (b) your Creator Account is less than 60 days old and your Gross Fan Payments exceed the new-account threshold in Schedule 1; (c) we receive a lawful request from a Payment Processor, a payment network or a competent authority; or (d) we have reasonable grounds to suspect fraud or a breach of clause 6.2 or Schedule

3. We will tell you the reason, the amount and the expected release date. A Reserve is released, less any reversals and fees properly deducted, when the reason for it has ended.

11.6 **Set-off.** We may set off any amount you owe us under this Agreement, including reversed Creator Earnings, Chargeback fees, a negative balance, Withholding Tax that we were required to deduct, and any indemnity claim that has been agreed or finally determined, against any amount we owe you. You may not set off amounts against sums you owe us without our written agreement.

11.7 **Fraud.** If we determine, acting reasonably and on evidence, that a Fan Payment was made with a stolen payment instrument, by a Fan account controlled by you or a person acting with you, or otherwise fraudulently, we may reverse the related Creator Earnings, retain the related Platform Fee, and report the matter to the Payment Processor and the competent authorities.

12. Invoicing and self-billing

12.1 **Monthly statement.** Within 10 days after the end of each calendar month we issue a statement for that month showing the amounts described in clause 9.6. The statement is available in your Creator dashboard and is sent to your registered email address.

12.2 **Self-billing agreement.** By accepting this Agreement you and CreamyPeach conclude the self-billing agreement in Schedule 2, under which CreamyPeach issues invoices in your name and on your behalf for your Creator Earnings. This is the prior agreement required by Article 319(18) of the Fiscal Code (Law no. 227/2015) and the Methodological Norms, and it is concluded before any Self-Billed Invoice is issued. Each Self-Billed Invoice documents the fee for the Creator Services performed in the month concerned.

12.3 **Acceptance procedure.** Each Self-Billed Invoice is made available in your Creator dashboard and sent to your registered email address together with the monthly statement. You accept each Self-Billed Invoice by not objecting to it in writing within 5 Business Days of it being made available. If you object, we will investigate and, where the objection is justified, issue a corrected Self-Billed Invoice or a credit note. Payment of the Creator Earnings shown on a Self-Billed Invoice is also treated as acceptance of it.

12.4 **Your VAT status.** You must tell us in your Tax Status Declaration, and within 10 days of any change, whether you are registered for VAT, your VAT identification number, and the country of registration. If you are a taxable person registered for VAT in Romania, Self-Billed Invoices show Romanian VAT at the applicable rate in addition to your Creator Earnings, and we pay that VAT to you with the related payout. If you are a Romanian business that is not registered for VAT under the small-enterprise exemption, no VAT is shown. If you are established outside Romania, the place of supply of the Creator Services is Romania: no VAT is added on the Self-Billed Invoice, which carries the reverse-charge mention, and CreamyPeach accounts for Romanian VAT under the reverse-charge mechanism. In that case you must provide your VAT identification number if you have one, and you are responsible for any reporting obligation in your own country.

12.5 **Your records.** You must record each Self-Billed Invoice in your own accounting and VAT records as if you had issued it yourself, and declare it in your VAT returns and in any informative declarations required of you. Where Applicable Law requires the Self-Billed Invoice to be transmitted through the national electronic invoicing system (RO e-Factura), we will transmit it on your behalf, and you will register in that system if required and give us any identifier needed to do so.

12.6 **Your own invoices.** The self-billing agreement does not prevent you from issuing your own invoice for a period. If you do, your invoice must match the monthly statement exactly and must state that it replaces the Self-Billed Invoice for that period, and you must tell us before issuing it so that we can withdraw the Self-Billed Invoice and avoid duplicate invoicing.

12.7 **Content and numbering.** Self-Billed Invoices contain the information required by Article 319(20) of the Fiscal Code, are marked "autofactură" where Romanian law applies, and are numbered in a dedicated series that we allocate to you and record in our invoice register.

12.8 **Duration.** The self-billing agreement in Schedule 2 runs for the term of this Agreement and for as long afterwards as any Creator Earnings remain to be invoiced. Either party may end it on 30 days' written notice without ending this Agreement, in which case you will invoice us yourself under clause 12.6 from the next full month.

13. Taxes

13.1 **Tax Status Declaration.** Before you can receive any payout you must complete the Tax Status Declaration in Schedule 4, provide the supporting documents it lists, and confirm it annually and whenever your circumstances change. You confirm that the information in it is true, accurate and complete, and you acknowledge that we rely on it to decide what, if anything, we must withhold from your Creator Earnings and how to invoice them. If a document is missing or expired, we apply the treatment that Applicable Law requires in its absence, which may include withholding.

13.2 **Romanian Creators.** You contract with us through a registered Romanian business form, as required by clause 3.1(f). No income tax and no social contributions are withheld from your Creator Earnings. You are responsible for all income tax, profit tax or micro-enterprise tax, social contributions and VAT on your Creator Earnings, and for your own declarations. Clause 12.4 governs VAT on the Self-Billed Invoice.

13.3 **Non-resident Creators.** If you are not a Romanian tax resident, your Creator Earnings are fees for Creator Services that you perform outside Romania under clause 4.6. Under the Fiscal Code as currently in force, income of non-residents from services performed outside Romania, other than management or consultancy services, is not taxable income obtained from Romania, and no Romanian withholding tax applies to it. We therefore do not expect to withhold tax from your Creator Earnings, provided that: (a) you perform the Creator Services outside Romania and have no permanent establishment or fixed base in Romania; (b) your Tax Status Declaration is accurate and current; and (c) you provide, before the first payout and annually thereafter, a certificate of tax residence issued by your tax authority. We hold that certificate so that the double taxation treaty between Romania and your country, where one exists, can be applied without delay if any part of your Creator Earnings is ever characterised as income obtained from Romania. You are responsible for all taxes on your Creator Earnings in your country of residence.

13.4 **VAT on Fan Payments.** For VAT purposes CreamyPeach is the supplier of the Platform service to Fans and is solely responsible for charging, collecting, declaring and paying VAT on Fan Payments in Romania, in other EU member states through the One Stop Shop, in the United Kingdom, and wherever else Applicable Law requires. Where chargeable, VAT is added to Creator-set net prices at checkout under clause 8.2, is charged on Wallet deposits under clause 8.4, and is excluded from Gross Fan Payments and Net Revenue. You have no obligation in respect of VAT on Fan Payments and no entitlement to any part of it.

