



Terms of Service and Agreement for Creator

MELODREAM ENTERTAINMENT INC, referred to here on out as “Company”, owns and operates bigfansforever.com, an adult social media website that allows creators (“Creators”) to upload posts, photos and videos to their profile and set prices for users (“Users”) to access that content.

Please read the terms of service stated in this agreement (“Terms”) carefully and sign at the end of this document and Date it once you have read and understood all these terms. This is a legal contract which governs your use of bigfansforever.com, including any content, functionality, and services offered on or through bigfansforever.com. By registering with and using bigfansforever.com, you hereby accept and agree to be bound by and abide by these Terms. If you do not want to agree to these Terms or you do not meet or comply with its provisions, you must not access or use bigfansforever.com.

1) General Provisions

- a) **No Minors:** bigfansforever.com contains adult oriented content and is not intended for minors. As such, only adults who are at least eighteen (18) years old and who have reached the age of majority where they reside may register as a Creator or access bigfansforever.com . If you do not meet these age requirements, you must not access bigfansforever.com and neither should you register as a creator (or even as a user) and must leave now. The Company forbids all persons who do not meet these age requirements from accessing bigfansforever.com.
- b) **No Child Sexual Abuse Material:** The Company prohibits pornographic content involving minors known as child sexual abuse material (CSAM). And such you are prohibited from posting content on bigfansforever.com that may be of such nature. The Company only allows visual media of consenting adults for consenting adults on bigfansforever.com. If you see any visual media, real or simulated, depicting minors engaged in sexual activity within bigfansforever.com, please promptly report this to the Company at amministrazione@bigfansforever.com. Please include with your report all appropriate evidence, including the date and time of identification. The Company will promptly investigate all reports and take appropriate action. The Company fully cooperates with any law-enforcement agency investigating CSAM.
- c) **Section 230(d) Notice:** In accordance with [47 U.S.C. § 230\(d\)](#), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar terms. If minors have access to your computer, please restrain their access to sexually explicit material by using any of the following products, which the Company provides for informational purposes only and does not endorse: [CYBERSitter™](#) | [Net Nanny®](#) | [CyberPatrol](#) | [ASACP](#).

- d) No Prostitution or Sex Trafficking: The solicitation, promotion, and facilitation of prostitution and sex trafficking are strictly prohibited. If you engage in such activity, whether on bigfansforever.com or by posting links to external websites that promote or facilitate prostitution or sex trafficking, we may delete your account without paying out any funds in your account at the time of the offense or deletion.
- e) Content: You understand that we do not own the media uploaded by Creators on bigfansforever.com (“User Content”) and the views expressed by the creators on bigfansforever.com do not represent the views of bigfansforever.com. All Content transactions and interactions on bigfansforever.com are between Users and at no point does bigfansforever.com become a party to any transaction or interaction between Users. User Content is provided on the platform AS IS.
- f) Rights Reserved by the Company: We reserve the right at any time and without notice to:
- modify, suspend, or terminate bigfansforever.com or any portion thereof;
 - restrict, limit, suspend, or terminate your access to bigfansforever.com or any portion thereof;
 - verify the information which you provide to us;
 - verify compliance with these Terms and/or any applicable law;
 - temporarily suspend or permanently terminate your account for failure to comply with these Terms and/or any applicable law;
 - delete any content you post on bigfansforever.com if in our reasonable opinion it does not comply with these Terms and/or applicable law;
 - monitor your use of bigfansforever.com (including any content or message you post or broadcast on bigfansforever.com);
 - investigate any suspected or alleged misuse or unlawful use of bigfansforever.com and cooperate with law enforcement in such investigation;
 - disclose information about your use of bigfansforever.com in connection with law enforcement investigation of any suspected or alleged illegal activity, or in response to a lawful subpoena or court order; and/or
 - change the payment or payout processor that enables you to make or receive payments as a User.
 - License to Access and Use bigfansforever.com: Subject to all of the terms, conditions, limitations and restrictions contained in these Terms, we grant to you a conditional, revocable, non-transferable, non-sublicensable, non-exclusive and limited license to use our Website for your own lawful and personal use only. You acknowledge and agree that the foregoing license may be revoked and terminated by us at any time and for any reason (including, without limitation, if you violate these Terms or any applicable law). Any use of bigfansforever.com other than as expressly permitted by these Terms is strictly prohibited. All rights not expressly granted herein are reserved by us. We do not warrant that bigfansforever.com is compatible with

all devices and operating systems. It is your sole responsibility to determine whether or not bigfansforever.com is compatible with your device. From time to time we may make updates to bigfansforever.com and will make such updates available through bigfansforever.com.

