

CUMROCKET TERMS OF SERVICE

Last Updated: August 5th, 2021

Terms of Use:

PLEASE READ THESE TERMS OF USE CAREFULLY -- By making use of our website and Services you are agreeing to the following Terms:

1. ***Introduction:***

Welcome to the CumRocket website(s), and we ask that you carefully read all of the following terms, which you agree shall govern our relationship as you use our Services. By accessing our Platform and using our Service, including registering for a user account, you agree to these Terms. Only adults may access our Platform. Should you not now or in the future want to or be able to abide by these terms then you must not use the website(s), and must leave now.

CumRocket is an adult-only social media platform, allowing users to monetize and share their adult content with each other, and to network with each other. We seek to provide access to innovations in the space of distributed ledger technology, and we may offer users the ability to leverage distributed ledger technology to facilitate payments, data provision, verification, or for other purposes.

CumRocket, LLC is a registered Delaware corporation with file number 6014985 whose registered mailing address is 16192 Coastal Highway, Lewes, Delaware, ZIP code 19958, and we can be reached for general information and inquiries at support@cumrocket.io.

These Terms shall be governed by the laws and regulations of the State of Delaware, falling within the Kent County courts of jurisdiction.

Should you have any questions or concerns regarding our website or Services, or seek to report a violation of our Terms of Use, please contact us at support@cumrocket.io or abuse@cumrocket.io respectively.

2. **Interpretation:**

- A. CumRocket is the property of CumRocket, LLC, who own and operate the CumRocket website and related intellectual property (“we”, “us”, “our”, the “Company”).
- B. We refer to our websites and related services at www.cumrocket.io and www.cumrocketnft.com, services offered at subdomains of these websites, and other services added in the future, as “CumRocket”, “Service,” or “Platform.”
- C. “Media” refers to any content uploaded to the Service or associated blockchain, including media such as, but not limited to, photo and video in 2D or 3D, VR media, audio, livestream material, data, metadata, text, messages, comments, reactions, and any other relevant media.
- D. “Crypto Content” refers to any Media that may take the form of or as non-fungible or fungible tokens, and be implemented on the Binance Smart Chain, Ethereum, or similar distributed ledger technology using smart contracts, and which is accessible through our Service. (“Content”)
- E. “User” refers to any and all users of our Service, also referred to as “you” or “your”.
- F. “Creator” refers to any User who has requested and been approved for the uploading, posting, participation, or benefacting in Content accessible on our Service, and may also be referred to as “you” or “your” in the context of these Terms.
- G. “User Payments” refers to the third-party transactions Users conduct with other Users, including and principally Creators, typically for the provision or resale of Content accessible on or viewable through our Service. These include but are not limited to purchases, subscriptions, tips, auctions, and other methods of transaction facilitated by third-party extensions, enabled by distributed ledger technology, and initiated on or through our Service, collectively referred to in the Sales process as User Payments.
- H. “Sales” refers to the process by which we help Users locate and initiate transactions for Crypto Content, facilitated by third-party extensions and fulfilled by distributed ledger technology, such as Binance Smart Chain, Ethereum, or similar. See our Sales Process section for more information.
- I. “Terms of Service” (“your agreement with us”) refers to the entire legally binding agreement between us, consisting of each of: these “Terms of Use,” and our “Privacy Policy,” “User Account Policy,” “Creator Policy,” “Acceptable Use Policy,” and “Arbitration Policy,” taken together known collectively as these “Terms.”

3. **Acceptance:**

By using our website and Services you agree that you have read and understand our Terms of Use, and all of its attached conditions. You understand that our Services are prohibited to, and not intended for, minors. You consent that you are both at least 18-years old, and the minimum age of majority for the consumption of adult material in your jurisdiction of residence. You are prohibited from using our Service if you cannot or are not able to accept the entirety of these Terms, to the extent required by all applicable laws. You are responsible for ensuring your compliance with this agreement is acceptable and legal from your jurisdiction, and you must not make use of our service if it is not.

