

Terms of Service

****Last Updated: January 17, 2026****

1. ACCEPTANCE OF TERMS

Welcome to DegenCreators. These Terms of Service (“Terms,” “Agreement”) constitute a legally binding contract between you (“you,” “your,” “User,” “Member”) and DegenCreators, LLC, a Delaware limited liability company (“DegenCreators,” “we,” “us,” “our,” “Platform,” “Service”).

By accessing, browsing, or using the DegenCreators website, mobile application, or any related services (collectively, the “Platform”), you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, Community Guidelines, and any additional terms and conditions that may apply to specific features or services offered through the Platform.

If you do not agree to these Terms in their entirety, you must immediately cease all use of the Platform and may not create an account or access any content or services provided by DegenCreators.

These Terms apply to all users of the Platform, including without limitation users who are browsers, vendors, customers, merchants, content creators, subscribers, and contributors of content or other materials.

Your use of the Platform constitutes acceptance of these Terms as they may be amended from time to time. We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our Platform. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.

2. DEFINITIONS

For purposes of these Terms, the following definitions shall apply:

****“Account”**** means the user profile you create to access and use the Platform.

****“Content”**** means any text, graphics, images, music, software, audio, video, works of authorship, applications, information, or other materials uploaded, posted, generated, provided, or otherwise made available through the Platform.

****“Creator”**** means a User who uploads, posts, or otherwise makes Content available on the Platform for monetization purposes.

****“Creator Content”**** means all Content uploaded, posted, or made available by a Creator on the Platform.

****“Cryptocurrency”**** means digital or virtual currency that uses cryptography for security and operates independently of a central bank.

“Gas Fee” means the fee required to successfully conduct a transaction or execute a contract on a blockchain network.

“NFT” or ***“Non-Fungible Token”*** means a unique digital identifier that cannot be copied, substituted, or subdivided, that is recorded in a blockchain, and that is used to certify authenticity and ownership.

“Platform Token” means the native cryptocurrency token issued by DegenCreators for use within the Platform ecosystem.

“Smart Contract” means a self-executing contract with the terms of the agreement directly written into code on a blockchain.

“Subscriber” means a User who accesses, purchases, or consumes Creator Content on the Platform.

“User Content” means any Content that Users upload, post, or otherwise make available through the Platform.

“Wallet” means a digital wallet used to store, send, and receive cryptocurrency and NFTs.

3. ELIGIBILITY AND REGISTRATION

3.1 Age Requirements

The Platform is intended solely for Users who are at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is greater. By using the Platform, you represent and warrant that you are at least eighteen (18) years of age and have the legal capacity to enter into these Terms.

We do not knowingly collect information from or direct any of our content specifically to anyone under the age of 18. If we learn or have reason to suspect that a User is under the age of 18, we will promptly terminate that User’s account and delete all associated information.

3.2 Geographic Restrictions

Access to the Platform may not be legal in certain countries or jurisdictions. You are responsible for determining whether your access to and use of the Platform complies with applicable laws in your jurisdiction, and you represent and warrant that your use of the Platform is not prohibited by applicable law.

We reserve the right to limit the availability of the Platform or any portion thereof to any person, geographic area, or jurisdiction, at any time and at our sole discretion.

3.3 Prohibited Persons

You may not access or use the Platform if:

- (a) You are under the age of 18 or otherwise lack the legal capacity to enter into these Terms;
- (b) You have been previously suspended or removed from the Platform;

- (c) You are located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services;
- (d) You are identified as a “Specially Designated National” by the U.S. Office of Foreign Assets Control;
- (e) You are placed on the U.S. Commerce Department’s Denied Persons List;
- (f) You are prohibited by law from accessing adult content or cryptocurrency services;
- (g) You have violated these Terms or any applicable laws or regulations;
- (h) You are accessing the Platform on behalf of any government, government agency, or government-owned entity; or
- (i) Your access would violate any applicable sanctions program.

3.4 Account Creation and Registration

To access certain features of the Platform, you must register for an account. When you register for an account, you agree to:

- (a) Provide true, accurate, current, and complete information about yourself as prompted by the registration process;
- (b) Maintain and promptly update your registration information to keep it true, accurate, current, and complete;
- (c) Maintain the security and confidentiality of your login credentials;
- (d) Accept all risks of unauthorized access to your account and the information you provide;
- (e) Immediately notify us if you discover or otherwise suspect any security breaches related to the Platform or your account; and
- (f) Take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access.

You may not:

- (a) Create an account using false or misleading information;
- (b) Create an account on behalf of another person without their authorization;
- (c) Use another person’s account without permission;
- (d) Create multiple accounts for the purpose of circumventing restrictions or avoiding fees;
- (e) Sell, trade, or transfer your account to another party; or
- (f) Use automated means to create accounts.

3.5 Account Types

DegenCreators offers two primary account types:

****Creator Accounts:**** For Users who wish to upload, publish, and monetize Content on the Platform. Creator accounts require additional verification as described in Section 3.6.

****Subscriber Accounts:**** For Users who wish to access, view, purchase, and interact with Creator Content.

3.6 Identity Verification

All Creator accounts must complete our identity verification process before uploading Content or receiving payouts. Our verification process may require:

- (a) A valid, government-issued photo identification document (passport, driver's license, or national ID card);
- (b) A recent photograph of yourself holding your identification document;
- (c) Proof of address (utility bill, bank statement, or government correspondence);
- (d) Social Security Number, Taxpayer Identification Number, or equivalent tax identification;
- (e) Facial recognition or biometric verification;
- (f) Additional documentation or information as we may reasonably request.

We use third-party verification services to confirm your identity. By submitting verification documents, you authorize us to share your information with these third-party services and consent to their processing of your personal data in accordance with their privacy policies.

We reserve the right to request re-verification at any time and to reject or revoke verification for any reason. Failure to complete or maintain verification will result in account suspension and inability to upload Content or receive payouts.

3.7 Account Security

You are solely responsible for maintaining the confidentiality and security of your account credentials. You agree to:

- (a) Choose a strong, unique password that you do not use for other services;
- (b) Enable two-factor authentication (2FA) when available;
- (c) Never share your password or 2FA codes with anyone;
- (d) Log out of your account at the end of each session when using a shared or public computer;
- (e) Immediately notify us of any unauthorized use of your account or any other breach of security; and
- (f) Monitor your account for suspicious activity.

We will not be liable for any loss or damage arising from your failure to protect your account credentials or from unauthorized access to your account that results from your actions or inactions.

3.8 Account Suspension and Termination

We reserve the right to suspend, disable, or terminate your account at any time, with or without notice, and with or without cause, including but not limited to if:

- (a) You violate any provision of these Terms;
- (b) You engage in fraudulent, illegal, or harmful activity;
- (c) You upload prohibited Content as defined in Section 5;
- (d) You fail to complete or maintain identity verification;
- (e) Your account has been inactive for an extended period;
- (f) We receive a valid legal request or court order;
- (g) Continuing to provide services to you would create legal liability or business risk for us;
- (h) You engage in conduct that harms or could harm other Users, Creators, or DegenCreators; or
- (i) We determine, in our sole discretion, that termination is necessary or appropriate.

