

## PlayCre8te LLC, Terms of Service/Use and Conditions Agreement

Effective Date: February 7, 2026

PlayCre8te, LLC (“PlayCre8te,” “we,” “us,” or “our”) is pleased to provide the Services described below for your personal enjoyment and entertainment in accordance with these Terms of Use (“Terms”). Please read these Terms carefully.

As a preliminary matter, we expect our customer service team—available through our Help Center at [playcre8te.com](https://playcre8te.com)—to be able to resolve most issues. However, in the unlikely event that a matter remains unresolved:

THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THESE TERMS ALSO LIMIT CERTAIN REMEDIES AND DAMAGES. PLEASE SEE SECTIONS 12 AND 14.

### 1. DESCRIPTION OF SERVICES; ACCEPTANCE OF TERMS

#### 1.1 Services Overview

PlayCre8te provides an online platform that enables independent content creators (“Creators”) to publish, distribute, and monetize digital content, experiences, communities, and related materials (“Creator Content”) through PlayCre8te-operated experiences, which may include web pages, branded sites, embeddable players, APIs, feeds, applications, and related technology (collectively, “Creator Experiences”).

The Creator Content, the Creator Experiences, our applications, websites, playback and viewing tools (the “Player”), and all other products, features, tools, materials, or services offered by PlayCre8te (including third-party branded services) are referred to collectively as the “Services.”

#### 1.2 Access Points

“Access Points” means, collectively, (i) [playcre8te.com](https://playcre8te.com) and any related PlayCre8te domains, (ii) PlayCre8te-operated or Creator-branded websites, (iii) mobile experiences and applications, (iv) third-party distribution partner sites or apps where the Services are made available, and (v) other websites where users or operators are permitted to embed or have otherwise licensed the Player.

#### 1.3 Acceptance

By accessing or using any Services through any Access Point (including visiting any site, using the Player, creating an account, purchasing a subscription, or viewing any content), you agree to be bound by these Terms and our Privacy Policy (available on the Services) which is incorporated by reference.

If you do not agree to these Terms, you may not access or use the Services.

#### 1.4 Fan Terms Only

These Terms apply to end users/fans (“Fans,” “you,” or “your”). Creators are governed by separate Creator terms. If there is a conflict, the applicable terms control for the applicable user type.

### 2. CHANGES TO THESE TERMS

We may modify these Terms from time to time to reflect changes in law, platform operations, pricing, features, risk controls, or security requirements.

If we make material changes, we will provide notice by posting the updated Terms on the Services and/or by other reasonable means. Material changes will become effective 30 days after posting, unless (i) you accept updated Terms earlier (e.g., by clicking “I agree”), or (ii) changes are required sooner for legal, security, or operational reasons.

Your continued use of the Services after the effective date of updated Terms constitutes acceptance.

### 3. ACCESS AND USE OF THE SERVICES

### 3.1 Age Requirements

The Services are intended for individuals 13 years of age or older. If you are under 13, you may not register or use the Services.

If you are at least 13 but under 18 (or the age of majority where you live), you may use the Services only with the consent and involvement of a parent or legal guardian who agrees to these Terms on your behalf.

### 3.2 Limited License

Subject to your compliance with these Terms, PlayCre8te grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services and view Creator Content for your personal, non-commercial use through the Player or approved viewing methods.

### 3.3 Creator Content Is Third-Party Content

Creators are independent third parties. Creator Content and Creator Experiences are created, owned, and controlled by Creators (or their licensors), not by PlayCre8te. PlayCre8te does not guarantee that any particular Creator, Creator Content, Creator Experience, library, title, feature, posting cadence, catalog size, or community feature will remain available.

### 3.4 Content Availability; Changes; Subjectivity

Content libraries and Creator Experiences may change at any time. You may encounter Content you find offensive, indecent, explicit, objectionable, or inaccurate. PlayCre8te does not endorse Creator Content and is not responsible for Creator Content except as required by law.

#### 3.4A Prohibited Adult and Sexually Explicit Content

PlayCre8te does not permit adult-only, pornographic, sexually explicit, or NSFW content that is intended primarily for sexual arousal. This includes, without limitation, explicit sexual acts, pornographic performances, and sexually obscene material.