Moreover, you understand and agree that you are responsible for ensuring you have the necessary hardware and software technology to access and utilize our Service, such as but not limited to third-party extensions or applications. The company will only be responsible for the data protection required by current legislation. You are not permitted to share your password or account access information with third-parties, to share accounts, or to utilize multiple accounts. Users are responsible for diligently following best practices to secure their own personal information and access information to the best of their ability.

You understand that third-party extensions are not provided by us and are governed by their own Terms of Use and Privacy Policy. By performing a User Payment facilitated by a third-party extension, initiated on our Platform, you are agreeing that you understand and consent to the Terms of Use and Privacy Policy of these third-parties, as appropriate to that third-party. CumRocket serves as a social media network through which Users can initiate and perform Sales of third-party Content, fulfilled by third-party extensions, and is not in any way a brokerage, financial institution, trading entity, or any other form of direct market or direct payment processor.

These Terms shall survive the termination of this agreement to the extent that clauses of these terms and conditions are permissible to survive the termination, as determined by applicable law. This means that if we suspend or terminate your Account, you are still obligated to respect certain terms and conditions, including but not limited to those Terms of indemnification and limitation of liability, the jurisdiction of governing law applied to this agreement, any confidentiality obligations arising from your use of the Service and related Terms, and other survivable Terms, insofar as they may be permitted to survive the suspension or termination.

Our failure to enforce any provision of these Terms shall not constitute a waiver of rights or responsibilities, on the part of either party, and we shall have no obligation to promptly enforce any provision of this agreement not otherwise mandated by law, and we shall retain in perpetuity all of our rights and remedies laid out by these Terms to the fullest extent permitted by applicable law and the conditions of these Terms themselves.

Furthermore you accept the severability of these Terms of Use, meaning if any or part of these Terms are found to be unenforceable or inadmissible by a relevant jurisdiction, that that clause shall be severed from the Terms insofar as it's unenforceable, without affecting the remainder or spirit of these Terms, and that the agreement will continue with respect to all remaining Terms unaffected by the severance.

Finally, to reiterate, our website is not intended for minors or anyone under the legal age of majority for adult content consumption in their jurisdiction. If you are not an adult you cannot use our Service. You understand this and affirm you are an adult, you can legally use our Services.

4. ***Modification of the Terms of Use:***

We reserve the right to make any changes to these Terms of Use or the Privacy Policy or other included policies at any time, without prior notice, to affect important regulatory and legal changes necessitating the change of Terms, or as necessary in the pursuit of our business, at our sole discretion. We will inform you of all changes as they occur, with notice or message by our website or Service, or to your Account email address, or by other communication method as determined by your Account preferences, in addition to reflecting all changes with the Last Updated date found at the top of these Terms.

We reserve the right to terminate service to any User at any time, at our sole discretion. You understand that we will exercise this right to maintain our Content Policy, detailed below, including but not limited to protecting minors and prevent minors from accessing our Platform or any content accessible through our Platform, to prevent any illegal conduct or crimes, including money-laundering or the financing of terrorism, at the request of authorized law enforcement or in the course of participation with an authorized law enforcement investigation, or for any other purpose or reason we deem appropriate.

When possible we will notify you of any planned modifications of these Terms ahead of time, providing you with the opportunity to review the updated Terms prior to their implementation, and to suspend or terminate your participation in

this agreement at any time beforehand according to the conditions set forth in these Terms prior to their planned modification. We may notify you of planned and implemented modifications the same way we may for otherwise un-planned modifications, described above.

You confirm that you understand and accept these and any changes revising the Terms, incorporated herein by reference, when you continue to use the Service. We ask that you frequently review these Terms to ensure that you understand the terms and conditions that apply to your use of the Service. If you do not agree to, or cannot agree to these revised Terms, you may not continue to use the Service.

5. ***Regarding our Privacy Policy:***

We ask that you refer to our Privacy Policy for information on our use, collection, and sharing of your personal and non-personal information. It is important that you carefully read and understand our Privacy Policy, as it dictates what data we collect from you, how we use it, who it's shared with, and why; further, it details how you can exercise any rights you have concerning your data.

You can find our Privacy Policy here <link>.

