

ACCEPTABLE USE POLICY

BY USING OUR PRODUCT YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

Introduction: This Policy applies to your use of the PrestoFans and all content on the PrestoFans Creator's Personal Branded Site and forms part of your agreement with us. This Policy sets out what is and is not permitted on the PrestoFans Creator's Personal Branded Site.

Interpretation: In this Policy, defined terms have the same meanings as in our [Terms of Use for Fans](#) or [Terms of Use for Creators](#).

1. Do not use the PrestoFans Creator's Personal Branded Site except for your own personal use and do not sell, rent, transfer, or share your account or any Creator Content obtained from your use of the PrestoFans Creator's Personal Branded Site to or with anyone else.
2. Only use the PrestoFans Creator's Personal Branded Site in a manner and for a purpose that is lawful.
3. Do not upload, post, display, or publish User Generated Content on the PrestoFans Creator's Personal Branded Site that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence or any illegal activity.
4. Do not use the PrestoFans Creator's Personal Branded Site in any way which may exploit, harm, or attempt to exploit or harm any individual under 18 years old, for example by exposing them to inappropriate User Generated Content.
5. Do not upload, post, display, or publish User Generated Content on the PrestoFans Creator's Personal Branded Site that:
 - a. shows, includes, or refers to:
 - i. any individual under 18 years old (or which refers to individuals under 18 years old generally); or
 - ii. any other individual unless you have written documentation which confirms that all individuals shown or included or referred to in your Content are at least 18 years old, and you have a written consent from each individual to use their name or images (or both) in the Content;
 - b. shows, promotes, advertises, or refers to:
 - i. firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
 - ii. drugs or drugs paraphernalia;
 - iii. self-harm or suicide;
 - iv. incest;

- v. bestiality;
 - vi. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
 - vii. necrophilia;
 - viii. urine, scatological, or excrement-related material;
 - ix. "revenge porn" (being any sexually explicit material featuring any individual who has not given prior, express and fully informed consent to that material (a) being taken, captured, or otherwise memorialized, or (b) being posted and shared on PrestoFans Creator's Personal Branded Site);
 - x. escort services, sex trafficking, or prostitution;
- c. contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
- d. contains, promotes, advertises, or refers to hate speech (being User Generated Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear of, or violence against, a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);
- e. contains or refers to anyone else's personal data or private or confidential information (for example, telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for the PrestoFans Creator's Personal Branded Site including passwords and security questions, financial information including bank account and credit card details, biometric data, and medical records) without that person's express written consent;
- f. either:
- i. in the case of User Generated Content featuring public nudity, was recorded in or is being broadcast from a country, State or province where public nudity is illegal; or
 - ii. in the case of User Generated Content featuring sexual activities, was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor places where members of the public are not present, for example private property such as a private backyard, or secluded areas in nature where members of the public are not present).
- g. gives the impression that it comes from or is approved, licensed or endorsed by us or any other person or company;
- h. causes or is calculated to cause inconvenience, or anxiety to anyone else or which is likely to upset, embarrass, or cause serious offence to anyone else;

- i. is used or is intended to be used to extract money or another benefit from anyone else in exchange for removal of the User Generated Content; and/or
 - j. involves or promotes third party commercial activities or sales, such as contests, sweepstakes and other sales promotions, product placements, advertising, or job posting or employment ads without our prior express consent.
6. Do not use the PrestoFans Creator's Personal Branded Site to stalk, bully, abuse, harass, threaten, or intimidate anyone else.
7. Do not use the PrestoFans Creator's Personal Branded Site to engage in misleading or deceptive conduct or conduct that is likely to mislead or deceive any other User.
8. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing Creator Content without authorization.
9. Do not do anything that violates our or someone else's rights, including intellectual property rights (examples of which are copyright, trademarks, confidential information, and goodwill), personality rights, unfair competition, privacy, and data protection rights.
10. Do not impersonate us, one of our employees, another User, or any other person or company or falsely state or suggest any affiliation, endorsement, sponsorship between you and us or any other person or company.
11. Do not provide false account registration information or make unauthorized use of anyone else's information or Creator Content.
12. Do not post or cause to be posted any User Generated Content which is spam, which has the intention or effect of artificially increasing any Creator's or Content's views or interactions, or which is otherwise inauthentic, repetitive, misleading, or low quality.
13. Do not transmit, stream, or otherwise send any pre-recorded audio or video material during a live stream or otherwise attempt to pass off recorded material as a live stream.
14. Do not use other media or methods (for example the use of codewords or signals) to communicate anything which violates this Policy.
15. Do not reproduce, print, distribute, attempt to download, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Creator Content, except as permitted under the Terms of Service.

16. Do not knowingly introduce any viruses, trojans, worms, logic bombs or other material into Creator Content which is or may be malicious or technologically harmful.
17. Do not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of the PrestoFans Creator's Personal Branded Site.
18. Do not use the PrestoFans Creator's Personal Branded Site in a way that could adversely affect our systems or security or interfere with any other User's use of the PrestoFans Creator's Personal Branded Site, including their ability to engage in real time activities through the PrestoFans Creator's Personal Branded Site.
19. Do not use any automated program, tool, or process (such as web crawlers, robots, bots spiders, and automated scripts) to access the PrestoFans Creator's Personal Branded Site or any server, network or system associated with the PrestoFans Creator's Personal Branded Site, or to extract, scrape, collect, harvest or gather Creator Content or information from the PrestoFans Creator's Personal Branded Site.
20. Do not use the PrestoFans Creator's Personal Branded Site's name, logo or any related or similar names, logos, product and service names, designs, or slogans other than in the limited ways which are expressly permitted in the Terms of Service or with our prior written agreement.
21. In consideration of the nature of services provided by PrestoColor, the Creator acknowledges that the Fan's limited personal data such as mobile number, email address, joining date and transaction amount (collectively, the "**Fan's Information**") may be made available on PrestoColor's platform with limited access to the Creator only subject to the Fan's consent for the disclosure of the Fan's Information. The Fan shall have the right to notify PrestoColor to withdraw his/her consent to disclosure of the Fan's Information.
22. The Creator shall not use the Fan's Information sell, publish, distribute, transfer, or provide any such to any third party save and except as required by law.

Breaches of this Policy may lead to your account being suspended or terminated, and access to your User Generated Content and Creator Content being revoked, as set out in the Terms of Service.

Last Update on 04 January 2022