

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BO SHANG (In Pro Per),
Plaintiff,

v.

TWITCH INTERACTIVE, INC.;
IMANE "POKIMANE" ANYS;
POKIMANE LLC,

Defendants.

Case No.: [To Be Assigned]

FIRST AMENDED COMPLAINT

FOR:

1. Injunctive Relief
2. Damages
3. Declaratory Judgment
4. Breach of Contract
5. Breach of Express Warranty
6. Violations of the Consumers Legal Remedies Act (CLRA) [Cal. Civ. Code § 1750 et seq.]
7. Violations of the False Advertising Law (FAL) [Cal. Bus. & Prof. Code § 17500 et seq.]
8. Violations of the Unfair Competition Law (UCL) [Cal. Bus. & Prof. Code § 17200 et seq.]
9. Negligent or Reckless Misrepresentation
10. Intentional or Negligent Infliction of Emotional Distress

JURY TRIAL DEMANDED

Plaintiff, BO SHANG ("Plaintiff"), appearing pro se, hereby files this First Amended Complaint against TWITCH INTERACTIVE, INC. ("Twitch"), IMANE "POKIMANE" ANYS ("Pokimane"), and POKIMANE LLC

(collectively, “Defendants”), and alleges on personal knowledge as to his own acts and on information and belief as to all other matters as follows:

1. INTRODUCTION

1.1 This action arises from Defendants’ alleged violations of California statutory and common law, including but not limited to the Unfair Competition Law (“UCL”) (Cal. Bus. & Prof. Code § 17200 et seq.), the False Advertising Law (“FAL”) (Cal. Bus. & Prof. Code § 17500 et seq.), the Consumers Legal Remedies Act (“CLRA”) (Cal. Civ. Code §§ 1750 et seq.), common law breach of contract, breach of express warranty, misrepresentation, and related theories.

1.2 Plaintiff contends that Twitch, in partnership with high-profile streamers such as Pokimane, has engaged in or facilitated unfair, deceptive, or unlawful practices under California law, including but not limited to:

1.2.1 Advertising intangible subscription benefits such as “undying love and appreciation,” which were never actually provided to Plaintiff;

1.2.2 Restricting user investigations and reverse engineering (“RE”) attempts that could detect or expose suspicious large-scale financial transactions or potential money laundering on the platform.

1.3 Specifically, Plaintiff alleges he was induced to purchase subscriptions by relying on Twitch’s and Pokimane’s advertised claims, and that he suffered emotional distress and economic harm when those promises went unfulfilled or were misrepresented.

1.4 Moreover, Plaintiff contends that Twitch’s Terms of Service (“TOS”) hamper legitimate security research and investigations into potentially unlawful gambling or money-laundering activity, contravening well-established public policy and case law in California that protects reverse engineering in fair-use and security contexts. (See, e.g., *Sega Enters. Ltd. v. Accolade, Inc.* (9th Cir. 1992) 977 F.2d 1510; *Sony Computer Entm’t, Inc. v. Connectix Corp.* (9th Cir. 2000) 203 F.3d 596; cf. 17 U.S.C. § 1201(g) (DMCA exemption for encryption research); *Tunkl v. Regents of Univ. of Cal.* (1963) 60 Cal.2d 92; Civ. Code § 1668.)

2. JURISDICTION AND VENUE

2.1 Subject Matter Jurisdiction

2.1.1 This Court has jurisdiction over the subject matter because the amount in controversy exceeds \$25,000, and Plaintiff’s claims arise under California statutory and common law, including the UCL (Cal. Bus. & Prof. Code §

17200), the FAL (Cal. Bus. & Prof. Code § 17500), and the CLRA (Cal. Civ. Code §§ 1750 et seq.).
 2.1.2 Although federal courts might have jurisdiction over certain claims (e.g., alleged violations of federal anti-money-laundering laws under 18 U.S.C. §§ 1956, 1960), Plaintiff elects to pursue his claims under California law in the Superior Court, which has concurrent jurisdiction over the state-based causes of action.

2.2 Venue

2.2.1 Venue is proper under California Code of Civil Procedure §§ 395 and 395.5 because Twitch has its principal place of business in San Francisco, California, or conducts substantial business within this forum. Additionally, a substantial part of the events or omissions giving rise to these claims occurred or emanated from the County of San Francisco.

3. THE PARTIES

3.1 Plaintiff

3.1.1 Plaintiff, Bo Shang, is a resident of Massachusetts. He has been a user of Twitch since approximately 2017. He purchased and renewed Twitch subscriptions to Pokimane’s channel, in part due to specific marketing claims and product descriptions concerning “love and appreciation.”

