

Terms & Conditions

Updated on March 2020



Our services are not intended for anyone under 18. We have checks to ensure that we do not knowingly collect personal information from anyone under 18.

Introduction

The company MYFANS LLC, a Bulgarian limited liability company located in Leonardo Da Vinci 66st. 4000 Plovdiv. Bulgaria.
(the “Company”), welcomes you to the platform (the “Website”).

It is important to the Company that you and other visitors have the best possible experience while using the Website, and that, when you use the Website, you understand your legal rights and obligations. Please read this agreement, which governs your use of the Website, including any content, functionality, and services offered on or through the Website. Your access to the Website is on the condition that you agree to this agreement. Please pay special attention to the following sections: (1) disclaimer of warranties (section 20); (2) limit on liability and exclusion of damages (sections 21 and 22); (3) place for resolving disputes (section 25.2); (4) mandatory mediation and arbitration (sections 26.3 and 26.1); (5) class action waiver (section 26.5); and (6) limitation on time to file disputes (section 26.6). By accessing the Website, including registering for an account, you agree to this agreement. If you do not want to agree to this agreement, you must not access the Website.

Section 230(d) Notice: In accordance with 47 U.S.C. § 230(d), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar terms. If minors have access to your computer, please restrain their access to sexually explicit material by using any of the following products, which the Company provides for informational purposes only and does not endorse: CYBERSitter™ | Net Nanny® | CyberPatrol | ASACP.

Content Seller

We the Company, are fully responsible for the content and are the seller of all contents on the platform.

Ownership of Website

The company has ownership of all creations on the website.

The Company owns or has a license to use:

the Website, including its past, present, and future versions;

all webpages found within the Website;

All photos, videos on the website.

all the material and information on the Website;

all graphics, text, images, audio, videos, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any copyrightable material (including source and object code), and all other materials, including the design, structure, “look and feel,” and arrangement of the content contained on the Website; and

all trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, regardless of registration, contained on the Website.

Intellectual property laws, including copyright, patent, service mark, trademark, trade dress, trade secret, international treaties, and various other intellectual property and unfair competition laws protect the Website and its content. In using the Website or the content, you will comply with all governing intellectual property laws, and any specific notices contained on the Website.

The Website provides access to content posted by creators but is still responsible for all contents. This agreement applies to all users of the Website. By accessing any part of the Website, you agree to this agreement. If you do not want to agree to this agreement, you must leave the Website. If you breach this agreement, the Company may revoke your license to access the Website, block your access, and cancel your account.

The Company may change this agreement on one or more occasions by updating this webpage. The top of the agreement will tell you when the Company last updated it. Changes will take effect on the "last updated" date stated on the top of this webpage. Changes will not operate retroactively. The Company will try to notify you when it changes this agreement if it can do so in a reasonable manner. But you should frequently check this webpage to make sure that you are operating under the most current version of the agreement. The Company will consider your continued use of the Website after it posts the changes as your acceptance of the changes even if you do not read them. If you do not agree to the changes, your sole remedy is to stop accessing the Website.

If you have any questions about this agreement or any questions or comments about the Website, please email the Company at support@mytribe.io

Eligibility Requirements

Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. If you do not meet these age requirements, you must not access the Website and must leave now.

If you are looking to earn money from other Users subscribing to your profile, you will need to add a bank account and upload a valid form of ID. You may also need to submit additional legal information, such as a W-9 if you are resident in the United States of America (the exact information required will depend on your country). Your earnings will be paid into your bank account, via one of our payout processors or via direct bank wire. With exception to those Users seeking payment via direct bank wire, The company does not store any bank account information, which is stored by our by our third party payout processors.

Identity validation process :

- Send a clear picture of your identity card or passport
- Send a clear selfie of you holding the previous identity document

Each picture has to be clear and not blurred or photoshopped.

By accessing the Website, you state that the following facts are accurate:

You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;

All information you provide to the Company is accurate, and you will promptly update this information when necessary to make sure that it remains accurate;

You own the credit card you pay with and authorize the Company (or its authorized payment processing agent) to charge your credit card for the content you purchase;

You will not share these materials with a minor or otherwise make them available to a minor; and

By logging on, you will have released and discharged the providers, owners, and creators of the Website from all liability that may arise.

