

Komi Terms for Creators

Last updated: June 2025

Welcome to Komi

These terms ("**Creator Terms**"), and the documents we refer to in them, apply to your use of Komi and to transactions made through Komi, including our website and your Komi Creator page ("**Komi Services**").

Please read these Creator Terms carefully, to understand what we can do for you, how you can use Komi and how transactions through Komi work and how Komi features and content, subscriptions, 'bundles' and services you make available through Komi are made available to other non-Creator users of Komi or visitors to your Profile (collectively "**Fans**").

When you create a Creator account with us, and when you use Komi Services, you are agreeing to comply with these Creator Terms.

1. **WHO WE ARE**

Komi App Limited ("**we**", "**us**") is a company registered in England, with company number 12268875 and registered address: 35 Ballards Lane, London N3 1XW, United Kingdom. Email address: support@Komi.io.

2. **KOMI WORKS FOR CREATORS**

- 2.1 Your Komi Creator page (your "**Profile**") is the ultimate destination for Fans, allowing you to aggregate your content, services, other offerings, and commerce into one place, and build your digital community using Komi's digital infrastructure. We also provide in-built tools and integration with third-party channels to help you monetize your Komi Creator page.
- 2.2 We don't want to get in your way. When a Fan engages with, or purchases, your content, products, events, experiences (digital or physical), tickets, gift capabilities, subscription or 'bundle' offerings, or other materials or services made available through your Komi Creator page by you ("**Creator Services**"), their agreement is with you and/or any intermediary through which you offer your brand or services. We act as your Komi Creator page provider, and your vendor for activities such as hosting links to your sales channels, facilitating in-Komi purchases directly from you and/or your partners, or helping manage Fans' experience of your Komi Creator page.
- 2.3 We offer various "**Komi Services**" which may include functionality to build your Profile; fan monetization functionalities for your Creator Services; brand affiliation services; and any other services as we may introduce from time to time, subject to any specific supplementary or amended terms that may apply to those Komi Services.

3. **YOUR KOMI CREATOR ACCOUNT**

- 3.1 Before you can begin to make your Creator Services available through Komi, you will first need to create a Komi Creator account. To be able to create a Komi Creator account, you must:
 - 3.1.1 be at least 16 years old;
 - 3.1.2 if requested by us, provide information about the type of Creator Services you intend to offer to Fans through Komi;

- 3.1.3 provide us with any other accurate information that we might reasonably request in writing from you, including during the Komi Creator account setup process, so that we can understand your skills and experience and check that we think the Komi Creator community is the right place for you and your Creator Services.
- 3.2 We will need you to select an account password and other security settings, to help us keep your Komi Creator account safe. You must not share your Komi Creator account details with others. You are responsible for control of your Komi Creator account, such as keeping your password and account details safe and secure, and making sure that the Creator Services you make available to Fans are what you intend and are appropriate for Komi. You are also responsible for all activities occurring under your Komi Creator account, and the acts or omissions of any person you have permitted or authorized to operate your Komi Creator account.
- 3.3 When you register for your Komi Creator account, you will be assigned your Profile web address. We reserve the right to amend your Profile web address at any time, at our sole discretion.

4. YOUR RELATIONSHIP WITH KOMI FANS

- 4.1 All your interactions and transactions with Komi Fans are between you and each Fan on the terms you choose to implement between you and the relevant Fan, including any licenses to the intellectual property in any of the Creator Services. You are therefore responsible for complying with any obligations to which you are subject under applicable laws and regulations in respect of such terms, including in relation to consumer protection, advertising, commercial communications, and Data Protection Laws (as defined in Schedule 1). To the extent you choose to use Komi Services which result in us processing personal data of Fans on your behalf and on your instruction, then the Data Protection Terms in Schedule 1 shall apply to such processing.
- 4.2 Whilst we may facilitate your offering of your Creator Services to Fans, and may carry out certain limited functions accordingly (such as acting as a processor of personal data, and host of your content), we are not a party to any agreement between you and the Fan.
- 4.3 We are not responsible for, and (to the fullest extent permissible under law) we disclaim and exclude, any and all liability (howsoever arising), that you or any Fan may incur or suffer from the interactions, transactions and/or purchases made under, or further to, your agreement with Fans in connection with Creator Services offered or linked to on Komi.
- 4.4 You acknowledge that Komi may also have an independent relationship with Fans and that such relationship is not affected or governed by the provisions of these Creator Terms.

5. MONETISATION OF YOUR PROFILE: HOW PURCHASES THROUGH KOMI WORK

- 5.1 Komi enables you to monetize your Profile through the Komi Services, which may include fan monetization functionalities and/or brand affiliation services.
- 5.2 Subject to any new or substitute functionality that we may introduce from time to time, when a Fan purchases Creator Services from you using:

5.2.1 Third Party Links: we will host the third-party link on your Profile, and when a Fan clicks the relevant link, they will leave the Komi environment to make the purchase. Komi will not have control or responsibility over the Fan's experience once they leave the Komi environment – including for the ultimate purchase that is made, payment processing, or order fulfillment.

5.2.2 Komi Services: we will act as a vendor to host a pop-up window through which Fans can input purchase information and complete the checkout process for your Creator Services without leaving your Profile. The purchase is between you and the Fan. Unless otherwise agreed, we will not be responsible for the ultimate purchase that is made, payment processing, or order fulfillment.