You may terminate your account at any time by following the account closure procedures in your account settings. Upon termination of your account by either party:

- (a) Your right to access and use the Platform will immediately cease;
- (b) We may delete your Content, account information, and other data;
- (c) You will remain liable for all obligations incurred prior to termination;
- (d) You will not be entitled to any refunds except as required by law;
- (e) Outstanding balances owed to you may be forfeited if termination resulted from your violation of these Terms; and
- (f) Sections of these Terms that by their nature should survive termination will continue to apply.

4. ADULT CONTENT WARNING

4.1 Nature of Content

DegenCreators may contain adult content platform that hosts, displays, and distributes sexually explicit content, including but not limited to nudity, sexual acts, adult themes, and other material intended exclusively for mature audiences. By accessing and using the Platform, you acknowledge and accept that you will be exposed to such content.

4.2 Voluntary Access

You acknowledge and agree that:

- (a) You are voluntarily choosing to access adult content;
- (b) You are not offended by sexually explicit material;
- (c) You understand the nature of the content available on the Platform;
- (d) The material available on the Platform is lawful in your community and jurisdiction;
- (e) Viewing, possessing, and accessing such material is legal where you reside and from where you are accessing the Platform;
- (f) You will not permit any person under the age of 18 to access the Platform or view any content through your account;
- (g) You are not accessing the Platform from a location where adult content is prohibited; and
- (h) You assume all responsibility and liability for your choice to access adult content.

4.3 Legal Compliance

You represent and warrant that your access to and use of adult content on the Platform does not violate any applicable federal, state, local, or international law or regulation, including but not limited to obscenity laws, age verification requirements, and content distribution restrictions.

4.4 No Liability for Offense

You acknowledge that adult content may be offensive, explicit, or objectionable, and you agree that DegenCreators shall not be liable for any offense, harm, or damages resulting from your exposure to such content.

4.5 Content Warnings

While we may provide content warnings or age gates, you acknowledge that these are provided as a courtesy and that ultimate responsibility for your exposure to adult content rests with you.

5. CONTENT POLICIES AND PROHIBITED CONDUCT

5.1 Prohibited Content

The following types of content are strictly prohibited on the Platform and will result in immediate account termination and reporting to appropriate authorities:

(a) ****Child Sexual Abuse Material (CSAM):**** Any content that depicts, promotes, or sexualizes minors (persons under 18 years of age), including but not limited to:

- Sexual or suggestive imagery involving minors
- Computer-generated or artificially created CSAM
- Content that appears to depict minors engaged in sexual activity
- Any content that violates 18 U.S.C. § 2256 or similar laws

(b) ****Non-Consensual Content:**** Content created, distributed, or depicting individuals without their informed consent, including:

- Revenge pornography or intimate images shared without consent
- Upskirt, downblouse, or similar voyeuristic content
- Hidden camera recordings
- Deepfake or manipulated sexual content without consent of depicted individuals
- Content obtained through hacking, theft, or unauthorized access

(c) ****Human Trafficking and Exploitation:**** Content that promotes, facilitates, or depicts human trafficking, sexual slavery, forced prostitution, or sexual exploitation.

(d) ****Violence and Extreme Content:****

- Content depicting rape, sexual assault, or violence
- Content showing or promoting torture, mutilation, or gore
- Content depicting or promoting self-harm or suicide
- Snuff films or content depicting death or serious injury

(e) ****Bestiality and Animal Abuse:**** Content depicting sexual acts with animals or animal cruelty.

(f) ****Illegal Activities:**** Content that depicts, promotes, or facilitates illegal activities, including but not limited to:

- Drug manufacturing, trafficking, or use
- Weapons sales or trafficking
- Terrorism or violent extremism
- Money laundering or financial crimes
- Prostitution or sex trafficking

(g) ****Incestuous Content:**** Content depicting or promoting sexual activity between family members, including step-family members or adopted family members if presented in a context suggesting familial relationships.

(h) ****Impersonation and Misrepresentation:**** Content that impersonates another person, uses another person's identity without permission, or falsely claims affiliation with an individual, organization, or entity.

(i) ****Copyrighted Material:**** Content that infringes upon the intellectual property rights of others, including:

- Unauthorized use of copyrighted music, videos, images, or text
- Content from other platforms or creators without permission
- Pirated or illegally distributed material

(j) ****Deceptive or Fraudulent Content:**** Content intended to deceive, defraud, or scam users, including phishing attempts, pyramid schemes, or false advertising.

(k) ****Hate Speech and Harassment:**** Content that promotes hatred, violence, or discrimination based on race, ethnicity, national origin, religion, disability, gender, age, veteran status, or sexual orientation.

- (l) ****Spam and Malicious Content:**** Content containing malware, viruses, or other harmful code, or content that constitutes spam or unsolicited commercial communications.
- (m) ****Minors in Any Context:**** No content featuring, depicting, or mentioning individuals under 18 years of age in any context whatsoever, even if non-sexual.
- (n) ****Coercion or Blackmail:**** Content used to coerce, blackmail, extort, or threaten any individual.
- (o) ****Public or Private Property Violations:**** Content filmed on private property without permission or in public spaces where filming is prohibited or where reasonable expectation of privacy exists.
- (p) ****Bodily Fluids and Waste:**** Content focusing on or prominently featuring feces, urine, vomit, or menstrual blood in a sexual context (restrictions may vary by jurisdiction).
- (q) ****Substance Intoxication:**** Content depicting individuals who appear to be under the influence of drugs or alcohol to the point of impairment.

5.2 Content Documentation Requirements

Creators must maintain records pursuant to 18 U.S.C. § 2257 and related regulations for all individuals appearing in their Content. This includes:

- (a) Original or certified copies of government-issued identification for all performers;
- (b) Proof that all performers were at least 18 years of age at the time of Content creation;
- (c) Model release forms and consent agreements;
- (d) Records of the legal name and date of birth of every performer;
- (e) Documentation of the date of original production;
- (f) Such records must be maintained for a minimum of seven (7) years and made available to authorized law enforcement upon request.

Creators certify that they are the custodian of records for all Content they upload and that all required documentation is current, accurate, and available for inspection.

5.3 Creator Responsibilities

Creators represent, warrant, and covenant that:

- (a) They are the original creator of all Content or have obtained all necessary rights, licenses, consents, and permissions;
- (b) All individuals appearing in their Content:
 - Were at least 18 years of age at the time of creation
 - Consented to participate and to have the Content distributed
 - Have signed appropriate model releases and consent forms
 - Were not coerced, threatened, or under duress

- (c) Their Content does not violate any applicable laws, regulations, or third-party rights;
- (d) They have complied with all applicable record-keeping requirements;
- (e) They have paid all individuals appearing in their Content in accordance with applicable laws;
- (f) Their Content does not contain any viruses, malware, or harmful code;
- (g) All information provided about their Content is accurate and not misleading; and
- (h) They will immediately remove any Content if any representation or warranty becomes untrue.