Compliance with BRAM & VISA Global Brand Protection Program.

The company is subject to the bram & gbpp requirements
You can download the full list of Bram requirements [here](#)

The BRAM Program is an initiative launched by MasterCard in 2005 to protect the Brand and its customers from illegal and brand-damaging transactions, which may pose significant fraud, regulatory, or legal risk, or may cause reputational damage.

VISA has a similar program called the VISA Global Brand Protection Program.

Examples of conduct that violates BRAM include:

- Illegal sale of prescription drugs and/or tobacco products
- Illegal internet gambling/miscoded gambling
- Child exploitation
- Offensive adult pornography
- Sale of counterfeit merchandise
- Sale of goods or services in violation of intellectual property rights
- Sale of certain drugs or chemicals (synthetic drugs, salvia divinorum, etc.)
- Transaction laundering, shell corps, and load balancing

In compliance with the bram and GBPP rules, theses following content are prohibited on the platform and result in a permanent ban.

Also, here is The Website prohibited content :

- Explicit sexual act
- Gore

- Political content
- Gambling
- Child pornography

You must not engage in any of the following prohibited activities:

recording or rebroadcasting any content or live performance;

copying, distributing, or disclosing any part of the Website in any medium, including by any automated or non-automated “scraping;”

using any automated system, including “robots,” “spiders,” “offline readers,” etc., to access the Website;

transmitting spam, chain letters, or other unsolicited email;

attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Website;

taking any action that imposes, or may impose at the Company’s sole discretion an unreasonable or disproportionately large load on the Website infrastructure;

uploading invalid data, viruses, worms, or other software agents through the Website;

collecting or harvesting any personally identifiable information, including account names, from the Website;

using the Website for any commercial solicitation purposes;

impersonating another person or otherwise misrepresenting your affiliation with a person or entity,

conducting fraud, hiding or attempting to hide your identity;

interfering with the proper working of the Website;

accessing any content on the Website through any technology or means other than those provided or authorized by the Website; or

bypassing the security measures that the Company may use to prevent or restrict access to the Website,

including features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content located on it.

Authorized content for model :

- Nudity
- Art photography

Payments

Every payment is processed by The company LTD through payments processor (SecurionPay, CCBill...).

The company LTD has the right to cancel or refund any payment in case of suspected fraud or for any other reason.

Subscriptions

Each subscription made on the Website is on a monthly rolling basis. The charge is made every 30 days since your first charge. You can cancel a subscription at any time from your account settings or by sending us an email to support@The Website

When you cancel a subscription, you will lose all access to exclusive contents you subscribed to.

Payouts

All payouts are sent to influencers when they are requesting a withdrawal. It usually takes 5 days to receive your wire bank transfer. The only condition to request a withdrawal is to reach 50\$ into your balance. If you have any trouble with your payouts, please send an email to support@The Website

Trademarks

The Company's name, logos, domain names, and the term The company are the trademarks of the Company, and must not be copied, imitated, or used, in whole or in part, without the Company's advance written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and trade dress of the Company, and must not be copied, imitated, or used, in whole or in part, without the Company's advance written permission.

Other names of actual companies, products, or services mentioned on the Website may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association by or with the Company, or that those owners endorse or have any affiliation with the Website. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any marks displayed on the Website, meta tags, or any other "hidden text" using marks that belong to the Company and its licensors, without advanced written permission from the Company or the third party who may own the mark.

Your Account

Account Creation

You must complete the registration process by providing the Company with accurate information as prompted by the applicable registration form. You also will choose a password and a username.

Responsibility for Account

You are responsible for maintaining the confidentiality of your password and account. Further, you are responsible for all activities that occur under your account. You will promptly notify the Company of any unauthorized use of your account or any other breach of security.

Liability for Account Misuse

The Company will not be liable for any loss that may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by the Company or another person due to someone else using your account or password.