5.3 You acknowledge and agree that:

5.3.1 you and/or any third-party platforms or tools you choose to link to or connect to the Komi Services, have ultimate responsibility for handling, managing and concluding Fans' purchases of your Creator Services and that we have no control over, or responsibility for, a Fan's experience in this regard;

5.3.2 refunds, chargebacks, fees and payment to or by you of associated monies are all the responsibility of you and/or the third-party monetization channels, the platforms or tools you choose to link to or connect to the Komi Services, and are subject to your agreement with such third-party. However, in case of any breach of these Creator Terms, applicable laws, or Komi policies, Komi may require you to make refunds of the affected Creator Services; and

5.3.3 provision of certain Komi Services may be dependent on integration with third parties and, to the extent you wish to make use of such Komi Services, you may be required to integrate (or authorize the integration of) your Profile with your account (or similar) with such third parties, or otherwise engage with such third parties (including by agreeing to their applicable terms of service). If you do not integrate and engage with such third parties, we may not be able to provide such Komi Services to you.

5.4 You are responsible for your own tax and tax reporting (including without limitation national insurance or social security payments, income tax, corporation tax, VAT, sales taxes, or similar or equivalent in every relevant jurisdiction), including in respect of income you receive from transactions with and purchases by Fans as described in these Creator Terms.

6. **WHAT YOU PAY TO US**

6.1 The fees charged by us depend on your use of the relevant Komi Services, which you can select via your Komi Creator account, and may include: monthly subscription fees, transaction fees, fees for particular Komi Services and any other fees that we may charge for these or other Komi Services from time to time, subject to your acceptance of such fees within your Komi Creator account or as otherwise agreed between us and you, together, the "**Komi Fees**".

6.2 The Komi Fees may vary based on commercial factors, such as your location or national currency. The Komi Fees, together with applicable payment terms, will be clearly shown before you make use of the associated Komi functionality. We reserve the right to amend or update the Komi Fees from time to time.

- 6.3 You remain fully responsible for the payment in full to us of all applicable Komi Fees incurred through your Komi Creator account. In addition to any other rights or remedies we may have, if you fail to ensure our receipt of the applicable Komi Fees when due in accordance with these Creator Terms and any payment terms set out in your Komi Creator account:
- 6.3.1 interest shall accrue on such due amounts at an annual rate equal to 8% over the then current base rate of the Bank of England at the date the relevant amount became due, commencing on the due date and continuing until fully paid (whether before or after any judgment); and
 - 6.3.2 we may immediately suspend, pause, or cancel the provision of any Komi Services, or terminate your account, until the outstanding payments are made in full.

7. KOMI'S USAGE RULES FOR CREATORS

- 7.1 Please use Komi safely and responsibly, keeping in mind the safety of Komi's Fans. In particular you must use Komi in accordance with applicable laws and regulations, third-party rights, the terms and conditions and policies of the relevant online platforms, these Creator Terms, and our usage rules for Creators below. We reserve the right to decide at our sole discretion whether particular actions, content or behaviour might be inappropriate for Komi because they make Komi less safe or friendly for the Fan and Creator community, or breach these Creator Terms, or the spirit of them.
- 7.1.1 Do not hold yourself out as acting for us, as having the right to bind us to any legal agreement, or as having authority to speak on our behalf or imply that you are entitled to do so.
 - 7.1.2 Except through our Komi functionality that specifically allows for setting out your e-commerce links and references, do not use Komi to promote, market, advertise, endorse, solicit users or Fans to, support or feature in any way any third-party products, platforms, or services which compete directly with Komi.
 - 7.1.3 Do not offer or promote any illegal content, services or products through Komi including without limitation drugs or drug-related equipment, chemicals, weapons or explosives, counterfeit goods, services or items for hacking, or bypassing copyright or rights management systems.
 - 7.1.4 Only offer regulated content, services, or products through Komi (such as alcohol, gambling, tobacco or e-cigarettes, or financial, legal or medical advice, or related content): (i) where legal to do so; (ii) in accordance with all applicable laws and regulations, including age restrictions and licensing conditions; and (iii) in accordance with these Creator Terms, and any additional guidance or policies that we may communicate from time to time. You must provide us with evidence that you hold all relevant registrations, licences, or permits for these activities upon request.
 - 7.1.5 Do not upload any content or Creator Service in Komi which seeks, or makes any arrangement, to: (i) meet any person privately in person, or (ii) set up a live or interactive experience online with any person under the age of 18 without the presence and supervision of such person's parent or guardian.
 - 7.1.6 Do not impersonate or attempt to impersonate any other persons or organizations whilst using Komi.

