

Terms of Use

Welcome to Polee!

Safe content of quality is our mission. We want to build services and technologies that allow you to get access to entertaining posts as well as to publish your photos and materials available to others.

To help that happen we want to describe used means and instruments in the current user agreement or the Terms of use ("Terms").

If you find anything unclear to you, please do not hesitate to reach out via email support@polee.me. Our goal is to maximize the transparency and understanding of how Polee works. Please kindly read these Terms to receive a clear perception of what we can offer you.

If you don't want to read or agree to these Terms then don't use our website but if you use www.polee.me understand that you are agreeing to be bound to these Terms.

1. Definitions

Author means User who publish content at the Website.

Author interaction means any interplay between the Subscriber and the Author on Polee.me that entails access to the Author's content, including subscription, payments made by a Subscriber on a pay-per-view basis (pay-per-view media and pay-per-view live streaming), as well as other interaction between the Subscriber and the Author via the Author's account communication function.

Author's earnings mean a portion of a Subscriber payment according with this Terms after deducting all fees.

DC DIGITAL CRAFT LTD means a legal entity registered in Cyprus (HE 458938) having its postal address at: Kyriakou Matsi, 18, VICTORY TOWER, Floor 1, 1082, Nicosia, Cyprus, owing the website www.polee.me, providing access to content, posed by its users.

Content means any material uploaded to Polee.me by any User, including any photos, videos, audio (such as music and other sounds), live streaming content, texts (such as comments and hashtags), external references, digital assets, metadata, images, interactive features, emojis, GIFs, memes and any other materials, that the user shares through www.polee.me.

Reffered user means the Subscriber, invited by the Author at Polee.me.

Subscriber means User who registered account at Polee.me and subscribed to the Author to view the Authors's Content.

Subscriber payment means any payments made by the Subscriber to the Author at Polee.me via Author's interaction.

Subscription means the Subscriber's payable abonnement to the Author's profile (payable or free of charge, for one month or for an unlimited term) and all Content, produced by this Author, including individually priced Content.

User means any individual who uses www.polee.me (including Viewer, Subscriber and Author) and can be addressed also as "You" or "Yours".

Polee.me – (also referred to as "Polee", "We", or "Us") means Internet website on the following domain: www.polee.me and all aspects of our website and the software and systems powering our website.

Viewer means User who subscribe to and view, the Authors' content.

2. Who can use Polee.me

2.1. Polee.me can't be used by AI or bots. The User must be a REAL human.

2.2. There are no restrictions for Viewers at Polee.me.

2.3. If you create User's account for Subscriptions, you have to

- You must be at least 13 years old;
- You agree with the terms of the [Author and the Subscriber](#).

2.4. If you chose option to view adult content, you must confirm you are 18 years old.

2.5. If you became the Author and you have to:

- You must be at least 18 years old;
- You must be able to be legally bound by a contract with us;
- You must be legally permitted to join, view Content, and to use any functionality provided by Polee.me;
- You agree with the terms of the [Author and the Subscriber](#).

If you do not meet the above requirements, you should not use Polee.me.

3. Third-parties accounts

3.1. X.com (Twitter): Users have the ability to connect an active X.com account to their Polee.me account and share certain Content as Polee.me posts on X.com using the sharing feature. If you use this feature, you must comply in full with the X.com terms of service from time to time with respect to any Content so posted.

4. Polee.me account

4.1. By registering with and using Polee.me, you agree to the Terms of Service. If you do not agree, your sole remedy is to not register or stop being a Polee.me User.

4.2. We may reject an account application for any reason.

4.3. To register Polee.me account you provide a valid email address, a username, and a password or authenticate using an approved third-party.

4.4. If you choose in your account option "**Become Author**" we ask you to provide us with information according with Section 5. Author's onboarding.

