

This Terms of Service and Privacy Policy is effective starting 5 February 2025. Prior to this date, effective Terms of Service and Privacy Policy are available at: <https://static.herohero.co/docs/legal/terms-2024-10-26-en.pdf>

Terms of Service

1. Terms of Service

1.1. Welcome to Herohero! These Terms of Service (this “**Agreement**” or “**Terms**”) is an agreement between you (“**you**”) and Herohero s.r.o., ID Number: 096 44 156, with registered seat at Spálená 110/53, Nové Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by Municipal Court in Prague, Section C, File 378090 (“**Herohero CZ**”), or Herohero, Inc. a Delaware corporation (“**Herohero US**”) (Herohero CZ and/or Herohero US both separately and jointly as “**Herohero**”, “**we**,” or “**us**”) and our affiliates. Herohero is a membership platform that enables creators to be paid by their fans. You must read, agree to, acknowledge, and accept all of the terms and conditions contained in this Agreement in order to use our website and all affiliated websites, including mobile websites, owned and operated by us, our predecessors or successors in interest, or our affiliates (collectively, the “**Platform**”), all services, applications, software, features and products that are accessible through our Platform that link to or reference this Agreement (together with the Platform, the “**Services**”) whether provided by us or our affiliates. The materials contained in this Platform are protected by applicable copyright and trademark law. Your use of the Service is subject to the terms of this Agreement, which may be updated from time to time. Your Agreement with us will also include the Privacy Policy available [here](#). Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement or do not accept any part of it, then you may not use the Service.

- 1.2. By using Herohero you agree to these Terms and to the other policies we post. Please read them carefully and let us know if you have any questions. For information about our data practices, please see our Privacy Policy, including our Cookie Policy. We can collect and use your information in accordance with those policies.
- 1.3. Some of the articles in these Terms have a summary in the beginning of the article called "TLDR". These summaries are not legally binding, get to know all your rights and obligations arising from these Terms by reading these Terms in full.
- 1.4. Users and public authorities can communicate with us via email at info@herohero.co. We do not use chatbots for communication.
- 1.5. If you are a creator located in the USA or a fan subscribing to a creator located in the USA, certain parts of the Terms of Service, Privacy Policy and Cookies Policy marked "US Terms" shall apply and Herohero US will contract with you. If you are a creator located anywhere else or a fan subscribing to such creator, certain parts of the Terms of Service, Privacy Policy and Cookies Policy marked "CZ Terms" shall apply and Herohero CZ will contract with you.
- 1.6. Specific parts of Terms of Service, Privacy Policy and Cookies Policy that only apply on Herohero US or Herohero CZ are visibly marked in the respective document.

2. Herohero Account

TLDR: To create an account you must be at least 13 years old. To support a creator you must be at least 18 years old or have your parent's written permission. You are responsible for your account.

- 2.1. When you create an account, you must provide us with accurate information, in good faith, and you agree to keep your information updated if it changes.
- 2.2. To create an account, you must be at least 13 years old. To join a creator's membership as a supporter you must be at least 18 years old or have your parent's

written permission. To provide membership as a creator you must be at least 18 years old or be emancipated by a court decision (or by a decision of other applicable public authority).

- 2.3. You are responsible for anything that occurs when anyone is signed into your account, as well as the security of the account. Please contact us immediately if you believe your account is compromised.

3. Abusive conduct

TLDR: Do not violate our policies or law, if you do, we may terminate your account or take other action against you.

- 3.1. You are responsible for all activity on your account. If you violate our policies we may terminate your account.
- 3.2. Don't do anything illegal, abusive towards others, or that abuses our site in a technical way. If you are a creator raising funds on Herohero, we may be held accountable for what you do with those funds. As a result, we also look at what you do with your membership in our platform.
- 3.3. Our policies cover most issues, but if you find a new and creative way to hurt Herohero or our community we may, at our sole discretion, take action to prevent it.
- 3.4. Views expressed by creators on Herohero do not represent Herohero's views.

4. Being a creator

A creator is someone who offers membership to supporters on Herohero. There are a lot of details here involving payments, fees, taxes and restrictions that you should read in full if you are a creator. To become a creator, you will need to provide a proof of identity to our payment processor Stripe and have your age verified by them.