3.2 Defendants

3.2.1 Twitch Interactive, Inc., a Delaware corporation, maintains its principal place of business in California. Twitch operates the streaming platform used by millions of content creators, including Pokimane.

3.2.2 Imane “Pokimane” Anys is a highly prominent Twitch content creator. Pokimane earns significant revenue from subscription fees, donations, and brand partnerships. She markets her streams and subscription benefits in conjunction with Twitch’s platform and subscription interface.

4. FACTUAL BACKGROUND

4.1 Twitch Platform and Potential Unlawful Activities

4.1.1 Plaintiff alleges that Twitch fosters large-scale suspicious financial transactions—often disguised as donations or tips—that may be de facto gambling or money-laundering. Such transactions potentially implicate Cal. Penal Code §

330 (prohibiting certain gambling activities) and 18 U.S.C. §§ 1956, 1960 (federal anti-money-laundering provisions).

4.1.2 Twitch’s TOS restrict or prohibit reverse engineering, effectively shielding potential illegal conduct from user-led detection. These restrictions allegedly contravene California’s public policy favoring fair-use security research.

(See *Sega Enters. Ltd. v. Accolade, Inc.* (9th Cir. 1992) 977 F.2d 1510; *Sony Computer Entm’t, Inc. v. Connectix Corp.* (9th Cir. 2000) 203 F.3d 596; *Tunkl v. Regents of Univ. of Cal.* (1963) 60 Cal.2d 92; Civ. Code § 1668; see also *A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473 (discussing contractual unconscionability).)

4.1.3 Pokimane benefits from or participates in the Twitch monetization and donation system. Whether or not she directly engages in wrongdoing, her large-scale revenue streams exemplify the environment where suspicious or unregulated transactions may take place.

4.2 Pokimane’s Role and Promised Subscription Benefits

4.2.1 Pokimane’s popularity is heavily promoted by Twitch. Her channel often advertises “subscriber benefits,” including special emoticons, badges, and—per the marketing language used—“undying love and appreciation.”

4.2.2 Plaintiff subscribed to Pokimane’s channel believing these representations to be genuine. On information and belief, the words “undying love and appreciation” appeared (or were verbally stated) in promotional content or subscription tiers, forming part of the contractual inducement.

4.2.3 Plaintiff alleges that he was emotionally vulnerable at the time and became “madly in love” with Pokimane. He believed that, by subscribing, he was contracting for a certain level of personal engagement or affection—albeit intangible—beyond mere entertainment.

4.2.4 Contrary to these promises, neither Twitch nor Pokimane delivered any actual “undying love and appreciation.” Plaintiff was devastated emotionally and claims that this advertising was deceptive, fraudulent, and/or constituted a breach of the subscription contract.

(Compare *Consumer Advocates v. EchoStar Satellite Corp.* (2003) 113 Cal.App.4th 1351, 1361; see also *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.* (C.D. Cal. 2011) 754 F.Supp.2d 1145, 1173 (distinguishing actionable misrepresentations from non-actionable puffery).)

4.3 Reverse Engineering Restrictions and Public Policy

4.3.1 The importance of reverse engineering in cybersecurity is well recognized.
 (See *Sega Enters. Ltd. v. Accolade, Inc.* (9th Cir. 1992) 977 F.2d 1510; *Sony Computer Entm't, Inc. v. Connectix Corp.* (9th Cir. 2000) 203 F.3d 596; see also *Vault Corp. v. Quaid Software Ltd.* (5th Cir. 1988) 847 F.2d 255 (regarding EULAs and public policy).)

4.3.2 Plaintiff contends Twitch's draconian TOS hamper lawful investigations into the platform's data flows, stifling potential discoveries of wrongdoing (money laundering or fraud). This TOS stance may violate California's fundamental public policies, as recognized under the UCL (Cal. Bus. & Prof. Code § 17200) and the principle that contract provisions cannot contravene established law or public policy.
 (See Civ. Code § 1668; *Tunkl v. Regents of Univ. of Cal.* (1963) 60 Cal.2d 92, 96–98; *A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473.)

4.4 Plaintiff's Alleged Government Torture and Emotional Turmoil

4.4.1 Plaintiff contends that from October 2020 to September 2021, Massachusetts Department of Mental Health officials subjected him to forced confinement, misdiagnoses, and other abuses, allegedly violating international treaties such as the United Nations Convention Against Torture (UNCAT).