2) Accounts

a) Creators: To register and create an account on bigfansforever.com as a Creator, you must complete the Creator registration process and be approved by the Company in our sole and absolute discretion. If you desire to sell content on bigfansforever.com, you will also need to add a bank account (checking or savings) or other approved payment method. We may require additional documents from you for approving or authenticating your payment accounts, and this requirement may vary for different countries. Your earnings will be paid into your designated payment method via one of our payout processors or via direct bank wire.

b) Certifications: By registering on bigfansforever.com, you represent and warrant that:

- all account registration, profile information and content you provide is your own information and the content is complete, truthful, and accurate;
- you are fully responsible for any and all activities that occur on your account, and that you will log out of your account at the end of each session;
- you will use particular caution when accessing your account from a public or shared computer so that others are not able to access, view, or record your password or other personal information;
- you are responsible for keeping your login details confidential and secure, and you will immediately notify us at amministrazione@bigfansforever.com if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security;
- if you previously had an account with bigfansforever.com, your previous account was not suspended or terminated by bigfansforever.com for violation of these Terms;
- you will not use any unauthorized third-party payment processors to accept payments for subscriptions, or any other service, via bigfansforever.com;
- you register on bigfansforever.com for your own personal use and you will not sell, rent, or transfer your account to any third party; and
- If you are using bigfansforever.com on behalf of a business or other entity, you warrant that you are authorized to grant all the licenses stipulated in these Terms and that you are authorized to bind the business or other entity to these Terms.

c) Your Content: We may permit you to submit materials for publication on bigfansforever.com.

- To comply with the regulations laid out by the payment processors, we require you to be fairly active in posting content on bigfansforever.com. The “content” in this context refers to the free-for-subscriber videos as well as the PPV videos that you post to your profile, and not your livestreams, private

messages, or photos. Frequency of the uploads that is at least two or more videos per month may be considered as “Fairly active” in this regard. Failing this minimum upload criteria may result in withholding of payments until the same is met. If for any reason, you are unable to post content for a certain period of time, we request you to reach out to us using the Contact form. It would be at our sole discretion whether or not to entertain such requests and decide to not withhold payments for the said period of inactivity. If there has been no intimation from the Creator to the Webmaster in this regard and the minimum upload criteria is also not met, we may withhold payouts until the time the criteria is met again. Also, when you do become active again in posting content, whether or not the previously withheld payouts will be processed with the current ones will again be at our sole discretion.

- You represent and warrant that you own, have a valid license to, or otherwise control all rights in your User Content. You retain all ownership rights in your User Content. However, you grant us a worldwide, perpetual, nonexclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content for the Company’s business (and the business of our successors), for the purpose of operating bigfansforever.com and fulfilling the intent of these Terms.
 - You hereby consent to (i) being depicted in any User Content you post on bigfansforever.com, and (ii) allowing the Company to publicly distribute any User Content you post on bigfansforever.com.
 - You also grant each of our Users a worldwide, nonexclusive, royalty-free license to access such content with the facilitation of bigfansforever.com, subject to any limitations related to any purchases of or subscriptions to such content, and to use, reproduce, display, and perform your content but only to the extent necessary to comply with these Terms. You also agree to allow users to download your content at places where such an option is available.
 - We agree not to reproduce any of your content that is behind a paywall. Except for personally identifiable information covered under our Privacy Policy, User Content is not considered confidential, and may be displayed on bigfansforever.com in accordance with these Terms. We have no obligation regarding your User Content. However, we agree that any use or publication of your content will be consistent with these Terms. You warrant that you maintain written releases from any person depicted in your User Content confirming that such person consented to the recording and publication of such content on bigfansforever.com, and that your User Content does not violate any rights of any third parties. You will provide copies of any necessary releases, licenses, or ownership documents to us at our request. You are solely responsible for your User Content and the consequences of posting your User Content to bigfansforever.com.
- d) Co-Authored Content: You understand and agree that you may share content that depicts other third parties (“Co-Authored Content”), provided:
- you tag each depicted Creator in the Content or otherwise identify the third party and provide bigfansforever.com with requested documentation confirming age, identity, and consent to publication of the User Content on bigfansforever.com;