5. Membership

To become a creator simply launch your page to start your membership. Memberships are for your most passionate fans. You're inviting them to be part of something exciting that gives them unique benefits they want, like additional access, merchandise, exclusivity, and engaging experiences. In exchange, supporters pay for monthly subscription or for bonus content.

6. Payments

TLDR: We help creators offer membership to supporters on a subscription or per creation basis. The membership payments are handled by payment processor Stripe.

- 6.1. As a creator, you make your membership available on Herohero, and we provide membership to your supporters on a subscription or per creation basis.
- 6.2. You expressly understand and agree that Herohero shall not be liable for any technical aspects of payments and monetary transactions that occur through your use of the Service. You expressly understand and agree that (i) all payments and monetary transactions are handled and (ii) the funds are held up until the pay-out by Stripe or any other payment processor we choose to work with in the future. You agree that Herohero shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Stripe. Herohero is responsible for any instructions it gives to Stripe or any other payment processor. However, Herohero is not responsible for the payment processor meeting any of its obligations.
- 6.3. We also handle payments issues such as fraud, chargebacks and resolution of payments disputes.
- 6.4. We try to provide timely access to your funds, but you may occasionally experience delays in accessing your funds. We may also block or hold payments for violations

of our policies or for compliance reasons, including collecting tax reporting information. When payments are delayed or blocked we try to communicate the reason to you promptly. If you have questions about a payments block, please reach out to us. In order to protect creators, we may block supporters' payments if we believe them to be fraudulent.

- 6.5. You must not process stolen credit cards, or unauthorized credit cards through Stripe for pledges on our Platform.
- 6.6. Sometimes activities like refunds can put your account balance into the negative. If your balance becomes negative then we reserve the right to recover those funds from future payments.
- 6.7. You may not solicit payments from supporters in other means, especially by posting your bank account information for direct deposits. Doing so is a severe violation of our terms.
- 6.8. If you wish to change the entity through which you offer memberships and operate your creator profile (e.g., from yourself as a self-employed individual to a company), you must submit a prior request via email to info@herohero.co. We will review your request for compliance with our Terms and operational capabilities. This change is also subject to approval by our payment processor, Stripe.

7. Payment and Pay-out Fees

TLDR: The fee is currently 10% of any pledge. You need to add a payment card to Stripe to be able to support a creator. Depending on your location some banks may charge you a foreign transaction fee.

- 7.1. There is currently only one payment and pay-out fee associated with the membership on Herohero that the creator will be charged by Herohero and that is 10% of any pledge from each supporter ("**Fee**"). The fee includes Stripe fee and

Herohero fee. Herohero fee is designed to cover file storage and our development to keep advancing the Herohero platform for its users.

- 7.2. If you are looking to support a creator you will need to add a payment card. When adding a payment card, your card information is stored by a payment processor, Stripe (stripe.com). However, as far as legally possible, Herohero reserves the right to change the payment processors it uses at any time and without notice to you. Herohero does not store any payment card information.
- 7.3. Depending on your supporters' locations, some banks may charge the supporter a foreign transaction fee for their membership subscription or creation membership. Herohero does not control this charge.
- 7.4. We reserve the right to change our fees and charge additional fees in the future for any type of transaction.
- 7.5. If a fan successfully requests a chargeback from a banking institution resulting in the refund of the subscription payment, in particular, if a fan's credit card is stolen or misused, Herohero will pay the chargeback fee to the banking institution and the Creator will refund the subscription amount to the fan. Herohero will not pay the chargeback fee and the Creator will not be obliged to refund the payment in case the banking institution does not accept the chargeback request and/or accepts our counter dispute.

8. Tax

TLDR: We collect and report what we are required to collect and report. We pay taxes we are required to pay, and the creators are obliged to pay taxes that they are required to pay.

- 8.1. We collect tax identification information and report this to tax authorities if we are legally required to do so. You are responsible for reporting any income or withholding taxes which may be due as a result of payments received.