5.4 Prohibited User Conduct

Users may not:

- (a) Use the Platform for any illegal purpose or in violation of any applicable laws;
- (b) Violate, misappropriate, or infringe the rights of DegenCreators, other Users, or third parties, including privacy, publicity, intellectual property, or other proprietary rights;
- (c) Post, upload, or distribute any Content that violates Section 5.1;
- (d) Engage in any form of harassment, bullying, stalking, threatening, or intimidating behavior;
- (e) Impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity;
- (f) Interfere with or disrupt the Platform, servers, or networks connected to the Platform;
- (g) Attempt to gain unauthorized access to any portion of the Platform, other Users' accounts, or any systems or networks connected to the Platform;
- (h) Use any automated means (including robots, spiders, scrapers, or crawlers) to access the Platform;
- (g) Remove, circumvent, disable, damage, or otherwise interfere with any security-related features, features that prevent or restrict use or copying of Content, or features that enforce limitations on use;
- (j) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Platform;
- (k) Record, screenshot, capture, download, reproduce, or redistribute Content without explicit permission;
- (l) Share account credentials or allow others to access your account;
- (m) Create multiple accounts to evade bans, restrictions, or fees;
- (n) Manipulate the Platform's features, including but not limited to voting, rating, or ranking systems;

- (o) Engage in any activity that could disable, overburden, or impair the proper functioning of the Platform;
- (p) Use the Platform to send spam, chain letters, or other unsolicited communications;
- (q) Collect or harvest any information about other Users without their consent;
- (r) Use the Platform for any commercial purpose not expressly authorized by these Terms;
- (s) Encourage or enable any other individual to violate these Terms; or
- (t) Attempt to do any of the foregoing.

5.5 Content Monitoring and Removal

While we have no obligation to monitor Content, we reserve the right to:

- (a) Review, monitor, and remove any Content at any time for any reason without notice;
- (b) Use automated systems, artificial intelligence, or human moderators to detect prohibited Content;
- (c) Investigate suspected violations of these Terms;
- (d) Cooperate with law enforcement and regulatory authorities;
- (e) Preserve evidence of violations; and
- (f) Take any action we deem necessary to protect the Platform, our Users, or third parties.

Removal of Content does not waive our right to pursue legal action or terminate accounts.

5.6 Reporting Violations

Users may report Content or conduct that violates these Terms by using the reporting features available on the Platform or by contacting us at abuse@degencreators.com. Reports should include:

- (a) A detailed description of the violation;
- (b) The username or URL of the offending account;
- (c) Links to or screenshots of the offending Content;
- (d) Any additional relevant information; and
- (e) Your contact information (which will be kept confidential).

We will investigate reports and take appropriate action, though we are not obligated to remove Content or take action based solely on a report.

5.7 Repeat Infringer Policy

We will terminate the accounts of Users who repeatedly violate these Terms or the intellectual property rights of others. We may also, at our discretion, suspend or terminate accounts after a single serious violation.

5.8 No Guarantee of Enforcement

Our failure to enforce any provision of these Terms or to take action against any violation does not constitute a waiver of our right to enforce that provision or to take action in the future.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Platform Ownership

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection, arrangement, and the “look and feel” of the Platform), are owned by DegenCreators, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

6.2 Trademarks

The DegenCreators name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of DegenCreators or its affiliates or licensors. You may not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

6.3 Limited License to Use Platform

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your personal, non-commercial use. This license does not include:

- (a) Any resale or commercial use of the Platform or its contents;
- (b) The collection and use of any product listings, descriptions, or prices;
- (c) Any derivative use of the Platform or its contents;
- (d) Any downloading, copying, or other use of account information for the benefit of any third party;
- (e) Any use of data mining, robots, or similar data gathering and extraction tools; or
- (f) Any use of the Platform other than as expressly permitted.

Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

6.4 Creator Content Ownership

You retain all ownership rights in Creator Content that you upload to the Platform. However, by uploading Creator Content, you grant DegenCreators and its affiliates, partners, and sublicensees the following rights:

- (a) A worldwide, non-exclusive, royalty-free, fully paid, transferable, sublicensable, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display your Creator Content in connection with operating and providing the Platform and our business, including for promoting and redistributing part or all of the Platform;
- (b) The right to use your username, likeness, and any biographical information you provide in connection with your Creator Content;
- (c) The right to use your Creator Content for marketing, advertising, and promotional purposes;
- (d) The right to store your Creator Content on our servers and third-party hosting services; and
- (e) The right to create thumbnails, previews, and promotional clips from your Creator Content.

This license survives termination of your account for Content that has been shared with others and they have not deleted. For Content you delete from the Platform, the license ends when the Content is deleted from our systems, provided that the deletion may not be immediate due to technical or operational limitations.

6.5 Creator Content Representations and Warranties

By uploading Creator Content, you represent and warrant that:

- (a) You own all rights to the Creator Content or have obtained all necessary rights, licenses, consents, and permissions to grant the rights described in these Terms;
- (b) Your Creator Content does not and will not infringe, violate, or misappropriate any third-party rights, including copyright, trademark, patent, trade secret, moral rights, privacy rights, publicity rights, or any other intellectual property or proprietary rights;
- (c) All individuals appearing in your Creator Content have provided informed consent and appropriate releases;
- (d) Your Creator Content complies with all applicable laws and these Terms;
- (e) You have all necessary rights to monetize your Creator Content; and
- (f) Your Creator Content is not defamatory, libelous, or obscene, and does not violate any person's right to privacy or publicity.

6.6 DMCA and Copyright Infringement

We respect the intellectual property rights of others and expect our Users to do the same. We respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on the Platform, please notify our DMCA agent with the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Platform (preferably including specific URLs);
- (d) Your address, telephone number, and email address;
- (e) A written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated DMCA agent for notice of claims of copyright infringement can be reached at:

****DMCA Agent****
DegenCreators, LLC
[Address]
Email: dmca@degencreators.com

We will investigate notices of copyright infringement and take appropriate action, which may include removing or disabling access to the allegedly infringing Content and terminating the accounts of repeat infringers.

6.7 Counter-Notice

If you believe that Content you posted was removed or access to it was disabled by mistake or misidentification, you may file a counter-notice with our DMCA agent containing:

- (a) Your physical or electronic signature;
- (b) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- (c) A statement under penalty of perjury that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification;
- (d) Your name, address, telephone number, and email address; and
- (e) A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you are outside the United States, for any judicial district in which the Platform may be found), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.

6.8 Termination of Repeat Infringers

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, the accounts of Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Platform and terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6.9 User License to Other Users

By making your Creator Content available through the Platform, you grant Subscribers a limited, non-exclusive, non-transferable license to access and view your Creator Content solely for their personal, non-commercial use through the Platform's features and only for as long as they maintain an active subscription or have purchased access to that Content.

This license does not permit Subscribers to:

- (a) Download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit your Creator Content for any purpose;
- (b) Record, screenshot, or capture your Creator Content by any means;
- (c) Modify, create derivative works from, or adapt your Creator Content; or
- (d) Use your Creator Content for commercial purposes or outside the Platform.

6.10 Feedback and Suggestions

If you provide us with any feedback, suggestions, ideas, or other information regarding the Platform ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

7. CRYPTOCURRENCY, PAYMENTS, AND FEES

7.1 Accepted Payment Methods

DegenCreators accepts the following forms of payment:

- (a) Cryptocurrency payments in Bitcoin (BTC), Ethereum (ETH), and other supported cryptocurrencies as designated on the Platform;
- (b) Payments in the DegenCreators Platform Token;
- (c) Fiat currency payments through authorized third-party payment processors (where available); and
- (d) Other payment methods as we may designate from time to time.

