# MSS Creator Agreement



## MSS Creator Agreement

This Creator Agreement (the "Agreement") is entered into as of the date of electronic acceptance by and between MySexySecrets ("MSS", "Platform" or "we") and the Creator ("you" or "Creator").

### 1. Definitions

1.1 **Content** means any videos, images, photographs, audio recordings, text, live streams, performances or other materials uploaded, submitted or provided by the Creator to the Platform.

1.2 **Platform** means the MySexySecrets website, mobile applications, and any affiliated websites, applications and services owned or operated by MSS.

1.3 **Creator** means the individual or legal entity who has been granted Creator status on the Platform.

1.4 **Identifiable Performer** means any person appearing in the Content whose face or other identifying features are visible or otherwise identifiable.

### 2. Eligibility

2.1 You represent and warrant that you are at least eighteen (18) years of age or the age of majority in the jurisdiction in which you reside, and have the full legal capacity to enter into this Agreement.

2.2 You must not be a person barred from using the Platform under applicable law.

### 3. Identity Verification

3.1 You agree to complete the Platform's identity verification process, including providing accurate identification documents and information.

3.2 You must maintain the accuracy of your verification information and notify MSS of any changes.

3.3 **Compliance Records**
The Creator acknowledges and agrees that MSS may securely store identity verification records, signed agreements, compliance documentation and related audit records for

compliance, legal and operational purposes in accordance with applicable law and the MSS Privacy Policy.

## 4. Creator Responsibilities

4.1 You are solely responsible for your use of the Platform and all Content you upload or publish.

4.2 You agree to comply with all applicable laws, Platform policies, and this Agreement.

## 5. Upload Responsibilities

5.1 You may only upload Content that complies with all Platform guidelines and legal requirements.

5.2 You must ensure that all necessary consents and releases have been obtained prior to uploading.

## 6. Collaboration Requirements

6.1 For any Content featuring Identifiable Performers who do not hold a Creator account, you must ensure that such Performers have completed the MSS External Performer Agreement and identity verification before publication.

6.2 The Creator remains responsible for ensuring that any additional identifiable performers have completed the applicable MSS compliance requirements before publication.

6.3 **Creator Tagging**
Verified MSS Creators may collaborate by tagging each other through the Platform. Creator Tagging is only available where both Creators satisfy the current verification and compliance requirements established by MSS.

## 7. Rights Granted to MSS

7.1 You grant MSS a worldwide, non-exclusive, sublicensable, royalty-free, perpetual license to host, display, stream, distribute, reproduce, modify for technical purposes, promote, and make available the Content through the Platform and any affiliated MSS websites, applications, services and official distribution channels.

7.2 This license includes the right to use excerpts for promotional purposes.

## 8. Ownership and Warranties

8.1 You retain all ownership rights in the copyright of your original Content, subject to the license granted herein.

8.2 You represent and warrant that you have all necessary rights, consents, and permissions to upload the Content and grant the license to MSS.

8.3 You warrant that the Content does not infringe any third-party rights.

## 9. Payment Terms

9.1 MSS will pay you in accordance with the payment schedule and rates published on the Platform, subject to applicable fees, taxes, and deductions.

9.2 You are responsible for all taxes on payments received.

## 10. Creator Account Security

10.1 You are responsible for maintaining the confidentiality of your account credentials.

10.2 You must notify MSS immediately of any unauthorized use of your account.

## 11. Privacy and Security

11.1 Your personal information will be processed in accordance with the MSS Privacy Policy, which is incorporated by reference.

11.2 MSS uses commercially reasonable security measures to protect verification records and personal information.

## 12. Suspension and Termination

12.1 MSS may suspend or terminate your account and access to the Platform at any time for breach of this Agreement or Platform policies.

12.2 Upon termination, your license to use the Platform ceases, but the license granted to MSS for previously uploaded Content survives.

## 13. Agreement Updates

13.1 MSS may update this Agreement from time to time. Continued use of the Platform after updates constitutes acceptance of the new terms.

## 14. Electronic Signatures

14.1 You agree that electronic signatures and electronic acceptance are valid and binding.

## 15. Governing Law

15.1 This Agreement shall be governed by the laws of [applicable jurisdiction], without regard to its conflict of laws principles. Any disputes shall be resolved in the courts of [jurisdiction].

## Creator Declaration

By electronically signing this Agreement, I confirm that:

- I am at least 18 years old or the age of majority in my jurisdiction;
- I have provided accurate and complete information;
- I have completed the required identity verification;

- I am signing this Agreement voluntarily and without coercion;
- I am not under the influence of alcohol or drugs that materially affect my judgment;
- I have read, understood, and agree to all terms of this Agreement;
- I accept the use of electronic signatures;
- I confirm that I have the legal right to upload the Content;
- I understand that I remain responsible for ensuring that any additional identifiable performers satisfy the applicable MSS compliance requirements before publication.