- 8.2. For the purpose of electronically-supplied services, creators make a supply of those services through our Services to the supporters.
- 8.3. In jurisdictions where Herohero is required to collect transaction tax from supporters, pledges processed from supporters will reflect the amount pledged plus the applicable tax. Applicable tax will not be taken from a pledge, but rather will be charged in addition to the pledge. Once settled, the tax amount will be automatically deducted for remittance to the applicable taxing authority. A record of the transaction tax portion of the pledge will be available on your earnings details page.
- 8.4. As a creator on our site, it is your responsibility to determine what, if any, taxes apply to the pledges you receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority. These might include but are not limited to income tax and VAT on payments for electronically supplied services to supporters.

9. Restrictions

TLDR: We do not allow creations that violate our policies or law, if we believe that the creation is in breach of our policies or law, we may remove it at our discretion. We also do not allow any form of explicit or mature content or any type of content that is listed on the Prohibited and Restricted Businesses policy of Stripe and we delete such content immediately from our Platform. Fans under 18 years old need permission of their parents to join the creator's membership. Creators are obliged to keep supporter data safe. A creator's account is untransferable.

- 9.1. We don't allow creations and benefits that violate our policies or law. A summary of some of those rules is that we don't allow:
- Illegal creations or benefits.
 - Creations or benefits that are abusive towards other people.

- Creations or benefits that use others' intellectual property, unless you have written permission to use it or your use is protected by fair use.
- Benefits that involve raffles or prizes based on chance.
- Creations or benefits consisting of pornography and any other mature audience content depicting nudity, erotic or explicit sexual acts.
- Creations or benefits that are intended to promote or offer services such as prostitution, escorts, pay-per-view mature audience content depicting nudity or explicit sexual acts, sexual massages, and adult live chat features.
- Creations that include gratuitous violence.
- Creations or benefits that would cause a violation of Act No. 242/2022 Coll., on Video-Sharing Platform Services ("**Act on Video-Sharing Platform Services**") by being posted on the Platform.

If we reasonably believe that any creation or content uploaded on our Services by anyone is in breach of these Terms or may cause harm to Herohero, our supporters or creators, or third parties, we may remove or take down that creation or content at our discretion.

Furthermore, we strictly do not allow creations and benefits containing or consisting of any of the Prohibited and Restricted Businesses listed by our payment processor Stripe on their website (<https://stripe.com/en-gb-us/legal/restricted-businesses>), as amended from time to time. If we believe that any creation or content uploaded on our Services by anyone is in breach of this prohibition, we will (i) remove or take down that creation or content and (ii) suspend or terminate their account, both at our sole discretion.

9.2. We review content uploaded to Herohero regularly, and if we find content that we don't allow on the platform, we remove it and notify the creator of the removal. We do not use algorithms in our review, content is reviewed by members of our team at

their discretion. Our team's decision to remove content cannot be reversed in any way.

- 9.3. If you notify us that there is illegal content on Herohero, we will confirm the receipt of the notification and evaluate it as described above. Once we have taken action to moderate the content, we will inform you and the relevant creator of our decision and briefly explain the reasons behind it. We reserve the right not to process a notification that is incomprehensible or that does not make it clear what content it relates to.
- 9.4. If your fans include people under the age of 18, then please remind them that they need permission to join your membership, and those under the age of 13 cannot use Herohero. We are not required to allow any particular person or group of persons to be your supporter.
- 9.5. As a creator, you are also responsible for keeping supporter data safe.
- 9.6. An account is tied to your creative output and cannot be sold or transferred for use by another creator.

10. Being a supporter

TLDR: A supporter is someone who joins a creator's membership on Herohero. Depending on which membership type you choose, you will be charged either a set amount per month or per creation. You can cancel your membership subscription at any time.

- 10.1. To become a supporter simply create an account, complete the transaction via Stripe and join a creator's membership!
- 10.2. There are two types of membership:
 - Monthly membership subscription where you pay the creator per month and get access to all of the creators' creations that are published for members.

- Bonus content where you purchase one-time content from a creator for whom you already have an active monthly subscription. This content remains available to you even after your monthly subscription ends.