7.2 Platform Fee Structure

All transactions on the Platform are subject to the following fee structure:

****Creator Earnings:**** When a Subscriber purchases access to Creator Content or sends tips/ payments to a Creator:

- (a) Five percent (5%) of the transaction amount is retained by DegenCreators as a platform service fee;
- (b) Five percent (5%) of the transaction amount is allocated to the Platform Token reserve to support the DegenCreators ecosystem and token value;

- (c) The remaining ninety percent (90%) is credited to the Creator's account balance; and
- (d) Additional network fees (gas fees for blockchain transactions) may apply and are the responsibility of the party initiating the transaction.

****Example:**** If a Subscriber pays \$100 for a Creator's content:

- DegenCreators platform fee: \$5
- Platform Token allocation: \$5
- Creator receives: \$90

7.3 Platform Token

The DegenCreators Platform Token is a utility token that may be used within the Platform ecosystem for:

- (a) Purchasing Creator Content at discounted rates;
- (b) Tipping Creators;
- (c) Accessing platform features and benefits;
- (d) Participation in governance or voting mechanisms (if implemented);
- (e) Staking for rewards or benefits; and
- (f) Other uses as designated by DegenCreators.

****Token Allocation:**** Five percent (5%) of all platform transactions are allocated to the Platform Token reserve. This allocation is used to:

- (a) Provide liquidity for the token;
- (b) Fund platform development and operations;
- (c) Reward token holders through staking or other mechanisms;
- (d) Support the long-term value and utility of the token; and
- (e) Fund marketing and growth initiatives.

****Token Terms:**** The Platform Token is subject to separate token terms and conditions, which are incorporated into these Terms by reference. By using Platform Tokens, you agree to those additional terms.

****No Investment Advice:**** Platform Tokens are not intended as an investment, security, or financial instrument. We make no representations or warranties regarding the future value of Platform Tokens. You should not purchase Platform Tokens with the expectation of profit.

7.4 Cryptocurrency Wallet Requirements

To send or receive cryptocurrency payments on the Platform, you must connect a compatible cryptocurrency wallet. You acknowledge and agree that:

- (a) You are solely responsible for maintaining the security of your wallet and private keys;
- (b) We do not have access to or control over your wallet or private keys;
- (c) We cannot recover lost or stolen cryptocurrency;
- (d) We are not responsible for any losses resulting from wallet compromise, loss of private keys, or unauthorized access to your wallet;
- (e) You must ensure your wallet is compatible with the blockchain networks we support;
- (f) You are responsible for ensuring you are sending cryptocurrency to the correct address;
- (g) Cryptocurrency transactions are irreversible; and
- (h) You must comply with any terms and conditions of your wallet provider.

7.5 Transaction Processing

When you initiate a cryptocurrency transaction through the Platform:

- (a) The transaction is broadcast to the relevant blockchain network;
- (b) Transaction confirmation times vary based on network conditions and gas fees;
- (c) We may set minimum gas fee requirements to ensure timely processing;
- (d) Transactions cannot be reversed or canceled once confirmed on the blockchain;
- (e) We are not responsible for delays caused by network congestion or insufficient gas fees; and
- (f) Failed transactions due to technical issues, network errors, or insufficient gas may result in loss of gas fees without completion of the intended transaction.

7.6 Pricing and Fees

Creators have full control over pricing their Content, subject to minimum pricing requirements we may establish. All pricing must be clearly disclosed to Subscribers before purchase.

Additional fees that may apply include:

- (a) ****Network/Gas Fees:**** Required for blockchain transactions, paid to network validators. These fees are not controlled by DegenCreators and vary based on network conditions.
- (b) ****Payment Processor Fees:**** For fiat currency transactions, third-party payment processors may charge additional fees, which will be disclosed before transaction completion.
- (c) ****Currency Conversion Fees:**** If currency conversion is required, conversion fees and exchange rates will be disclosed before transaction completion.
- (d) ****Withdrawal Fees:**** Fees may apply when withdrawing funds from your account balance, which will be clearly disclosed.

(e) **Premium Features:** Additional fees may apply for premium platform features or services.

All fees are displayed in the transaction interface before you complete a transaction.

7.7 Creator Payouts

Creators may request payouts of their account balance subject to the following terms:

(a) **Minimum Payout Threshold:** Creators must accumulate a minimum balance of \$50 (or cryptocurrency equivalent) before requesting a payout;

(b) **Payout Methods:** Payouts can be made via cryptocurrency transfer to your connected wallet, bank transfer (where available), or other methods as we designate;

(c) **Payout Schedule:** Payouts are processed within 7 business days of request, subject to verification and anti-fraud checks;

(d) **Verification Requirements:** We may require additional identity verification, tax documentation, or information before processing payouts;

(e) **Payout Fees:** Payout fees (including network fees) will be deducted from the payout amount and disclosed before confirmation;

(f) **Reserve Rights:** We reserve the right to hold, post, transmit, or make available through the Platform;

(c) **Violation of Terms:** Your violation of any provision of these Terms;

(d) **Violation of Laws:** Your violation of any applicable law, regulation, or ordinance;

(e) **Third-Party Rights:** Your violation of any rights of any third party, including copyright, trademark, privacy, publicity, or other intellectual property or proprietary rights;

(f) **Misrepresentations:** Any false, misleading, or inaccurate information you provide to DegenCreators or other Users;

(g) **Your Conduct:** Any harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable conduct;

(h) **Unauthorized Access:** Any unauthorized access to or use of our servers, Platform, or any personal information stored therein resulting from your actions;

(i) **Crypto Transactions:** Any cryptocurrency or NFT transactions you engage in through the Platform;

(j) **Tax Obligations:** Your failure to pay applicable taxes or comply with tax reporting requirements;

(k) **Content Creation:** Any claims by individuals appearing in your Content or any third parties regarding your Content;

(l) **Record Keeping:** Your failure to comply with record-keeping requirements under 18 U.S.C. § 2257 or similar laws;

- (m) ****Subscriber Disputes:**** Disputes between you and your subscribers or other Users;
- (n) ****Payment Disputes:**** Chargebacks, refund requests, or payment disputes;
- (o) ****Platform Token:**** Any claims related to your use, purchase, or sale of Platform Tokens; or
- (p) ****Other Users:**** Your interactions with other Users, whether online or offline.

13.2 Defense and Settlement

DegenCreators reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with DegenCreators in asserting any available defenses. You shall not settle any such claim without DegenCreators' prior written consent.

13.3 Notice of Claims

You agree to promptly notify DegenCreators of any claims subject to indemnification and to provide reasonable assistance in the defense of such claims at your expense.

13.4 Survival

Your indemnification obligations shall survive termination of these Terms and your use of the Platform.

14. DISPUTE RESOLUTION AND ARBITRATION

14.1 Governing Law

These Terms and any dispute arising out of or related to these Terms or the Platform shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

14.2 Informal Resolution

Before filing a claim, you agree to try to resolve the dispute informally by contacting legal@degencreators.com with a description of the dispute, your contact information, and the relief you seek. We will attempt to resolve the dispute informally by contacting you via email. If a dispute is not resolved within sixty (60) days after submission, you or DegenCreators may bring a formal proceeding.