6. ***Regarding our User Account Policy and Creator Policy:***

Please read, review, and refer to our User Account Policy as appropriate. It is your responsibility to understand what data we collect and require for verification, and to be fully compliant, to keep it updated, and to follow any and all other terms as set out by our User Account Policy.

You can find our User Account Policy attached below as an annex to these Terms.

Furthermore, User's that intend to post any Content as a Creator are additionally subject to our Creator Policy, including the terms and conditions to which their registration is subject and the reciprocal rights and obligations granted by both parties.

You can find our Creator Policy attached below as an annex to these Terms.

7. ***Regarding our Arbitration Policy:***

These conditions are important, affecting your legal rights and obligations, so we encourage you to read them carefully. These Terms include an arbitration

clause, linked below, which will, with limited exceptions, require that any disputes between us be submitted to binding and final arbitration as described. Please ensure that you have carefully read and understood our Arbitration Policy.

Regarding the arbitration policy generally, ensure you understand that:

- 1) This will permit you to pursue claims and seek relief against us on only an individual basis, not as a plaintiff or class action member to any class or representative action proceeding; and that,
- 2) You are agreeing to mandatory and individual arbitration for the resolution of disputes and waiving your right to a jury trial of your claims.

You can find our Arbitration Policy attached below as an annex to these Terms.

8. ***Regarding our Acceptable Use Policy:***

Our Usage Policy governs the actions, conditions, and content we consider acceptable and obligations and commitments you make in turn by using our Platform. It further governs all prohibited usage and disallowed content which we disallow. It is especially important that you are familiar with our Content Policy as a Creator before attempting to upload or link any Media or Content to or through our Platform or Services, before doing so, to prevent any potential violation of prohibited use.

None of the Content uploaded by Users to the blockchain or to or by any distributed ledger technology is stored on, held by, or served through CumRocket directly. Moreover, the Service may include User generated Media, including but not limited to comments, messages, and tip notes that are not verified or approved by us, and the views and values expressed in any such Media do not represent our own. We take every reasonable and practical measure to the extent of our knowledge and ability to prevent the initiation of any unethical or illegal Media or Content upload or transaction, and encourage anybody with evidence or suspicion of a violation of these Terms to report the violation to abuse@cumrocket.io.

Please carefully read our entire Acceptable Use Policy, including any addendums or regular or announced changes we make as necessary over time, which you can find here: [Acceptable Use Policy <link>](#).

9. ***Changes to the Website and Platform:***

We may make updates to the website and Services in the required course of both development, maintenance, and operation of the website and Services. You understand that the development on the Platform and Services are a continually iterative process, that changes will occur, additional features may be introduced or removed over time, and that new content may become available or cease to be available.

Moreover, we may suspend, terminate, archive, or deactivate any portion of our website or Services at any time, at our sole discretion. In the course of protecting against malicious third-parties we may limit or throttle access to the website by regions or other profiling methods as necessary.

10. ***Maintenance and Service Interruptions:***

We will attempt to notify you ahead of time of all website and Service maintenance, and any and all interruptions related to maintenance or other necessary downtime. It will not always be possible to notify you ahead of time. We will notify you ahead of time for all scheduled, planned, and premeditated maintenance, which we hope shall be in all cases, but this is not guaranteed. You understand that service interruptions may arise spontaneously, preventing partial or whole access to the website and Services, in the normal course of operations.

We shall not be liable for any failure or delay in the performance of services resulting from causes beyond our reasonable control, including without limitation such circumstances as war, terrorism, riots, embargoes, civil unrest, flood, fire, natural disaster, general strikes or labour disputes, shortages of material, or acts of god.

We must also reinforce that we are not directly facilitating the provision of any assets, as Crypto Content is facilitated by distributed ledger technology such as through the Ethereum blockchain, or similar technology. As a result we cannot directly govern these networks, and have no influence over their network stability, functionality, maintenance, effectiveness, or survivability. We may be forced to perform our own maintenance by third-party extensions or blockchain networks, both scheduled and unscheduled. We cannot ensure that assets or transactions facilitated through distributed ledger technology will survive in perpetuity or operate consistently, and you understand that we serve only as a social media and marketplace platform to locate, search, and access content facilitated by third-parties, and to initiate Sales and User Payments using third-parties not associated with CumRocket.

