

Terms of Service

1. About

1.1 The site is a social media site and app service that allows users to create a profile, upload photos and videos to their profile, set a price for locked content to be paid by other users who want to view their user content and thus generate fan revenue.

1.2 These Terms govern your use of the Website, including all content, functionality and services offered on or through the Site, whether or not part of Balix. By registering and using Balix, you hereby accept and agree to be bound by these Terms. If you do not wish to agree to these Terms of Service, you must not access or use the Website.

1.3 Any information provided on the Site, including responses to "Frequently Answered Questions", is not legally binding only for informational FIL and does not form part of the Terms.

1.4 We reserve the right to make changes to these Terms at any time and in our sole discretion. All changes take effect as soon as we publish them, and apply to all access to and use of the Site afterwards. By continuing to use Balix, you agree to the Terms as modified or as they appear. You are expected to check this page periodically so that you are aware of the changes as they require you.

1.6 By using Balix you agree to receive notices from us electronically, including emails and messages posted to your Balix account, all as detailed in the Privacy Policy. You acknowledge and agree that all communications we send to you electronically satisfy any legal requirement that such communications be in writing. If at any time you would like to opt-out of receiving notifications from us, please email support@balix.com and notify us of your opt-out.

1.7 We do not own Balix user content and views expressed by Balix users do not represent our views. All transactions and interactions regarding content on Balix users are between users. Except when we act as the creator's agent for payment for the Creator from a fan (as described below in Section 1.8), at no time will we be a party or responsible for any transaction or interaction between users.

1.8 Upon receipt of the payment by us, the creator will have no right of action against the fan for non-payment and the creator will be required to allow the fan to view user content or use fan interaction. Chapter 4 describes the payment process below.

1.9 Balix reserves the right at any time without notice:

1.9.1 change, suspend or terminate Balix or any part thereof;

1.9.2 Limit, restrict, suspend or discontinue your access to or any part of Balix.

1.9.3 delete any content you post on Balix as a creator if it is in Balix's reasonable opinion that it does not comply with these Terms and / or any applicable law.

1.9.4 Monitor your use of Balix (including any content and notice you post or transmit on Balix) to verify compliance with these Terms and / or any applicable law.

1.9.5 Investigate any suspected or alleged use or unlawful use of Balix and cooperate with law enforcement agencies in such investigation.

1.9.6 Disclose information about your use of Balix in connection with law enforcement investigations of any suspected or alleged illegal activity, or in response to a lawful order.

1.9.7 Change Payment Providers. If Balix does this, Balix will use its reasonable efforts to verify the genius and good condition of the new payment provider and to notify the user and the relevant details will be uploaded to the user's account.

1.10 From time to time, Balix may restrict access to certain parts of the app, or the entire app, to users.

2. How it works

2.1 Balix is a social media platform that allows you to create a user profile, which in turn allows you to:

2.1.1 Upload user content to be displayed by other users or interact with fans to be used by other fans.

2.1.2 Pay to view other User Content or use another User Fan Interaction.

3. Account Registration

3.1 To become a user you must register and create a Balix user account. You must provide a valid email address, username and password. This is a condition of your use of the site that all information you provide on the site is correct, up-to-date and complete. 3.2 You agree that all information you provide as a user or otherwise, including but not limited to information provided through the use of any interactive features in the app, is governed by Balix's Privacy Policy, and you proceed on the basis that you are aware of how and why Balix processes your personal data as set forth in the Policy Balix privacy.

3.3 If you choose to enter more or more payment card details into your user account below if the redemption card from the first card is declined because the payment card is no longer valid, the other payment card (s) will be used to collect the full payment from the revenue.

3.5 By registering with Balix, you acknowledge that:

3.5.1 All listing and profile information of the User Account is genuine and accurate and that any User Content you provide is your own and does not infringe any intellectual property or other proprietary rights of any third party.

3.5.3 You register on Balix for your personal use and you will not be able to sell, rent or transfer your user account to any third party.

3.5.4 Balix reserves the right, at any time, to verify the information you provide to Balix, as well as your compliance with the Terms. If Balix fails to verify this, Balix reserves the right to suspend your account.

3.5.5 You will not use any third-party payment processors to receive payments for registrations, or any other service, through Balix.