Use of Other Accounts

You will not use anyone else's account at any time.

Account Security

The Company cares about the integrity and security of your personal information. But the Company cannot guarantee that unauthorized third parties will never be able to defeat the Website's security measures or use any personal information you provide to the Company for improper purposes. You acknowledge that you provide your personal information at your own risk.

Paid Services

The Company allows you to access certain premium features or content in exchange for a one-time or recurring fee, as applicable to the relevant features or content. The paid services include content purchases, performer feed subscriptions, performer tipping, and other services that may be offered in the future.

Payment

The Company accepts payment via the current payment method indicated before the purchase. You must have a valid accepted form of payment on file in order to purchase paid services or participate in free trial offers or other free offers related to the paid services. You must abide by any relevant terms of service or other legal agreement, whether with the Company or a third party, that governs your use of a given payment processing method. Prices for any paid service may change at any time, and the Company does not provide price protection or refunds in the event of a price reduction or promotional offering. You will pay for any paid service that you order. The Company will charge your credit card or other forms of payment for the price listed on the relevant paid service offer, along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations. If you purchase any automatically renewing subscriptions, you hereby authorize the Company to charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and the Company is unable to charge you on the next billing period, the Company may immediately revoke your access to any paid service you have ordered until you update your payment method. If you fail to update your payment method within a reasonable amount of time, the Company may cancel your subscription.

Taxes

If the Company is required to collect or pay any taxes in connection with your purchase of a paid service, those taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a paid service. These taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

No Refunds

Payments are nonrefundable and there are no refunds or credits for partially used periods. But the Company may approve a refund in the form of a credit on request if exceptional circumstances exist. The amount and form of a refund, and the decision to provide it, is at the Company's sole discretion. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances; nor does it obligate the Company to provide refunds in the future, under any circumstance.

Subscription Cancellations

If you purchase a subscription to a paid service that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing

period. You will retain access to the paid service from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period. To cancel a subscription, log in to The Website and cancel the subscription from your dashboard.

Billing Disputes

If you believe that the Company has charged you in error, you must notify the Company in writing no later than 30 days after you receive the billing statement in which the error first appeared. If you fail to notify the Company in writing of a dispute within this 30-day period, you waive any disputed charges. You must submit any billing disputes by email to support@The Website and include a detailed statement describing the nature and amount of the disputed charges. The Company will correct any mistakes in a bill and add or credit them against your future payments.

User Conduct

You are solely responsible for all acts and omissions that occur because of your use of the Website. You must comply with all laws that apply to your access to the Website and its content, including laws relating to the Internet, data, email, privacy, or the sending of technical data exported from the United States or the country where you live.

Use of Communication Services

The Website may contain forums, bulletin board services, chat areas, message boards, communities, or other message or communication facilities designed to allow you to communicate with performers and other users (collectively, “communication services”). You will use the communication services only to post, send, and receive messages and content that are proper and related to the particular communication service.

Among other actions, when using a communication service, you will not post, send, submit, publish, or transmit in connection with the Website any material that:

you do not have the right to post, including proprietary material of any third party, such as files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity);

advocates illegal activity or discusses and intent to commit an illegal act;

is vulgar, obscene, offensive, or indecent;

does not pertain directly to the Website;

threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, racist, abusive, harassing, threatening, or offensive;

seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;

falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded;

advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, or soliciting goods or services) except as may be specifically authorized on the Website;

solicits funds, advertisers, or sponsors;

disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way that affects the ability of other people to engage in real-time activities via the Website;

amounts to a “pyramid” or other like scheme, including contests, chain letters, and surveys;

encourages or incites violence;

requests or discusses child pornography;

discusses sexual feelings directed toward children, the exploitation of children, age-play, rape, incest, or bestiality;

solicits or discusses—directly or indirectly—prostitution or the exchange of sex for money or any other form of consideration;

requests or discloses private or personal information about any person;

constitutes antisocial, disruptive, or destructive behavior, including “bombing,” “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the Internet; disobeys any policy or regulations including any code of conduct or other guidelines, established on one or more occasions regarding use of the Website or any networks connected to the Website; or contains hyperlinks to other websites that contain content that falls within the descriptions set out above. The Company does not control or endorse the content, messages, or information found in any communication service, and the Company will not be liable for the communication services and any actions resulting from your participation in any communication service. Performers have not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Monitoring and Enforcement