PlayCre8te reserves the right, in its sole discretion, to remove, restrict, or disable access to any content that violates this policy, to suspend or terminate accounts associated with such content, and to take any other enforcement actions permitted under these Terms and applicable law.

### 3.5 Usage Rules; Restrictions

You may not, directly or indirectly:

- copy, record, reproduce, download, stream-capture, archive, distribute, upload, transmit, retransmit, publicly display, publicly perform, modify, create derivative works from, sell, or exploit Creator Content unless explicitly permitted by PlayCre8te or the applicable Creator in writing (and consistent with these Terms);
- remove, alter, bypass, avoid, interfere with, or circumvent any copyright notices, trademarks, proprietary notices, DRM, geo-filtering, paywalls, access controls, or security features;
- reverse engineer or attempt to extract source code, algorithms, or underlying mechanisms of the Services;
- use any automated systems (bots, scrapers, crawlers, spiders) to access the Services except for standard search indexing on publicly accessible pages (without caching or archiving protected content);
- use the Services for any unlawful, infringing, harassing, abusive, fraudulent, or deceptive purpose;
- interfere with the normal operation of the Services or other users' enjoyment.

### 3.6 Player Restrictions

You may not modify, enhance, remove, interfere with, or alter any portion of the Player or any associated content protection, DRM, or access control measures, including disabling any advertising, notices, or required UI elements.

### 3.7 Compatible Devices

Use of the Services may require compatible devices, browsers, operating systems, or app versions. Compatibility may change over time.

### 3.8 Simultaneous Streams: Account Sharing

We may limit simultaneous streams, devices, sessions, or geographic usage patterns to protect security and prevent fraud. Sharing accounts outside your household or authorized use may result in restrictions or termination.

### 3.9 Internet and Data Usage

You are responsible for any costs associated with your internet service or mobile data usage. Streaming quality may vary based on bandwidth, device capabilities, location, and network conditions.

### 3.10 Platform Ownership

PlayCre8te owns and retains all rights in the Services, including the platform, software, workflows, templates, UI, Player, APIs, and related technology (collectively, "Platform Technology"). All rights not expressly granted are reserved.

### 3.11 Service Changes: Suspension; Discontinuation

We may modify, replace, suspend, or discontinue any part of the Services at any time. Content availability, Access Points, features, and device support may change. PlayCre8te is not liable for modifications or discontinuations, except where required by law.

### 3.12 Customer Support

Customer support is available via [playcre8te.com/help](https://playcre8te.com/help). If support guidance conflicts with these Terms, these Terms control.

## 4. PURCHASES, SUBSCRIPTIONS, RENTALS, BILLING, AND CANCELLATION

### 4.1 Monetization Models

Depending on the Creator Experience, you may be able to access Creator Content through one or more models, including:

- subscriptions (weekly, monthly, annual, etc.);
- one-time purchases or "unlocks";
- time-limited rentals (e.g., 72-hour access);
- free or promotional access (where offered).

### 4.2 Billing Authorization

By providing a payment method (a "Payment Method"), you authorize PlayCre8te and its payment processors to charge your Payment Method for all charges you incur, including subscription fees, purchases, rentals, taxes, and applicable fees.

### 4.3 Auto-Renewal

Subscriptions generally auto-renew unless canceled before the renewal date. Renewal timing and pricing are shown at purchase or in your account settings.

### 4.4 Cancellation

You may cancel subscriptions via your account settings, the relevant Access Point, or (if billed through a third party like Apple/Google) through that third party. Cancellation typically becomes effective at the end of the current billing period unless otherwise required by law or disclosed at purchase.

### 4.5 No Guaranteed Library; No Guarantee of Ongoing Access to Specific Titles

Your subscription provides access to eligible content offered by a Creator during your paid period, subject to availability, rights, and platform enforcement. It does not guarantee access to any particular title, series, collection, posting schedule, or content quantity.

#### 4.6 Refunds; Credits; Chargebacks

All sales are final unless required by law or expressly stated at purchase. Because Creator Content is digital and may be accessed immediately, refunds are limited.

However, PlayCre8te may, in its sole discretion, issue refunds, credits, or adjustments to comply with law, payment network rules, processor requirements, or platform policies, or to mitigate fraud or abuse. The fact that we issue a refund or credit in one case does not obligate us to do so in the future.