4.4.2 In September 2024, Plaintiff again experienced forced confinement, exacerbating his emotional fragility and fueling his sense of urgency to conduct open-source cybersecurity research (e.g., "execution hijacking" code for SMBv2) as a deterrent to governmental overreach.

4.4.3 These experiences heightened Plaintiff's distress upon discovering that Twitch's TOS bars him from pursuing the sort of in-depth investigations he believes necessary to expose wrongdoing or protect public interests. The confluence of these factors allegedly contributed to Plaintiff's ongoing emotional harm.

5. CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT

(Against All Defendants)

5.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

171
172 5.2 Formation of Contract 172
173 173
174 5.2.1 Under California Civil Code § 1550, a valid contract requires (1) parties capable of consent, (2) a lawful object, 174
175 (3) consideration, and (4) consent. 175
176 5.2.2 Plaintiff alleges he entered into a subscription contract with Defendants by paying recurring fees in exchange for 176
177 benefits, including the stated “undying love and appreciation.” 177
178 (See also *Sateriale v. R.J. Reynolds Tobacco Co.* (9th Cir. 2012) 697 F.3d 777, 788.) 178
179 179
180 5.3 Breach 180
181 181
182 5.3.1 Defendants failed to provide the promised intangible benefit or any semblance of personal “love and 182
183 appreciation.” 183
184 5.3.2 The breach is material because it goes to the heart of the subscription’s advertised value to Plaintiff. 184
185 (See *Central Valley Gen. Hosp. v. Smith* (2008) 162 Cal.App.4th 501, 513–514 (material breach standard).) 185
186 186
187 5.4 Damages 187
188 188
189 5.4.1 As a direct and proximate result, Plaintiff suffered monetary loss (subscription fees) and severe emotional 189
190 distress due to unmet expectations of personal connection. 190
191 (But see *Erllich v. Menezes* (1999) 21 Cal.4th 543, 558–559 (limiting emotional distress damages in contract unless 191
192 closely tied to tortious behavior).) 192
193 5.4.2 However, Plaintiff alleges that the breach is intertwined with tortious conduct (fraud/misrepresentation), 193
194 potentially allowing for broader recovery. 194
195 (See *Robinson Helicopter Co. v. Dana Corp.* (2004) 34 Cal.4th 979, 991.) 195
196 196
197 5.5 Prayer 197
198 198
199 5.5.1 Plaintiff seeks compensatory damages, interest, and all other relief deemed proper by the Court. 199
200 200
201 COUNT II 201
202 BREACH OF EXPRESS WARRANTY 202
203 (Against All Defendants) 203
204 204

205 6.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 205

206 206

207 6.2 Under California law, an express warranty is created by an affirmation of fact or promise that relates to goods or 207
208 services, forming part of the basis of the bargain. 208

209 (See Cal. Com. Code § 2313; Hauter v. Zogarts (1975) 14 Cal.3d 104, 112; Greenman v. Yuba Power Prods., Inc. 209
210 (1963) 59 Cal.2d 57.) 210

211 211

212 6.3 Express Representation 212

213 213

214 6.3.1 The statement “undying love and appreciation” constituted a specific promise about the nature and quality of the 214
215 subscription service—even if intangible. 215

216 (See Keith v. Buchanan (1985) 173 Cal.App.3d 13, 21 (express warranties can be formed by advertising statements if 216
217 they form the basis of the bargain).) 217

218 218

219 6.4 Breach of Warranty 219

220 220

221 6.4.1 Defendants failed to fulfill that representation. Despite collecting subscription fees, they did not provide any 221
222 actual affection or personal recognition. 222

223 6.4.2 Plaintiff reasonably relied on that warranty, to his detriment. 223

224 (See Weinstat v. Dentsply Int’l, Inc. (2010) 180 Cal.App.4th 1213, 1227–1228 (reliance is presumed when statements 224
225 form part of the bargain).) 225

226 226

227 6.5 Damages 227

228 228

229 6.5.1 Plaintiff seeks damages for the subscription amounts paid, plus any consequential damages allowed under 229
230 California law. 230

231 6.5.2 Plaintiff also reserves the right to seek restitution and incidental damages as permitted by Cal. Com. Code §§ 231
232 2714, 2715. 232