3.6 You are fully responsible for all activities that occur in your account and you are responsible for keeping your login information confidential and secure. You agree not to disclose this information to any other party or entity and to notify Balix immediately at support@balix.com if you believe that someone has used or used your account without your permission or if your account was subject to another security breach. . You also agree to disconnect from your account at the end of each session. You must be careful when accessing your account from a public or shared computer so that others cannot access, view, or record your password or other personal information.

3.7 Balix reserves the right to disable any username, password or other identifier, whether selected by you or provided by Balix, at any time and in Balix's sole discretion for any reason, including whether or not you have violated Balix's violation of any provision From the conditions.

4. Subscriptions, purchases and revenue payment

4.1 Balix will propose that payment providers ensure that the creators receive the commission from Balix where the difference between revenue and commission is the management fee imposed by Balix and payments due to the payment providers.

4.4 Balix receives the revenue and holds the commission on behalf of the relevant creator, and not on your behalf as a fan. Once Balix has been paid by you as a fan, you have no additional liability to the relevant creator and the creator will allow you as a fan to see user content or to use fan interaction.

4.5 Balix will take the redemption payment from the fan and hold the commission in the role of Balix as agent of the Creator.

4.6 All payments for viewing User Content or Fan Interaction are final and non-refundable. If Balix warns that a fan has requested and received a refund or chargeback, Balix will take further action. Any purchase of the right to view user content or interact with fans who are subsequently subject to a refund or chargeback may result in the user account being immediately and permanently deleted from Balix. The amount of the refund or chargeback may be deducted from the creator's income. The creator may alert the fan refund or cancellation.

6. Canceling an account

6.1 If you wish to cancel your Balix membership, you can do so in your User Account section.

6.2 All cancellation of the account will be done as soon as possible. You will no longer be charged and you will not have access to any creative content or interaction with fans and your funds will be deleted from the account.

6.5 You will receive an email confirmation after successful deletion of your account.

7. Intellectual Property Rights

7.1 Except for the content of the User, the Website and all its content, features and functionality (including but not limited to all information, software, text, display, images, video and audio, and

their design, selection and arrangement), they are owned by Balix, Balix licenses, or other material suppliers. Such and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary laws.

7.2 You may not reproduce, distribute, modify, create derivative works, publicly display, publicly perform, republish, download, store or transmit any of the materials on the Website, except as follows:

7.2.1 You may automatically cache files stored by your web browser for display enhancement purposes.

7.2.2 You may print or download one copy of a reasonable number of pages on the Site for your personal, non-commercial use, and not for any other copying, publishing or distribution.

7.3 If you print, copy, modify, download, or otherwise use or provide any other access to any part of the Website in violation of the Terms, your right to use the Website will terminate immediately and you, Balix, may return or destroy copies of the materials you have created.

7.4 Except for User Content, no right, title or interest in or on the Website or any Content on the Site is transferred to you, and all rights not expressly granted by Balix are reserved. Any use of a site that is not expressly permitted by these Terms is a violation of these Terms and may infringe on copyrights, trademarks, and other laws.

7.5 The Balix name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Balix companies or Balix affiliates or licensees. Such marks may not be used without Balix's prior written permission. All other names, logos, product and service names, designs and slogans on the Website are trademarks of their respective owners.

8. License

8.1 Subject to all of the terms, conditions, limitations and restrictions contained in these Terms, we grant you a conditional, revocable, non-transferable, non-sublicensable, non-exclusive and limited use of your website for your personal use only. You acknowledge and agree that the foregoing license may be revoked and terminated by Balix at any time and for any reason (including, without limitation, if you violate these Terms or any applicable law). Any use of Balix other than as expressly permitted under these Terms is strictly prohibited. All rights not expressly granted herein are reserved by Balix.

8.2 Balix does not warrant that Balix is compatible with all devices and operating systems. It is your sole responsibility to determine if Balix is compatible with your device or not.

9. Acceptable use

9.1 Balix requires all users to respect and abide by these terms below, at all times, when using Balix.

9.2 You may not:

9.2.1 use Balix except for your legal and personal use in accordance with these Terms;

9.2.2 Impersonate Balix, one of Balix employees, another user, or any other person or entity or misrepresent, propose or misrepresent any affiliation, affirmation, sponsorship between you and Balix and / or any other person or entity.