14.3 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Platform (collectively, "Disputes") that cannot be resolved informally shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules then in effect, except as modified by this Section 14.

The arbitration will be conducted by a single arbitrator, and the arbitrator's decision will be final and binding.

****Arbitration Location:**** The arbitration shall take place in Wilmington, Delaware, or at another location mutually agreed upon by the parties, or remotely via videoconference.

****Arbitration Fees:**** Each party shall bear its own costs and expenses, including attorneys' fees. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

****Small Claims:**** Either party may bring a claim in small claims court in lieu of arbitration if the claim is within that court's jurisdiction and proceeds on an individual basis.

****Injunctive Relief:**** Either party may seek injunctive or other equitable relief in court to prevent or stop any infringement or misappropriation of intellectual property rights, violation of confidentiality obligations, or other imminent harm.

14.4 Class Action Waiver

****YOU AND DEGENCREATORS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.****

Unless both you and DegenCreators agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If this class action waiver is found to be unenforceable with respect to any claim or request for relief, then that claim or request for relief shall be severed, and all other claims and requests for relief shall remain in arbitration.

14.5 Opt-Out of Arbitration

You have the right to opt out of binding arbitration within thirty (30) days of first accepting these Terms by sending written notice of your decision to opt out to the following address:

DegenCreators, LLC
Attn: Legal Department - Arbitration Opt-Out
[Address]
Email: legal@degencreators.com

The notice must include your name, username, email address, and a clear statement that you wish to opt out of arbitration. If you opt out, all other terms of these Terms will continue to apply, and disputes will be resolved in court as set forth in Section 14.6.

14.6 Jurisdiction and Venue

If the arbitration provision in Section 14.3 is found to be unenforceable or if you opt out of arbitration, you agree that any judicial proceeding shall be brought exclusively in the federal or state courts located in Wilmington, Delaware. Both you and DegenCreators consent to venue and personal jurisdiction there.

14.7 Limitations Period

To the extent permitted by law, any claim or cause of action arising out of or related to use of the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose, or it will be forever barred.

14.8 Jury Trial Waiver

TO THE EXTENT PERMITTED BY LAW, YOU AND DEGENCREATORS WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM.

15. MODIFICATIONS TO TERMS

15.1 Right to Modify

We reserve the right to modify, amend, or update these Terms at any time, at our sole discretion. We will provide notice of material changes to these Terms by:

- (a) Posting the updated Terms on the Platform;
- (b) Updating the “Last Updated” date at the top of these Terms;
- (c) Sending notice to the email address associated with your account; and/or
- (d) Displaying a prominent notice on the Platform.

15.2 Notice Period

For material changes, we will provide at least thirty (30) days’ notice before the new Terms take effect, unless changes are required sooner by law or to address security or fraud concerns.

15.3 Acceptance of Changes

Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Platform and may terminate your account.

15.4 Disputes Regarding Changes

Any disputes arising from changes to these Terms will be governed by the arbitration provisions in Section 14, unless you opt out of arbitration within thirty (30) days of the changes taking effect.

15.5 Version History

We maintain a version history of these Terms. Previous versions may be requested by contacting legal@degencreators.com.

16. TERMINATION

16.1 Termination by You

You may terminate your account at any time by:

- (a) Accessing your account settings and following the account deletion process;
- (b) Contacting support@degencreators.com with a termination request; or

(c) Providing written notice to our address listed in Section 22.

Account termination requests will be processed within fourteen (14) days.

16.2 Termination by DegenCreators

We may suspend, disable, or terminate your account and access to the Platform immediately, with or without notice, and with or without cause, including but not limited to:

- (a) **Terms Violations:** If you violate any provision of these Terms;
- (b) **Illegal Activity:** If we reasonably believe you are engaged in illegal activity;
- (c) **Prohibited Content:** If you upload Content prohibited under Section 5;
- (d) **Fraud or Abuse:** If we suspect fraud, abuse, or manipulation;
- (e) **Chargebacks:** If you initiate excessive chargebacks;
- (f) **Identity Verification Failure:** If you fail to complete or maintain identity verification;
- (g) **Inactive Accounts:** If your account has been inactive for an extended period;
- (h) **Risk Management:** If continuing to provide services creates legal or business risk for us;
- (i) **Legal Requirements:** If required by law, court order, or regulatory authority;
- (j) **Harm to Others:** If your conduct harms or could harm other Users or DegenCreators;
- (k) **Intellectual Property Violations:** If you repeatedly infringe intellectual property rights;
- (l) **Security Threats:** If your account poses a security threat to the Platform;
- (m) **Multiple Account Violations:** If you create multiple accounts after termination;
- (n) **Payment Issues:** If you fail to pay required fees or engage in payment fraud; or
- (o) **Discretionary Termination:** At our sole discretion, for any reason or no reason.

16.3 Effect of Termination

Upon termination of your account:

- (a) **Access Termination:** Your right to access and use the Platform immediately ceases;
- (b) **Content Deletion:** We may delete your Content, profile, and account data, though we are not obligated to do so;
- (c) **Outstanding Obligations:** You remain liable for all obligations incurred prior to termination, including outstanding fees, taxes, and liabilities;
- (d) **No Refunds:** Except as required by law, you will not receive refunds for any prepaid fees, subscriptions, or purchases;

- (e) ****Forfeiture of Balances:**** If termination resulted from your violation of these Terms, we may forfeit any outstanding account balance owed to you;
- (f) ****Creator Payouts:**** For Creators, we may withhold final payouts for up to ninety (90) days to address potential disputes, chargebacks, or refunds;
- (g) ****Data Retention:**** We may retain certain data as required by law or for legitimate business purposes;
- (h) ****Subscriber Refunds:**** Active subscriptions may be canceled without refund;
- (i) ****NFT Access:**** NFTs you own on the blockchain remain yours, but access to associated metadata or content hosted by us may be affected;
- (j) ****Platform Token:**** Any Platform Tokens you hold remain on the blockchain, but platform-specific utilities may no longer be accessible; and
- (k) ****Backup Responsibility:**** You are responsible for backing up your Content before termination.

16.4 Survival of Terms

The following sections survive termination of these Terms:

- Section 6 (Intellectual Property Rights) - licenses granted to DegenCreators
- Section 7 (Cryptocurrency, Payments, and Fees) - outstanding payment obligations
- Section 10 (Privacy and Data Protection) - to the extent necessary for data retention
- Section 11 (Disclaimers and Warranties)
- Section 12 (Limitation of Liability)
- Section 13 (Indemnification)
- Section 14 (Dispute Resolution and Arbitration)
- Section 17 (General Provisions)
- Any other provisions that by their nature should survive termination

16.5 Reactivation

Once terminated, you may not create a new account without our express written permission. Attempts to circumvent a termination by creating new accounts may result in permanent ban and legal action.

In exceptional circumstances, we may consider account reactivation requests on a case-by-case basis. Requests should be sent to appeals@degencreators.com.