4.5. When you register your account at Polee.me, you undertake the following obligations to us:

- If you previously had a Polee.me account, you confirm that your old account was not closed or suspended by us because you violated any of our Terms.
- Ensure that all information you provide to us is true, accurate and complete.
- You will promptly update any information you provide to us as it changes.
- You consent to receive communications from us electronically, including by email, Telegram messenger and messages posted to your Polee.me account, and to the processing of your personal data.
- You will keep your account information confidential and secure, including your user details and any other information that is part of our security procedures, and you will not disclose it to anyone else.
- You will contact support@polee.me immediately if you believe that someone has used or is using your account without your permission or if your account has been subject to any other security breach.

- You also agree to log out of your account at the end of each session and to use particular caution when accessing your account from a public or shared computer so that others are not able to access, view, or record your password or other personal information.
- You are responsible for all activity on your account, even if, contrary to the Terms, someone else is using your account.
- You agree to fully comply with these Terms for all Users and all other parts of the Terms that apply to your use of Polee.me.

5. Author`s on-boarding

To open the Author`s account you must:

- Upload a valid form of ID and two photos of you;
- Add a bank account, payment details for your bank account, or a payment method;
- Select a method ("Payout Option") for us to transfer Author earnings to you;
- Submit additional age or identity verification information any time we ask for it;
- Set a monthly subscription price, if any, for your Subscribers;
- Add Content for Users to view when they subscribe to your account and become your Subscribers; and
- Provide any additional information at our request.

6. Subscriptions and payments

6.1 You agree that Polee.me duly fulfills its obligations at the time when provides the user with access to the content by subscription.

6.2 Polee.me does not engage in currency and/or cryptocurrency exchange, conversion or other financial and stock exchange operations.

Subscriptions

6.3 When you select "Subscribe," you agree to start a Subscription. A Subscription will automatically renew at the current rate. You authorise us to charge you again after each Subscription, unless: (i) your payment is declined and you have not provided another payment; (ii) the Subscription price has increased; or (iv) you close your Polee.me account before the new subscription period begins. If you purchase a Subscription, it will automatically renew for additional periods of the same duration unless you cancel it without further reminders.

6.4 You agree that Polee.me will provide his payment card details to a third party payment provider to process your payment. All payments by Subscriber will be charged in TON or US Dollars. Payment card provider may charge commission for currency exchange. Polee.me does not control exchange rates or fees charged by Subscriber payment card provider or bank, and we will not be responsible for paying any fees or charges charged by Subscriber payment card provider or bank.

6.5 The payment provider will take: (i) periodic payments for Subscriptions; and (ii) immediate payments for Subscriber payments. You authorise and consent to each of these payments being debited using your supplied payment information or crypto currency wallet details.

6.6 If you cancel a Subscription, you will continue to be allowed to view the relevant Author content until the end of the subscription period in which you canceled, after which your payment card will not be charged for further subscriptions to that Author's profile (unless you choose to pay for a new Subscription to that Author's profile) and you will no longer be able to view the relevant Author`s content.

6.7 You agree that you will not make any unfounded refund requests, or any unreasonable chargeback requests from your payment card provider. If we believe that any refund request or

chargeback request has been made by you in bad faith, we have the right to suspend or terminate your user account.

- 6.8 You can make a prepayment on Polee.me which you can later use for payments. Purchases on Polee.me cannot be split, payment is made in full, either from a payment card, or from the balance, or using a wallet based on the TON blockchain, depending on the payment options for a particular subscription, content on the platform at the time of payment. The balance is limited to a maximum amount, which is determined by us from time to time.

Payable Author interaction

- 6.9 Author interactions are regulated by the Agreement between Author and Subscriber. We facilitate Author interaction at Polee.me and keep Author's Content, but we are not a party to the Agreement between Author and Subscriber, and we are not responsible for any Author interactions.
- 6.10 Authors are solely responsible for setting prices for the Author interactions, within the frameworks of the Polee.me price determination approach.
- 6.11 To receive Author's interaction, firstly Subscriber shall fill in his account, secondly subscribe at the Author's profile.