**Chargebacks/Disputes:** If you initiate a chargeback or payment dispute, we may suspend or terminate access to the Services and/or your account while the dispute is pending. Excessive disputes or abusive behavior may result in permanent account termination.

#### 4.7 Failed Payments; Collections

If payments fail, we may retry charges and may suspend access until payment is resolved. You remain responsible for unpaid amounts and any collection costs to the extent permitted by law.

#### 4.8 Free Trials and Promotions

We may offer free trials or promotions. Unless stated otherwise, you will not receive notice that a trial is ending; you must cancel before the trial ends to avoid charges.

### 5. ACCOUNTS AND REGISTRATION

You are responsible for all activity under your account, including activity by anyone using your credentials. You must provide accurate, current information and keep your contact information updated.

You must safeguard your password and not share your account outside your permitted household/personal use. If you suspect unauthorized access, contact Support immediately.

We may suspend or terminate accounts for policy violations, fraud, security reasons, excessive chargebacks, abuse, or any other reason permitted by these Terms.

### 6. PRIVACY AND DATA

Your use of the Services is subject to our Privacy Policy, which explains how we collect, use, and share information. The Privacy Policy is incorporated by reference.

### 7. USER REVIEWS, COMMENTS, COMMUNITY POSTS, AND OTHER MATERIALS

#### 7.1 Your User Content

The Services may allow you to post comments, reviews, messages, reactions, images, or other materials ("User Content"). You agree not to post User Content that:

- is unlawful, infringing, defamatory, obscene, pornographic, sexually explicit, harassing, hateful, discriminatory, violent, or threatening;
- violates privacy, publicity, or contractual rights;
- includes personal data of others without permission;
- is fraudulent, misleading, or impersonates another person;
- promotes illegal activity or prohibited goods/services;

- contains malware, spam, or automated posting.

## 7.2 License to PlayCre8te

By submitting User Content, you grant PlayCre8te a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, display, perform, distribute, modify (for formatting/technical reasons), and otherwise use your User Content as necessary to operate, improve, and promote the Services.

## 7.3 Enforcement; Removal

We may remove or restrict User Content at any time for any reason, including to enforce these Terms, comply with law, or protect users, Creators, and the platform. We have no obligation to monitor User Content but may do so.

## 8. THIRD-PARTY LINKS, DESTINATIONS, AND ADVERTISING

The Services may contain links to third-party websites, services, or advertisements. We do not control and are not responsible for third-party content, privacy practices, or transactions. Your interactions are between you and the third party.

## 9. TRADEMARKS AND INTELLECTUAL PROPERTY

PlayCre8te and associated logos, trademarks, and service marks are owned by PlayCre8te or its licensors. You may not use them without written permission.

Creators retain rights in their Creator Content (subject to the rights they grant PlayCre8te under Creator terms).

## 10. UNSOLICITED SUBMISSIONS

We do not accept unsolicited creative submissions (ideas, scripts, concepts, proposals). Any such submission may be deleted without review and without compensation.

## 11. SUSPENSION, TERMINATION, AND PLATFORM ENFORCEMENT

### 11.1 Suspension/Termination of Fan Accounts

We may suspend or terminate your access to the Services, in whole or in part, with or without notice, if we determine in good faith that:

- you violated these Terms or our policies;
- you engaged in fraud, abuse, harassment, or unlawful activity;
- you attempted to circumvent paywalls/DRM/access controls;
- you initiated excessive chargebacks/disputes;
- your activity poses security, legal, reputational, or operational risk.

### 11.2 Creator Enforcement; Creator Shutdowns

Creators may change, pause, or discontinue Creator Experiences. PlayCre8te may also remove or restrict Creator Content or Creator Experiences to comply with law, payment provider rules, app store requirements, or platform safety policies.

If a Creator Experience is discontinued, PlayCre8te may (but is not required to) provide notice, refunds, credits, or other remedies if we determine it appropriate or required by law.

### 11.3 No Circumvention

If your account is terminated, you may not create new accounts to bypass restrictions.

## 12. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES (INCLUDING ALL CREATOR CONTENT, CREATOR EXPERIENCES, THE PLAYER, AND PLATFORM TECHNOLOGY) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR SECURITY.

PLAYCRE8TE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CREATOR CONTENT WILL BE AVAILABLE, COMPLETE, OR SUITABLE FOR YOUR PURPOSES.