- you have obtained and will maintain government-issued identification documentation confirming that each Creator depicted in your content is at least eighteen (18) years of age;
- you have obtained and will maintain written documentation confirming that each Creator depicted in your User Content has consented to (i) being depicted in such content, and (ii) the content being publicly distributed on bigfansforever.com.
- you will provide this written documentation of consent to us promptly upon request by us for such documentation;
- you will not use, attempt to access, or ask for the information or login credentials for any other User's account; and
- you are principally responsible for your account and agree to safeguard your login credentials from any unauthorized use. You agree that we are not responsible for any misuse of your account if you share your credentials with a third party such as a manager or agency, and you release bigfansforever.com from any liability arising from such third party access. You understand and agree that if you provide your account credentials to a third party, that you will remain solely responsible to bigfansforever.com for any activity that occurs by or through your account.
- You further understand and agree that we may refrain from publicly distributing any Co-Authored Content until all depicted Creators or third parties have confirmed their identity and consent to being depicted and distributed. You are solely responsible for segregating, dividing, and distributing any revenue generated from any Co-Authored Content. Any such revenue sharing arrangement shall be governed solely by an independent, private agreement between you and other third parties. We are not responsible for enforcing any such agreements. You agree to release us, and hold us harmless, from any and all claims arising from Co-Authored Content. You further agree that any claim arising from Co-Authored Content shall be asserted only against the parties participating or appearing therein, and not against us.

3) Payments

- a) Selling Content: Creators earn a stipulated commission of the revenue generated on all subscriptions, sales, or tips related to their content and User profile. The commission for all Creators operating on the platform may be the same, or may vary from Creator to Creator depending on commissions agreed upon with the individual Creator.

Payouts: Your earnings from subscriptions purchased through CCBill will be made automatically to your account based on the payout schedule of CCBill. As for subscriptions made through the Verotel gateway or any other gateway that may be implemented that does not support split payment, and also for the earnings made from token-based transactions will be processed manually by us once we receive a payout request from you. A valid payout method must be added before payments will be issued. However, we may deduct from any monies earned on subscriptions, sales, or tips that

resulted in a chargeback, or any monies earned on subscriptions, sales, or tips related to content that violates these Terms.

4) Acceptable Use

a) Prohibited Uses: You agree that you will only use bigfansforever.com for purposes expressly permitted and contemplated by these Terms. You may not use bigfansforever.com for any other purposes without our express prior written consent. Without our express prior written authorization, you will not:

- use bigfansforever.com in any way that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including but not limited to: (a) laws prohibiting sex trafficking and promotion or facilitation of prostitution; (b) intellectual property right laws protecting patents, copyrights, trademarks, trade secrets, and any other intellectual property right, including making, obtaining, distributing, or otherwise accessing illegal copies of copyrighted, trademarked, or patented content, deleting intellectual property right indications and notices, or otherwise manipulating identifiers in order to disguise the origin of content you post, share, or upload; (c) laws against obscene, lewd, defamatory, or libelous speech; and (d) laws protecting confidentiality, privacy rights, publicity rights, or data protection.
- fail to comply with orders, judgments, or mandates from courts of competent jurisdiction.
- access bigfansforever.com if you are, or are required to be, a registered sex offender in any jurisdiction.
- post, upload, or share content that is harmful, inaccurate, threatening, abusive, vulgar, violent, indecent, harassing, menacing, scandalous, inflammatory, blasphemous, racially or ethnically offensive, likely to cause annoyance, intimidation, alarm, embarrassment, distress, discomfort, or inconvenience, otherwise objectionable, or any content that, in the Company's sole discretion, is otherwise inappropriate.
- post, upload, or share content that is considered harmful, threatening, abusive or offensive by the reasonable man/person to an objective standard. "Reasonable" in this context and "man" as a legal term considers the views and morality as set by the majority of Creators or users of all genders within the community and not the reasonable bystander in the street. Usual use may incorporate items and content of which some users may find offensive or objectionable, but that is not illegal in the jurisdiction of the Creator. Harmful content would be considered items that do not comply with residing law enforcement, cause undue distress to persons represented in the content or shared without their consent.
- post, upload, or share any content containing hate speech, including (1) any content (including stereotypes and symbols) posted to bigfansforever.com with the intent to vilify, humiliate, dehumanize, or incite hatred or fear against a group or individual based upon race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity and expression, sexual orientation, age, disability, serious disease, or veteran status ("Protected Class(es)"), (2) statements of inferiority or calls for exclusion or segregation based on Protected Class, and (3) any deliberately false material that causes harm to a Protected Class; but excluding self-

referential or empowering uses with no intent to vilify, humiliate, or incite hatred or fear against a group or individual based on these categories.