- 10.3. The timing and amount of each membership subscription depend on the type of membership agreement you enter into, and the creator you support. You can see the details as you join, as well as in the receipt sent to you after each successful payment. You can view all your active membership subscriptions and billing history on your membership page.
- 10.4. If you are a consumer and wish to become a supporter, you explicitly ask us and the creator to make the creator's content (i.e. digital content) available to you immediately upon entering into the membership agreement and joining the creator's membership together with immediate following payment of the creator's membership subscription/payment amount, agreeing that this will be done within the lawful consumer's withdrawal protection period. You also hereby acknowledge that in this case you will no longer have the right of withdrawal in respect of such digital content. In the event that this provision does not work for you, you cannot become a supporter.
- 10.5. Your monthly membership subscription will continue until terminated. You may cancel your monthly membership subscription payments at any time. Terminating or lowering the tier support of membership will go into effect in the subsequent (not current) payment term. Unless you cancel your membership before your payment term, you authorize us to charge the membership fee for the subsequent payment term to your payment card via our payment processor.
- 10.6. For monthly payments, cancelling your support may result in your loss of access to a creator's supporter-only posts and benefits. These include when you cancel your membership subscription, your payment method fails, the creator blocks you, or the creator deletes their account. We are not required to allow you to be a supporter of any particular creator.

- 10.7. You can purchase vouchers for monthly subscriptions from a particular creator and gift them to someone. The voucher can be redeemed at any time and has no expiry date. When you buy a voucher for a specific number of months of a creator's subscription, the duration of the voucher remains fixed, regardless of any potential increase in the monthly subscription price. The duration of the voucher cannot be interrupted, so it must be used for its full duration at once.
- 10.8. Creators' memberships vary and we have limited control over the quality and specific offerings. We attempt to screen for fraudulent creator pages, but cannot guarantee the identity of creators or the validity of any claims they make. We appreciate your help reporting suspicious creator pages so we can keep Herohero safe.
- 10.9. If you are located in the jurisdiction in which Herohero is required to charge and collect tax (e.g. VAT or sales tax), then this tax is added to the total charge. Except in limited circumstances, this tax is shown when you set up the initial membership subscription/payment. Herohero remits all tax collected to the applicable taxing authority. As tax is largely dependent on your location, you are responsible for keeping your address complete and up to date.
- 10.10. Depending on your location, some banks may charge you a foreign transaction fee for your membership subscription/payment. Herohero does not control this charge. Please contact your bank for more information.
- 10.11. Do not try to repeat anything from the creators' creations on our Platform. In some cases, the creators might be trained specialists and for anybody else, the activity performed in the creation could be too dangerous. Herohero is not responsible for any attempt to repeat anything you see on our Platform.
- 10.12. Herohero is not responsible for your mobile data usage (or other means of connecting) while you use our Service, please keep in mind to check your data usage if you do not wish to exceed your data allowance by your service provider.

11. Refunds

- 11.1. Our policy is No Refunds, though we will allow for some exceptions where refunds are granted in our sole discretion.
- 11.2. If we grant a refund, the amount shall be deducted from the creator's funds accumulated during the time period in question that are still at the payment processor and have not been paid-out to the creator yet. If the refund is made after the creator's funds have been paid-out for the time period, we will take care of the refund but may later proceed in accordance with clause 6.6 of these Terms.

12. Herohero's role

TLDR: We try to monitor pages and posts on Herohero and review reported pages to identify potential violations of these Terms, other policies or law. If you see any violation, please let us know!

- 12.1. We proactively look at some pages and posts on Herohero to make sure creators follow these Terms. We also investigate reports of potential violations. These investigations may take a while to resolve and may include looking at what is supported by funds received through Herohero.
- 12.2. In most situations, we will work with creators to resolve any potential violations and allow the creator to continue using Herohero. Terminating accounts is not an action we take lightly and is done in only the most extreme cases.
- 12.3. Herohero reserves the right to remove a creator or supporter from participating in memberships. Removal of the creator or supporter from participation in memberships will prohibit the creator from accepting new payments, and prohibit the supporter from making new payments, but will not result in the automatic removal of the creator or supporter from the Platform unless there is an independent basis for their removal from the Platform.
- 12.4. Please let us know if you see potential violations of these Terms.

- 12.5. We are constantly testing out new features with the goal of making Herohero better. We may add or remove features, and often test features with a random subset of our community. If we believe a feature is significantly different from these Terms, then we explain those differences in the test.
- 12.6. With your permission, we may give other websites or services the ability to verify information about your Herohero account or perform actions on your behalf. This permission is asked for when you connect your Herohero account to these other websites or services. You can learn more in our Privacy Policy.
- 12.7. We allow you to access an overview of popular creators on the Platform. Creators listed in the popular creators section are selected by Herohero team and sorted in random order.