Author outpayments

- 6.12 All Subscriber payments are obtained and processed by an approved third-party payment provider.
- 6.13 Our fee is deducted from each Subscriber payment as 20% of the total Subscriber payment.
- 6.14 Author outpayments will be available for withdrawal upon deposited at Polee.me account. To withdraw outpayments, account balance should satisfy minimum payout amount requirement.
- 6.15 Author earnings are available in US Dollars. Your payment provider may charge currency conversion or other fees. We do not control currency exchange rates, banking charges, or e-wallet provider charges.
- 6.16 Authors are in charge for paying applicable taxes. Polee.me is not responsible for for advising you on tax affairs or liable for any Author's non-payment of taxes.
- 6.17 Author warrants Polee.me that all payments that are received via or in connection with Polee.me account are duly reported o the relevant Tax authority in your jurisdiction, as required by law.
- 6.18 In case while you holding Polee.me account, you violate tax requirements in connection with your use of Polee.me, or if you are named in any legal proceeding, investigation or inquiry in connection with or that may result in non-compliance with tax requirements in connection with your use of Polee.me, we reserve the right to close, limit payments or limit earnings from your account.
- 6.19 If you are Author registered in the EU country, ou must adhere to the EU VAT rules that apply.

7. Content

- 7.1. The materials we make available on Polee.me to Users are for general information only. We make no promises or warranties as to the accuracy of such materials or that Users will obtain any particular result or outcome from using such materials.
- 7.2. Some Content on Polee.me contain adult material and meant to be used by adults only. When registering Polee.me account you must choose, whether you wish to view adult materials or not.

- 7.3. The Author is legally responsible for the Content he shares through at Polee.me including ensuring that the Author has the right to use the Content and provide access to it to the Users, and that it complies with laws, rules, regulations and these Terms.
- 7.4. If the Author created the Content with participation or assistance of any third parties, the Author is responsible for obtaining all permissions of such third-parties to provide it to Polee.me and its Users.
- 7.5. The Author warrants Polee.me that the uploaded Content:
- complies with the Terms of use
 - is good quality
 - does not contain:
 - illegal activity including actual, claimed, or role-played: exploitation, abuse, or harm of individuals under the age of 18; incest; bestiality; necrophilia; or rape or sexual assault;
 - hateful conduct including attacking other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease;
 - abuse or harassment including stalking, doxxing, defaming, or the sharing of non-consensual, fake or manipulated intimate images or otherwise unauthorised images.
 - violence or harm including prohibited role play, use of objects in any way that is likely to cause physical or mental harm, lack of express consent, extreme impact, extreme bondage, or suicide
 - prohibited bodily fluids including urine or excrement
 - prohibited items including weapons or controlled substances used in a manner that threatens or may cause harm to yourself or to a third-part
 - any explicit image of another person without their consent including an artificially generated image.
 - public nudity including explicit conduct in a place where the general public is present or where other people are reasonably likely to see, including in an avatar or header image.
 - prohibited cyber activity including spamming, sharing other people's personal data, linking to external media storage sites; referencing to an off-platform site that violates our Terms of Service; or behaves in any way interfering with Polee.me software, hardware, or network.
- 7.6. We may, but have no obligation to, moderate or review any of your Content to ensure compliance with the Terms or any applicable laws.
- 7.7. We will remove any Content that does not comply with the Terms or any applicable law.
- 7.8. It is our policy to suspend access to any Content that you post on Polee.me that we become aware may not comply with the Terms or any applicable law while we investigate the non-compliance or illegality of such Content. If we suspend access to any of your Content, you may request a review of our decision by contacting us at support@polee.me . Following our investigation of the suspected non-compliance or illegality of the relevant Content, we may take any action we deem appropriate, including restoring access to the Content or permanently removing or disabling access to the relevant Content, without the need for any consent from you and without prior notice. You agree that you will promptly, at your own expense, provide us with all reasonable

assistance (including by providing us with copies of any information we request) in our investigation.

- 7.9. If we suspend access to or remove any of your Content, we will notify you by email or by a notice at your Polee.me account, but we are not required to provide you with prior notice of such removal or suspension.
- 7.10. Sharing the Content at Polee.me, the Author grants Polee.me a world wide non-exclusive, royalty-free, sublicensable license to use, copy, reproduce, adapt, modify, publish, transmit, display and distribute the Content in any and all media or distribution methods.