11. ***The Support We Provide:***

CumRocket is dedicated to providing as prompt communication to our Users as possible, where possible.

You can reach us for general inquiries, questions, concerns, criticism, and support, whether relating to these Terms and Privacy Policy, or to CumRocket and the Service generally, at support@cumrocket.io.

If you wish to report a violation of our Terms of Service, including any relevant regulatory or legal limitations or exceptions as applicable to a particular jurisdiction, please contact us at abuse@cumrocket.io.

For other inquiries, social media networking, or support you can see our available, official social media channels and accounts listed on our website header at www.cumrocket.io.

These support channels are offered as a service, at our sole discretion, in addition to our direct contact information listed at the top of these Terms in the Introduction. For legal or business inquiries, please see our direct contact information.

12. ***Suspension of Services and Accounts:***

We may, at our sole discretion, suspend service to an individual User and or Account, or any collection or list of Accounts. We may do so in the course of and as necessary legal, regulatory, or business practice dictates, at our sole discretion. We may suspend, deactivate, or terminate a User's Account temporarily or permanently for any confirmed, or on suspicions of, violations of our Terms of Service, where we deem appropriate and at our sole discretion.

You understand that a suspension or termination of your Account will prevent your access to our website and Services, and that it will prohibit you permanently from using our Services on any other account, from registering a new Account with our services, or from accessing the website or Services in any other way. You may not resume using our Services at any point without our written authorization to do so. You understand that it is your responsibility to ensure your Account remains used responsibly, is inaccessible to minors, and is not being abused for any illegal or unethical conduct, or for any other reason that we may deem appropriate, at our sole discretion, including for no stated reason whatsoever, for the suspension or termination of services to your Account.

Following the suspension or termination of an account we may unlink, deactivate, or otherwise delist or handle a former Users Content in whatever way we see most appropriate, or as deemed appropriate by authorized law enforcement agencies.

We will endeavour to make every reasonable attempt, in our estimation, to contact you before any potential suspension or termination should be warranted and as any suspension or termination occurs. It is your responsibility to ensure accurate and up-to-date contact information is associated with your User Account, and to promptly action any necessary directives to prevent suspension or termination beforehand, such as requests to update or provide verifying identity information as permitted by our Privacy Policy, as well as to ensure the safeguarding against improper, unethical, or illegitimate use of your Account.

We are entitled to handle any User Media as we see fit following a suspension or termination, within the bounds permitted by our Privacy Policy, including archival, deletion, and submission to authorized law enforcement agencies as necessary.

13. ***Our Ownership Rights:***

Unless otherwise provided for by us in writing, the Service and all content and material found on our website, including, without limitation, the CumRocket branding and logo and all designs, text graphics, pictures, data, code, audio, or other media, and any other files and designs and the interface, arrangement and style of them, otherwise referred to as Media, on our websites are the proprietary property of us or our affiliated partners, licensors or Users, as applicable. We will retain all rights not expressly granted to you or implied by the agreement of these Terms, or as required and granted by applicable law.

Our Service includes or is facilitated partly or wholly by third-party applications, and technology, including distributed ledger technology such as Binance Smart Chain or Ethereum, and extensions such as for example MetaMask or similar, which are governed by their own licensing terms and usage terms relating to their software, and we retain the right to limit, prevent, encourage the usage of third-party applications and technology that is not directly governed by our terms or owned by ourselves, and we retain the right to directly integrate, package, partner with, or require the usage of third-party applications or technology with separate terms of usage as we see fit, at our sole discretion, in the course of conducting business.

We retain any and all relevant rights over our trademark and branding, and they may be used by third-parties only with prior written authorization by us. It is your responsibility to understand and respect both our trademarks and copyright, as well as that of our partners and affiliates whose Media, intellectual property, or other trademarked material may be visible or accessible through our site.

14. ***Intellectual Property Rights:***

You own the intellectual property and rights to any Media or Content you submit, you consent to all Media or Content, and you understand and consent to the submission of that Media or Content to us. You allow and understand that we are allowed to use and distribute any submitted Media or Content as permitted by these Terms and applicable law, and we are allowed to act on your behalf to moderate Media or Content in accordance with copyright.