- 7.1.7 A Komi Creator account is only for a Creator to connect with their Fans, do not create a Creator account in order to build a fan page or similar page dedicated to another Creator or category of Creator.
- 7.1.8 Do not impersonate or hold yourself out (including by using language or imagery) as having an affiliation or connection with any other Creator unless authorized to do so by such other Creator.
- 7.1.9 Do not offer in Komi, or use or attempt to use in Komi, any Creator Services, which infringe the rights of any third-party (including without limitation their intellectual property, publicity, or privacy rights).
- 7.1.10 Do not conduct yourself in a manner which, or upload to Komi any Creator Services or content which might, bring Komi, Komi App Ltd, or any of our affiliates into disrepute.
- 7.1.11 Do not offer in Komi any Creator Services which are, or which promote other material which is offensive, discriminatory, defamatory, threatening, violent, or otherwise illegal or intended to harm or harass others, or exploit or cause any type of harm to children.
- 7.1.12 Do not offer in Komi any Creator Services which are homophobic, abusive, hateful, seditious, encourage violation of these Creator Terms, involve unsolicited marketing or SPAM, or which are or may be technically harmful, such as viruses, logic bombs, harmful data or code, or any other malicious software or process.
- 7.1.13 Do not sell, copy, loan, rent, scrape, index, crawl, data mine, publish, modify, adapt or reproduce any part of Komi.
- 7.1.14 Do not, and do not attempt to: gain unauthorized access to Komi, any part of Komi or any content within Komi; disrupt, any part of Komi or any content within Komi; circumvent Komi security measures; interfere with or damage Komi, any part of Komi or any content within Komi or our systems, devices or servers.
- 7.1.15 Do not, and do not attempt to: hack, mimic, disable, obscure, merge, disassemble, decompile, or reverse-engineer Komi, any part of Komi (including software) or content within Komi.
- 7.1.16 You must only use Komi for lawful purposes. Do not use or attempt to use Komi in any way that breaches any national, state, local or international law or regulation. You are responsible for ensuring that your use of Komi (including in respect of the processing of Fan personal data) and all of your content, actions, activities, Creator Services, interactions and technologies placed (such as, without limitation, cookies or tracking pixels) through or in connection with your Komi Creator account are in full compliance with applicable law.
- 7.1.17 You must conduct yourself in a reasonably professional manner at all times and in such a way as to avoid reputational harm to us or the Komi platform.
- 7.1.18 In general, you must comply with any instructions, guidelines or policies for Creators as communicated and updated by us at any time.

- 7.2 From time to time we may make additional community, safety and security rules and guidelines available to you through Komi. Where we do so, you must read and comply with them.

8. YOUR RIGHT TO USE KOMI

- 8.1 We grant you a limited, non-transferable, revocable, non-exclusive, non-sublicensable license to use: (i) Komi for your use as a Komi Creator (including our website and the apps we make available), including for the purposes of fulfilling your obligations and exercising your rights hereunder; and (ii) Komi branding and intellectual property rights that we make available at our discretion, including our logo and/or trademarks for the purposes of the promotion of the availability to Fans of your Profile (and the Creator Services you make available through your Profile), subject in all cases to the usage restrictions under these Creator Terms. The foregoing license includes the right for you to transact for, fulfil, market, and promote the availability of your Creator Services in Komi for Fans to purchase and access.
- 8.2 From time to time we may provide you with certain promotional materials and assets which we identify as being for use by you for the promotion of the availability to Fans of your Profile (and the Creator Services you make available through your Profile) through your personal social media accounts, websites and blogs. With regard to such materials and assets, we grant you a limited, revocable, non-transferable, non-exclusive, non-sublicensable license to use them for those purposes only. We may require that you cease using them and/or remove them from your social media accounts, websites, and/or blogs at our discretion on written notice to you.

9. OUR RIGHTS TO USE YOUR CONTENT

- 9.1 When you create a Komi Creator account, you are appointing us as your vendor. You retain ownership of the content, assets, and materials related to your Creator Services that you submit into Komi. However, we need you to grant us a license, as follows, so that we are able to use your works, content, and intellectual property rights in accordance with these Creator Terms.
- 9.2 You grant us a non-exclusive, irrevocable, worldwide, sub-licensable, royalty-free right and license to use content, assets, and materials related to your Creator Services (of any kind or nature including without limitation copy, audio, and audio-visual materials) that you submit into Komi, such as through your Profile, messages, and through your offerings to Fans of your Creator Services (and your fulfilment and promotion of them), or which are generated or obtained through your use of Komi (including personal data of Fans and analytics data), but only for the following permitted purposes:
- 9.2.1 to provide Komi, its content and services and fulfil relevant transactions and in order for us to exercise and fulfil our rights, duties, and obligations under these Creator Terms;
 - 9.2.2 to promote and market Komi and the availability of your content and/or Creator Services through Komi, including through alternative distribution channels or affiliate programs such as: campaigns on digital properties, social media, television, radio, print or other 'out of home' advertising, advertisements placed on search engines, incentivized referral campaigns and email marketing; and
 - 9.2.3 for our product and service development purposes.

- 9.3 The foregoing license that you grant to us survives termination or expiry of these Creator Terms and does not affect your ownership of your intellectual property rights. The foregoing license means that we are entitled to use your intellectual property rights as we wish but only in connection with the permitted purposes listed above. You hereby waive any moral rights (e.g. to be credited as author) in connection with such use.
- 9.4 For clarity, nothing in this Section shall affect Komi's rights or ability to use data obtained under Komi's separate relationship with Fans or site visitors that is independent of the Komi Services.

10. OUR WARRANTIES TO YOU AND OUR LIABILITY

- 10.1 We warrant to you that:
- 10.1.1 we are entitled to enter into these Creator Terms and fulfil our obligations under them;
 - 10.1.2 we have and will have all necessary rights and licenses to be able to grant the rights and licenses we grant to you under these Creator Terms; and
 - 10.1.3 our services to you, in relation to Komi, will be provided with reasonable care and skill.
- 10.2 Aside from the above, we provide Komi and its services to you "*as is*", meaning that we make no other representations, warranties, or guarantees to you and that, to the maximum extent not prohibited by applicable law, we exclude any and all implied terms, warranties, representations, or guarantees.
- 10.3 Except where otherwise expressly provided by these Creator Terms, and to the maximum extent permitted by law:
- 10.3.1 we do not accept any liability for any unforeseeable, indirect, or consequential losses, damages, costs or expenses, including without limitation damage to or loss of:
 - (i) opportunities,
 - (ii) potential savings,
 - (iii) profits,
 - (iv) revenues,
 - (v) customers,
 - (vi) sponsors,
 - (vii) reputation
 - (viii) goodwill,
 - (ix) data; or
 - (x) any device or digital content, and
 - 10.3.2 we do not accept any liability for any third-party links or integrations you choose to add to your Komi Creator page (including via the Komi Services, or for transactions made by Fans using third-party links you have incorporated onto your Komi talent page); and
 - 10.3.3 to the maximum extent permitted by law, our liability to you shall not exceed the greater of the following sums: (i) £500; or (ii) the total amount you paid to us in Komi Fees (for the avoidance of doubt, less (a) taxes, (b) processing fees, (c) fees charged by third-party partners, and/or (d) other reasonable costs) in the preceding 12 months prior to the relevant date of liability first incurring.