13.5 **Withholding only where required; no gross-up.** If, despite clauses 13.2 and 13.3, Applicable Law requires us to withhold tax from your Creator Earnings, including because information in your Tax Status Declaration was inaccurate, because you performed Creator Services in Romania, or because a tax authority characterises part of your Creator Earnings as royalties or other income obtained from Romania, we will withhold the amount required at the rate provided by law or by the applicable treaty, pay it to the tax authority, and give you a certificate of the tax withheld and paid in your name so that you can claim credit for it where available. Withholding Tax is deducted from your Creator Earnings and is not grossed up.

13.6 **Platform reporting (DAC7).** CreamyPeach may be a reporting platform operator under the Fiscal Procedure Code (Law no. 207/2015) as amended to implement Council Directive (EU) 2021/514. Where so, we must collect and verify your legal name, primary address, date of birth or registration number, tax identification number and its issuing state, VAT number if any, and the identifier of the account to which we pay you, and we must report annually to the Romanian tax authority the Creator Earnings paid to you, the number of transactions, and any fees, commissions or taxes withheld. The Romanian tax authority may exchange this information with the tax authority of your state of residence. If you do not provide the information after two reminders, we must, within 60 days, suspend payouts and may close your Creator Account.

13.7 **Changes in law and recharacterisation.** If Applicable Law changes, or if a tax authority determines that your Creator Earnings fall into a different category from the one we applied, we will apply the correct treatment from the date required. Any additional tax, contribution, interest or penalty that results from inaccurate or incomplete information in your Tax Status Declaration, from a breach of clause 4.6, or from your failure to update your declaration, is for your account, and clause 21 applies.

13.8 **No tax advice.** Nothing in this Agreement or on the Platform is tax advice. You should take your own advice on the treatment of Creator Earnings in your jurisdiction.

14. Creator warranties and undertakings

14.1 You represent and warrant to us, on the date you accept this Agreement and each time you upload, generate or make available Creator Content, that:

1. you meet the eligibility requirements in clause 3.1 and the information you have given us, including your Tax Status Declaration, is true, accurate and complete; 2. you contract in the course of your business and, if you are a Romanian tax resident, through the registered business form stated in your Tax Status Declaration; 3. you perform the Creator Services outside Romania unless you are established in Romania, and you have no permanent establishment or fixed base in Romania; 4. you own, or hold valid written licences for, all Intellectual Property Rights in the Creator Content, and the Creator Content and its use under this Agreement do not infringe any Intellectual Property Right, right of privacy, right of publicity, contractual right or other right of any person; 5. every Depicted Person was at least 18 years old when the content was produced, has given the written consent described in clause 5.5, and you hold the Performer Documentation for each of them; 6. no Creator Content depicts, or presents as sexual, any real, identifiable person who has not given written consent, whether the depiction is photographic, edited or AI-generated; 7. the Creator Content complies with the Content Standards, with Applicable Law and with the Card Scheme Rules, and was not produced through coercion, trafficking, exploitation or any other unlawful act; 8. you are not party to any exclusivity, agency, management or other agreement that prevents you from granting the licence in clause 5 or performing this Agreement; 9. you will not upload malicious code, interfere with the Platform's operation or security, or access any part of the Platform you are not authorised to access;

10. you will not use the Platform for money laundering, terrorist financing or any transaction involving the proceeds of crime, and you will provide any information we reasonably require to comply with Law no. 129/2019 on preventing and combating money laundering and terrorist financing;

11. you will not make false or misleading statements to Fans about your identity, age, location, the nature of content offered, or the involvement of the AI Chat Assistant beyond what clause 7 permits;

12. you will not engage in any conduct towards Fans, other Creators or our staff that is abusive, harassing, discriminatory or threatening; and

13. you will comply with all Platform Policies.

14.2 You will tell us promptly, and in any event within 48 hours, if you become aware of any breach of this clause 14, any claim or threatened claim by a third party relating to Creator Content, any unauthorised access to your Creator Account, or any leak of Creator Content outside the Platform.

14.3 Each warranty in this clause 14 is a separate warranty and survives the termination of this Agreement in respect of the period during which it applied.

15. Ranking, visibility, promotion and data access

This clause describes how the Platform presents Creators to Fans and what data you receive, as required by Regulation (EU) 2019/1150 (the Platform-to-Business Regulation).

15.1 **Main ranking parameters.** Where the Platform ranks or recommends Creators or Creator Content to Fans, the main parameters, in order of relative importance, are: (a) relevance to the Fan's stated preferences and previous activity on the Platform; (b) recency and frequency of new Creator Content; (c) engagement with your Creator Content, including subscriptions, purchases, tips and message responsiveness; (d) compliance status, meaning the absence of open Content Standards actions, excessive Chargebacks or unresolved Fan complaints; and (e) completeness of your profile. We do not sell ranking position, and no Creator can pay for a higher ranking.

15.2 **Differentiated treatment.** CreamyPeach publishes content that it owns or generates itself, including AI-generated personas, alongside content from independent Creators. Such content is subject to the same ranking parameters as Creator Content. We may feature content, including our own, in curated or promotional placements that are clearly labelled as such.

15.3 **Promotion.** We may promote the Platform as a whole in any way we choose. Promotion of you individually outside the Platform is governed by clause 5.3.

15.4 **Data you receive.** Through your Creator dashboard you have access to: aggregated and individual-level data about Fan engagement with your Creator Content, such as views, subscriptions, purchases, tips and message counts, by Fan username; your earnings, deductions, payouts and tax documents; and the moderation status of each item of Creator Content. You may export your own content and your earnings statements at any time.

15.5 **Data we retain.** CreamyPeach retains access to all Platform data, including the data in clause

15.4 for every Creator, Fan account and payment data, and the metadata and logs generated by the AI Tools. We do not share your individual earnings data with other Creators. We may use aggregated and anonymised data for analytics, product development and reporting.

15.6 **Data after termination.** After termination you retain access to your earnings statements and tax documents for 12 months through a limited-access account, and we will provide them on request thereafter for the period we are required to keep them.