The Company may do any of the following:

Remove or refuse to post any material for any reason or no reason in the Company’s sole discretion;
Take any action with respect to any material that the Company considers necessary or appropriate in its sole discretion, including if the Company believes that the material breaches this agreement, infringes any intellectual-property right of any person, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
Disclose your identity or other information about you to any person who claims that material posted by you violates their rights, including their intellectual-property rights or their right to privacy;
Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website; or
Terminate or suspend your access to all or part of the Website for any reason, including breach of this agreement.

The Company will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of or other information about anyone posting any materials on or through the Website. You hereby waive any claims you might have against the Company—including its affiliates, licensees, and service providers—resulting from any action taken by the Company during or because of the Company’s investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

The Company cannot and does not review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. You remain solely responsible for the content of your submissions. The Company will not be liable for any action or inaction regarding submissions, transmissions, communications, or content provided by any user or third party. The Company will not be liable to anyone for performance or nonperformance of the activities described in this section 9. But if you know of any material posted that breaches this agreement, please contact the Company at abuse@The Website.

Please provide as much detail as possible, including a copy of the objectionable material or the location where the Company may find it, the reason the Company should remove it, and a statement certifying the accuracy of the information you provided to the Company.

Links

The Website may contain links to third-party websites or resources. You acknowledge that the Company is not responsible or liable for (1) the availability or accuracy of those websites or resources; or (2) the content, products, or services on or available from those websites or resources. Links to third-party websites or resources do not imply any endorsement by the Company of those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Privacy

For information about how the Company collects, uses, and shares your information, please review the Privacy Policy. You acknowledge that by using the Website, you consent to the collection, use, and sharing (as set out in the Privacy Policy) of this information, including the transfer of this information to the United States or other countries for storage, processing, and use by the Company.

Copyright Policy

The Company respects the intellectual property rights of others and expect users of the Website to do the same. The Company will respond to notices of alleged copyright infringement that comply with law and are properly provided to the Company. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide the Company's copyright agent with the following information in accordance with the Digital Millennium Copyright Act (DMCA):

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
- your contact information, including your address, telephone number, and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

It is the Company's policy to terminate the user accounts of repeat infringers.

Promotions

Some users may promote competitions, promotions, prize draws, and other similar opportunities on the Website ("Third-Party Competitions"). The Company is not the sponsor or promoter of these Third-Party Competitions and does not bear any responsibility or liability for the actions or inactions of any third parties who organize, administer, or are otherwise involved in any of promotion of these Third-Party Competitions. If you wish to participate in any of these Third-Party Competitions, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements and are lawfully able to participate in Third-Party Competitions in your country of residence.

Termination

Termination on Notice

Either party may terminate this agreement at any time by notifying the other party.

Termination by the Company

The Company may suspend, disable, or cancel your access to the Website (or any part of it) if it determines that you have breached this agreement or that your conduct would tend to damage the Company's reputation and goodwill. If the Company terminates your access for any of these reasons, you must not access the Website. The Company may block your email address and IP address to prevent further access

Governing Law and Dispute Resolution

You and we agree that these Terms shall be governed by and construed in accordance with the laws of Bulgaria (without regard to the conflict of laws provisions thereof) and that any dispute between you and us concerning The company or arising out of or related to these Terms shall be resolved exclusively in the courts of Bulgaria

Except where prohibited by applicable law, any claim or cause of action by you concerning The company or arising out of or related to these Terms must be filed within one year after such claim or cause of action arose, or be forever barred.

Waiver and Severability

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

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

Entire Agreement

The Terms constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Contact If you have any questions, comments, complaints or concerns about The company, please contact our support team at support@mytribe.io