- 10.4 Nothing in these Creator Terms shall limit or exclude our liability for personal injury or death caused by our negligence, for our fraud or our fraudulent representation, or any other liability that may not be so limited or excluded under applicable law.

11. YOUR WARRANTIES TO US

- 11.1 You warrant, represent and undertake to us that:

- 11.1.1 you are entitled to, and have all necessary rights to, enter into these Creator Terms, and perform your obligations and grant all necessary rights that you grant hereunder;
- 11.1.2 you will abide at all times with these Creator Terms;
- 11.1.3 you will abide at all times by all applicable laws and regulations including, without limitation, laws relating to consumer protection, advertising, and commercial communications, and Data Protection Laws, and the offering or promotion of any regulated content, products, or services;
- 11.1.4 to the extent you choose to include Third Party Links on your Profile, or connect third-party functionality via the Komi Services, you are entitled, and have all necessary rights in order, to link to, or to integrate, your chosen third-party site, platform or tool, and our hosting of the relevant link / integration on Komi will not cause us to receive any claims for infringement, damage, loss or otherwise from the relevant third party;
- 11.1.5 your Creator Services made available through Komi to Fans will be appropriate, lawful, and original works that you have created;
- 11.1.6 your Creator Services made available through Komi to Fans will be of the category that you disclosed to us in your Komi Creator account creation process (as may be amended with our written consent);
- 11.1.7 your Creator Services made available through Komi to Fans, and any assets, content, and materials you provide to us, will not infringe the rights of any third party (including without limitation their intellectual property, publicity, or privacy rights);
- 11.1.8 you will exercise all reasonable care and skill in providing your Creator Services through Komi to Fans;
- 11.1.9 you have all necessary skills, experience and qualifications (including without limitation those you set out in any content or descriptions you provide in Komi to Fans) for the purposes of the Creator Services you provide to Fans; and
- 11.1.10 without prejudice to the above, you will provide your Creator Services in such a manner so that all commitments you make to Fans are met.

12. INDEMNITY

- 12.1 You shall indemnify and hold harmless us, and our directors, staff, suppliers, licensors and group companies, from any and all liabilities, penalties, losses, damages, costs and expenses (including without limitation legal and professional expenses) that arise from any of the following:

- 12.1.1 your breach of these Creator Terms (including without limitation the warranties you make in these Creator Terms and the commitments you make to us regarding our confidential and/or proprietary information);
 - 12.1.2 your use of Komi in any illegal way, such as if you use Komi to access, share or offer illegal Creator Services or promote them, or if you use Komi Services or functionality in a way that breaches Section 7;
 - 12.1.3 third-party claims against us (such as for, without limitation, infringement of intellectual property, publicity, or privacy rights), arising from your use of Komi such as, without limitation, Creator Services you make available through Komi and/or reliance on them by any Fan or other third party, technologies you place on Fan devices via your Profile such as tracking pixels or cookies, Third Party Links which you place on your Profile, or third-party monetization channels, platforms or tools you choose to link to, or integrate / connect to Komi;
 - 12.1.4 any claim arising from or relating to the form, content, recipient or timing of any message, email or other electronic communication sent from or on behalf of the Creator to any Fans using the Komi Creator page;
 - 12.1.5 your failure to fulfil your obligations to Komi Fans.
- 12.2 In such instances, we shall have the right to control the legal defense of any third-party claim or regulatory investigation and you shall provide us with all assistance we request, acting reasonably.

13. NON-SOLICITATION

- 13.1 You shall not (and shall not attempt to), without our prior written consent, at any date within the period commencing from your creation of a Creator Account up to the date which is six (6) months from the termination or expiry of these Creator Terms for any cause, solicit, or entice away from Komi to any alternative platform or service that a reasonable businessperson would regard as a competitor to Komi, either of:
 - 13.1.1 any Fan; or
 - 13.1.2 any Komi Creator account holder.
- 13.2 If you breach your obligations under this Section we reserve the rights, without limitation, to suspend or terminate your Komi Creator account and/or to seek damages and/or other remedies.

14. DATA PROTECTION

- 14.1 You, and we, undertake to comply with the data processing terms set out in Schedule 1 to these Creator Terms.
- 14.2 You undertake and shall ensure that your use of the Komi Services and functionality, including the sending of electronic communications, is in compliance with applicable Data Protection Laws.
- 14.3 You shall ensure that any electronic communications (including by email, SMS, IM, telephone, or any other method) from you or made or on your behalf to any Fans using your Profile comply with all applicable laws and regulations. You shall

implement and maintain all policies, procedures and trainings required by such laws and regulations and have in place at all times all necessary consents or other valid legal basis for such communications, and must not send (or cause Komi to send) any such communications in breach of such laws or regulations.