15.7 **No restriction on other channels.** We do not restrict you from offering the same content, or different content, on different terms through other platforms or channels, except as stated in clause 8.6.

16. Restriction, suspension and termination

16.1 **Term.** This Agreement starts when you accept it and continues until terminated under this clause 16.

16.2 **Termination by you.** You may terminate this Agreement at any time, for any reason, by closing your Creator Account in your account settings or by written notice to us. Termination takes effect at the end of the wind-down period in clause 17.1.

16.3 **Termination by us on notice.** We may terminate this Agreement for any reason by giving you at least 30 days' written notice stating the reasons. During the notice period you may continue to use the Platform and this Agreement continues to apply.

16.4 **Immediate termination by us.** We may terminate this Agreement with immediate effect by written notice stating the reasons if: (a) you breach clause 6.2; (b) you breach a material provision of this Agreement and, where the breach can be remedied, you fail to remedy it within 14 days of our notice asking you to; (c) you breach the same or a similar provision repeatedly after a previous warning; (d) your identity or age verification fails, cannot be completed, or is found to have been obtained with false documents; (e) we are required to terminate by Applicable Law, a court or a competent authority, or we are required to do so by a Payment Processor, a payment network or a Payout Provider on compliance grounds; (f) you become insolvent, bankrupt or subject to any similar proceeding; or (g) you are, or become, a sanctioned person. Where limb (e) applies and the Payment Processor or authority prohibits disclosure, we will give you as much of the reason as we are permitted to.

16.5 **Restriction and suspension.** Instead of, or before, terminating, we may suspend your Creator Account, suspend specific features such as payouts, messaging, the AI Chat Assistant or new uploads, or restrict the visibility of your Creator Content, where: (a) we are investigating a suspected breach of this Agreement or Applicable Law; (b) we have received a report or a complaint that, on its face, raises a credible concern about Creator Content or your conduct; (c) a hold or Reserve under clause 11 applies; (d) your verification or Tax Status Declaration has expired; or (e) we reasonably consider it necessary to protect Fans, other Creators, CreamyPeach or the integrity of the Platform. A suspension lasts no longer than is needed to resolve the reason for it. We review every suspension at least every 14 days and lift it when the reason no longer applies.

16.6 **Statement of reasons.** When we restrict, suspend or terminate your Creator Account or remove or demonetise Creator Content, we will provide you, on a durable medium, with a statement of the facts and circumstances relied on, the provision of this Agreement or the Content Standards concerned, and, where relevant, whether the decision was taken on the basis of a third-party notification or an automated process. You may contest the decision through the complaint process in clause 24. We will not provide a statement of reasons where Applicable Law prohibits it or where doing so would obstruct a criminal investigation.

16.7 **Dormant accounts.** If your Creator Account has had no login and no Fan Payments for 12 consecutive months, we may close it on 30 days' notice. Clause 10.7 applies to any remaining balance.

17. Consequences of termination

17.1 **Wind-down.** On termination by you, or by us under clause 16.3, there is a wind-down period of 30 days during which: (a) no new Subscriptions to your profile can be started and existing Subscriptions do not renew; (b) Fans who have already paid for a Subscription period keep access to your subscriber feed until that period ends, and Fans who have purchased Pay-Per-View or Custom Content keep access to it for the duration of the wind-down period; (c) you may continue to deliver

Custom Content already paid for; and (d) you may download your Creator Content and statements. On termination under clause 16.4 there is no wind-down period and Creator Content is removed from public view immediately; Fans' access to already purchased content is handled by us under the Fan Terms.

17.2 **Final payout.** Your final Available Balance is paid 60 days after termination takes effect, so that Chargebacks and refunds arising after termination can be accounted for. Where termination occurred under clause 16.4 for a breach of clause 6.2 or for fraud, we may withhold the Creator Earnings attributable to the content or conduct concerned, to the extent necessary to cover refunds to Fans, Chargebacks, fines imposed on us and our reasonable costs of dealing with the matter, and we will account to you for any balance.

17.3 **Removal of content.** After the wind-down period, we will remove your Creator Content from the Platform and the Vault within 30 days, except as stated in clause 17.4.

17.4 **Retained copies.** We may retain copies of Creator Content, Performer Documentation, account records, messages, AI Tool logs and transaction records for as long as required by Applicable Law, Card Scheme Rules, a pending or reasonably anticipated claim, or a request from a competent authority, and in any event for the retention periods in the Privacy Policy. Retained copies are not published and are accessible only for legal, compliance and security purposes.

17.5 **Survival.** Clauses 1.4, 2, 4.2 to 4.4, 4.6, 5.4, 5.6, 6.4, 6.6, 9 to 13 (for amounts accrued), 14.3, 15.6, 17, 18, 19, 20, 21, 22, 24, 25 and 26, and any other provision that is expressed or intended to survive, continue after termination.

17.6 **No compensation.** Termination in accordance with this Agreement does not give either party a right to compensation, except for amounts accrued before termination and any claim for breach.

18. CreamyPeach intellectual property

18.1 CreamyPeach and its licensors own all Intellectual Property Rights in the Platform, including its software, design, databases, the AI Tools and their models, prompts and outputs that are not Creator Content, the CreamyPeach name and logos, and all content that CreamyPeach owns or generates itself. Nothing in this Agreement grants you any right in them except the limited right to use the Platform as a Creator under this Agreement.

18.2 You may not copy, modify, reverse engineer, scrape, frame or create derivative works from the Platform, use automated means to access it other than through features we provide, or use the CreamyPeach name or logos except as we permit in writing or in published brand guidelines.

18.3 Metadata, descriptions, tags, embeddings and classifications that we generate about Creator Content are ours, but we will not use them to reproduce or publish your Creator Content outside this Agreement.

19. Confidentiality

19.1 Each party will keep confidential all non-public information it receives from the other under this Agreement, including your earnings data, our pricing to Payment Processors, the operation of the AI Tools, Fan information, and the content of moderation and compliance communications, and will use it only to perform this Agreement.

19.2 Clause 19.1 does not apply to information that is or becomes public without breach of this Agreement, that the receiving party already held or independently develops, or that must be disclosed by Applicable Law, a court or a competent authority, to a Payment Processor, Payout Provider or payment network under their rules, or to professional advisers bound by confidentiality.

