

## TERMS OF SERVICE

Welcome to Exclusive Link's terms of service, Terms of service are only found here and nowhere else on the website.

### DEFINITIONS

**Exclusive Link** – Social media website owned by Exclusive Link Ltd that lets users sell exclusive content with others.

**Content seller** – A user who sells social media to other users on Exclusive Link.

**Seller's content** – The content that a user uploads to their profile.

**Revenue** – Earnings made from selling social media content to other users

**Commission** – Percentage of revenue taken by Exclusive Link to use the website.

**Referral Payments** – Payments made by Exclusive Link to users who bring content sellers to the website.

**User** – Anyone that creates a profile on exclusive link

**Payment Provider** – A third party payment service providers that allows Exclusive Link to process payments.

**Chargeback** - A Credit card provider charge to reimburse a cardholder for an unjustified transaction. (e.g. Fraud)

**Refund** – A refund to a user's card at the request of the content seller or credit card company.

**Social Media** – Pictures or videos that users upload to the website

### ABOUT

Our website enables people to create an online profile to sell their exclusive content with others.

You can sell individual media items or allow users to subscribe to your profile for a monthly fee.

Anyone that wishes to use the website to either sell or view social media will be required to create an account and become a user.

These terms of service govern your use of all aspects of the Exclusive Link website. By becoming a user you confirm you are 18 + years of age and agree / accept to all of Exclusive Links terms of service. If you do not agree then you must not access or use the Exclusive Link website. Exclusive Link reserves the right to change the terms of service at any time. By continuing to use Exclusive link you agree to any new terms of service.

By using Exclusive Link you agree to be contacted by Exclusive Link via email or other electronic methods in line with Exclusive Links privacy policy.

All user transactions and interactions with other users are between users and not Exclusive Link. Exclusive Link acts as a digital platform for the content seller to process payments on their behalf. Exclusive Link does not own any seller content, communication expressed by users does not represent the Exclusive Links views.

Where Exclusive Link receives payment by a user the content seller shall be obliged to allow the user to view the sellers content.

Exclusive Link reserves the right to

- Update, restrict, terminate, limit access and suspend access to the Exclusive Link website.
- Delete user content or accounts if Exclusive Link believe you are in breach of these terms of service or applicable Laws.
- Monitor any content or messages between users to ensure compliance with terms of service.
- Investigate and pass on information to help with Law enforcement agencies.
- Update the third-party payment service provider.



## USER REGISTRATION

All users must register with Exclusive Link to view or sell content. Users must provide a valid email address, user name and password. You agree that all information provided is of a true nature and agree to how that data will be processed based on Exclusive Links privacy policy.

Users that wish to view content will be required to upload a payment card to their profile. All payment cards are stored by our fully PCI compliant payment service provider.

Users that wish to upload content and start earning will be required to setup bank details within their account setup and provide valid ID. Additional ID may need to be provided based on your country's requirements. Content sellers can earn 85% of their earnings which is paid directly into their bank (see pay out section for more details).

You are responsible for keeping your login information confidential and secure, these details must not be disclosed to anyone else. If you believe your account has been or is being used by someone else you must contact [Info@exclusive-link.com](mailto:Info@exclusive-link.com) asap. We strongly advise not to use your account on shared or public computers. You are responsible for all activity on your account.

By registering with Exclusive Link you agree to the following.

- All information / content provided by you the user is truthful and does not infringe the intellectual property right of others and is legal.
- You have not been banned or suspended on a Previous Exclusive link account.
- Exclusive Link reserves the right to suspend or delete a user account without notice if you are infringing on intellectual property rights or break any of Exclusive Links Terms of service.
- Exclusive Link reserves the right to verify information provided by you the user at any time.
- You do not work for, own or are associated with a market competitor.