- 14.4 You are exclusively responsible for the form, content, recipients, and timing of any messages, emails, or other electronic communications sent by you or on your behalf to any Fans using the Komi Services, and for compliance with all applicable laws, including Data Protection Laws, in connection with such communications. Upon reasonable request and notice from Komi, you shall cooperate with Komi in good faith to prepare or execute such declarations, affidavits, or other similar documents as may be reasonably necessary to support Komi's defense of claims arising from or relating to messages, emails or other electronic communications sent by you or on your behalf to Fans on the Komi Services.

15. YOUR USE OF KOMI SERVICE OPTIONALITY

- 15.1 In this Section 15, terms used but not defined have the meanings given to such terms in Schedule 1.

- 15.2 As part of the Komi Services, we may at our discretion make available for your use:

15.2.1 pro forma wording which addresses the Processing of Fan Personal Data by you, or by us on your behalf, such as a pro forma privacy notice or pro forma consent wording;

15.2.2 functionality which may help to assist you in your compliance with Data Protection Laws, such as functionality which enables you to utilize 'soft opt in consent' for direct marketing purposes; or

15.2.3 functionality which enables you to collect and Process Fan Personal Data, such as in-communication tracking technologies available for your use in connection with campaigns run through Komi Audiences and Campaigns.

- 15.3 In respect of the pro forma wording and functionality referred to in Section 15.2 above, or any other functionality made available by us to you, you hereby acknowledge and agree:

15.3.1 your use of such pro forma wording and/or functionality is entirely at your discretion;

15.3.2 we provide such pro forma wording and/or functionality as a suggestion for information purposes only;

15.3.3 such pro forma wording and/or functionality does not constitute legal advice and we exclude all warranties or other terms in relation to it; and

15.3.4 it is your sole responsibility to ensure you have reviewed such pro forma wording and/or functionality to ensure it accurately addresses or works for your circumstances, your use of the Komi Services, your Processing of Personal Data and/or our Processing of Personal Data on your behalf, and revised or refrained from using such pro forma wording and/or functionality to the extent it does not.

16. CONFIDENTIALITY

In the course of our working relationship with you, we may disclose to you (but without obligation to do so) certain information which is of a proprietary and/or confidential nature, such as regarding our business affairs, pre-release marketing materials, marketing plans, suppliers, business partners, viewing figures, engagement figures, or other of our confidential and/or proprietary information. All such information, whether marked confidential or not and regardless of the medium through which it is provided, must be held in strictest confidentiality and not disclosed except: (i) with our prior written approval; (ii) to your professional advisors or staff, to the extent strictly necessary for the purposes of fulfilling your obligations under these Creator Terms or exercising your rights under these Creator Terms (and provided they are made subject to obligations of confidentiality at least as stringent as under these Creator Terms); or (iii) where required by a competent court or regulator (after providing us with advance written notice).

17. YOUR RIGHTS TO END THESE CREATOR TERMS

You can close your Komi Creator account with us at any time, either by using settings within Komi or by contacting us. However, we may need a reasonable amount of time in order to process your closure request and update Komi.

18. OUR RIGHTS TO END THESE CREATOR TERMS

- 18.1 We may temporarily discontinue making available Komi or any part of it for any reason, including (without limitation) for upgrades, maintenance or service administration reasons at our discretion. Updates we make to Komi do not terminate these Creator Terms. We will try to limit the downtime of the availability of Komi.
- 18.2 We reserve our right to take any action we deem reasonably necessary against you if you breach these Creator Terms or if your Profile, offerings, materials, content, Creator Services or other assets on your Profile are inappropriate (as decided by us in our sole discretion). Such action may include, without limitation, terminating these Creator Terms, suspending your Komi Creator account, limiting account access (including access by Fans to your Profile or Creator Services), deleting your Komi Creator account or your Profile, offerings, materials, content, services or other assets within Komi (each a "**Restriction**"). However, if what you have done can be put right, we will give you a reasonable opportunity to do so.
- 18.3 We, additionally, have the right to terminate these Creator Terms (in whole or in part) for convenience (i.e. on any grounds, at our discretion) on written notice to you, without penalty.
- 18.4 If we intend to apply a Restriction to your Komi access, we will provide you, where possible, with an explanation of such intention and give you the opportunity to clarify the relevant facts and circumstances (unless otherwise not permitted by applicable law). However, we reserve the right to apply a Restriction to your account without notice where required (in our sole discretion).

19. TERMINATION EFFECTS

- 19.1 If these Creator Terms are terminated for any reason, then, without affecting the Data Protection Terms in Schedule 1:
 - 19.1.1 all the rights and licenses granted from us to you shall immediately terminate, including without limitation your license to use Komi or any part of it or our content therein;

- 19.1.2 the rights and licenses you grant to us under these Creator Terms will survive and continue unaffected;
- 19.1.3 all other rights and liabilities accrued up to the termination date shall be unaffected (including our obligation to pay you any outstanding, undisputed fees we owe to you regarding purchases by Fans of your Creator Services pursuant to these Creator Terms);
- 19.1.4 we will, upon your request, delete all information linking you to your Komi account, other than anonymous details relating to bookings and events that have taken place through your account to be able to associate cash flows between accounts and Fans for reporting purposes;
- 19.1.5 you will have no right to access any information linked to your Komi account; and
- 19.1.6 you will immediately pay to us any outstanding Komi Fees.

20. RESERVING OUR RIGHTS

We, and our licensors, are the owners of all rights in Komi, including without limitation intellectual property rights. Except for licenses expressly granted to you under these Creator Terms, no other rights or licenses are granted and all of our and our licensors' other rights are reserved.