19.3 You may disclose the existence of this Agreement and the fact that you are a Creator on the Platform. You may not disclose its commercial terms other than the published Creator Share.

19.4 This clause 19 continues for 5 years after termination.

20. Data protection

20.1 **Your personal data.** CreamyPeach is the controller of the personal data we process about you as a Creator, including your identity, verification, tax, payout, account and content data, under Regulation (EU) 2016/679 (the GDPR) and Law no. 190/2018. The Privacy Policy describes what we process, why, for how long, with whom we share it (including the Verification Provider, Payment Processors, Payout Providers, AI providers and tax authorities), and your rights. Processing of identity documents and biometric verification data is carried out on the basis of your explicit consent given to the Verification Provider and our legal obligations under anti-money laundering, tax and content regulation.

20.2 **Fan personal data.** CreamyPeach is the controller of Fan personal data. You receive only the limited Fan data described in clause 8.7, and you may process it only to deliver Creator Content and interact with Fans on the Platform. For that limited processing you act as an independent controller and must comply with the GDPR, must not combine Fan data with data from other sources to identify a Fan, and must delete Fan data you hold outside the Platform when this Agreement ends. You must tell us without delay of any personal data breach involving Fan data.

20.3 **Depicted Persons and Collaborators.** You are the controller of the personal data of Collaborators and other Depicted Persons that you collect for Performer Documentation, and you are responsible for giving them the information and obtaining the consents the GDPR requires. When you provide Performer Documentation to us, we process it as an independent controller for compliance purposes.

20.4 **Messages and AI logs.** Messages between you and Fans, including messages generated by the AI Chat Assistant, and Studio prompts and outputs, are stored and may be reviewed by our moderation staff and automated systems for safety, compliance, dispute resolution and service improvement, as described in the Privacy Policy. You will make Fans and Collaborators aware of this where you are the point of contact.

20.5 **International transfers.** Personal data may be transferred to processors outside the European Economic Area, including Payment Processors, Payout Providers and AI providers, under the safeguards described in the Privacy Policy.

21. Indemnity

21.1 You will indemnify CreamyPeach, its affiliates, officers, employees and contractors against all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees and the costs of responding to regulatory inquiries) arising from any claim, demand, investigation or proceeding by a third party, a Fan, a Depicted Person, a Payment Processor, a payment network, a Payout Provider or a competent authority to the extent it arises from: (a) Creator Content, including any allegation that it infringes rights or breaches Applicable Law, the Content Standards or the Card Scheme Rules; (b) a breach of your warranties in clause 14 or of clauses 6, 7, 8.6 or 8.7; (c) inaccurate or incomplete information in your Tax Status Declaration, including any Withholding Tax, contribution, interest or penalty that we are required to pay as a result; (d) your conduct towards Fans, Collaborators or third parties; or (e) your use of the AI Tools in breach of clause 7.

21.2 We will notify you of any claim covered by clause 21.1 without undue delay, allow you to participate in its defence at your own cost where Applicable Law and the Card Scheme Rules permit,

and not settle it in a way that admits fault on your part without consulting you. We keep control of the defence of any claim brought by a Payment Processor, a payment network or a competent authority.

21.3 The indemnity in clause 21.1 does not apply to the extent a loss is caused by our own breach of this Agreement, our own negligence or our own unlawful act.

22. Liability

22.1 **What is not excluded.** Nothing in this Agreement excludes or limits either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for intentional misconduct or gross negligence (in accordance with Article 1355 of the Civil Code), or for any liability that cannot be excluded or limited under Applicable Law. Nothing in this clause 22 limits your obligation to pay amounts due under clauses 11 and 21.

22.2 **Platform provided as is.** The Platform, the AI Tools and the Payout Providers' services are provided on an "as available" basis. We do not warrant that the Platform will be uninterrupted, error-free or secure, that Creator Content will not be copied or leaked by Fans or third parties, or that you will achieve any level of earnings. We will use reasonable skill and care in operating the Platform and will apply reasonable technical measures, including watermarking and download restrictions, to protect Creator Content, but you accept that no technical measure can prevent all unauthorised copying.

22.3 **Exclusion of indirect loss.** Subject to clause 22.1, neither party is liable to the other for loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of data, or any indirect or consequential loss, however arising, except that this clause 22.3 does not limit the amounts recoverable under clause 21.

22.4 **Cap.** Subject to clause 22.1, our total liability to you under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, in any 12-month period is limited to the greater of: (a) the total Platform Fee retained by us in respect of your Creator Content in the 12 months before the event giving rise to the claim; and (b) USD 1,000. Creator Earnings properly due to you under clause 9 are a debt and are not counted towards or limited by this cap.

22.5 **Third parties.** We are not liable for the acts or omissions of Fans, other Creators, Payment Processors, Payout Providers, the Verification Provider, AI providers or other third parties, except to the extent they act as our processors under clause 20.

22.6 **Time limit.** Any claim by you against us under this Agreement must be brought within 12 months of the date on which you became aware, or ought reasonably to have become aware, of the facts giving rise to it.

23. Changes to this Agreement

23.1 We may change this Agreement, the Schedules and the Platform Policies. We will notify you of any proposed change by email and through your Creator dashboard at least 15 days before it takes effect, and longer where the change requires you to make technical or commercial adaptations. The notice will identify the change and its effective date and will link to the new version.

23.2 You may terminate this Agreement under clause 16.2 before the change takes effect. If you continue to use the Platform after the effective date, the change applies to you. Uploading new Creator Content or enabling new paid features during the notice period is a clear affirmative action by which you waive the remainder of the notice period, unless the notice period is longer than 15 days because the change requires significant technical adaptation.

23.3 The notice period in clause 23.1 does not apply where a change is required by Applicable Law, by a court or competent authority, or by a Payment Processor, payment network or Payout Provider as a condition of continuing to process payments, or where a change is needed to address an unforeseen and imminent danger to the security of the Platform, to Fans or to Creators, or to prevent fraud or illegal content. In those cases we will give as much notice as is reasonably practicable and will state the reason.

23.4 Changes to the Creator Share, the Platform Fee or the deductions in clause 9.2 never apply to Fan Payments received before the change takes effect. We will not change this Agreement retroactively.