We may ask for your permission to use and reuse your Media or Content, as permitted by applicable law, for advertising and promotional purposes. We will only make use of your Media or Content for advertising or promotional purposes if you elect and opt-in to allowing us to do so, and the conditions governing this usage can be found in our Creator Policy where they are not otherwise covered by these Terms.

It is understood that, regardless of your revocable preference for opting-in for promotional purposes, we reserve the right to use and distribute your Media or Content in accordance with the normal operating procedures of our business, including but not limited to enabling access to legitimate Media and Content through our Platform as facilitated by ourselves, third parties, or distributed ledger technology, providing information, statistics, or reference to Media and Content, and as otherwise determined by us in the course of normal business and as allowed by these Terms.

15. ***License to Use:***

We hereby grant you a limited, nonexclusive, non-transferable, non-sublicensable, unassignable, revocable and personal license to access and use our Services as entailed by these Terms. This license is subject to all these Terms, and expressly does not allow for the making of any derivatives of our Service, to data mine, extract, or gather information, data, or code, to download any portion of our own Service or other proprietary material or Content, except where we permit as much in writing. This license entails permission to use our Service legitimately for its intended purposes. You understand that we may revoke this license, at our sole discretion, in the

course of suspending or terminating an Account for any cause we deem sufficient as provided for by these Terms.

16. ***License to Hyperlink:***

We hereby grant you a limited, nonexclusive, and non-transferable right to use our website address for the creation of hyperlinks, posting hyperlinks to or from our websites or Service, so long as this use is for noncommercial purposes unless otherwise permitted by these Terms or is authorized by us in writing, and provided that any such references and linking does not portray us, Cumrocket, our branding, Creators, Users, or our affiliates or any related third-parties in a derogatory, defamatory, or otherwise misleading or inappropriate manner, including but not limited to illegal, offensive, harassing or otherwise harmful depictions or statements.

You require our express written authorization before you may link to our website, or any other website, using our proprietary logo(s), branding, or other protected graphics as detailed in these Terms. Furthermore, you may not post or create a link that suggests a formal association or partnership with us, without our written authorization. We may revoke these limited rights to hyperlinking at any time, at our sole discretion.

17. ***Indemnification:***

We have made no representations or warranties beyond these Terms and those required by governing law, and have entered into this agreement with you in good faith. You have read and understood these terms and conditions and agree to be bound by the obligations and commitments set forth, including agreeing to indemnify and hold us harmless from any and all claims, and against any loss, cost, liability, or damages of any kind that should arise out of any breach of these Terms, their conditions, and/or negligence or wilful misconduct. This means that we are not liable for or can be held liable for your breach of this agreement, whether wilful or negligent.

We have made no representations of liability for, and we are not liable for, any loss or gain in the purchasing power or analogous metrics of any asset facilitated by distributed ledger technology, which may otherwise be known as a cryptocurrency, digital asset, or utility token, which may be useable with third party utilities and extensions such as MetaMask or similar to facilitate payments, barter, tipping, or other blockchain-enabled transaction methods, that our Platform may provide access to.

18. **Sales Process:**

We act as a service provider for content creators to distribute media and mint Content, and to market and monetize that media and Content to consumers. In turn, we enable users to browse, locate, view, and bid on or purchase media and Content.

Creators may provide chat or messaging services, or other goods or services, not facilitated by distributed ledger technology directly. Creators may provide cryptographically secured, enabled, or distributed Content, which is directly reliant upon distributed ledger technology. Users may resell Content which takes the form of a resellable digital asset, such as non-fungible tokens. In either case, we act as a marketplace and platform service provider for the marketing and monetization of these third-party or direct-to-consumer services.

Transactions utilizing distributed ledger technology utilize and are contingent upon third-party extensions and applications, such as MetaMask, through distributed ledgers (a blockchain) such as the Binance Smart Chain or Ethereum networks.

Creators may accrue a royalty fee on the resales of their content, and may also accrue a referral bonus from the initial sale of a referee's content. In either case, CumRocket will accrue a platform fee from cryptographic transactions facilitated through our Service.