21. YOUR EQUIPMENT, PRODUCTION, MUSIC AND MOVIE LICENSING

- 21.1 You are responsible for your own devices, equipment, production of assets and content and Creator Services, overheads, development costs, hardware costs, internet connection costs, costs of third parties whose tools you link to, or integrate, using Third Party Links or Komi Services, and other costs regarding any Creator Services you provide as part of being able to fulfil your obligations and exercise your rights hereunder.
- 21.2 In no event shall we be responsible for paying royalties to you or any third-party or collection society regarding third-party intellectual property rights in any Creator Services you choose to input into Komi, including without limitation music or movie clips you feature in your Creator Services. Clearance and licensing arrangements for music or movie clips utilized in any and all Creator Services, content, assets and materials you provide to us or make available through Komi is solely your responsibility. You will indemnify us against all claims and from all costs, liabilities, and expenses we incur from your breach of the foregoing.

22. YOUR INTERACTIONS WITH KOMI FANS

In all of your interactions with Komi Fans you must comply with these Creator Terms. Fans are independent third parties and to the maximum extent permissible by law, we are not responsible for Fans' behaviour or interactions with you or with your Creator Services.

23. KOMI CREATOR ADDENDUM

We appreciate that what you do may be unique and we may need to agree some further, more tailored, terms between us. For those purposes, we may agree a separate Komi Creator Addendum with you in writing (including by email), to set out any special terms that are appropriate. To the extent of any conflict or ambiguity between these Creator Terms and the Komi Creator Addendum, the

Komi Creator Addendum prevails. Any reference to the Creator Terms shall mean both these Creator Terms and any applicable Creator Addendum.

24. CHANGES TO THE KOMI CREATOR TERMS

- 24.1 These Creator Terms may be updated from time to time. In such cases, we will provide 15 days' prior notice of any proposed changes by email or other durable medium (the "**Notice Period**") (using the email address you provided to us with when registering with Komi), unless:
- 24.1.1 you and we agree a longer notice period in order for you to make technical or commercial adaptations to comply with the changes;
 - 24.1.2 we are subject to a legal or regulatory obligation which requires us to change these Creator Terms in a manner which does not allow us to respect the Notice Period (and if we are permitted by law to notify of you such reasons, we will do so); or
 - 24.1.3 we must change these Creator Terms to address an unforeseen and imminent danger related to defending us, Komi, our Fans or our Creator from fraud, malware, spam, data breaches or other cybersecurity risks (and if we are permitted by law to notify of you such reasons, we will do so).
- 24.2 Following notification of any proposed changes, if you are not happy with the changes, you may terminate your Creator account and your agreement (i.e. these Creator Terms) with us either by using settings within Komi or by contacting us.
- 24.3 We will not impose retroactive changes to these Creator Terms, except when they are required to respect a legal or regulatory obligation or when the retroactive changes are beneficial to you (and if we are permitted by law to notify you of such reasons, we will do so).

25. GENERAL

- 25.1 These Creator Terms are the entire agreement between you and us in respect of your use of Komi. Any representations not set out in these Creator Terms are superseded and replaced by these Creator Terms.
- 25.2 Even if we delay in enforcing our rights, including under these Creator Terms, we still have the right to do so later. Failure to enforce any particular rights or obligations under these Creator Terms does not prejudice our ability to enforce any other rights or obligations under these Creator Terms.
- 25.3 Our remedies set out in these Creator Terms, including without limitation regarding suspending or terminating your Komi Creator account, are cumulative and do not limit any other rights and remedies available to us under these Creator Terms or otherwise at law.
- 25.4 We have the right to subcontract, sublicense, assign, novate or otherwise transfer our rights and obligations (in whole or part) under these Creator Terms. For example, without limitation, we may do so to a group company or if our business is acquired or restructured.
- 25.5 You are not permitted to subcontract, sublicense, assign or otherwise transfer your rights or obligations under these Creator Terms to a third-party, unless we agree in writing.

- 25.6 Any requirement for “notice” or “written notice” under these Creator Terms may be carried out by email.
- 25.7 You agree that the character of these Creator Terms is unique and of a special value to us and that, if you breach the Creator Terms, damages alone may not be a sufficient remedy and that we shall additionally have the rights (without bond or security) to injunctive relief and any other remedies as may be available at law or in equity.
- 25.8 Without prejudice to the express provisions of these Creator Terms, these Creator Terms do not give any third-party any rights under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to derive any benefit from or enforce any part of these Creator Terms.
- 25.9 In the event these Creator Terms or a part of them are held by any court or tribunal of competent authority to be illegal or unenforceable, these Creator Terms (or the relevant part of them) will be interpreted in such a way that the rest of the terms are unaffected and such unenforceable terms shall be deemed replaced by terms which are amended to the minimum extent possible so as to be legal and enforceable and reflect the parties’ intentions with full force and effect.
- 25.10 These Creator Terms will be governed by, and construed in accordance with, the laws of England.
- 25.11 If you wish to raise a dispute about these Creator Terms or arising in connection with them, please contact us first to discuss it. You and we hereby submit to the exclusive jurisdiction of the courts of England to settle disputes or claims arising from or in connection with these Creator Terms, including non-contractual claims.