- post, upload, or share content that depicts, advertises, promotes, encourages, facilitates, or solicits (real, simulated, or implied) (i) sexual activity involving minors; (ii) incest; (iii) bestiality; (iv) violence, kidnapping, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, weapons (unless obviously fake), asphyxiation, extreme fisting, or genital mutilation; (v) necrophilia; (vi) blood, scatological, vomit, or excrement-related content; (vii) age-play or suggestion of underage participants, (viii) illegal prostitution or human trafficking, whether explicitly or by use of any slang, acronyms, or abbreviations; (ix) “revenge porn” defined as any content containing any individual who has not consented to that content (a) being taken, captured, or otherwise memorialized, or (b) being posted, uploaded, or shared on [bigfansforever.com](https://www.bigfansforever.com); (x) illegal or illicit drugs; (xi) suicide or self-harm; (xii) any other illegal behavior or behavior that may be considered obscene under applicable law.
- post, upload, or share content depicting any person under eighteen (18) years old.
- post, upload, or share content depicting any person without inspecting and maintaining written documentation sufficient to confirm that all subjects of your submissions are in fact eighteen (18) years of age or older, including a written consent or release of each identifiable person in the submission to use their name or likeness and to enable inclusion and use of the submission in the manner contemplated by the Company.
- post, upload, or share content with the intent to extort money or other benefit from a third party in exchange for removal of the content.
- post, upload, or share any content that utilizes or promotes a sweepstake, lottery, or other regulated gaming or sales promotion tactic;
- post, upload, or share any employment ads or content which violates anti-discrimination laws.
- post, upload, share, or collect the telephone numbers, street addresses, last names, email addresses, URLs, geographic location, or any other personal information about users or third parties without their consent, or, except as expressly authorized in these Terms, use the materials on [bigfansforever.com](https://www.bigfansforever.com) for any commercial use.
- impersonate another individual or entity, whether actual or fictitious, without consent, falsely claim an affiliation with any individual or entity; access or attempt to access the accounts of others without permission; misrepresent the source, identity, or content of information transmitted on or through [bigfansforever.com](https://www.bigfansforever.com); or perform any other similar fraudulent activity.
- send unsolicited sexual content to another User or otherwise engage in nonconsensual sexual objectification of another User.
- use emojis, GIFs, or other media to communicate any activity that violates these Terms.

- engage in antisocial, disruptive, or destructive behavior, including “bombing,” “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the Internet, or engage in any other behavior that serves no purpose other than to harass, annoy, or offend Users.
- engage in platform manipulation, including utilizing bots or other fraudulent means to artificially drive traffic to or inauthentically generate engagements with your account, or your content.
- circumvent, disable, damage, intentionally misuse, or otherwise interfere with the operations of the Company, any User’s enjoyment of bigfansforever.com, or any security-related features that prevents, limits, or restricts the use or copying of any materials or that enforces limitations on the use of bigfansforever.com, by any means, including posting, linking to, uploading, or otherwise disseminating viruses, adware, spyware, malware, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious codes, files, or programs designed to interrupt, destroy, limit, or monitor the functionality of any computer software or hardware or any telecommunications equipment.
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, except and only if that activity is expressly permitted by applicable law despite this limitation.
- access or use any automated process (such as a robot, spider, scraper, or similar) to access bigfansforever.com in violation of our robot exclusion headers or to scrap all or a substantial part of bigfansforever.com (other than in connection with bona fide search engine indexing or as the Company may otherwise expressly permit).
- modify, adapt, translate, or create derivative works based on bigfansforever.com or any part thereof, except and only if applicable law expressly permits that activity despite this limitation.
- commercially exploit or make available bigfansforever.com to third parties including any action or attempt to “frame” or “mirror” bigfansforever.com.
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it.
- attempt to do any of the acts described in this section or assist or permit any person in engaging in any of the acts described in this section.

b) Violations of Prohibited Uses: Engaging in any Prohibited Use will be considered a breach of these Terms and may result in immediate suspension or termination of your account without notice, in our sole discretion. We reserve the right, but do not undertake the obligation, to forfeit payment of any revenue earned in by Users that violate these Terms, and to refund some or all such revenue to other Users who are affected by such violation. We may pursue any legal remedies or other appropriate actions against you if you engage in any of the above Prohibited Uses or any unauthorized use of bigfansforever.com, including civil, criminal, or injunctive relief, and cancellation of your account. Any unauthorized use of bigfansforever.com or our

computer systems violates these Terms and certain international, foreign, and domestic laws.