For example, a user can purchase a limited edition piece of Content from a Consumer. They would search for or navigate to the Content's page on our Service, where they may be prompted to connect their MetaMask or other third-party application (blockchain wallet). They may then attempt to Approve a transaction for the Content, whereupon MetaMask will present them with a prompt to approve that purchase. If MetaMask approves the transaction the user may finally select Buy Now, whereupon the blockchain will facilitate the final transaction between user and Creator, minting a new piece of Content to the purchaser in exchange for the funds to the Creator.

In another example, one user may have listed for resale a piece of Content, which a second user decides to purchase. This transaction is handled functionally the same way as described above. However, the user selling the Content will instead receive the resale amount, less any royalty fee that accrues to the original Creator that minted it.

User Account Policy:

This Policy governs how you register for a User Account, how we handle and manage your data, and the rights and obligations entailed by both parties. You should read this section carefully and be sure you understand and regularly review or re-read it to remain fully informed of any changes governing this agreement. This Policy is a constituent of our broader Terms, and incorporates its terminology.

1. By submitting this information and agreeing to register an Account with us you are confirming that you have read and understood our Privacy Policy, and that you understand and expressly consent to the collection, use, and disclosure of your information as provided for in our Privacy Policy.
2. By continuing to register an Account with us, and to use our Service with that Account, you understand and agree to the conditions set forth in our Sales process, including but not limited to understanding that we merely initiate transactions that are facilitated by third-party extensions, applications, and technology, such as distributed ledger technology, and that we have no direct control or authority over the management of these third-parties nor of any distributed ledger technology. This means that we cannot be liable for any content on the blockchain, or any other kind of distributed ledger, and that we only control our website and Services ability to interface with, surface, or present distributed transactions and assets to Users. We will take all reasonable steps to ensure our Service does not interface with any unethical, illegal, or prohibited Content or Media, and we ask you to please report any violations of our Terms of Use to us promptly at abuse@cumrocket.io.
3. By registering for an account you agree to submit and provide only up-to-date, accurate, and verifiable information about yourself, and to maintain the accuracy of this information from time to time as necessitated by circumstances beyond our control, including any change to your personal information. You are responsible for maintaining the confidentiality and security of your own password and accept all risks of unauthorized access to your account information arising from your own failure to maintain the confidentiality of your password or other information. You must immediately notify us if you suspect or discover that a breach of your password, Account, or our Services have occurred. Your information can be updated directly on our website as provided for.
4. We do not allow users to make multiple Accounts, you may have only one account, and we will suspend or terminate any Account found to be in contravention of this condition, at our sole discretion. You may not register for an Account if it is illegal for you to do so by applicable law.

5. If your Account has been suspended or terminated you may not create a new account or use any other account without our prior written authorization. You may never share your Account, or password, with anyone. You may not login to or access our Services through any other third-party client, website, interface, or other entity without our prior written authorization. You may never buy, sell, lease, or rent your Account to another person or entity, under any circumstances. You may never allow your Account to be used by, or to be accessible by, minors.
6. You agree to allow us to communicate with you by email, which you will provide through the Account Registration process, and alternatively by other means you may provide for in your Account preferences, including but not limited to written or paper correspondence, notification via the website messaging or indication, or similar. Notification and communication by electronic means, particularly email, is our primary and provided method of communication. You understand that and agree that any communications, notifications, agreements, disclosures, or other communications we provide to you by electronic means will satisfy the legal requirements for communications by writing. It is your responsibility to maintain electronic and paper copies of these communications for your records.
7. We may elect to send you promotional communications by electronic means, or any other communications medium you provide for in your account preferences, as allowed by law, including but not limited to updates, giveaways, special offers, surveys, and other advertisements or promotions. You may at any time opt out of receiving these and any other promotional communications, or optional notifications, through your account preferences and any other acceptable methods of opting-out that we may provide.
8. We reserve the right to suspend or terminate a User's Account at any time, for any reason, at our sole discretion, without notice. We may not be able to notify you, or may not be able to notify you beforehand, but we will endeavor to notify you of any suspension or termination of your Account insofar as we deem it necessary. We may deactivate, archive, suspend, or terminate an account at any time for what we deem to be a reasonable period of inactivity, at our sole discretion.
9. Registration of all User Account's are bound by these terms and conditions. Further terms and conditions will apply, as follows, if a User elects or intends to verify as a Creator. The terms and conditions governing registration of a Creator's Account are included in our Creator Policy.