### 13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLAYCRE8TE AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR CREATOR CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLAYCRE8TE'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO PLAYCRE8TE FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) \$50.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS; IN SUCH CASES, LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless PlayCre8te and its affiliates, and their officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- your use of the Services;
- your violation of these Terms;
- your User Content;
- your infringement or violation of any third-party rights;
- your disputes with Creators or other users.

PlayCre8te reserves the right to assume exclusive defense and control of any matter subject to indemnification, at our expense, and you agree to cooperate.

### 15. COPYRIGHT / DMCA NOTICE AND PROCEDURE

PlayCre8te respects intellectual property rights and expects users and Creators to do the same. If you believe content on the Services infringes your copyright, you may submit a notice to:

Designated Agent: [product@playcre8te.com](mailto:product@playcre8te.com)

Mail: PlayCre8te, LLC, 6801 Jefferson ST NE, STE150 PMB4125, Albuquerque, NM 87109

Your notice should include: (i) identification of the copyrighted work, (ii) identification of the allegedly infringing material and its location, (iii) your contact information, (iv) a statement of good-faith belief, and (v) a statement under penalty of perjury that the notice is accurate and you are authorized to act.

We may remove or disable access to content upon receipt of a compliant notice and may terminate repeat infringers.

### 16. ARBITRATION AGREEMENT; CLASS ACTION WAIVER

PLEASE READ CAREFULLY. THIS AFFECTS YOUR RIGHTS.

## 16.1 Informal Resolution First

Before initiating arbitration, you agree to contact us and attempt to resolve the dispute informally for at least 30 days. You must send your name, contact information, a description of the dispute, and your proposed resolution to:

PlayCre8te, LLC  
6801 Jefferson ST NE, STE150 PMB4125  
Albuquerque, NM 87109  
(or via Support channels where permitted)

## 16.2 Binding Arbitration

If the dispute is not resolved after 30 days, any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

## 16.3 Class Action Waiver

YOU AND PLAYCRE8TE AGREE TO ARBITRATE ONLY ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING.

## 16.4 Small Claims Exception

Either party may bring an individual claim in small claims court if it qualifies, as long as it remains individual.

## 16.5 Arbitration Location

Unless otherwise required by AAA rules or applicable law, arbitration will be conducted in Bernalillo County, New Mexico, except you may request a remote hearing or an alternative location if you can demonstrate that appearing in New Mexico would create an undue burden.

## 16.6 Survival

This arbitration agreement survives termination of your account and these Terms.

## 17. LIMITATION ON TIME TO BRING CLAIMS

To help resolve disputes efficiently, you agree that any claim arising out of or relating to these Terms or the Services must be brought within one (1) year after the claim arises, otherwise it is permanently barred, to the extent permitted by law.

## 18. GENERAL TERMS

### 18.1 International Use

The Services are operated from the United States and may not be available in all locations. Access from territories where the Services are illegal or not authorized is prohibited.

### 18.2 Export Controls

You agree to comply with all applicable export laws and regulations.

### 18.3 Governing Law; Venue

These Terms are governed by the laws of the State of New Mexico, without regard to conflict-of-law principles.

To the extent a dispute is permitted to be brought in court (e.g., to enforce an arbitration award), you agree to exclusive jurisdiction and venue in the state or federal courts located in Bernalillo County, New Mexico, unless applicable law provides otherwise.

#### 18.4 No Waiver

Our failure to enforce any provision is not a waiver. Any waiver must be in writing.

#### 18.5 Severability

If any provision is held unenforceable, the remainder remains in effect.

#### 18.6 Entire Agreement

These Terms, together with the Privacy Policy and any supplemental terms presented at purchase or within a specific Creator Experience, constitute the entire agreement between you and PlayCre8te regarding your use of the Services.

#### 18.7 Electronic Communications

You consent to receive communications electronically (email, in-app messages, notices on the Services). Such communications satisfy legal notice requirements.

#### CONTACTING PLAYCRE8TE

Support / Help Center: [playcre8te.com/help](https://playcre8te.com/help)

Email: [product@playcre8te.com](mailto:product@playcre8te.com)

Mail: 6801 Jefferson ST NE, STE150 PMB4125, Albuquerque, NM 87109