23.5 Each version of this Agreement carries a version number and effective date. We keep previous versions and will provide the version you accepted on request.

24. Complaints, mediation, governing law and jurisdiction

24.1 **Internal complaints.** You may complain to us about any decision we take under clauses 6, 11 or 16, about a technical issue affecting your Creator Content or earnings, or about any other aspect of our performance of this Agreement, by using the complaint form in your Creator dashboard or by writing to support@creamypeach.com. We will acknowledge your complaint within 2 Business Days, consider it carefully and in good faith, and give you an individualised written decision with reasons within 14 days. Complaints are handled by a person who was not involved in the original decision wherever possible, and are free of charge.

24.2 **Mediation.** If a complaint is not resolved to your satisfaction, either party may propose mediation under Law no. 192/2006 on mediation before any court proceedings. We will engage in good faith with mediation through any authorised mediator in Romania on whom the parties agree, and we will bear at least half of the mediator's costs. Mediation is voluntary and does not prevent either party from applying to a court at any time.

24.3 **Governing law.** This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the laws of Romania.

24.4 **Jurisdiction.** The courts of Romania have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement. The competent court is the court for the place of CreamyPeach's registered office. This does not prevent us from applying to any court for injunctive relief to protect Intellectual Property Rights, Confidential Information or the safety of Fans or Depicted Persons.

24.5 **Regulatory complaints.** Nothing in this clause 24 limits your right to complain to a supervisory authority, including the National Supervisory Authority for Personal Data Processing (ANSPDCP), the National Authority for Management and Regulation in Communications (ANCOM) as Digital Services Coordinator, or the Romanian Competition Council.

25. Notices

25.1 Notices to you are sent to the email address registered on your Creator Account and, for notices under clauses 16, 23 and 24, are also posted in your Creator dashboard. Notices to us are sent to legal@creamypeach.com, with "Creator Agreement notice" in the subject line, or to the postal address in clause 1.1.

25.2 An email notice is treated as received on the Business Day after it is sent, unless the sender receives a delivery failure. A dashboard notice is treated as received when you next log in or 5 days after posting, whichever is earlier. A postal notice is treated as received 5 Business Days after posting by registered mail.

25.3 You are responsible for keeping your registered email address current and for checking it. A notice sent to the address registered at the time of sending is valid even if you have changed address without telling us.

26. General provisions

26.1 **Entire agreement.** This Agreement, with its Schedules and the Platform Policies it references, is the entire agreement between you and CreamyPeach about its subject matter and replaces all earlier agreements, representations and understandings. Each party confirms it has not relied on any statement not set out in this Agreement.

26.2 **Assignment.** We may assign or transfer this Agreement, in whole or in part, to an affiliate or to a successor to the business of the Platform, and will notify you. You may not assign, transfer, charge or sub-contract any of your rights or obligations under this Agreement without our prior written consent.

26.3 **Sub-contractors.** We may use sub-contractors, including Payment Processors, Payout Providers, the Verification Provider, hosting providers and AI providers, to perform this Agreement, and remain responsible for our obligations.

26.4 **Force majeure.** Neither party is liable for failure or delay in performing an obligation, other than an obligation to pay money, caused by an event beyond its reasonable control, including failure of a Payment Processor or payment network, action of a competent authority, change in law, cyber-attack, failure of telecommunications or power, or a natural disaster, provided it notifies the other party and uses reasonable efforts to resume performance.

26.5 **Change of circumstances.** Each party expressly assumes the risk of a change in circumstances after the conclusion of this Agreement, in accordance with Article 1271(3) (c) of the Civil Code, except as provided in clause 23.

26.6 **Severability.** If any provision of this Agreement is found invalid or unenforceable, it is to be read down to the minimum extent necessary, or if that is not possible severed, and the remaining provisions continue in full force.

26.7 **Waiver.** A failure or delay by either party in exercising a right under this Agreement is not a waiver of that right. A waiver is effective only if given in writing and applies only to the circumstances for which it is given.

26.8 **Third parties.** Except for the persons indemnified under clause 21, no person other than you and CreamyPeach has any right to enforce this Agreement.

26.9 **Electronic records.** Records of acceptance, notices, statements and transactions kept by us in electronic form are admissible as evidence of their content, and each party agrees not to contest their admissibility on the sole ground that they are electronic.

26.10 **Costs.** Each party bears its own costs of entering into this Agreement.

27. Express acceptance of specific clauses (Article 1203 Civil Code)

27.1 Under Article 1203 of the Civil Code, standard clauses that limit liability, allow a party to suspend performance or to terminate the contract, impose time limits or forfeitures, or determine the applicable law or the competent court are effective only if the other party accepts them expressly and in writing.

27.2 By ticking the separate box below, which is presented to you after the general acceptance in clause 1.3 and cannot be pre-ticked, you expressly accept each of the following clauses, having read them in full:

1. clause 9.6 (statements treated as accepted after 60 days); 2. clause 10.5 (conditions to payout) and clause 10.7 (unclaimed balances); 3. clause 11.5 (Reserve) and clause 11.6 (set-off); 4. clause 12.3 (deemed acceptance of Self-Billed Invoices); 5. clause 16.3 (termination by us on notice), clause 16.4 (immediate termination) and clause

16.5 (restriction and suspension); 6. clause 17.2 (final payout timing and withholding on termination for breach); 7. clause 22 (liability), including the exclusion in clause 22.3, the cap in clause 22.4 and the time limit in clause 22.6; 8. clause 23 (our right to change this Agreement on notice); 9. clause 24.3 (governing law) and clause 24.4 (jurisdiction); and

10. clause 26.5 (assumption of the risk of a change in circumstances).

27.3 **Checkbox text:** "I have read clauses 9.6, 10.5, 10.7, 11.5, 11.6, 12.3, 16.3, 16.4, 16.5, 17.2, 22, 23, 24.3, 24.4 and 26.5 of the Creator Agreement and I expressly accept them in accordance with Article 1203 of the Romanian Civil Code."

27.4 Your express acceptance is recorded separately from your general acceptance, with the same data described in clause 1.3, and is included in the copy of the Agreement we provide on request.