9.2.3 falsify the account registration information, or make unauthorized use of someone else's information or content;

9.2.4 use Balix in any way or for any purpose that is unlawful or unlawful, including engaging in any activity that violates any human or body right;

9.2.5 copy, reproduce, distribute, modify or create derivative works from any part of Balix without the express written permission of Balix;

9.2.6 use Balix for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, a request for personally identifiable information or otherwise;

9.2.7 transmit, or procure to send, any promotional or promotional material, including any "spam", "chain letter", "spam", or any other similar solicitation;

9.2.8 Engage in any other conduct that restricts or hinders anyone's use or enjoyment of the App, or which, as determined by Balix, may impair or expose Balix or users of the Site to any liability;

9.3 You may not create, upload, post, display, post or distribute User Content that:

9.3.1 is indecent, unlawful, fraudulent, defamatory, libelous, hateful, discriminatory, threatening or harassing, or in any way inciting violence or violating any of the above prohibitions;

9.3.2 infringes the copyright, trademark, right to privacy, right of publicity or other right or property (for example, use of another person's name, image, image or identity without proper consent);

9.3.3 Promotes or advertises escort services;

- 9.3.4 Promotes or advertises firearms, firearms, drugs or other drug paraphernalia;
- 9.3.5 promotes any illegal activity, or supports, promotes or assists in any illegal activity;
- 9.3.6 Causes unnecessary harassment, discomfort or anxiety or may upset, embarrass, alarm or annoy anyone else;
- 9.3.7 Includes third party commercial activities or sales, such as contests, sweepstakes and other promotions, barter or advertising;
- 9.3.8 gives the impression that it derives from Balix or another approved or other factor, if this is not the case.
- 9.4 You will not remove, delete, modify or treat any copyright, trademark or other proprietary notice contained in any User Content that you do not own.
- 9.5 You should not use the App in any way that could disable, overburden, damage or harm the Site or interfere with the use of any other party on the Site, including their ability to engage in real-time activities through the Website.
- 9.6 Do not disassemble, disassemble, engineer Revers or otherwise attempt to discover or derive the Balix source code.
- 9.7 Do not interfere in any way with the operation of Balix or any server, network or system connected to Balix, including, without limitation: hacking, mail bombing, flooding, overloading or "denial of service" attacks; Checking, scanning, or testing the site's vulnerability or any server, network, or system related to the Site; Violating or circumventing firewall routines, encryption, security, or authentication; Access information that is not intended for you, or access to another user's account that you are not explicitly authorized to access.
- 9.8 You will not use Balix for any unauthorized purpose, including, without limitation, for the purpose of building a competitive product or service, performance or functionality, or for other competitive purposes;
- 9.9 No automated program, tool or process (including without limitation, network scanners, robots, bots spiders and automated scripts) is prohibited from accessing Balix or any Balix server, network or system or extracting, collecting, harvesting or collecting Content or information from Balix.
- 9.10 No other use of Balix will violate these Terms or any applicable law.
- 9.11 Any published content reported by another user or by Balix, which is deemed invalid by Balix, will be deleted and the user will be notified via email. Users who repeatedly violate the acceptable use policy of Balix may be disabled.
- 9.12 By registering an account with Balix, you represent and warrant that:
 - 9.12.2 You will fully comply with these Terms;
 - 9.12.3 You accept full responsibility for using Balix on any device, whether or not you own it;
 - 9.12.4 You assume full responsibility for any User Content created or provided by you.
 - 9.12.5 Your use of Balix will not violate these Terms or any applicable law.
- 9.13 If you use Balix on behalf of another business or entity, you warrant that you are licensed to grant all licenses set forth in these terms and conditions and that you are authorized to bind the business or other party to these terms.

10. User Content

- 10.1 By creating and posting Balix User Content, you authorize your fans to access and view (without downloading or copying) your Balix User Content for their legal and personal use. You also represent, warrant and warrant that:
 - 10.1.1 you own, hold a valid license or otherwise control all rights in your User Content;
 - 10.1.2 Insofar as your User Content includes or uses any third-party property, you have secured all rights, licenses, consents and activation necessary to use such third-party property in your User Content; and
 - 10.1.3 Your User Content is not confidential and will be available to your Balix fans.
- 10.2 You grant to Balix and to our licensors, continuing through it, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to any third party any such material.