c) Additional Prohibited Uses: Creators must act in the best interests of the Company at all times, whether on bigfansforever.com, on third-party websites, or offline. If you are a Creator and violate these additional Prohibited Uses for Creators or any other provision of these Terms, we may delete your account without payment and/or permanently ban you from bigfansforever.com. If you are a Creator, you will not, without our express prior written authorization:

- deceive users regarding the nature of any paid content;
- attempt to defraud the Company or our Users (e.g., working together with a member or “hacker” to accept payment with stolen credit cards).
- attempt to fraudulently pass off recorded content as a live stream.
- fail to honor any lawful representation made to Fans in furtherance of selling your content.
- record or broadcast nudity or sexual activity from any public place where members of the public are reasonably likely to see your content.
- release the personal information of any other User of bigfansforever.com or third party without that person’s consent.
- solicit or accept payments for travel or in-person meetings for the purpose of engaging in sexual activity.
- harass, disparage, defame, or otherwise interfere with the Company or our users, nor misrepresent or make any false or misleading statements about the Company.

d) Reporting Violative Content and Activities: If you are aware of any content on bigfansforever.com or any User engaging in activities that violate these Terms, please email us at bigfansforever.biz@gmail.com with as much detail as possible, including a link or the location where we may find them, the username of the individual engaging in suspicious activities, the date and time of identification, the reason we should remove the objectionable content or investigate the activities, and a statement certifying the accuracy of the information you provided to us. We may consider you complicit in any violative activity to which you were knowledgeable of suspicious activity but failed to report it.

e) Law Enforcement: We will fully cooperate with law enforcement authorities or orders from courts of competent jurisdiction, requesting or directing us to disclose the identity or location of any User in breach of these Terms, in accordance with our privacy policies, subpoena compliance policies, and applicable law or regulation. If your activity results in the Company receiving a subpoena, discovery request, production order, or court order that causes the Company to incur expenses, court costs, or legal fees for compliance, you agree to reimburse us for any such expenses, costs or legal fees upon our request.

5) Third Party Websites

- Links to bigfansforever.com: You may link to our homepage on your third-party social media accounts, provided you do so in a way that is fair and

legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

- Links to Third-Party Websites: bigfansforever.com may contain links to third-party websites and resources, including in advertisements and sponsored links. These links are provided for your convenience only. We have no control over the contents of third-party websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked on bigfansforever.com, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

6) Intellectual Property Rights

- a) Copyrights: Other than User Content, bigfansforever.com and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on bigfansforever.com, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your Web browser for display enhancement purposes; and
- Other than User Content, no right, title, or interest in or to bigfansforever.com or any content on bigfansforever.com is transferred to you, and all rights not expressly granted are reserved by us. Any use of bigfansforever.com not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of bigfansforever.com in breach of the Terms, your right to use or access bigfansforever.com will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

To comply with the U.S. Digital Millennium Copyright Act (Title 17, United States Code), we will respond to proper notifications of claimed copyright infringement and will take appropriate action including removing or disabling access to the allegedly infringing User Content and, if deemed appropriate by the Company, terminating the associated User account.

- b) Trademarks: The bigfansforever.com name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of ours or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on bigfansforever.com are the trademarks of their respective owners.

7) Disclaimer of Warranties

By using bigfansforever.com, you acknowledge and agree as follows:

- a) bigfansforever.com and all of the Company's services and features are provided without warranties of any kind, express or implied. To the fullest extent permitted by law, we disclaim any and all warranties, express or implied, with respect to bigfansforever.com and all of the Company's services and features, including, and without limitation, implied warranties of merchantability and fitness for a particular purpose.
- b) We do not warrant or guarantee the accuracy, usefulness, completeness, or reliability of bigfansforever.com, or the results of your use of bigfansforever.com. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to bigfansforever.com, or by anyone who may be informed of any of its contents.
- c) Your use of bigfansforever.com and the Company's services and features will be solely and entirely at your own risk. We do not warrant or guarantee that bigfansforever.com and/or all of the Company's services and features will be available at any particular time or location, nor secure, uninterrupted, or free of errors, viruses, and other harmful components. We do not warrant or guarantee that defects or errors will be corrected. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of bigfansforever.com or any services or items obtained from the Company. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