13. Deleting an Account

TLDR: If you would like to, you may delete your account. We can terminate or disable your account at our discretion.

- 13.1. You can permanently delete your account by accessing your profile settings.
- 13.2. We can terminate or suspend your account at any time at our discretion. We can also cancel any membership subscriptions and remove any descriptions, posts or benefits at our discretion.
- 13.3. These Terms remain in effect even if you no longer have an account.

14. Creations

TLDR: You permit us to use your creations on Herohero, but you keep complete ownership of them. Make sure you have the right to use creations that you offer on Herohero.

- 14.1. You keep full ownership of all creations that you offer on Herohero, but we need licenses from you to operate Herohero effectively.

- 14.2. By posting creations on Herohero you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display or prepare derivative works of your creation. The purpose of this license is strictly limited to allow us to provide and promote memberships to your supporters. We will never try to steal your creations or use them in an exploitative way.
- 14.3. You may not post creations that infringe others' intellectual property or proprietary rights.
- 14.4. You are also responsible for all content created or provided by you on our Platform. You understand and acknowledge that you are responsible for any content you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 14.5. Supporters may not use creations posted by creators in any way not authorized by the creator.

15. Third-party apps

TLDR: To get the most out of our Platform you may grant Herohero permission to access third-party apps. You may also grant third-party apps access to your Herohero account. You may revoke these permissions at any time.

- 15.1. You may grant Herohero access to your third-party accounts, such as Google, YouTube, Facebook, Instagram, Twitter, and Twitch, in order for some Herohero features to operate. Each time you connect your third-party account, that third-party account will present a page that describes the information that Herohero can access.
- 15.2. To ensure smooth user experience, we keep working on Herohero's integration with other apps. You may thus authorize certain third-party apps to access your Herohero data. In doing so, you instruct us to grant the third-party app access to the

selected extent of your information. You may need to consent to the third-party app's specific terms of use. Our privacy policy applies.

15.3. At any time, you can revoke Herohero's access to those accounts using the respective third party's security settings page.

16. Rules for Commercial Communications in Creator Content

16.1. Creators agree to comply with the rules for incorporating commercial communications into videos and other content as stipulated by the Act on Video-Sharing Platform Services, particularly section 7(7) in conjunction with sections 7(2) to (6). These rules are further elaborated in this article of the Terms. Commercial communication refers to audiovisual commercial communication, which is a sequence of images with or without sound intended for the direct or indirect promotion of goods or services of a person conducting economic activity, or their public image, and which accompanies or is included in a video in exchange for payment, a similar consideration, or for the purpose of self-promotion. Commercial communication may take the form of advertising, sponsorship, or product placement ("**advertising**" or "**advertisements**").

16.2. Creators who upload video content containing advertising are required to declare this through the available functionality of the Platform. This obligation must be fulfilled at the time of uploading the video by checking the appropriate box or using any other method provided by the Platform. If the creator fails to do so during the upload, they must label the advertising later using the video editing options. Once the creator declares the presence of advertising, we will display a notification informing viewers of the presence of advertising. This notification will appear to all viewers when the video starts.

16.3. If we detect the presence of advertising by other means, we will display a notification informing viewers of the presence of advertising. If a creator fails to declare advertising in accordance with clause 16.2 of these Terms at the time of

video publication, we reserve the right to label the advertising in the video ourselves at any time or to delete unlabeled videos from the Platform without prior notice. In the case of repeated or serious violations of this obligation, we reserve the right to take any appropriate measures, including the permanent termination of the creator's account.

16.4. Creators may not include advertisements in their videos or other content that:

- are not easily recognizable and constitute hidden commercial communication,
- use subliminal techniques,
- undermine human dignity,
- contain or promote discrimination based on gender, race, ethnic origin, nationality, religion or belief, disability, age, or sexual orientation,
- encourage behavior that endangers health or safety, or behavior that grossly threatens environmental protection.

16.5. Creators may not include any form of advertising in their videos or other content related to cigarettes, other tobacco products, electronic cigarettes, or refill cartridges for such devices.

