

Swyve Creator Agreement

Effective Date: [20th October 2025]

Last Updated: [20th October 2025]

1. Introduction

This Creator Agreement is a legally binding contract between you (the “Creator”) and Swyve LTD (“Swyve”). By uploading content to Swyve, you agree to the terms outlined below. You must be at least 18 years old and fully verified.

2. Eligibility and Verification

- You confirm that you are at least 18 years of age
- You must complete identity and age verification prior to publishing any content
- You agree to keep all identification documents up to date and available for compliance review

3. Content Ownership and License

- You retain ownership of all content you upload
- You grant Swyve a worldwide, non-exclusive, royalty-free license to host, display, distribute, and monetize your content
- This license is revocable if you delete the content, except where Swyve must retain backups or legal copies

4. Prohibited Content and Conduct

You may not upload, post, stream, sell, or otherwise distribute any content on Swyve that:

- Involves any individual under the age of 18 (real or simulated)
- Is non-consensual, coerced, forced, or secretly recorded
- Involves human trafficking, exploitation, or any form of forced participation
- Depicts incest, bestiality, sexual violence, or other extreme illegal acts
- Contains unverified deepfakes or synthetic content intended to deceive or impersonate real persons
- Includes copyrighted or third-party content that you do not have the legal right to use
- Violates Swyve’s Community Guidelines, this Agreement, or any applicable local, national, or international law
- Violates card network standards, including but not limited to Visa and Mastercard rules and

the policies of our payment processors

You agree that you will not engage in any activity on Swyve that is illegal, fraudulent, or that otherwise violates Swyve's standards, our payment processors' requirements, or the standards of the card schemes. Swyve may remove content or terminate your account at any time if we believe you have breached these obligations.

5. Revenue and Payments

- You will receive a percentage of earnings from sales, tips, or subscriptions, as determined by Swyve's payout structure
- Payments are made through third-party processors (e.g, CCBill) and subject to verification
- You are responsible for your own tax reporting and compliance

6. Termination

- You may delete your account at any time
- Swyve may suspend or terminate your account for violations of this Agreement or applicable law
- Upon termination, all licenses granted to Swyve will end, except for legal retention copies

7. Legal Compliance

You are solely responsible for ensuring that all content you upload to Swyve complies with all applicable laws, including but not limited to 18 U.S.C. § 2257 (and any international equivalents), as well as Visa, Mastercard, and payment processor standards.

By uploading content to Swyve, you expressly represent, warrant, and agree that:

(a) Written Consent from Every Person Depicted

You have obtained and will maintain valid written consent from every person depicted in your content. This written consent must specifically include:

- Consent to be depicted in the content;
- Consent to allow the public distribution and public display of the content, including on Swyve and any associated services;
- Where applicable, consent for the content to be made available for downloading or offline viewing by end users.

You agree to keep all such consent forms and related documentation on file and to provide them to Swyve, our payment processors, or legal/regulatory authorities upon request.

(b) Age and Identity Verification of All Persons Depicted

You are responsible for verifying the **identity and age** of every person appearing in your content. At a minimum, you must:

- Confirm and document that each performer is at least 18 years old at the time of production;
- Obtain and securely store a clear copy of a valid, government-issued photo ID for each performer;
- Maintain accurate records linking each performer's ID to the specific content they appear in;
- Be able to provide these records promptly to Swyve, our payment processors, or regulators upon request.

You understand and agree that content involving minors (real or simulated), or where proper age verification cannot be demonstrated, is strictly prohibited and will result in immediate removal and potential account termination.

(c) Ongoing Record-Keeping Obligations

You agree to maintain all age-verification and consent records for as long as the content is available on Swyve, and for any additional period required by applicable law. You further agree to cooperate fully with Swyve in any compliance review, audit, or investigation, including by providing requested documentation without undue delay.

Failure to comply with these requirements may result in content removal, suspension or termination of your account, and potential reporting to law enforcement or regulatory authorities.

8. Indemnity

You agree to indemnify and hold Swyve harmless from any claims, damages, or losses arising from your content or conduct.

9. Changes to Agreement

Swyve may modify this Agreement with notice. Continued use of the platform implies acceptance of changes.

10. Contact

For questions about this agreement, contact: swyve@swyve.io