28. Agencies and managers

28.1 **Appointing an Agent.** You may appoint an agency, manager or assistant (an **Agent**) to help you operate your Creator Account by notifying us in Account settings of the Agent's legal name, contact details and scope of authority. The Agent must complete the verification we require, and we may refuse or remove any Agent.

28.2 **You remain the only party.** This Agreement is between you and CreamyPeach only. The acts and omissions of your Agent are treated as yours; the warranties in clause 14, the Content Standards and clause 6 apply to everything the Agent does; and you must ensure that the Agent complies with this Agreement and with Applicable Law, including data protection law in respect of any Fan data the Agent can see.

28.3 **Payouts.** Creator Earnings are paid only to a payout account verified in your own name. We pay an Agent only if you give us a signed written payment mandate, the Agent completes know-your-business verification with us and with the Payout Provider, and the law of your country permits it. You remain responsible for the tax treatment of any amount you share with an Agent. A change of payout account or Payout Provider takes effect only after re-verification under clause 3.2 and a hold of 72 hours, during which no payout is made to the new account.

28.4 **Agency agreements with CreamyPeach.** Where an agency has signed a separate agreement with CreamyPeach for onboarding its roster, that agreement governs only the agency's own relationship with CreamyPeach. It does not vary this Agreement, and by joining through an agency you confirm that you have agreed to the agency's role and its remuneration directly with the agency.

28.5 **Revocation and suspension.** You may revoke an Agent's authority at any time in Account settings, with effect from the time we process the change. We may suspend an Agent's access immediately where we detect misuse, legal risk or Fan complaints, and we will tell you.

28.6 **Limits.** An Agent may never configure the AI Chat Assistant in breach of clause 7.3, upload content of a Depicted Person without the Performer Documentation required by clause 6.4, change

your payout account, or accept this Agreement or an updated version on your behalf unless the Agent holds a written power of attorney that we have verified.

Schedule 1 — Commercial Terms

These values apply from the effective date of this version and may be changed only under clause 23. Where the Agreement refers to a value "in Schedule 1", this is the table that governs.

Item	Clause	Value
Creator Share	9.1	85% of Net Revenue
Platform Fee	9.3	15% of Net Revenue
VAT on Fan Payments	8.2, 8.4, 13.4	Added on top of Creator-set net prices at checkout at the rate of the Fan's country, and charged on Wallet deposits at the time of deposit; borne by the Fan; declared and paid by CreamyPeach; excluded from Gross Fan Payments and Net Revenue
Payment processing costs	9.2(a)	Fees, charges and currency conversion costs actually charged by Payment Processors and payment networks on the full amount charged to the Fan (including the VAT element), passed through at cost and itemised on the monthly statement
Calculation currency	9.5	USD
Clearance Period	10.1	15 days from the date of the Fan Payment; up to 30 days in the exceptional cases in clause 10.1
Custom Content dispute window	10.2	7 days from delivery
Withdrawals	10.3	On request, whenever Available Balance reaches the Minimum Payout
Minimum Payout	10.3	USD 50 or its equivalent
Payout Providers	10.4	As listed in the Creator dashboard at the time of the payout
Receiving fees and conversion	10.4	Fees charged by the Payout Provider or the Creator's bank for receiving funds, and any conversion they apply, are borne by the Creator
Chargeback fee	11.1	The amount charged to CreamyPeach by the Payment Processor or payment network for that Chargeback, shown on the statement
Excessive Chargeback ratio	11.4	Chargebacks exceeding 1% of Fan Payments by count, or 10 Chargebacks, in a calendar month
Reserve	11.5	Up to 10% of Creator Earnings, held for up to 90 days from each deduction
New-account threshold	11.5(b)	Gross Fan Payments above USD 2,000 within the first 60 days of the Creator Account
Monthly statement	12.1	Issued within 10 days after month end
Objection window for Self-Billed Invoices	12.3	5 Business Days from availability
Statement error window	9.6	60 days from the end of the period
Price limits	8.2	As published on the Platform's pricing page at the time the price is set; all limits are net of VAT

Final payout after termination	17.2	60 days after termination takes effect

Schedule 2 — Self-Billing Agreement (Acord de autofacturare)

This Schedule is the prior agreement (acord prealabil) under Article 319(18) of the Fiscal Code (Law no. 227/2015) and the Methodological Norms approved by Government Decision no. 1/2016, by which the beneficiary of services issues invoices in the name and on behalf of the supplier. It is concluded between PEACHCREAM S.R.L. (the **Beneficiary**) and the Creator identified in the Tax Status Declaration (the **Supplier**) on the date the Creator accepts the Creator Agreement, and before any invoice is issued under it.

1. Object. The Beneficiary will issue, in the name and on behalf of the Supplier, invoices (**Self-Billed Invoices**) for the consideration payable to the Supplier under clause 9 of the Creator Agreement for the Creator Services, being content-creation and related services (the **Services**). The Self-Billed Invoice for a month documents the fee for the Services performed in that month.

2. Frequency and basis. One Self-Billed Invoice is issued for each calendar month in which Creator Earnings accrue, within 10 days after the end of that month, on the basis of the monthly statement under clause 12.1. The invoice date is the date of issue; the Services are regarded as supplied continuously and the chargeable event arises at the end of each month.

3. Acceptance procedure. Each Self-Billed Invoice is made available in the Supplier's Creator dashboard and sent to the Supplier's registered email address. The Supplier accepts a Self-Billed Invoice: (a) expressly, by confirming it in the dashboard; or (b) implicitly, by not objecting in writing within 5 Business Days of it being made available, or by accepting payment of the amount shown. An objection must identify the item disputed and the reason. Where the objection is justified, the Beneficiary issues a corrected Self-Billed Invoice or a credit note under the same procedure.

4. Content. Each Self-Billed Invoice contains the information required by Article 319(20) of the Fiscal Code, including: series and sequential number; date of issue; the Supplier's name, address and, where applicable, VAT identification number or fiscal registration code; the Beneficiary's name, address and VAT identification number; a description of the Services ("servicii de creare de conținut digital și servicii conexe") and the period concerned; the taxable amount; the VAT rate and amount, or the applicable mention where no VAT is charged ("taxare inversă" for Suppliers established outside Romania, and the mention of the small-enterprise exemption where the Supplier is a Romanian business not registered for VAT); and the mention "autofactură" together with "emisă în numele și în contul furnizorului conform art. 319 alin. (18) Cod fiscal".