16.6. Creators may not include advertisements for alcoholic beverages in their videos or other content that specifically target minors or encourage excessive consumption of such beverages.

16.7. Creators may not include advertisements for medicinal products and treatment methods that are available in the Czech Republic only on prescription.

16.8. Creators may not include advertisements in their videos or other content that physically, mentally, or morally endanger minors by:

- directly encouraging minors to purchase or rent a product or service, exploiting their inexperience or gullibility,
- directly encouraging minors to persuade their parents or others to purchase the promoted goods or services,
- exploiting the special trust that minors have in parents, teachers, or other individuals, or
- unjustifiably depicting minors in dangerous situations.

16.9. Creators must ensure that advertisements in their videos are properly labeled and that their content fully complies with our Terms and generally applicable legal regulations.

16.10. To detect content uploaded by creators that may violate the rules set out in this article, we use automated tools powered by artificial intelligence. If a violation of these rules is detected, we will take measures appropriate to the severity and nature of the violation, such as labeling the content, restricting its availability, or removing it. In the case of serious or repeated violations, we reserve the right to permanently terminate the creator's account on the Platform.

17. Protection of Minors

17.1. Creators are required to label their content as content that may be unsuitable for children and adolescents if it could impair the physical, mental, or moral development of minors.

17.2. If a creator produces exclusively or predominantly content that may be unsuitable for children and adolescents, they are required to inform us of this fact. In such cases, we will label the creator as producing content exclusively for adult users.

- 17.3. Users who wish to access content that may be unsuitable for children and adolescents are required to declare that they have reached the age of majority. This declaration must be made truthfully.
- 17.4. To detect content uploaded by creators that may be unsuitable for children and adolescents, and to verify that it is properly labeled, we use automated tools powered by artificial intelligence. If a violation of the rules set out in this article is detected, we will remove the content or restrict its availability. In cases of repeated violations, we reserve the right to take stricter measures, including permanently terminating the creator's account.
- 17.5. In accordance with clause 9.1. of these Terms, creators are prohibited from uploading content that includes pornography or gratuitous violence to the Platform. If we find that a creator has uploaded content including pornography or gratuitous violence, we will remove it immediately. In the case of serious or repeated violations, we reserve the right to permanently terminate the creator's account on the Platform.
- 17.6. We have prepared a guide for parents on how to restrict minors' access to inappropriate content on the internet. This guide includes steps for setting up parental controls on devices. More information can be found in Help Center.

18. Protection of the General Public

- 18.1. Creators are prohibited from uploading programs, videos, or advertisements to the Platform that:
- a) Incite violence or hatred against a group of people or an individual based on gender, race, skin color, ethnic or social origin, genetic traits, nationality, language, religion or belief, political or other opinion, membership in a national minority, property, birth, gender, disability, age, or sexual orientation.

- b) Include content whose distribution constitutes a criminal offense, in particular, public incitement to commit terrorist acts, crimes related to child pornography, and crimes associated with racism and xenophobia.

18.2. To detect content uploaded by creators that violates clause 18.1. of these Terms, we use automated tools powered by artificial intelligence. Any offending content will be removed without undue delay, and we will take any further appropriate steps, including permanently terminating the responsible creator's account and, if necessary, notifying the relevant authorities.

19. Reporting Content

19.1. The Platform has implemented mechanisms for reporting content. These mechanisms allow users to notify or flag content that violates our Terms or the Act on Video-Sharing Platform Services. Content can be reported via the email address associated with the user account to info@herohero.co.

19.2. Each content report will be reviewed without undue delay, but no later than 60 days from the date it is delivered to the above-mentioned email.

19.3. If, following the review of a report, we determine that the reported content violates these Terms or the Act on Video-Sharing Platform Services, we will take measures appropriate to the severity of the violation. These measures may include labeling the content, restricting its availability, removing the content, suspending the account, or permanently terminating it.

19.4. We will inform the user of the outcome of the review within 60 days of the content being reported.

19.5. In the event of repeated abuse of the reporting function, such as a user repeatedly reporting entirely compliant content, we reserve the right to suspend the reporting function for that user.

19.6. If a user disagrees with the way we have handled their notification or report related to our actions taken under Section 8 (3) (d) and (e) of the Act on Video-Sharing Platform Services, they may file a complaint via email to info@herohero.co. In the complaint, the user should at least:

- provide the reasons for their disagreement with the handling of the notification or report,
- submit any supporting documents they consider relevant for reviewing our original decision.