26. USE OF THIRD PARTY SERVICES

- 26.1 By using Komi, you are also agreeing to the Terms of Service of Komi’s partner services, including where used in connection with Komi:

26.1.1 YouTube: <https://www.youtube.com/t/terms>

SCHEDULE 1: DATA PROCESSING TERMS

1. SCOPE AND APPLICATION

- 1.1 This data processing schedule ("**DPS**"), forms part of the Creator Terms to which it is attached and the Creator Terms shall apply equally to the terms of this DPS.
- 1.2 In the event of inconsistencies between the provisions of this DPS and the Creator Terms, this DPS shall take precedence, unless explicitly agreed otherwise in writing. In the event of inconsistencies between the provisions of this DPS and the Personal Data Transfer Mechanism, the Personal Data Transfer Mechanism shall take precedence.
- 1.3 This DPS only governs the Processing and transfer to you of Fan Personal Data by us as a Processor or Service Provider on your behalf. In respect of this Processing, the Parties acknowledge that you are the Controller or Business and we are the Processor or Service Provider for the purposes of applicable Data Protection Laws.
- 1.4 You acknowledge that we may also have an independent relationship with Fans under which we may process Fan Personal Data as a data Controller or Business on our own behalf, and that such Processing by us is not governed by the provisions of this DPS.

2. INTERPRETATION

- 2.1 In this DPS, the following capitalized terms shall have the meanings set out below:

California Personal Information means Fan Personal Data relating to a California consumer.

Data Protection Laws means any applicable international, national, federal, state, or local data protection, privacy, ePrivacy, or similar laws and regulations that apply to the Processing of Fan Personal Data in connection with the Creator Terms, including the General Data Protection Regulation ("GDPR"), the UK Data Protection Act, the EU Privacy and Electronic Communications Directive, local laws implementing these laws, the privacy laws of US States, including the California Consumer Privacy Act ("CCPA"), and any amendments, supplements, or replacements to these laws or regulations;

DPS means this data processing schedule;

Fan Personal Data means any Personal Data Processed on your behalf in connection with the provision of the Komi Services under the Creator Terms;

Party or **Parties** means you (the Creator) and/or us (Komi);

Personal Data Transfer Mechanism means:

(a) for data transfers from the EU, EEA or Switzerland, the unchanged version of the standard contractual clauses in Commission Decision 2021/914/EU (MODULE FOUR: Transfer Processor to Controller) as can be found at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN> (the "**EU SCCs**");

(b) for data transfers from the UK, by the EU SCC plus the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (or as it may be amended or replaced) as further set out in Appendix 3 (the "**UK Addendum**");

Sub-processor means any entity or person (excluding our employees) appointed by us or on our behalf to Process Fan Personal Data on your behalf in connection with the provision of the Komi Services.

- 2.2 The terms **"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Process"** and **"Processing"** shall have the meanings ascribed to them in applicable Data Protection Laws.
- 2.3 The terms **"business"**, **"business purpose"**, **"commercial purpose"**, **"consumer"**, **"personal information"**, **"sell"**, **"share"**, and **"service provider"** shall have the same definitions as in the CCPA.

3. GENERAL

- 3.1 Each Party shall comply with all applicable requirements of Data Protection Laws when Processing Personal Data in connection with the Creator Terms.
- 3.2 You shall ensure that you have all necessary and appropriate consents and notices in place to enable lawful: (i) transfers of any Personal Data, including Fan Personal Data; and (ii) Processing by you and us of such Personal Data, in connection with the Creator Terms.
- 3.3 You are in control of, and responsible for, your compliance with applicable Data Protection Laws and your use and receipt of the Komi Services in compliance with Data Protection Laws. In particular, it is your responsibility to ensure you have met your obligations with respect to your Processing of Fan Personal Data (including our Processing of Fan Personal Data on your behalf). To the extent the GDPR applies to this Processing, your obligations may include (but will not be limited to) ensuring you have identified appropriate legal bases and additional conditions (such as consent where necessary) for the processing activities you intend to undertake.

4. CONTROLLER AND PROCESSOR OBLIGATIONS

- 4.1 To the extent you use any of the Komi Services, as indicated by your selections via your Komi account, you hereby instruct us to Process Fan Personal Data in order to deliver such Komi Services to you.
- 4.2 We shall, in relation to any Fan Personal Data Processed in connection with the performance by us of the Komi Services:
 - 4.3.1 only Process such Fan Personal Data on your documented instructions, unless other Processing is required by applicable laws;
 - 4.3.2 take reasonable steps to ensure the reliability of our staff who have access to such Fan Personal Data, ensuring that all such individuals are subject to appropriate confidentiality undertakings;
 - 4.3.3 taking into account the nature of the Processing, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed to Fan Personal Data;
 - 4.3.4 taking into account the nature of the Processing, we shall assist you by implementing appropriate technical and organizational measures, as far as this is possible, for the fulfilment of your obligations to respond to requests to exercise Data Subject rights under applicable Data Protection Laws;

- 4.3.5 at your written direction, delete or return Fan Personal Data to you on termination of the Creator Terms, unless we are required by law to retain it;
- 4.3.6 notify you as soon as practicable on becoming aware of a Personal Data Breach relating to Fan Personal Data; and
- 4.3.8 allow for and contribute to reasonable audits (at your sole cost), of our Processing of Fan Personal Data, by providing you with our latest security documentation and reports, and answering reasonable requests for information from you in order to demonstrate our compliance with the obligations laid down in this DPS.

5. INTERNATIONAL DATA TRANSFERS

To the extent:

- 5.1 we transfer Fan Personal Data to you; and
- 5.2 you will receive such Fan Personal Data in a territory outside of the EEA or the UK for which there is no official finding by the European Commission or UK authorities as applicable that the recipient or recipient country ensures an adequate level of protection of the rights and freedoms of Data Subjects in relation to the Processing of Fan Personal Data,

then the Parties hereby enter into the Personal Data Transfer Mechanism, as further set out in Appendices 2 and 3.