This license authorizes us to make the Content available to the rest of the world. The Author agrees that this license includes the right to provide, promote and improve our website and to make the Content available to the Viewers and Users as well as to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication on the other media and services and no compensation shall be paid to the User.

7.11. Outside our scope of responsibility

We will take reasonable care to provide you with the opportunity to use Polee.me, but there are certain things for which we are not responsible, namely:

- content on Polee.me, and the views expressed by Authors or Subscribers on Polee.me, do not reflect our views
- your Content may be viewed by persons who recognize your identity. We will not be liable to you in any way if you are identified by your Content
- once your Content is posted on Polee.me, we have no control over, and will not be liable to you for, the use of such Content by other users or third parties.

- 7.12. We do not guarantee that Polee.me or any of its Content will always be available or accessible without interruption. We may suspend, withdraw, or limit the availability of all or any part of Polee.me for business or operational reasons.

7.13. Technical regulation

We do not promise that Polee.me will be reconcilable with all devices and operating systems. You are responsible for configuring your information technology, devices and computer programs to access Polee.me. You should use your own virus protection software.

While we try to ensure that Polee.me is secure and free of bugs and viruses, we cannot promise that it will be, and we have no control over the Content provided by the Authors.

8. Prohibited activity

Following actions are strictly prohibited at Polee.me:

- usage for purposes, except for personal use; sell, rent, lease, transfer or share Polee.me account or any Content obtained on Polee.me by you or by anybody for any person;
- illegal use or misuse Polee.me;
- usage of the Content for harm or attempt to exploit or harm any person under 18 years of age, such as by exposing them to inappropriate Content;

- post or promote third-party commercial activities or sales, including sales of digital currencies, cryptocurrencies, NFTs or any other digital goods or services, as well as contests, lotteries and other platforms for profit, product placement, advertising, job postings or job postings;
 - any attempts to divert, advertise, use as watermarks on Content, send or ask to switch users/subscribers to other platforms, websites, messengers or social networks, even if they belong to the same creator;
 - post on your own page (in groups), on the pages of other Users (comments), in personal messages information about methods of payment for Content that are not verified by the Polee.me platform (for example, payment by transferring to a personal card, etc.);
 - attempt to launder money or commit fraudulent actions in any way, including by paying with stolen cards, as well as in other ways;
 - ask users to switch to another platform (website, application, social network, messenger) to purchase content, pay for a subscription, or perform other actions that entail financial and/or other real and/or potential benefits;
 - use Polee.me to stalk, intimidate, abuse, or threaten someone as well as to deceive or mislead any other User;
 - use Content in violation of intellectual property rights, personal rights, fair competition rights, privacy and data protection rights;
 - intentional input viruses, Trojan horses, worms or other material in the Content that is or may be malicious or technologically harmful;
 - utilizing automated programs, tools or processes (such as spiders, crawlers, bots, crawlers and automated scripts) to access Polee.me or any server, network or system connected to Polee.me or to retrieve, scrape, collect Content or information from Polee.me.
- 8.1. You may legally refer to your Polee.me page, provided that it does not damage our reputation or you take advantage of it. You must establish a reference (or direct link) in a way that entails no doubts that there is no any form of association or endorsement between you and Polee.me.
- 8.2. When promoting your Author`s account you must comply with this Terms as well as the terms and conditions of any other website where allocate you link or otherwise promote your Author`s account. When promoting your Author`s account, you must not impersonate Polee.me or create an impression that your Author`s account is being promoted by us if it is not.
- 8.3. Where Polee.me contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as an endorsement by us. We have no control over the contents of these sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to Polee.me, you do so entirely at your own risk and subject to the terms of use for such websites.