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with our Privacy Policy, Community Guidelines, and any additional terms applicable to specific features or services, constitute the entire agreement between you and DegenCreators regarding your use of the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

17.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from these Terms. The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

17.3 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Any waiver must be in writing and signed by an authorized representative of DegenCreators.

17.4 Assignment

You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder, in whole or in part, without our prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be null and void.

We may assign, transfer, or delegate these Terms and our rights and obligations hereunder, in whole or in part, without restriction and without notice to you, including in connection with a merger, acquisition, reorganization, sale of assets, or by operation of law.

17.5 No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party, except as expressly provided herein with respect to indemnification and limitation of liability provisions.

17.6 Force Majeure

DegenCreators shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

17.7 Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect.

17.8 Interpretation

In these Terms, unless the context requires otherwise:

- (a) The singular includes the plural and vice versa;
- (b) References to one gender include all genders;
- (c) "Including" means "including without limitation";

- (d) "Or" is not exclusive;
- (e) References to sections are to sections of these Terms; and
- (f) Any ambiguity shall not be construed against the drafting party.

17.9 Language

These Terms are drafted in English. If these Terms are translated into another language, the English version shall prevail in the event of any conflict or inconsistency.

17.10 Electronic Communications

By using the Platform, you consent to receiving electronic communications from us. These communications may include notices about your account, transactional information, and promotional messages. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You may withdraw your consent to receive electronic communications by contacting us at support@degencreators.com, but doing so may result in termination of your account as we may not be able to provide services without electronic communication.

17.11 Contact for Legal Notices

All legal notices to DegenCreators must be sent to:

DegenCreators, LLC
Attn: Legal Department
[Address]
Email: legal@degencreators.com

Notices will be deemed given:

- (a) When delivered personally;
- (b) When sent by confirmed email;
- (c) Five (5) business days after being sent by registered or certified mail, return receipt requested; or
- (d) One (1) business day after being sent by recognized overnight courier service.

17.12 Relationship of Parties

Nothing in these Terms creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and DegenCreators. You have no authority to make or accept any offers or representations on our behalf. You may not make any statements, whether orally or in writing, that contradict this provision.

17.13 Independent Operation

You acknowledge and agree that you are operating independently and are not an employee, agent, or representative of DegenCreators. As a Creator, you are solely responsible for:

- (a) Your own tax obligations and reporting;
- (b) Obtaining any necessary business licenses or permits;
- (c) Complying with all applicable laws and regulations;
- (d) Your own business decisions and content strategy;
- (e) Your interactions with subscribers and customers; and
- (f) All aspects of your business operations.

17.14 Government Use

If you are a U.S. government entity, the Platform is a “Commercial Item” as defined in 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. The Platform is licensed, not sold. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Platform is provided with only those rights as are granted to all other users under these Terms.

17.15 Export Control

You may not use, export, re-export, import, sell, or transfer the Platform except as authorized by United States law, the laws of the jurisdiction in which you obtained the Platform, and any other applicable laws. In particular, but without limitation, the Platform may not be exported or re-exported:

- (a) Into any United States embargoed countries;
- (b) To anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List; or
- (c) To any prohibited country, entity, or person under applicable export control laws.

By using the Platform, you represent and warrant that you are not located in any such country or on any such list, and you will not use the Platform for any purposes prohibited by law.

17.16 Mobile Terms

If you access the Platform via a mobile application:

- (a) You acknowledge that these Terms are between you and DegenCreators only, not with any app store provider;
- (b) The app store provider has no obligation to provide maintenance or support services;
- (c) In the event of any failure of the mobile application to conform to any applicable warranty, you may notify the app store provider and they may refund the purchase price (if any), but the app store provider has no other warranty obligation;
- (d) The app store provider is not responsible for addressing claims relating to the mobile application or your use thereof;

(e) The app store provider is a third-party beneficiary of these Terms as they relate to your use of the mobile application, and upon your acceptance of these Terms, will have the right to enforce these Terms against you; and

(f) You must comply with all applicable third-party terms when using the mobile application.

17.17 California Residents

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

17.18 EU and UK Users

If you are located in the European Union or United Kingdom, you may have additional rights under applicable laws. Nothing in these Terms limits your rights under mandatory consumer protection laws.

17.19 Accessibility

We strive to make the Platform accessible to all users. If you encounter accessibility barriers, please contact accessibility@degencreators.com.

17.20 Feedback

We welcome your feedback, comments, and suggestions for improvements to the Platform ("Feedback"). You may submit Feedback by emailing us at feedback@degencreators.com or through other channels we make available.

By submitting Feedback, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

18. PLATFORM RULES AND COMMUNITY GUIDELINES

18.1 Community Standards

In addition to the prohibited content and conduct described in Section 5, all Users must adhere to the following community standards:

- (a) ****Respect:**** Treat all Users, Creators, and DegenCreators staff with respect and courtesy;
- (b) ****Honesty:**** Be truthful and transparent in all interactions and content;
- (c) ****Consent:**** Ensure all content creation and interactions are consensual;
- (d) ****Safety:**** Prioritize the safety and well-being of all community members;
- (e) ****Privacy:**** Respect the privacy of others and do not share personal information without consent;

- (f) ****Authenticity:**** Be authentic and do not impersonate others or misrepresent your identity;
- (g) ****Constructiveness:**** Engage in constructive communication and avoid destructive behavior; and
- (h) ****Compliance:**** Comply with all Platform rules, policies, and applicable laws.

18.2 Creator-Specific Guidelines

Creators must:

- (a) Accurately describe their Content and subscription offerings;
- (b) Deliver Content and benefits promised to subscribers;
- (c) Respond to subscriber messages and support requests in a reasonable timeframe;
- (d) Maintain professional conduct with subscribers;
- (e) Honor commitments made to subscribers;
- (f) Not engage in misleading marketing or false advertising;
- (g) Clearly disclose any sponsored content or affiliate relationships;
- (h) Respect subscriber privacy and not misuse subscriber information;
- (i) Not encourage subscribers to engage in harmful behaviors;
- (j) Maintain consistent content quality and posting schedules (as promised); and
- (k) Notify subscribers of significant changes to subscription terms or content offerings.

18.3 Subscriber-Specific Guidelines

Subscribers must:

- (a) Not share, distribute, or republish Creator Content;
- (b) Not record, screenshot, or copy Content;
- (c) Respect Creator boundaries and content restrictions;
- (d) Not harass, stalk, or threaten Creators;
- (e) Not make unreasonable demands of Creators;
- (f) Pay for all content and subscriptions as agreed;
- (g) Not attempt to contact Creators outside the Platform without permission;
- (h) Respect Creator intellectual property rights;
- (i) Not request or demand illegal content or activities; and

(j) Report violations of these Terms or Community Guidelines.

18.4 Communication Standards

All Platform communications must:

- (a) Be free from harassment, threats, or intimidation;
- (b) Not contain hate speech or discriminatory language;
- (c) Not include unsolicited advertising or spam;
- (d) Respect others' time and boundaries;
- (e) Be appropriate for the context and platform features;
- (f) Not include requests for personal information or off-platform communication;
- (g) Not include financial scams or fraudulent schemes; and
- (h) Comply with all applicable communication laws and regulations.