We will review the complaint without undue delay, but no later than 60 days from the date of its delivery. We will inform the user of the outcome of the review within the same time frame. If exceptional circumstances prevent us from resolving the complaint within this period, we may extend this period appropriately. In such cases, we will promptly inform the user of the extension and the reasons for it.

19.7. If the user is acting as a consumer and disagrees with the way we have resolved their complaint under clause 19.6., they may seek to resolve the dispute out of court in accordance with clause 24.4. of these Terms.

20. Herohero's creations

TLDR: We encourage you to use our intellectual property to promote your Herohero page, but do not use our intellectual property for anything else without permission.

20.1. Our creations are protected by copyright, trademark and trade secret laws. Some examples of our creations are the text on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrights or trademarks to promote your Herohero page.

20.2. You may not otherwise use, reproduce, distribute, perform, publicly display or prepare derivative works of our creations unless we give you permission in writing. Please ask if you have any questions.

20.3. You may not scrape, collect, process or in any other way use our data or any other content of the Platform unless we give you permission in writing.

21. Indemnity

TLDR: To the extent permitted by law, you indemnify us from all losses and liabilities, including legal fees, that arise from these Terms.

21.1. To the extent permitted by law, you will indemnify us from all losses and liabilities, including legal fees, that arise from these Terms or relate to your use of Herohero. We reserve the right to exclusive control over the defence of a claim covered by this clause. If we use this right then you will help us in our defence.

21.2. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents and third-party service providers.

22. Warranty disclaimer

TLDR: Herohero is provided "as is" and without any warranty.

22.1. Herohero is provided "as is" and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. We are not responsible for technical outages in our systems or third-party systems.

22.2. The disclaimers of warranty under this clause also apply to our subsidiaries, affiliates and third-party service providers.

22.3. You acknowledge and agree that Herohero shall not be responsible for any loss of data uploaded on the Platform. We strongly recommend you to regularly back up the data that you do not want to lose.

23. Limitation of liability

TLDR: To the extent permitted by law, we are released from liability. If you lose money as a result of using Herohero, any payment to you is limited to the amount of money we have earned through your use of Herohero.

23.1. To the extent permitted by law, we are not liable to you for any incidental, consequential or punitive damages arising out of these Terms, or your use or attempted use of Herohero. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Herohero in the past 12 months. We are specifically not liable for loss associated with unfulfilled benefits and from losses caused by conflicting contractual agreements.

23.2. For this clause “we” and “our” is defined to include our subsidiaries, affiliates, officers, directors, employees, agents and third-party service providers.

24. Dispute resolution and Governing law

TLDR: Please try to resolve any disputes with us amicably. CZTerms are governed by the laws of the Czech Republic and US Terms by the laws of State of New York. Disputes arising from these Terms shall be the exclusive jurisdiction of the competent courts of the Czech Republic.

24.1. We encourage you to contact us if you have an issue. If a dispute does arise out of these Terms or related to your use of Herohero, and it cannot be resolved after you talk with us, then it must be resolved by competent courts.

24.2. *CZ Terms:* These Terms shall be governed by and construed in accordance with the laws of the Czech Republic. These Terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

US Terms: These Terms shall be governed by and construed in accordance with the laws of the State of New York. These Terms will not limit any consumer protection

rights that you may be entitled to under the mandatory laws of your country of residence.

24.3. *CZ Terms*: All disputes arising from these Terms shall be the exclusive jurisdiction of the competent courts of the Czech Republic.

US Terms: All disputes arising from these Terms shall be the exclusive jurisdiction of the competent courts of the State of New York.

24.4. *CZ Terms*: For out-of-court settlement of consumer disputes arising from this Agreement, the competent authority is the Czech Trade Inspection Authority, registered at Štěpánská 567/15, 120 00 Prague 2, Company ID No.: 000 20 869, website: <https://www.coi.gov.cz/en/information-about-adr/>. It is also possible to use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr>.

24.5. *CZ Terms*: The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz/en/>, serves as the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on Consumer ODR).