Creator Policy:

This Policy governs the additional terms and conditions applicable to Creator's, how we handle and manage your data, and the rights and obligations entailed by both parties. You should read this section carefully and be sure you understand and regularly review or re-read it to remain fully informed of any changes governing this agreement. This Policy is a constituent of our broader Terms, and incorporates its terminology.

1. By submitting this information and agreeing to register your Account as a Creator Account with us you are confirming that you have read and understood our Privacy Policy, and that you understand and expressly consent to the collection, use, and disclosure of your information as provided for in our Privacy Policy, and that you may legally and ethically create and distribute adult-only content on our Platform entirely of your own volition according to all relevant laws.
2. To reiterate, the conditions of the Creator Policy govern Creator Accounts in addition to all the terms and conditions of our Account Policy, which Users must first accept before they may apply to be upgraded to a Creator Account.
3. You understand that, in addition to the verifiable personal information provided in accordance with our Account Policy, Creators may also be required to provide additional verifiable personal information necessary to ensure your and our compliance with all applicable laws, and that you remain responsible for ensuring the accuracy and completeness of any personal information we ask you to provide.
4. We may ask you for your permission to use your Media or Content for advertising or promotional purposes, as defined by these Terms, any relevant addendums, and applicable law. You do not have to provide us with this permission, this permission is not granted by default, and you may use our Platform as a Creator without opting-in to our advertising and promotional usage of your Media and Content. You may opt-out again at any time, understanding that any advertisements or promotional material we may have publicly produced and distributed while you allowed as much will remain in the public domain and will retain the permission you have granted for its advertising or promotional usage, as allowed by relevant advertising regulations. We will provide you with this choice as a toggleable preference in your Account settings on the website, and you may alternatively contact us at support@cumrocket.io to opt-in or out.

5. You understand that you may not have separate Creator and non-Creator Account(s), that you may only have one Account on CumRocket, and that only that one account may possibly be registered as a Creator account.

Acceptable Use Policy:

This Policy sets out what is and is not allowed on our websites and Service, and you must carefully read and understand its conditions, and your obligations, before making any use of our service. Further, you must understand that you cannot use our Service to violate any law, contract, intellectual property, or other obligations or rights of others and that you are solely responsible for your actions and conduct while using our Service.

By agreeing to these Terms, you agree that you will:

- 1) **Ensure**, to the best of your ability, that no minor or individual under the age of majority to legally consume adult content can be exposed to our website or Services through your Account or conduct, insofar as possible.
- 2) **Not** use our website or Services in any way that harms, or intends or threatens to harm, or to exploit, any individual under 18 years of age and any individual not of the legal age of majority by applicable law, including but not limited to exposing them to adult or inappropriate content.
- 3) **Not** use our website or Services from any country, or as any entity, sanctioned by the government of the United States; nor to make or intimate threats against any Heads of State.
- 4) **Not** use our website or Services to perform, conduct, or otherwise facilitate any illegal action as determined by applicable law, including but not limited to the transmission of any messages or Media that may be considered unlawful, harmful, offensive, derogatory, defamatory, hateful, libelous, harassing, racist, indecent, encouraging or being suspecting of encouraging criminal conduct, or otherwise appropriate in our estimation.
- 5) **Not** gain or attempt to gain unauthorized access to any Company data, website or Service data, or the data of any of our Users; nor to actually or attempt to alter, modify, disassemble, reverse engineer, decompile, data mine, or otherwise attempt to gain unauthorized access to intellectual property and proprietary information; nor to breach or attempt to breach Company security services, including those covering any of our websites or Services.