To clarify: The section exists so that we can use your content by adding stickers, text and watermarks, and making your content accessible to users as well as other standard actions in our app. We will never sell your content to other platforms.
- 10.3 You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you have full responsibility for such Content, including its legality, reliability, accuracy and appropriateness.

10.4 Indemnify Balix, licensors, holders of Balix and assign against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential loss, loss of goodwill, loss of goodwill and any interest, penalties and legal expenses (calculated on a full indemnity basis)) And any other reasonable professional costs and expenses incurred or incurred as a result of or in connection with your User Content.

10.5 Balix is not responsible or responsible to any third party for the content or accuracy of any User Content posted by you or any other user of the App.

10.6 By registering with Balix, you also agree to act as the guardian of the records for the content you upload to Balix.

10.7 Any questions regarding user content can be addressed by emailing support@balix.com.

12. Link to Website and Social Media Features

12.1 You may link to the Balix homepage, provided you do so fairly and legally and do not infringe or exploit Balix's reputation, but you must not create a link in a manner that provides any form of incorporation or approval by Balix.

12.2 The Site may provide certain features on social media that allow you to:

12.2.1 Link from your own or certain third party websites to specific content on the Site;

12.2.2 send an email or other communication with specific content, or links to specific content, on the Website;

12.2.3 make limited portions of content on this site appear or appear on your own or certain third party websites.

12.3 You may use these features only as provided by Balix, only with respect to the content with which they are displayed. However, you must not:

12.3.1 establish a link from any site that you do not own;

12.3.2 cause the Website or any part thereof to be displayed on the Site or appear to be displayed by any other Website, for example, framing, deep linking or online linking;

12.3.3 Link to any part of the site other than the home page; or

12.3.4 Otherwise, take any action regarding the materials on this site that are inconsistent with any other provision of these Terms.

12.4 You agree to cooperate with Balix to terminate any unauthorized frame or link immediately. Balix reserves the right to withdraw link permission without notice.

12.5 Balix may disable all or all of its social media features or links at any time without notice at Balix's discretion.

13. Links from the Site

13.1 If the site contains links to other websites and resources provided by third parties, these links are for your convenience only. This includes links to advertisements, including, without limitation, banner ads and sponsored links. Balix has no control over the content of those sites and resources and assumes no responsibility for them or for any loss or damage that may result from your use of them. If you decide to access any of the third party sites linked to this site, you do so entirely at your own risk and subject to the terms of use of this site.

14. Referral Plan

14.1 Balix offers a referral program that encourages users to introduce Balix to people who wish to become users. This section determines when Balix will pay an incentive payment. Balix reserves the right to change the manner in which incentive payments are made, but no change shall prevent users from incentive payments already invested before the changes take effect:

14.1.1 Users with a valid user account with Balix can participate;

14.1.2 Each user account has a unique referral URL that allows users to earn incentive payments;

14.1.3 The referred user must use the referring user's URL and then register in Balix using the same browser they used to click the referral link;

14.1.4 The referred user should be someone who has never held a user account. If the user mentioned was or is an existing user, Balix will not pay incentive payments to the referring user;

14.1.5 Balix will not pay incentive payments if the referred user does not join Balix through the correct referral link;

14.1.6 If the referred user then defines more than one new user account, the obligation to pay incentive payments will only apply to fees earned from the first user account. The referred user will only be a new user in relation to the first user account.

14.1.7 Users may not use confusing business practices to impersonate Balix with the intention of referring other users for incentive payments.

14.2 If it becomes clear that incentive payments were made in error, Balix reserves the right to recover the funds from the referring user.

14.3 To ensure that the referral program does not misuse Balix reserves the right to verify the referral user ID and refer users who claim to have presented the referenced users.

14.4 Incentive payment shall be processed on the first calendar business day of each month and paid in accordance with the terms of the payment provider.

14.5 The incentive payment is deducted from funds that Balix will keep from the transaction and not from the money earned by the mentioned user.