233 233

234 COUNT III 234

235 VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT (CLRA) 235

236 [Cal. Civ. Code § 1750 et seq.] 236

237 (Against All Defendants) 237

238 238

239 7.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 239
240 240
241 7.2 The CLRA prohibits unfair or deceptive acts in the sale or lease of goods or services to consumers. 241
242 (Cal. Civ. Code § 1770(a); see also Colgan v. Leatherman Tool Grp., Inc. (2006) 135 Cal.App.4th 663.) 242
243 243
244 7.3 Misrepresentation 244
245 245
246 7.3.1 Defendants advertised intangible benefits—personal emotional support or affection—as part of the subscription, 246
247 an inherently deceptive tactic when it is never provided. 247
248 (See Cal. Civ. Code § 1770(a)(5), (7).) 248
249 7.3.2 Such conduct may violate Cal. Civ. Code § 1770(a)(5) (misrepresenting characteristics or benefits) and § 249
250 1770(a)(7) (misrepresenting standard or quality). 250
251 251
252 7.4 Reliance and Harm 252
253 253
254 7.4.1 Plaintiff justifiably relied on these statements when purchasing subscriptions. 254
255 (See In re Tobacco II Cases (2009) 46 Cal.4th 298, 312.) 255
256 7.4.2 Plaintiff was harmed when the promised benefits were nonexistent. 256
257 257
258 7.5 Prayer 258
259 259
260 7.5.1 Plaintiff seeks actual damages, injunctive relief, and other remedies available under Cal. Civ. Code § 1780, 260
261 including costs and any applicable attorneys’ fees (though Plaintiff is pro se). 261
262 262
263 COUNT IV 263
264 VIOLATION OF THE FALSE ADVERTISING LAW (FAL) 264
265 [Cal. Bus. & Prof. Code § 17500 et seq.] 265
266 (Against All Defendants) 266
267 267
268 8.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 268
269 269
270 8.2 The FAL makes it unlawful to disseminate any statement concerning real or personal property or services that is 270
271 untrue or misleading, and which is known (or reasonably should be known) to be untrue or misleading. 271
272 (Cal. Bus. & Prof. Code § 17500; McAdams v. Monier, Inc. (2010) 182 Cal.App.4th 174, 186–87.) 272

273
274 8.3 False or Misleading Statements 274
275 275
276 8.3.1 Defendants represented that Pokimane subscribers would receive “undying love and appreciation.” This is, at 276
277 best, a misleading marketing ploy that offers unwarranted personal illusions. 277
278 (See Committee on Children’s Television, Inc. v. Gen. Foods Corp. (1983) 35 Cal.3d 197, 211 (broad definition of 278
279 misleading advertisement).) 279
280 280
281 8.4 Materiality and Injury 281
282 282
283 8.4.1 These statements influenced Plaintiff’s decision to purchase subscriptions. 283
284 (See Kwikset Corp. v. Superior Court (2011) 51 Cal.4th 310, 327–28 (material misrepresentations confer standing).) 284
285 8.4.2 Plaintiff was thereby deceived and suffered monetary loss. 285
286 286
287 8.5 Prayer 287
288 288
289 8.5.1 Plaintiff seeks an injunction prohibiting such misleading marketing claims, restitution of subscription fees, and 289
290 all other relief the Court deems proper. 290
291 291
292 COUNT V 292
293 VIOLATION OF THE UNFAIR COMPETITION LAW (UCL) 293
294 [Cal. Bus. & Prof. Code § 17200 et seq.] 294
295 (Against All Defendants) 295
296 296
297 9.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 297
298 298
299 9.2 Under Cal. Bus. & Prof. Code § 17200, “unfair competition” includes any unlawful, unfair, or fraudulent business 299
300 act or practice. 300
301 (Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co. (1999) 20 Cal.4th 163.) 301
302 302
303 9.3 Unlawful 303
304 304
305 9.3.1 Defendants’ conduct violates multiple statutes (e.g., the CLRA, the FAL, or federal anti-money-laundering 305
306 provisions). 306

(See Cel-Tech, supra, at 180; Korea Supply Co. v. Lockheed Martin Corp. (2003) 29 Cal.4th 1134.)

9.4 Unfair

9.4.1 The TOS restrictions on reverse engineering unduly burden lawful security research and hamper detection of potential money laundering, contravening public policy.

(See Drum v. San Fernando Valley Bar Ass'n (2010) 182 Cal.App.4th 247, 257; South Bay Chevrolet v. Gen. Motors Acceptance Corp. (1999) 72 Cal.App.4th 861, 886.)