18.5 Enforcement Actions

Violations of Platform rules or Community Guidelines may result in:

- (a) Content removal;
- (b) Warning notices;
- (c) Temporary account suspension;
- (d) Permanent account termination;
- (e) Forfeiture of account balances;
- (f) Reporting to law enforcement;
- (g) Legal action;
- (h) Cooperation with investigations; or
- (i) Other actions as deemed appropriate.

Enforcement actions are at our sole discretion and may be taken without prior notice.

18.6 Appeals Process

If you believe an enforcement action was taken in error, you may appeal by:

- (a) Contacting appeals@degencreators.com within fourteen (14) days of the action;
- (b) Providing your username and account information;

- (c) Describing the enforcement action;
- (d) Explaining why you believe the action was incorrect;
- (e) Providing any supporting evidence or documentation; and
- (f) Requesting specific relief.

We will review appeals and respond within thirty (30) days. Appeal decisions are final and not subject to further review.

19. REPORTING AND COMPLIANCE

19.1 Reporting Violations

Users are encouraged to report violations of these Terms, Community Guidelines, or applicable laws. Reports can be submitted:

- (a) Using the in-platform reporting features;
- (b) By emailing abuse@degencreators.com;
- (c) For DMCA copyright claims: dmca@degencreators.com;
- (d) For privacy concerns: privacy@degencreators.com;
- (e) For illegal content: legal@degencreators.com; or
- (f) For CSAM or trafficking: Immediately contact the National Center for Missing & Exploited Children (NCMEC) at CyberTipline.org and law enforcement, then notify us at legal@degencreators.com.

19.2 Report Contents

Effective reports should include:

- (a) Detailed description of the violation;
- (b) Username or profile URL of the violating account;
- (c) Links to or screenshots of violating content;
- (d) Date and time of the violation;
- (e) Your contact information (kept confidential);
- (f) Any relevant supporting documentation; and
- (g) Specific Terms or laws violated.

19.3 Report Review

We will:

- (a) Review all reports in a timely manner;
- (b) Investigate reported violations;
- (c) Take appropriate action when violations are confirmed;
- (d) Maintain confidentiality of reporters where possible;
- (e) Cooperate with law enforcement investigations;
- (f) Preserve evidence of serious violations; and
- (g) Not retaliate against good-faith reporters.

We are not obligated to take action on every report or notify reporters of outcomes.

19.4 False Reports

Submitting false or malicious reports may result in:

- (a) Account suspension or termination;
- (b) Legal action for defamation or harassment;
- (c) Loss of reporting privileges; and
- (d) Other consequences as appropriate.

19.5 Law Enforcement Cooperation

We cooperate with law enforcement agencies and will:

- (a) Respond to valid legal process (subpoenas, warrants, court orders);
- (b) Report illegal activity as required by law;
- (c) Preserve evidence for investigations;
- (d) Provide requested information pursuant to legal obligations;
- (e) Maintain logs of law enforcement requests; and
- (f) Notify users of requests where legally permitted and appropriate.

19.6 Transparency Reports

We may publish periodic transparency reports detailing:

- (a) Number of accounts suspended or terminated;
- (b) Types of violations;
- (c) Content removal statistics;

- (d) Law enforcement requests;
- (e) DMCA takedown notices; and
- (f) Other relevant enforcement data.

20. SPECIAL PROVISIONS FOR CREATORS

20.1 Creator Responsibilities

As a Creator, you acknowledge and agree to the following additional responsibilities:

- (a) ****Legal Compliance:**** You are solely responsible for ensuring your Content and activities comply with all applicable laws, including but not limited to obscenity laws, record-keeping requirements (18 U.S.C. § 2257), copyright laws, privacy laws, and tax laws;
- (b) ****Record Keeping:**** You must maintain all required records, including proof of age for all individuals appearing in your Content, model releases, consent forms, and other documentation as required by law;
- (c) ****Records Availability:**** You must make records available for inspection by appropriate authorities as required by law;
- (d) ****Content Authenticity:**** You certify that all Content you upload is your original creation or that you have obtained all necessary rights and permissions;
- (e) ****Performer Rights:**** You certify that all individuals appearing in your Content:
 - Were at least 18 years of age at time of creation
 - Consented to participate and to distribution
 - Were not under duress, threat, or coercion
 - Were compensated as agreed and as required by law
 - Have signed appropriate releases and agreements
- (f) ****Content Description:**** You must accurately describe your Content and not engage in misleading advertising or clickbait;
- (g) ****Subscriber Communication:**** You must respond to subscriber inquiries and support requests in a reasonable timeframe;
- (h) ****Content Delivery:**** You must deliver the Content and benefits you promise to subscribers;
- (i) ****Professional Conduct:**** You must maintain professional and ethical conduct in all Platform activities;
- (j) ****Safety and Consent:**** You must prioritize safety and consent in all content creation;
- (k) ****Privacy:**** You must respect the privacy of individuals appearing in your Content and subscribers; and
- (l) ****Transparency:**** You must disclose any sponsored content, affiliate relationships, or material connections.

20.2 Creator Representations and Warranties

By operating as a Creator on the Platform, you represent and warrant that:

- (a) You have the legal right to work and earn income in your jurisdiction;
- (b) You are operating in compliance with all applicable business and tax laws;
- (c) You have obtained any necessary business licenses or permits;
- (d) All information you provide is accurate and complete;
- (e) You have and will maintain all necessary insurance;
- (f) You understand and accept the risks associated with adult content creation;
- (g) You will not engage in any illegal activities;
- (h) You will comply with all Platform policies and these Terms;
- (i) You have read and understood 18 U.S.C. § 2257 and related regulations (if applicable);
- (j) You maintain compliant records for all Content;
- (k) You have all necessary rights to monetize your Content;
- (l) Your Content does not violate any third-party rights; and
- (m) You will indemnify DegenCreators for any claims arising from your Content or activities.

20.3 Creator Account Requirements

To maintain a Creator account, you must:

- (a) Complete and maintain identity verification;
- (b) Provide accurate tax information;
- (c) Maintain current contact and payment information;
- (d) Upload Content regularly or as promised to subscribers;
- (e) Respond to Platform communications;
- (f) Comply with all Platform policies and Terms;
- (g) Maintain professional conduct;
- (h) Not engage in prohibited activities; and
- (i) Re-verify identity when requested.

Failure to maintain these requirements may result in account suspension or termination.

20.4 Creator Earnings and Payments

Creator earnings are subject to:

- (a) Platform fees as specified in Section 7.2;
- (b) Payment processing fees;
- (c) Currency conversion fees (if applicable);
- (d) Tax withholding as required by law;
- (e) Reserve holds for potential disputes or chargebacks;
- (f) Minimum payout thresholds;
- (g) Payout schedule restrictions;
- (h) Verification requirements before payout; and
- (i) Account standing and compliance with Terms.

We may withhold or delay payments if:

- (a) Your account is under review for Terms violations;
- (b) We suspect fraud or illegal activity;
- (c) We receive legal process requiring withholding;
- (d) You have outstanding chargebacks or disputes;
- (e) Your verification is incomplete or expired;
- (f) Required tax documentation is missing; or
- (g) There are technical issues with your payment method.