9. Account removal

- 9.1. The Subscriber can delete his account at any time by sending an email to support@polee.me. The account will be deleted in a reasonable period of time. No further Subscriptions will be charged. After we delete your account, you will not have access to your former account or any Content.
- 9.2. The Author`s account will remain open until all active Subscriptions expire. We will then pay all unpaid Author earnings and delete the account. All Subscriptions will be deleted and cannot be renewed. After we delete your account, you will not have access to your former account or its Content.
- 9.3. After your account is deleted, we may deal with your data in accordance with our [Privacy Policy](#).
- 9.4. You are entitled to delete account any time, however you agree that account removal does not prevent your Content circulation, if it was recorded by other Users in violation of the Terms of use before the account withdrawal.

10. Account suspense or termination

- 10.1. We reserve the right, in our sole discretion, to terminate your agreement with us and your access to Polee.me for any reason. We may also suspend access to your user account or terminate your agreement with us and your access to Polee.me immediately and without notice:
 - if you take any action that we believe has caused or may cause us to suffer losses or otherwise damage the reputation of Polee.me.
 - if we believe that you have seriously or repeatedly breached any part of the Terms or if you attempt or threaten to breach any part of the Terms in a way that could have serious consequences for us or another User.
- 10.2. During any period in which your User account is suspended, any Subscriptions that would otherwise be due during the period of suspension will be suspended and we may withhold all or a portion of the Author revenues owed to you but not yet paid.
- 10.3. Once your account is terminated, you will no longer have access to your Content. Polee.me does not have any technical means to allow you to access your Content after your account is terminated.

11. Limited Liability

- 11.1. By using Polee.me the User agrees that Polee.me, officers, directors, employees, agent representatives, related companies and partners liability is limited to 5 000 EUR.
- 11.2. Polee.me will not be liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity or loss of anticipated savings incurred by you as a result of or in connection with your use of Polee.me.

12. Additional terms

- 12.1. You agree that:

- agreeing to our Terms of use and using Polee.me does not create an agency, partnership, joint venture, franchisor-franchisee, representative, fiduciary, or employee–employer relationship. You do not have authority to bind us in any manner;
 - you cannot transfer, assign, or subcontract your rights or obligations under any agreement with us;
 - our rights and obligations under your agreement with us can be assigned or transferred by us to others. We may delegate the performance of any of our obligations under your agreement with us to any third-party.
- 12.2. We may review any suspected or alleged misuse, abuse, or unlawful use of Polee.me and cooperate with law enforcement agencies in such reviews.
- 12.3. We may disclose any information or records in our possession or control about your use of Polee.me to third parties in keeping with our Privacy Policy.

13. License to use Polee.me

Polee.me is protected by copyright, trademark, trade secret and other laws around the world. Nothing in these Terms gives a right to use Polee.me trademarks, logos, domain names, website www.polee.me, as well as its functions, databases, source code or other proprietary rights.

The User is granted with personal, worldwide, royalty free, non-assignable and non-exclusive license to use the provided software as a part of Polee.me. The license has the sole purpose of enabling the User to use and enjoy our Polee.me in a manner consistent with these Terms.

14. Applicable law and jurisdiction

To the extent that these Terms allow the User or Polee.me to initiate litigation in the court, both the User and Polee.me consent to the exclusive jurisdiction of the Cyprus courts and judicial system of the Republic of Cyprus. The User and Polee.me agree that all claims and disputes (whether contractual or otherwise), arising out of or relating to these Terms will be litigated exclusively in the courts of Limassol, Cyprus and that such disputes will be governed by Cyprus law, unless prohibited by the laws of the country of the Users residence.

15. Update

We may change any part of the Terms without prior notice, especially in cases:

- to reflect changes in laws and regulations that apply to Polee.me and Polee.me services, features and programs, if such changes require Polee.me to change its terms;
- to address an unforeseen and imminent danger related to the protection of Polee.me or the Users from fraud, malware, spam, data leakage or other cybersecurity risks.

We may update and change Polee.me for any reason, as well as change the design of Polee.me, its content, functionality, change or supplement the scripts used, software and other objects used or stored on Polee.me, any server applications at any time with or without prior notice. Once any updated Terms come into effect, you will be bound by them if you continue to use Polee.me.

16. Contact or Questions

Whether the User or any of Polee.me population has a question about any part of the Terms, a comment or a feedback about Polee.me, please contact us by email support@polee.me