9.4.2 Similarly, marketing intangible emotional benefits that are not actually provided is unfair and unethical, taking advantage of vulnerable consumers.

9.5 Fraudulent

9.5.1 Defendants' marketing of a safe and transparent platform—while failing to disclose the possibility of suspicious large-scale transactions—and promising intangible emotional benefits never provided is fraudulent under the UCL's broad coverage.

(See In re Tobacco II Cases, supra; Pfizer Inc. v. Superior Court (2010) 182 Cal.App.4th 622.)

9.6 Prayer

9.6.1 Plaintiff seeks injunctive relief to prohibit Defendants from enforcing TOS provisions that bar legitimate forensic or security research and from continuing to misrepresent subscription benefits.

9.6.2 Plaintiff also seeks restitution and disgorgement of any ill-gotten gains pursuant to Cal. Bus. & Prof. Code § 17203.

(See Cortez v. Purolator Air Filtration Prods. Co. (2000) 23 Cal.4th 163; Korea Supply, supra.)

COUNT VI

NEGLIGENT OR RECKLESS MISREPRESENTATION

(Against All Defendants)

10.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

10.2 Negligent or reckless misrepresentation requires:

(1) Misrepresentation of a material fact,

341 (2) Without reasonable grounds for believing it to be true, 341
342 (3) Intent to induce reliance, 342
343 (4) Justifiable reliance, and 343
344 (5) Resulting damage. 344
345 (See Bily v. Arthur Young & Co. (1992) 3 Cal.4th 370, 407–408; Civ. Code §§ 1709–1710.) 345
346 346
347 10.3 Application 347
348 348
349 10.3.1 Defendants’ statements regarding “love and appreciation” were made either recklessly or negligently, without 349
350 regard for whether they could be realistically fulfilled. 350
351 (See Gagne v. Bertran (1954) 43 Cal.2d 481, 487–488 (distinguishing negligence and fraudulent intent).) 351
352 10.3.2 Plaintiff justifiably relied on these statements and suffered damages in the form of subscription fees and 352
353 emotional distress. 353
354 (See Lazar v. Superior Court (1996) 12 Cal.4th 631, 637.) 354
355 355
356 10.4 Damages 356
357 357
358 10.4.1 Plaintiff seeks compensatory damages for the subscription fees lost and for emotional harm arising directly 358
359 from the misrepresentations. 359
360 360
361 COUNT VII 361
362 INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS 362
363 (Against All Defendants) 363
364 364
365 11.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 365
366 366
367 11.2 Intentional Infliction of Emotional Distress (IIED) 367
368 368
369 11.2.1 A cause of action for IIED requires: 369
370 (1) Extreme and outrageous conduct by the defendant, 370
371 (2) Intent to cause, or reckless disregard of the probability of causing, emotional distress, 371
372 (3) The plaintiff’s suffering severe or extreme emotional distress, and 372
373 (4) Actual and proximate causation. 373
374 (See Hughes v. Pair (2009) 46 Cal.4th 1035, 1050; Potter v. Firestone Tire & Rubber Co. (1993) 6 Cal.4th 965, 1001.) 374

375
376 11.2.2 Defendants' conduct in promising personal love—an intrinsically emotional matter—while knowing it was 376
377 illusory or false may be deemed outrageous and intended (or undertaken with reckless disregard) to cause severe 377
378 emotional harm. 378
379 (See KOVR-TV, Inc. v. Superior Court (1995) 31 Cal.App.4th 1023, 1030.) 379
380
381 11.3 Negligent Infliction of Emotional Distress (NIED) 381
382
383 11.3.1 Alternatively, if Defendants did not intend to harm Plaintiff, they acted negligently in making statements likely 383
384 to cause emotional turmoil to vulnerable individuals. 384
385 (See Dillon v. Legg (1968) 68 Cal.2d 728; Burgess v. Superior Court (1992) 2 Cal.4th 1064, 1072–1073.) 385
386 11.3.2 California courts have recognized NIED claims in various contexts where a special relationship or 386
387 foreseeability of emotional harm exists. 387
388 (See Molien v. Kaiser Found. Hosps. (1980) 27 Cal.3d 916.) 388
389
390 11.4 Severe Emotional Distress 390
391
392 11.4.1 Plaintiff's confinement history and emotional vulnerability magnify the harm from Defendants' conduct. 392
393 (See Molien, supra, 27 Cal.3d at 928–929.) 393
394
395 11.5 Prayer 395
396
397 11.5.1 Plaintiff seeks compensatory damages for emotional distress, punitive damages if Defendants' conduct is found 397
398 sufficiently outrageous, and all other relief deemed just. 398
399 (See Restatement (Second) of Torts § 46, cmt. d; KOVR-TV, Inc. v. Superior Court, supra.) 399
400
401 6. PRAYER FOR RELIEF 401
402
403 WHEREFORE, Plaintiff prays for judgment against Defendants as follows: 403
404
405 A. Declaratory Judgment 405
406 1. Declaring that Twitch's TOS restrictions on reverse engineering are unconscionable, void, or unenforceable under 406
407 California law and public policy; 407
408 2. Declaring that advertisements or marketing referencing "undying love and appreciation" are deceptive or 408