## PAYMENTS AND SUBSCRIPTIONS

Card details are required to make subscriptions and payments for interactions between content providers and users, these are processed by a payment service provider. You can turn off subscriptions by clicking on the content providers profile and unsubscribe. Subscriptions started after the 28<sup>th</sup> of the month will be renewed on the 28<sup>th</sup> of the following month.

Once of payment has been taken by the payment service provider the content provider is required to allow the user to view the content they are selling. Exclusive Link holds the payment on behalf of the content providers. Prices are limited to a set range from £4.99 to £100 per transaction. Card payments take 7 days to clear your pending balance until they are available to withdraw.

The payment service provider will transfer these payments to Exclusive Link Ltd who will manage the process of paying the content providers. Content providers are paid via electronic bank transfer which can be requested on the account statement page. Exclusive Link will take commission of 15% of the total revenue generated by the content provider.

Example – with a £10 subscription the content provider will receive £8.50.

The commission covers the costs of building and running the website, the cost of the payment service provider, the cost of the staff, marketing & sales and accounting fees.

Payments are final and non-refundable however if Exclusive Link has been alerted that a card payment has been refunded or charged back then Exclusive Link will terminate the users account and deduct any refunds to the content provider. Purchasing media will be available for a minimum of 30 days.



Live stream prepayments are required for users to view live streams that charge a per minute rate. The prepaid balance is a non-refundable transaction and can only be used to view these types of live streams, it cannot be used to subscribe or purchase other content on the site.

By signing up to Exclusive Link you also agree to these terms of service

### **ACCOUNT DELETION AND DEACTIVATION**

Users can either delete their account or deactivate their accounts at any time under the account setting section. Deleting your account will permanently delete content and access to the Exclusive Link website. Deactivating your account will stop all user interaction and payments on your account.

Content providers deleting their accounts will only occur after all user subscriptions have lapsed and all pending funds have been paid to you. There is a 30 day notice period after which your account will be removed from the website along with all content.

You will receive an email confirmation account deactivation or deletion.

### **LICENSE AND INTELLECTUAL PROPERTY RIGHTS**

Users are granted a license to use Exclusive Links website for personal and lawful use only.

Other than User Content, the Website and its entire contents are owned by Exclusive Link Ltd and are protected by international copyright Law.

You must not copy, reproduce, distribute, download or modify any content from the website. If you breach these conditions your account will be permanently suspended.

You must not use any of Exclusive Links logo's, designs or branding unless you have written consent from Exclusive Link Ltd.

### **CODE OF CONDUCT**

You may not

- Impersonate Exclusive Link employees, other users or Exclusive Link its self.
- Download or share content from Exclusive Link on other platforms.
- Use Exclusive Link for illegal or unlawful activities.
- Exploit, harm, falsely advertise, inhibit enjoyment or expose other users of Exclusive Link.
- Upload, post or distribute illegal, discriminatory, obscene, hateful, violent, offensive, copyright material, revenge porn or upload pictures of minors.
- Advertise escort, drugs, weapons, pornography or gambling material.
- Harass or be abusive to Exclusive Link support or other users of the site.
- Interfere, hack, overburden, bombard or tamper with the Exclusive Link website or servers.
- Register as a user if you are under 18
- You will not use 3<sup>rd</sup> party payment processors such as, Cash App and PayPal to provide services through Exclusive Link.
- Divert users onto other website or aps such as Onlyfans, Snapchat, Admirerme, Fansly, Tiktok, chatterbate, adultwork, Instagram, Facebook, whatsapp or any other social media platform

You will

- Fully comply with Exclusive Links terms and conditions.
- Accept full responsibility for the use of Exclusive Link and your account.



## **REFERRAL PROGRAM**

Exclusive Link has a referral scheme that allows users to earn 2.5% of their referred user's lifetime earnings. Each user has a referral link which is found on their referral page, all you need to do is copy and paste the link to new users and get them to start an account using the URL.

Any user can use the referral scheme, however they will need to setup a bank account to receive payouts and become verified.