6. SUBPROCESSING

- 6.1 You hereby grant a general authorization to us to engage Sub-processors for the Processing of Fan Personal Data. We shall inform you of any intended changes concerning the addition or replacement of Sub-processors. If you object on reasonable grounds to any Sub-processor's appointment, then you must notify us in writing thereof within 10 working days of being informed. We will then seek to agree a reasonable resolution to such objection, or in default thereof allow you to terminate your Komi account.
- 6.2 With respect to each Sub-processor, we shall ensure that the arrangement between us and the Sub-processor is governed by a written contract including terms which:
 - 6.2.1 offer at least the same level of protection for Fan Personal Data as those set out in this DPS; and
 - 6.2.2 meet the requirements of applicable Data Processing Laws.

7. CALIFORNIA PERSONAL INFORMATION

To the extent Fan Personal Data Processed by us on your behalf is California Personal Information, then in relation to such California Personal Information:

- 7.1 you are a business, and we are a service provider;
- 7.2 We will not:
 - (A) sell or share such California Personal Information; or
 - (B) retain, use, or disclose such California Personal Information for any purpose (including a commercial purpose) other than for the specific business purposes of performing for you the Komi Services specified in the Creator Terms; or

- (C) retain, use, or disclose such California Personal Information outside of the direct business relationship between you and us; or
- (D) combine such California Personal Information with personal information that we receive from, or on behalf of, another person or persons, or collect from our own interaction with Fans (save to the extent specified by applicable Data Protection Laws);

- 7.3 you may monitor our compliance with this DPS, as set out in Clause 4.3.8 of this DPS, and as otherwise agreed in writing; and
- 7.4 if we engage any other person to assist us in processing California Personal Information on your behalf, such engagement shall be pursuant to a written contract binding such other person to observe all the requirements of this DPS, and we shall notify you of that engagement in accordance with the provisions of Clause 6 of this DPS.

(Appendix 1 follows)

APPENDIX 1: DESCRIPTION OF PROCESSING

<i>Categories of data subjects whose personal data is processed:</i>	Fans.
<i>Categories of personal data processed:</i>	Name, email address, telephone number, gender, country, billing and payment information, interests and preferences information (such as types of content preferred), a Fan's historical purchases and actions on / in relation to your Profile, newsletter preferences, analytics (how often the Fan uses/visits your Profile, which of your Creator Services they use and/or favour, IP address and other device identifiers, device and browser operating system.
<i>Sensitive data transferred (if applicable) and applied restrictions or safeguards:</i>	None.
<i>The frequency of the transfer to you:</i>	Continuous.
<i>Nature of the processing:</i>	To enable us to provide the Komi Services, i.e.: collection and storage; transfer to you; analytics; enablement and tracking of sales, subscriptions, and downloads; management of communications with Fans.
<i>Purpose(s) of the processing:</i>	To enable us to provide the Komi Services, and to respond to specific requests and instructions from you in relation to the Fan Personal Data.
<i>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:</i>	During your use of the Komi Services.

APPENDIX 2: EU SCCS

1. Where we transfer Fan Personal Data to you outside of the EEA or the UK, pursuant to Clause 4.4 of the DPS, the Parties hereby agree to the terms in the EU SCCs where we are the data exporter and you are the data importer.
2. The details of the data transfer set out below and in Appendix 1 shall be deemed incorporated as Annex 1 of the EU SCCs.
3. All capitalized terms below shall have the meaning given to them in the Creator Terms or the DPS, where the context permits. In the event of any conflict or contradiction this Appendix 2 and the Creator Terms, the terms of this Appendix 2 shall prevail.

A. General

Clause 7 (Docking Clause)	This optional clause shall be included in the EU SCCs.
Clause 11 (Dispute Resolution)	The optional wording shall NOT be included in the EU SCCs.
Clause 17 (Governing law)	These Clauses shall be governed by the law of the location of the data exporter which, if required to be an EU Member State shall be deemed to be Ireland, or otherwise the Parties agree that this shall be the law of England.
Clause 18 (Choice of forum and jurisdiction)	Any dispute arising from these Clauses shall be resolved by the courts of the location of the data exporter which, if required to be an EU Member State shall be deemed to be Ireland, or otherwise the Parties agree that these shall be the courts of England.

B. List of Parties

Data exporter	
Name and Address:	Komi App Limited a company registered in England, with company number 12268875 and registered address: 35 Ballards Lane, London N3 1XW, United Kingdom.
Contact person's name, position and contact details:	Bruno Haag, VP Product, bruno@Komi.io
Activities relevant to the data transferred under the EU SCCs:	The Komi Services provided by us to you pursuant to the Creator Terms.
Role:	Processor

Data importer	
Name and Address:	As set out in your Creator Account.
Contact person's name, position and contact details:	As set out in your Creator Account.
Activities relevant to the data transferred under the EU SCCs:	The Komi Services provided by us to you pursuant to the Creator Terms.

Role:	Controller
--------------	------------

C. Description of Transfer

As set out in Appendix 1

APPENDIX 3: UK ADDENDUM

UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES VERSION B1.0, in force 21 March 2022

Part 1: Tables

Table 1: Parties:

Start Date	As set out in the Order Form
The Parties	As set out in the Order Form

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:
-------------------------	---

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorization or General Authorization)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
4	YES	YES	NO	N/A	N/A	NO

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex I Part A: List of Parties: Appendix 2
Annex I Part B: Description of Transfer: Appendix 1

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: - Exporter
--	---

Part 2: Mandatory Clauses

Mandatory Clauses	Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), as it is revised under Section 18 of those Mandatory Clauses.
--------------------------	---