misleading if not genuinely provided;

B. Injunctive Relief

1. Enjoining Twitch from enforcing TOS that prohibit good-faith, lawful security or forensic research aimed at detecting potential money laundering or other illegal activities;
2. Enjoining Defendants from advertising intangible emotional benefits (e.g., “love” or “appreciation”) without making clear that these are entertainment-only or purely figurative statements;
3. Requiring corrective advertising and disclosure of the speculative or figurative nature of intangible benefits;

C. Restitution, Disgorgement, and Damages

1. Restitution and/or disgorgement of subscription fees and any ill-gotten gains derived from misleading promises;
2. Compensatory and consequential damages for emotional distress and related harm;
3. Punitive damages as allowed by law, given the potential outrageousness of false emotional promises;

D. CLRA & FAL Remedies

1. Awarding all remedies authorized under the Consumers Legal Remedies Act and False Advertising Law, including actual damages, injunctive relief, and, where permitted, attorneys’ fees and costs (though Plaintiff is pro se);

E. Costs and Other Relief

1. Awarding costs of suit, pre- and post-judgment interest, and any other relief the Court deems just and proper.

7. DEMAND FOR JURY TRIAL

Pursuant to California law, Plaintiff demands a trial by jury on all causes of action so triable.

Dated: February 14, 2025 (Valentine’s Day)

/s/ Bo Shang (In Pro Per)

BO SHANG (In Pro Per)

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Plaintiff, In Pro Per

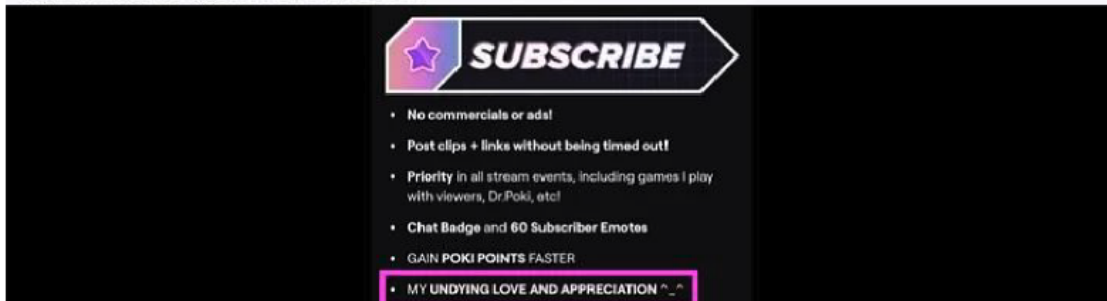
443

imane LLC) sold her 'undying love and appreciation' as a subscription product continuously from 2013 - 2020, and Pokimane is the

Subscription Service Terms

Twitch may offer certain Ancillary Products and Services in connection with the Twitch Services on a subscription basis with recurring payments ("Subscription Services") as disclosed to you when you subscribe to any Subscription Services. Subscription Services may renew automatically, and you agree that we are authorized to charge you for payment on a recurring basis prior to each renewal. You agree that your Subscription Service will renew continuously until you cancel it. Twitch reserves the right to discontinue or modify any subscription fee payment option. If we discontinue or modify a subscription payment option, we will provide notice of such discontinuance or modification by email or through the Twitch Services in advance of the next billing date. If you are signing up under any promotional subscription fee, some additional restrictions may apply. These restrictions, if any, will be provided to you before you sign up for the applicable Subscription Service that is subject to the promotion.

You are responsible for all charges incurred under your account. Twitch reserves the right to deactivate Subscription Services to your account if payment is past due, regardless of the dollar amount.



- Plaintiff discovered Twitch on the iOS App Store and then found out about Twitch allegedly selling Pokimane's "undying love and appreciation" on a subscription basis—"a deal much better than typical prostitutes."