The referral link only works on brand new users to the website and ones that have created an account from using the referral link.

Exclusive Link reserves the right to change the referral program at any time, this will not affect old referral earnings.

Referral payments are processed automatically to users, these earnings are taken from Exclusive Links commission and not the referred user's earnings.

## **PAYOUTS**

You can request a payout once your available balance reaches £20 or more. Payouts are issued via bank transfer and take up to 3 working days but can take longer depending on who you bank with. A £2.50 bank transaction fee is deducted from your balance when a payment is made. All payments are made in GBP or equivalent foreign currency values.

Exclusive Link is a platform that acts as an agent between parties, all users will need to account for their earnings in line with their local tax laws. By using Exclusive Link you agree to comply with local tax laws and authorities.

Next day pay is available at a premium of an additional 6% of the balance being paid. Next day pay allows users to have access to their funds from their available balance and pending balance by sending funds to their bank within the next working day. By using next day pay you agree to allow Exclusive Link to share your payment details with our payment partners.

## **CHARGE BACKS**

Charge backs will result in the followers account being immediately suspended and a £20 charge back fee being passed onto the content creators account.

## **USER CONTENT**

Exclusive reserves the right to view all user content to ensure compliance with these terms and conditions. If user content is found to be in breach of these terms of condition it may be removed and could result in your account being suspended or deleted.

User content is the responsibility of the user and not Exclusive Link, Users must have consent from third parties if they appear in the content.

Exclusive Link will comply with Law enforcement investigations and Copy Right infringements. By creating user content, you agree to authorise your followers to view this content. If you followers feel that the content breaches these terms and conditions, they can report the content to Exclusive Link's support team.

User content must not depict to any person under the age of 18.



Exclusive Link may remove your profile if user content includes but not limited to

- Advertising Financial and professional services
- Virtual currency
- IP infringement
- Illegal products and services
- Counterfeit goods
- Gambling
- Adult content such as escorting, pornography, prostitution
- Get rich quick schemes
- Violence
- High risk business
- Selling content via 3<sup>rd</sup> party payment processors such as PayPal or Cash App
- Directors users off the website to competitors such as Onlyfans, Snapchat, Admirerme, Fansly, Tiktok, chatterbate, adultwork, Instagram, Facebook, whatsapp or any other social media platform.

### **PARTNER AGENTS**

Exclusive Links offers users to become a partner agent allowing them to work with other users on the platform in an independent beneficial relationship. Agents can use the platform to help other content creators succeed by offering admin support, promotion and training.

Agents will be able to charge a percentage of the content creators earnings by providing these services. Content creators will need to decide whether the additional cost of having an agent will be beneficial to them.

Example – with a £10 subscription the content provider will receive £8.50 after Exclusive links 15% commission. The Agent can charge 10% for providing services to the user to help grow their following taking their £0.85 commission. This would leave the content creator with £7.65.

Agents are independent from Exclusive Link and any relationship is strictly between the Agent and the content creator. Exclusive Link reserves the rights to moderate Agents and user relationships if it deems reasonable. Agents must abide by the same rules as other users, Exclusive Link reserves the right to remove Agents if they provide a substandard service.

### **LIMITED LIABILITY AND GUARANTEE**

Exclusive does not guarantee the website will be available 24/7 as Exclusive Link will need to make maintenance and updates to the website. These updates will occur outside of prime time where possible and with notice in advanced.

All of Exclusive Links services and features are provided without guarantee. If Exclusive Link is attacked by a virus It is your responsibility to ensure you have adequate anti-virus software to protect you and your device / software.

Exclusive Link will not be held liable in any circumstances for the below

- User content being illegally distributed / copied.
- Loss of earnings from website being unavailable.
- User account management including bank account information being changed.
- User breach of copy right infringement
- User breach of unlawful or illegal content.
- Delayed payments

Exclusive Link's limited liability is set at a maximum of £100 if it is deemed liable.



Contact info

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