8) Limitation of Liabilities

The Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable to you for any of the following:

- a) Errors, mistakes, or inaccuracies of content.
- b) Personal injury or property damage resulting from your access to and use of bigfansforever.com.
- c) User Content or any conduct by Users that violates these Terms.
- d) Unauthorized access to or use of the Company's servers and any personal or financial information stored in them, including unauthorized access to or changes to your account, submissions, transmissions, or data.
- e) Interruption or cessation of transmission to or from bigfansforever.com.
- f) Bugs, viruses, Trojan horses, malware, ransomware, or other disabling code that may be transmitted to or through bigfansforever.com by any person or that might infect your computer or affect your access to or use of bigfansforever.com or your hardware or software.
- g) Incompatibility between bigfansforever.com and your other services, hardware, or software.
- h) Delays or failures you might experience in starting, conducting, or completing any transmissions to or transactions with bigfansforever.com.

- i) Loss or damage incurred because of the use of any content posted, emailed, sent, or otherwise made available through bigfansforever.com.

9) Releases

You hereby release the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors from all liability arising out of User submissions or the conduct of other Users or third parties, including disputes between you and one or more other Users or third parties.

10) Exclusion of Damages

- a) Unless caused by gross negligence or intentional misconduct, the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable to you for any direct, indirect, special (including so-called consequential damages), statutory, punitive, or exemplary damages arising out of or relating to your access or your inability to access bigfansforever.com or the content. This exclusion applies regardless of theory of liability and even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.
- b) The Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors also will not be liable to you for any damages for (1) personal injury, (2) pain and suffering, (3) emotional distress, (4) loss of revenue, (5) loss of profits, (6) loss of business or anticipated savings, (7) loss of use, (8) loss of goodwill, (9) loss of data, (10) loss of privacy, or (11) computer failure related to your access of or your inability to access bigfansforever.com or the content. This exclusion applies regardless of theory of liability and even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.
- c) If you are dissatisfied with bigfansforever.com or have any other complaint, your exclusive remedy is to stop using bigfansforever.com or file a complaint according to the procedures below. The maximum liability of the Company and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to you for any claim will not exceed the greater of one hundred dollars (\$100) or the amount you have paid to the Company for the applicable purchase out of which liability arose even if the remedy fails in its essential purpose.

11) Complaints

bigfansforever.com is committed to promptly resolving, in good faith, all complaints and appeals.

- a) All media can be reported by any user directly on the site. You may also send an email to bigfansforever.biz@gmail.com containing your name, email address or username, applicable URLs (if any), a description of the issue (e.g., underage material, non-consensual content, personal information, impersonation, trademark infringement, spam, prostitution or trafficking, weapons, drugs, etc.), and any additional details (including whether you are depicted in the content, whether you agreed to the recording of the content, and whether you agreed to the publication of the content on bigfansforever.com.)
- b) We intend to operate this system as efficiently and quickly as possible in a fair and reasonable manner. We strive to resolve all reports within seven (7) business days and provide clear guidelines to prevent issues from recurring. If a violation has occurred, we will determine the appropriate remedy and take the necessary action.

Any content deemed to be illegal is removed immediately. We will not take action against other users for activity that happens on another platform or offline. We may suggest that you block the other user to prevent further interactions between you and the reported user.

- c) Appeals from abuse takedowns can be sent to amministrazione@bigfansforever.com with a written description of the basis for the appeal. In instances where disputes over consent cannot be resolved internally, such disputes are submitted to a neutral arbitration association at our expense. Once an action is taken or if more information is needed from you, we will contact you by email or other electronic message.
- d) We reserve the right to take advanced actions against those users that (1) repeatedly violate our rules, or (2) engage in a single egregious violation of our rules. These advanced actions may include but are not limited to deleting the offending user's account and permanently banning the user from using bigfansforever.com in the future.
- e) How we address copyright infringement disputes and our response to DMCA notices or counter notifications are governed by the Digital Millennium Copyright Act.

12) Scope of Disclaimers, Exclusions, and Limitations

The disclaimers, exclusions, and limitations stated herein apply to the greatest extent allowed by law, but no more. The Company does not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the exclusion of some damages, or other matters, one or more of the disclaimers, exclusions, or limits will not apply to you.