5. Numbering. The Beneficiary allocates to each Supplier a dedicated invoice series, numbered sequentially without gaps, and records that series in its invoice register. The Supplier will not use that series for its own invoices.

6. Transmission and electronic invoicing. Self-Billed Invoices are issued electronically. Where Applicable Law requires transmission through the national electronic invoicing system (RO e-Factura), the Beneficiary transmits the Self-Billed Invoice in the name and on behalf of the Supplier using the Beneficiary's own credentials and technical infrastructure, and the Supplier will register in the RO e-Factura Register where required and will provide any identifier needed. The Supplier agrees that such transmission by the Beneficiary satisfies the Supplier's own transmission obligation for that invoice.

7. Supplier's obligations. The Supplier will: (a) inform the Beneficiary, through the Tax Status Declaration and within 10 days of any change, of its VAT registration status, VAT number, business form, name and address; (b) record each Self-Billed Invoice in its own accounting and, where applicable, in its sales journal and VAT returns and informative declarations, as if it had issued the invoice itself; (c) not issue its own invoice for a period already covered by a Self-Billed Invoice except

under clause 12.6 of the Creator Agreement; and (d) keep copies of Self-Billed Invoices for the period required by law.

8. Beneficiary's obligations. The Beneficiary will: (a) issue Self-Billed Invoices accurately and on time on the basis of the monthly statement; (b) keep an invoice register showing, for each Supplier, the series and numbers of Self-Billed Invoices issued; (c) record Self-Billed Invoices in its own purchase journal and declarations; (d) keep copies for the period required by Law no. 82/1991 on accounting and the Fiscal Code; and (e) provide the Supplier, on request, with copies of any Self-Billed Invoice and with a yearly summary.

9. Corrections. Corrections, cancellations and credit notes relating to Self-Billed Invoices are issued by the Beneficiary in the Supplier's name under the same procedure and are subject to the same acceptance procedure.

10. Evidence of this agreement. The parties record the Supplier's acceptance of the Creator Agreement, including this Schedule, with the date, time, version, account identifier and network address, and each party will produce that record to the tax authorities on request as proof that this prior agreement exists.

11. Duration. This Schedule takes effect on the date of acceptance and continues for the term of the Creator Agreement and thereafter until all Creator Earnings have been invoiced. Either party may end it on 30 days' written notice without ending the Creator Agreement; from the next full month the Supplier will invoice the Beneficiary itself.

12. Governing law. This Schedule is governed by Romanian law and forms part of the Creator Agreement.

Schedule 3 — Content Standards

These Content Standards apply to all Creator Content, to messages sent to Fans (including by the AI Chat Assistant), to profile text and images, and to prompts entered into the Studio. They reflect Applicable Law and the Card Scheme Rules for adult content. A breach of Part A results in immediate termination under clause 16.4 and may be reported to the authorities. A breach of Part B or Part C results in removal of the content and, depending on seriousness and repetition, warning, suspension or termination under clause 16.

Part A — Absolutely prohibited 1. Any sexual or sexualised depiction of a person under 18, real or fictional, photographic, drawn, animated or AI-generated, and any content that presents an adult as a minor through age statements, styling, props, settings, language or role-play. 2. Any depiction of sexual activity that is non-consensual, or that is presented as non-consensual, including simulated rape, coercion, blackmail, drugging or sexual activity with a person who is asleep, unconscious, intoxicated or otherwise unable to consent. 3. Any sexual depiction of a real, identifiable person who has not given written consent, including edited, face-swapped, voice-cloned or AI-generated material, and any content obtained by hidden camera, hacking or without the knowledge of the person depicted. 4. Any content that involves, promotes or results from human trafficking, sexual exploitation, prostitution arranged through the Platform, or the abuse of a person in a position of vulnerability. 5. Bestiality, necrophilia, and sexual content involving excrement. 6. Content that incites or depicts serious violence, terrorism or the glorification of either.

Part B — Prohibited 7. Content that presents sexual activity between family members, including role-play that uses family terms to that effect. 8. Sexual content involving weapons, blood, injury, strangulation, asphyxiation, or the use of illegal drugs. 9. Sexual content filmed in a public place where it is unlawful, or that shows bystanders who have not consented.

10. Soliciting or arranging in-person sexual services, meetings or escorting, whether through content, profile text or messages.
11. Content that infringes a third party's Intellectual Property Rights, including commercial music, film or television excerpts, logos, and content copied from other creators or platforms without a licence.
12. Hate speech, harassment, threats, doxxing, and content that discriminates on the basis of race, ethnicity, religion, disability, sex, sexual orientation or gender identity.
13. Content that advertises or sells illegal goods or services, gambling, or financial products, or that solicits payment outside the Platform in breach of clause 8.6.
14. Spam, malware, deceptive links, and content designed to manipulate the Platform's ranking or payment systems.
15. Content that discloses a Fan's or a third party's personal data without consent.

Part C — Required practices

16. Hold Performer Documentation under clause 6.4 for every Depicted Person before uploading.
17. Mark AI-generated or AI-modified content as such when uploading, using the Platform's AI flag. The Platform labels that content to Fans as required by Article 50 of Regulation (EU) 2024/1689. Do not mark AI-generated content as a real recording, and do not present an AI-generated persona as a real person's body or likeness.
18. Do not remove or obscure the Platform's watermarks or technical protection measures.

19. Ensure that any Collaborator has agreed in writing to the distribution of the content on the Platform and to its use by the AI Tools.
20. Comply with Law no. 196/2003: content accessible only to verified adult Fans who have paid or subscribed, with the warnings the Platform displays.
21. Keep profile information truthful about age, the nature of content offered and the use of the AI Chat Assistant, within the limits of clause 7.

Part D — Review and appeals Content is screened by automated systems and reviewed by trained human moderators before publication; messages are screened automatically and reviewed where flagged, reported or sampled. Decisions are notified with reasons under clause 16.6 and can be contested under clause 24.1. The Platform's internal complaint process is also available to Fans and third parties who report content, in accordance with Regulation (EU) 2022/2065.