20.5 Creator Content Backup

You are solely responsible for backing up your Content. We do not guarantee:

- (a) Permanent storage of your Content;
- (b) Availability of Content after account termination;
- (c) Recovery of deleted Content;
- (d) Protection against data loss; or
- (e) Compensation for lost Content.

We strongly recommend maintaining backups of all your Content on separate systems.

20.6 Creator Marketing and Promotion

Creators may promote their DegenCreators content subject to the following:

- (a) **Permitted Platforms:** You may promote on social media and other platforms where adult content promotion is permitted;
- (b) **Platform Rules:** You must comply with the rules of any platform where you promote;
- (c) **Age Restrictions:** Ensure promotional content is age-gated and not accessible to minors;
- (d) **Trademark Use:** You may use DegenCreators trademarks only as permitted in our Brand Guidelines;
- (e) **Accurate Representation:** Do not misrepresent your offerings or the Platform;
- (f) **No Spam:** Do not engage in spam or unsolicited messaging;
- (g) **Legal Compliance:** Ensure all marketing complies with applicable advertising and marketing laws;
- (h) **Disclosure:** Clearly disclose that you are promoting adult content; and
- (i) **Traffic Sources:** Do not use prohibited traffic sources or deceptive advertising.

20.7 Creator Collaborations

If you collaborate with other Creators:

- (a) You are responsible for your collaborators' compliance with these Terms;
- (b) You must have written agreements with collaborators addressing rights, compensation, and responsibilities;
- (c) All collaborators appearing in Content must meet verification requirements;
- (d) You must maintain records for all collaborators;
- (e) Revenue sharing arrangements are your responsibility;
- (f) You must have proper model releases and consent forms for all participants; and
- (g) DegenCreators is not party to or responsible for Creator collaborations or disputes.

21. SPECIAL PROVISIONS FOR PLATFORM TOKEN HOLDERS

21.1 Token Nature and Purpose

The DegenCreators Platform Token is a utility token intended solely for use within the Platform ecosystem. It is not:

- (a) A security or investment contract;
- (b) An equity stake in DegenCreators;

- (c) A debt instrument;
- (d) A share of profits or revenues;
- (e) A guarantee of future value; or
- (f) Financial advice or recommendation.

21.2 Token Acquisition

Platform Tokens may be acquired through:

- (a) Direct purchase through the Platform;
- (b) Earning through Creator activities or platform rewards;
- (c) Participation in promotional campaigns;
- (d) Trading on supported decentralized exchanges; or
- (e) Other methods designated by DegenCreators.

21.3 Token Utilities

Platform Tokens provide the following utilities:

- (a) Reduced platform fees for token holders;
- (b) Discounted Content purchases;
- (c) Access to exclusive Creator content or features;
- (d) Enhanced Creator revenue sharing;
- (e) Governance or voting rights (if implemented);
- (f) Staking rewards;
- (g) Priority access to new features or content; and
- (h) Other benefits as determined by DegenCreators.

Utilities are subject to change at DegenCreators' discretion with reasonable notice.

21.4 Token Risks

You acknowledge the following risks associated with Platform Tokens:

- (a) ****No Guaranteed Value:**** Tokens may have little to no market value;
- (b) ****Volatility:**** Token value may fluctuate significantly;
- (c) ****Regulatory Risk:**** Future regulations may affect token utility or transferability;

- (d) **Platform Dependency:** Token utility depends on continued operation of the Platform;
- (e) **Smart Contract Risk:** Token smart contracts may contain vulnerabilities;
- (f) **Liquidity Risk:** There may be insufficient liquidity to sell tokens;
- (g) **Technology Risk:** Blockchain technology may fail or become obsolete;
- (h) **No Guarantees:** DegenCreators makes no promises regarding token performance or utility;
- (i) **Modification Risk:** Token utilities may be modified or eliminated;
- (j) **Tax Risk:** Token transactions may trigger tax obligations; and
- (k) **Loss Risk:** Tokens may be lost due to wallet issues, hacks, or user error.

21.5 Token Restrictions

Platform Tokens:

- (a) Are not intended for speculative trading;
- (b) Should not be purchased as an investment;
- (c) May have transfer restrictions;
- (d) May have lock-up or vesting periods;
- (e) May be subject to terms preventing resale in certain jurisdictions;
- (f) Cannot be redeemed for fiat currency directly from DegenCreators;
- (g) Are subject to applicable securities laws and regulations; and
- (h) May be subject to additional terms specific to the token.

21.6 Token Governance

If governance rights are implemented:

- (a) Token holders may vote on certain platform decisions;
- (b) Voting power may be proportional to tokens held or staked;
- (c) Participation is voluntary;
- (d) DegenCreators may retain veto rights or override authority;
- (e) Governance proposals must comply with legal requirements;
- (f) Votes are final once executed on-chain; and

(g) Governance rights may be modified or revoked.

21.7 Token Tax Obligations

You are solely responsible for determining and paying all taxes related to Platform Tokens, including:

- (a) Taxes on token acquisition;
- (b) Capital gains or losses on token transfers or sales;
- (c) Income taxes on tokens earned through platform activities;
- (d) Any other applicable taxes;
- (e) Record-keeping for tax purposes; and
- (f) Reporting to appropriate tax authorities.

DegenCreators does not provide tax advice. Consult a qualified tax professional regarding your obligations.

22. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms or the Platform, please contact us:

****General Inquiries:****

Email: support@degencreators.com

****Legal Department:****

Email: legal@degencreators.com

Address: [Your Legal Address]

****DMCA Copyright Claims:****

Email: dmca@degencreators.com

****Privacy and Data Protection:****

Email: privacy@degencreators.com

****Content Abuse Reports:****

Email: abuse@degencreators.com

****Appeals:****

Email: appeals@degencreators.com

****NFT Support:****

Email: nft-support@degencreators.com

****Platform Token Inquiries:****

Email: token@degencreators.com

****Business Development:****

Email: business@degencreators.com

****Press and Media:****

Email: press@degencreators.com

ACKNOWLEDGMENT AND ACCEPTANCE

BY CLICKING "I ACCEPT," CREATING AN ACCOUNT, ACCESSING THE PLATFORM, OR USING ANY SERVICES PROVIDED BY DEGENCREATORS, YOU ACKNOWLEDGE THAT:

1. You have read and understood these Terms of Service in their entirety;
1. You agree to be bound by these Terms and our Privacy Policy;
1. You meet all eligibility requirements set forth in these Terms;
1. You are at least 18 years of age or the age of majority in your jurisdiction;
1. You understand that the Platform contains adult content;
1. You are accessing the Platform voluntarily and such access is legal in your jurisdiction;
1. You understand the risks associated with cryptocurrency and NFTs;
1. You accept all disclaimers and limitations of liability;
1. You agree to the arbitration and class action waiver provisions;
1. You acknowledge that violations of these Terms may result in account termination and legal action;
1. If you are a Creator, you understand and accept all Creator-specific obligations and representations;
1. You consent to electronic communications from DegenCreators; and
1. You agree that your use of the Platform is at your own risk.

****DegenCreators, LLC****

****Last Updated: January 18, 2026****

****Version 1.0****

****End of Terms of Service****