13) Indemnification

- a) Indemnification Provision: You will pay the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") for any loss of the Indemnified Parties' that is caused by any of the following: your access of bigfansforever.com; your conduct on bigfansforever.com, including any content you submit to bigfansforever.com; your breach of these Terms; your actual or alleged violation of rights of any person, including intellectual property and privacy rights; your actual or alleged violation of any law; your actual or alleged negligent, fraudulent, or intentional conduct; or your actual or alleged criminal conduct. But you are not required to pay if the loss was caused by the Indemnified Parties' intentional misconduct.
- b) Definitions Related to Indemnification: "Loss" means an amount that the Indemnified Parties are legally responsible for or pay in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages. A loss is "caused by" an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.
- c) Indemnified Parties' Duty to Notify You: If the Indemnified Party has your contact information, the Indemnified Party will notify you before the 30th day after the Indemnified Party knows or should reasonably have known of a claim for a loss that you might be compelled to pay. But the Indemnified Party's failure to give you timely notice does not end your obligation, except if that failure prejudices your ability to defend or mitigate losses.

- d) Legal Defense of a Claim: The Indemnified Party has control over defending a claim for a loss (including settling it), unless the Indemnified Party directs you to control the defense. If the Indemnified Party directs you to control the defense, you will not settle any litigation without the Indemnified Party's written consent if the settlement (1) imposes a penalty or limitation on the Indemnified Party, (2) admits the Indemnified Party's fault, or (3) does not fully release the Indemnified Party from liability. You and the Indemnified Party will cooperate with each other in good faith on a claim.
- e) No Exclusivity: The Indemnified Parties' rights herein do not affect other rights they might have.

14) Disputes

- a) Governing Law: The laws of the Blandenstraat 47 3053, Belgium in UK—without giving effect to any conflicts of law principles—govern all matters arising out of your use of bigfansforever.com or relating in any way to these Terms. The predominant purpose of these Terms is providing services and licensing access to intellectual property and is not a "sale of goods." These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Except for disputes subject to arbitration, all disputes arising out of or relating to bigfansforever.com or these Terms will be subject to the exclusive jurisdiction and venue of the state or federal courts located in UK. Each party hereby waives any right to seek another forum or venue because of improper or inconvenient forum. For purposes of this section, bigfansforever.com will be deemed solely based in the state of England and will be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in any other jurisdiction.
- b) Dispute Resolution: Each party will allow the other a reasonable opportunity to comply before it claims that the other has not met the duties under these Terms. The parties will first meet and negotiate with each other in good faith to try to resolve all disputes between the parties arising out of or relating to bigfansforever.com or these Terms.
- c) Litigation Election: Either party may elect to litigate the following type of case or controversy: (a) an action seeking injunctive relief, or (b) a suit to compel compliance with this dispute resolution process.
- d) Mediation: If the parties cannot settle a dispute arising out of or relating to bigfansforever.com or these Terms through negotiation after thirty (30) days, either party may, by notice to the other party demand that the dispute be mediated by a certified mediator in the state of Florida. If the parties cannot agree upon a mediator within thirty (30) days, the parties may submit the dispute to arbitration or litigation as otherwise provided in these Terms. Mediation will take place in Orange County, Florida, or in such other location as the parties mutually agree. The language of the mediation will be English. Each party will bear its own costs in mediation, and the parties will share equally between them all third-party mediation costs unless the parties agree differently in writing. Each party will participate actively and constructively in mediation proceedings once started and will attend at least one joint meeting between the mediator and the parties. Any party may terminate mediation at any time after an initial meeting between the mediator and the parties.
- e) Arbitration: If the parties cannot settle a dispute through mediation, the parties will settle any unresolved dispute arising out of or relating to bigfansforever.com or these Terms by arbitration administered by American Arbitration Association in accordance with its Commercial Arbitration Rules. A single arbitrator will preside over the arbitration. The arbitrator, and not any federal, state, or local court or agency, will

have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of these Terms, including any claim that all or any part of these Terms is void or voidable. Unless the parties agree otherwise, the arbitration will take place in Orange County, Florida. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration. The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator must not award punitive or exemplary damages, or damages otherwise limited or excluded in these Terms. The arbitrator's award will include costs of arbitration, reasonable legal fees, and reasonable costs for expert and other witnesses. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under these Terms without the advance written consent of both parties.