- 6) **Not** portray, on any website or public forum, the false implication of an association with our website, Services, or Company unless it is otherwise authorized by us in writing, beyond that of the reasonable, fair, and accurate statement of one's factual utilization of our Services. Do not portray yourself as a "Partner," nor any other implication of association, without our prior written authorization and publication of such a formal relationship.
- 7) **Not**, under any circumstances, or in any manner, use or attempt to use our website or Services to facilitate or participate in the fundraising of any commercial activity which is or could in any way whatsoever be construed or regulated as being a securities offering or transaction, including but not limited to offering, listing, creating, or buying any listing that is now or is intended to be in the future redeemable for any financial instruments or digital assets that provide any ownership interest, rights, and/or obligations comparable to or classified as a securities offering, including the entitlement to any financial rewards.
- 8) **Not** use our website or Services to show, upload, or reference any Media or Content that shows or includes any individual that is not a permitted User of our Services with a verified Account, known to be at least 18, of the age of majority for all applicable law, and legally permitted to utilize our Services.
- 9) **Not**, under any circumstances, upload, post, publish, reference, link, or otherwise promote Media or Content on or through our Service that contains, shows, promotes, advertises, or refers to, whether real or simulated:
 - a) Depictions of underage sexual activity;
 - b) Self-harm or suicide;
 - c) Violence and non-consensual sexual activity, including lack of or implied lack of consent, intoxication, hypnosis, sleep, unconsciousness, or being drugged;
 - d) Torture, abuse, sadomasochistic abuse, hardcore bondage, genital mutilation, blood, and bleeding;
 - e) Incest;
 - f) Bestiality;
 - g) Necrophilia, or death;
 - h) Cannibalism;
 - i) Strangulation;
 - j) Scatological content, urine, or excrement;
 - k) Occult activity;
 - l) Public sexual acts not allowed or approved by applicable law in the legal manner;
 - m) Humiliation, defamation, or intimidation, or any other indication or action which is threatening, libelous, embarrassing, upsetting, offensive, or not otherwise explicitly consensual roleplay in nature;

- n) Hate speech, hateful or obscene acts, or anything otherwise determined to be obscenity by us and/or applicable law;
- o) Blackmail, extortion, financial exploitation, or any other form of direct, indirect, or emotional manipulation of another party;
- p) Any sexually explicit material featuring an individual or third party who has not explicitly provided prior and fully informed consent to the recording, publication, distribution, and/or handling of that material, including but not limited to its capture, editing, reproduction, broadcasting, or upload, linking, or posting on our website and Services, and any other derivation of what we or applicable law constitutes as revenge porn;
- q) Sex trafficking, escorting, the provision of escort services, or anything which otherwise constitutes directly or indirectly as prostitution;
- r) Unsolicited language or content that sexually objectifies another individual or User in any non-consensual way, including fake, altered, or manipulated imagery, graphics, and representations of that individual, including but not limited to “deepfakes”;
- s) Any individual or entity’s personal, private, or confidential information or which disseminates, directly or indirectly, that information or access to that information, without the prior written authorization of the responsible entity.
- t) Violates the intellectual property or rights of a third party;

10)Not make any false representations to us or other Users, make any misleading statements or otherwise misrepresent yourself or us by engaging in any deceptive or fraudulent conduct, including but not limited to impersonating us or an employee of the Company, or by impersonating any third party, by registering any false information during the course of Account registration or making unauthorized use of or violations of anybody else’s information, intellectual property, or other rights.

11)Not bully, stalk, harass, threaten, intimidate, or otherwise mistreat any other User, non-User, employee, contractor, affiliate, or any other individual or other entity on or through our Service. We reserve the right to determine, at our sole discretion, what qualifies as mistreatment, in accordance with and in addition to applicable law.

12)Not abuse or neglect to respect any other User, entity or individual’s rights, and any protections afforded by applicable laws, including but not limited to privacy rights, personality rights, and laws respecting copyright, trademark, and intellectual property.

13)Not reproduce, duplicate, store, backup, transmit, or otherwise copy or infringe upon any intellectual property accessible or viewable through or on

our Service, whether by paper copy, download, or linking elsewhere, or otherwise by any means not covered by these Terms and the agreements contained herein.