15. Statement of Warranty; Limitations of Warranty

15.1 By using Balix, you acknowledge and agree as follows:

15.1.1 Balix and all its services and features are provided without warranty of any kind, express or implied. To the fullest extent permitted by law, Balix disclaims all and all warranties, express or implied, with respect to Balix and all of its services and features, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Balix does not warrant or guarantee the accuracy, usability, completeness or reliability of Balix or the results of your use of Balix. Balix disclaims any responsibility or liability arising from any reliance placed on such materials by you or any other site visitor, or by anyone who knows any of its contents. Balix also does not warrant or warrant that Balix and all of its services and features will be available at any particular time and location; That Balix and all its services and features will be secure, uninterrupted and error free; That any defect or error be corrected; Or, Balix and all its services and features will be free of viruses and other harmful components. You are responsible for implementing sufficient procedures and auditing barriers to meet your specific antivirus protection and data input and output accuracy requirements, and to maintain external application measures for any lost data recovery. To the fullest extent permitted by law, Balix will not be liable for any loss or damage caused by the denial of service, virus, or other technological malicious attack that may infect your computer equipment, computer software, data or other proprietary material due to your use of the app or services or items obtained through The app or download of any published material on it, or any app linked to it. Your use of Balix and its services and features will be at your own risk. The foregoing does not affect any liability that cannot be excluded or limited by applicable law;

15.1.2 Balix does not warrant or warrant that the use of the Site will be uninterrupted or error-free for twenty-four hours a day, seven days a week, as Balix may need to maintain the Site from time to time. However, Balix will use its reasonable efforts to perform any such maintenance on the app and Balix will endeavor to provide reasonable notice, but this may not always be possible;

15.1.3 In no event shall Balix be liable (strictly or otherwise) in any contract, tort, negligence, strict liability or under any other legal or equitable principle, for any indirect, incidental, exemplary, special, punitive or consequential damages (including, without limitation, Loss of use, profits, data or information, or loss of business reputation or opportunity arising out of or related to your use (or inability to use) of Balix or any of its services and features, including Balix. You will be held liable in the event that your User Content is illegally distributed by another User, however, if such distribution occurs, please contact Balix at support@balixapp.com and Balix will request that such distribution be continued when Balix is reasonably able to do so; and

15.1.4 In no event will Balix assume any and all liability to you and / or others for any claims arising out of or related to your use (or inability to use) of Balix or any of its services and features. It does not affect any liability that cannot be excluded or limited by applicable law.

16. User indemnity

16.1 By using Balix you agree to indemnify and hold Balix and the employees, agents, agents, prosecutors and others against all claims, claims, causes of action, actions, claims, proceedings, judgments, instructions, damages, liabilities, losses, costs And expenses (including, without limitation, attorneys' fees and legal fees) arising out of or related to any of the following:

16.1.1 your use of Balix or any of its services and features;

16.1.2 any User Content created, posted or otherwise uploaded by Balix by you;

16.1.3 any transaction or interaction between you and any other Balix user; And / or

16.1.4 Your violation of any conditions or any applicable law.

16.2 Notwithstanding the appointment of Blix to the Creator Agent to pay the Creator's Commission, Blix, the Fan and the Creator are independent contractors and are responsible for fulfilling all their legal or statutory obligations. This continues to pay taxes or other payments

required by a regulatory authority. If a user fails to meet these obligations, the user will indemnify Balix for any loss or expense, including Balix's management time.

17. The rule of law and dispute resolution

17.1 You and Balix agree that these Terms will be governed by and interpreted in accordance with the Laws of the Tel Aviv Magistrate's Court (without regard to the contradictions of their provisions) and that any dispute between you and Balix relating to Balix or arising out of or relating to these Terms shall be exclusively decided in the Tel Aviv Magistrate's Court .

17.2 Unless prohibited by applicable law, any claim or cause of action by you relating to or relating to Balix, must be filed within one year after such claim or cause of action arose or be barred forever.

18. Waiver and Disconnection

18.1 No waiver of any term or condition set forth in these Terms shall be deemed to be an additional or continuing waiver of such term or condition or waiver of any other terms or conditions, and any failure to comply with any right or provision under these Terms shall constitute a waiver of any right or provision as mentioned.

18.2 If any provision of these Terms is held by a court or other court of competent jurisdiction as invalid, illegal or unenforceable for any reason, such provision shall be minimized or limited so that the remaining provisions of the Terms will continue in full force and effect.

19. General

19.1 The Terms constitute the sole and complete agreement between you and Balix with respect to the App and supersede all prior understandings, agreements, representations and undertakings relating to the App.

19.2 The Contract Law (Third Party Rights) 1999 is not included.

20. Contact

20.1 If you have any questions, comments, complaints or concerns about Balix, please contact our support team at support@balixapp.com