- f) Right to Injunctive Relief: Nothing in this section will prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to bigfansforever.com.
- g) Recovery of Expenses: In any proceedings between the parties arising out of these Terms or relating to the subject matter of these Terms, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses. "Prevailing party" means, for any proceeding, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.
- h) Jury Trial Waiver: Both parties hereby waive the right to a trial by jury for any dispute arising out of or relating to bigfansforever.com or these Terms. Either party may enforce this waiver up to and including the first day of trial.
- i) Class Action Waiver: All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the Company agrees otherwise, the arbitrator will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.
- j) Limitation on Time to Bring Claims: A party will not file a claim arising out of or relating to bigfansforever.com or these Terms more than one year after the cause of action arose. Any claim brought after one year is barred.

15) Miscellaneous

- a) Entire Agreement: These Terms constitute the entire agreement between you and the Company about your access to bigfansforever.com. It supersedes all earlier or contemporaneous agreements between you and the Company about access to bigfansforever.com. A printed version of this agreement will be admissible in any proceedings arising out of (or relating to) these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and kept in printed form. Any additional terms on bigfansforever.com will govern the items to which they pertain.
- b) Assignment and Delegation: The Company may assign its rights or delegate any performance under these Terms without your consent. You will not assign your rights or delegate your performance under this agreement without the Company's

advanced written consent. Any attempted assignment of rights or delegation of performance in breach of this section is void.

- c) No Waivers: The parties may waive any provision in these Terms only by a writing signed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under these Terms, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.
- d) Severability: The parties intend as follows:
- that if any provision of these Terms is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, these Terms will be held unenforceable;
 - that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of these Terms will remain in effect as written; and
 - that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- e) Notice to the Company: You may send notice to the Company by email at bigfansforever.biz@gmail.com unless a specific email address is set out for giving notice. The Company will consider an email notice received by the Company only when its server sends a return message to you acknowledging receipt. The Company may change its contact information on one or more occasions by posting the change on bigfansforever.com. Please check bigfansforever.com for the most current information for sending notice to the Company.
- f) Notice to You: You consent to receiving any notice from the Company in electronic form either (1) by email to the last known email address the Company has for you, (2) a notification on your account, or (3) by posting the notice on a place on bigfansforever.com chosen for this purpose. The Company will consider notices sent to you by email received when its email service shows transmission to your email address. You state that any email address you gave the Company for contacting you is a current and valid email address for receiving notice, and that your computer has hardware and software configured to send and receive email through the Internet and to print any email you receive.
- g) Force Majeure: The Company is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including: Acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, epidemics, pandemics, or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; failure of the telecommunications or information services infrastructure; and hacking, spam, or any failure of a computer, server, network, or software.

- h) No Third-Party Beneficiaries: These Terms do not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.
- i) Relationship of the Parties: These Terms do not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship between the parties and the parties expressly disclaim the existence of any of these relationships between them. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.
- j) Successors and Assigns: These Terms inure to the benefit of, and are binding on, the parties and their respective successors and assigns.
- k) Communication Preferences: By registering for an account, you consent to receiving electronic communications from the Company relating to your account. These communications may involve sending emails to your email address provided during registration or posting communications on bigfansforever.com and will include notices about your account (e.g., payment authorizations, change in password or payment method, confirmation emails, and other transactional information) and are part of your relationship with the Company. You acknowledge that any notices, agreements, disclosures, or other communications that the Company sends to you electronically will satisfy any legal communication requirements, including that these communications be in writing. The Company recommends that you keep copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from the Company, including newsletters about new features and content, special offers, promotional announcements, and customer surveys via email or other methods. You acknowledge that communications you receive from the Company may contain sexually explicit material unsuitable for minors. If you no longer want to receive certain non-transaction communications, please review the Privacy Policy regarding opting out of marketing communications.
- l) Electronic Communications Not Private: The Company does not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to the Company or from the Company as open communications readily accessible to the public. You should not use bigfansforever.com to send or receive messages you only intend the sender and named recipients to read.
- m) Electronic Signatures: Any affirmation, assent, or agreement you send through bigfansforever.com will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your finger, mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.
- n) English Language: The Company drafted these Terms in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in English.
- o) Contact: You should direct all feedback, comments, requests for technical support, and other communications relating to bigfansforever.com to bigfansforever.biz@gmail.com.

PLEASE SIGN BELOW IF YOU AGREE TO ALL OF THE ABOVE MENTIONED CRITERIA,
GUIDELINES AND RULES OF THE BFF SITE.

NAME (PRINT ACTUAL NAME)

MODEL PERFORMANCE NAME

CEO & PRESIDENT