Schedule 4 — Tax Status Declaration and Documentation

Every Creator completes this declaration before the first payout, confirms it each January, and updates it within 10 days of any change. The Creator selects one category and provides the documents listed. CreamyPeach applies the treatment shown, in accordance with clauses 12 and 13. Romanian tax-resident individuals who do not contract through a registered business form cannot be accepted as Creators (clause 3.1(f)).

Category	Who it covers	Documents required	Treatment applied by CreamyPeach
A — Romanian business	An authorised natural person (PFA), individual enterprise, family enterprise or legal entity registered in Romania	Trade Register certificate or registration certificate; fiscal registration code (CUI/CIF); VAT registration status and number if registered; registered office; identity of the owner or representative (via Verification Provider); IBAN or payout account identifier	No withholding. Self-Billed Invoice issued monthly; Romanian VAT added if the Creator is VAT-registered, otherwise no VAT. Creator declares and pays its own taxes.
B — Non-resident individual	A natural person who is not a Romanian tax resident and acts in a professional capacity	Identity document (via Verification Provider); residential address; foreign tax identification number; VAT identification number if any; certificate of tax residence from the home tax authority, renewed annually; declaration that the Creator Services are performed outside Romania; payout account identifier	No withholding expected: fees for services performed outside Romania are not income obtained from Romania. Self-Billed Invoice issued without VAT and with the reverse-charge mention; CreamyPeach accounts for Romanian VAT under the reverse-charge mechanism.
C — Non-resident entity	A company or other entity established outside Romania	Certificate of incorporation or extract from the commercial register; registered address; tax identification number; VAT identification number if any; certificate of tax residence, renewed annually; identity of the representative and of beneficial owners holding 25% or more where required under Law no. 129/2019; declaration that the Creator Services are performed outside Romania	As for Category B.

Declarations made by every Creator 1. The information I have provided is true, accurate and complete, and I will update it within 10 days of any change. 2. I understand that CreamyPeach relies on this declaration to determine the invoicing treatment of my Creator Earnings and whether any tax must be withheld from them, and that any tax, contribution, interest or penalty resulting from inaccurate information is for my account under clause 13.7 and clause 21. 3. I understand that CreamyPeach may report my identity, tax identification number, Creator Earnings, fees and any withheld taxes to the Romanian tax authority under the rules implementing Council Directive (EU) 2021/514, and that the Romanian tax authority may share that information with the tax authority of my country of residence. 4. I consent to CreamyPeach sharing the information in this declaration with Payout Providers to the extent they require it to pay me. 5. (Category A only) I confirm that I

contract through the Romanian business form stated above, that I will record the Self-Billed Invoices issued in my name in my own accounts, and that I will tell CreamyPeach within 10 days if my VAT registration status changes. 6. (Categories B and C only) I confirm that I perform the Creator Services outside Romania, that I have no permanent establishment or fixed base in Romania, and that I will provide and renew annually a certificate of tax residence issued by my tax authority.

Annual documents from CreamyPeach By 31 March each year CreamyPeach provides each Creator with a statement for the previous calendar year showing total Creator Earnings, each category of deduction, any Withholding Tax withheld and paid, and the Self-Billed Invoices issued, and, where any tax was withheld, a certificate of tax withheld suitable for claiming credit in the Creator's country of residence.

Schedule 5 — Signup flow and acceptance record (implementation guide)

This Schedule describes how the Platform obtains and records a Creator's acceptance, so that CreamyPeach can prove to a court, a tax inspector or a Payment Processor who accepted which version, when, and what they expressly agreed to. It is part of the Agreement so that the Creator knows what is recorded.

Order of steps 1. Create account with email, password and Creator display name. Fan Terms and Privacy Policy are accepted at this step, as for any user. 2. Identity and age verification through the Verification Provider (clause 3.2). The flow does not continue until the result is "verified". 3. Tax Status Declaration (Schedule 4): category selection, data fields, document uploads, the six declarations as individual checkboxes. 4. Payout setup through the Payout Provider. 5. Creator Agreement acceptance, on a single screen that shows the full Agreement in a scrollable panel with a download link, followed by the two checkboxes below. Both boxes are unticked by default; the "Continue" button is disabled until both are ticked. 6. Confirmation email containing the accepted version of the Agreement as a PDF, the acceptance timestamp and the acceptance reference.

Checkbox 1 — general acceptance (clause 1.3) "I have read and agree to the Creator Agreement (Version 1.2), including Schedule 2 (Self-Billing Agreement), Schedule 3 (Content Standards) and Schedule 4 (Tax Status Declaration), and I confirm that I am at least 18 years old and am entering into this Agreement for business purposes."

Checkbox 2 — express acceptance (clause 27) "I have read clauses 9.6, 10.5, 10.7, 11.5, 11.6, 12.3, 16.3, 16.4, 16.5, 17.2, 22, 23, 24.3, 24.4 and

26.5 of the Creator Agreement and I expressly accept them in accordance with Article 1203 of the Romanian Civil Code."

Each clause number in Checkbox 2 is a link that scrolls the panel to that clause.

Acceptance record For each checkbox, the Platform stores the following in an append-only table that is never edited or deleted, retained for 10 years after the Creator Account closes.

Field	Content
Acceptance ID	Unique reference, shown to the Creator in the confirmation email
Creator account ID	Internal identifier
Verification reference	Identifier of the Verification Provider's completed check
Legal name	As verified
Checkbox	1 (general) or 2 (express, Article 1203)
Agreement version	Version number and effective date
Document hash	SHA-256 of the exact text displayed
Timestamp	UTC, to the second
IP address and user agent	As received by the Platform
Tax Status Declaration version	Reference to the declaration in force at acceptance

When re-acceptance is required

- A new version of the Agreement after the notice period in clause 23: the Creator is shown the change summary and the new version at next login and must tick both boxes again before uploading new content or receiving a payout.
- A change of Tax Status Declaration category: the Creator re-confirms Schedule 4 and Checkbox 1.
- A change of legal name or business form: full re-verification and re-acceptance.
- Every six months: re-verification of identity through the Verification Provider under clause 3.2, with 30 days from the notification to complete it; no re-acceptance of the Agreement is required unless a new version has been published.

Copies Every published version of the Agreement is archived with its hash and effective date. A Creator can download the version they accepted from the dashboard at any time, and CreamyPeach can produce the acceptance record and the archived text for any inspection.