25. Miscellaneous

TLDR: These Terms and other policies are the entire Agreement between you and us. We may sometimes make changes to these Terms and other policies, if we do so significantly, we will let you know!

25.1. These Terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements and don't create any partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and us. If any provision of these Terms is held to be unenforceable, then that provision is

modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these Terms, and all other provisions remain in force. If either party fails to enforce a right provided by these Terms, it does not waive the ability to enforce any rights in the future.

25.2. Specifically excluded from application to these Terms is the law known as the United Nations Convention on the International Sale of Goods.

25.3. We may sometimes make changes to these Terms and other policies. If we make material changes that adversely affect your rights, then we will let you know before the changes come into effect. Continuing to use Herohero after a change means you accept the new terms or policies.

25.4. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

25.5. If you have any questions or concerns regarding these Terms or other policies, please contact us.

Privacy Policy

Welcome to Herohero!

Herohero is a platform where supporters can support and engage with creators. This Privacy Policy applies to supporters, creators, and all users of our platform, and is part of our Terms of Service.

Herohero is a global company. By using our platform, you agree that your personal information that you provide directly to us, or that we collect through your use of the platform, may be transferred to and stored in the Czech Republic and handled as described in this Policy.

Information You Provide Through Your Account

This is information that you provide to us through text fields, such as your name, payment information and benefits. The information we collect differs depending on if you make an account, become a supporter, or become a creator.

- First and Last Name
- E-mail address
- Username
- Password
- State and Country of Residence

You may also sign up using a Facebook or Google account. We will ask permission to access basic information from your Facebook or Google account, such as your name, e-mail, and profile picture. You can choose to stop sharing that information with us at

any time by going to Facebook or Google to remove Herohero's access to that account and your ability to log in.

You also have the option to add more information to your public profile, such as a location, social media links, and an about section, which we store along with any comments or messages you submit on Herohero.

Supporters

A supporter is someone who joins Herohero's membership platform to support a creator's membership content. As a supporter, you must provide your payment information to our payment processor Stripe. You can see the privacy policy for the payment processor on the Stripe site. At this time, Herohero does not receive your full card number. Payment processors provide us with a token that represents your account, your card's expiration date, card type and the last four digits of your card number. If you are required to provide your name and email address to the payment processor, then they also provide us with that information.

We collect and process information about the creators you support, the level at which you support them, what benefits you receive and how often you support them. As a supporter, if you select a benefit tier with a physical benefit, then you will provide your shipping information, including phone number, so the creator or Herohero can ship you the benefit, or provide updates related to the shipment.

Creators

A creator is someone who creates and provides content for their supporters through Herohero's membership platform. To become a creator, you must create a page that describes what you are creating and any benefits you are offering. To receive payouts, you have to create an account with our payment partner Stripe. We may also require your bank account information to process pay-outs. You must also provide us with additional information for tax purposes. Depending on your location you may have to fill out a form with some combination of your:

- First and Last Name
- Address
- Social Security Number or Employer Identification Number
- Country of citizenship
- Foreign tax identification number
- Date of birth
- Your non-profit registration number, if you are a non-profit business
- Bank account information for payouts
- Phone Number

Additional Information We Collect

Automatically Collected Information

We collect information automatically as you navigate the site or through our third-party analytics providers. We may store usage information such as the type of device you use to access Herohero, your operating system, browser type, IP address, and device ID, the pages you visit or request, links clicked, referring sites, user interactions and your search terms. We also derive your location from your self-disclosed country, your IP address, and from your payment card.

User Surveys

From time to time, we may solicit your participation in user surveys. We may ask you demographic information, including information related to your gender, ethnicity, race, age, sexual orientation, earnings, and accessibility to better understand and serve our user base which you may elect to share or not. We collect such information to ensure we provide fair and equal access to our services and to showcase creators to supporters for

greater discoverability. To the extent that you participate, we will store your survey responses.

Information Collected by Third Parties

Cookies

We use Cookies on our website that collect information to allow us and third parties to understand your use of Herohero.

Please see our Cookie Policy for more information on our use of cookies on Herohero.

Social Media Features and Widgets

We use social media features, including the Facebook Like button and widgets, such as the Share button or similar interactive mini-programs that run on Herohero. If you provide your social media information to us, we may use it to interact with you on these social networks. These features may collect your IP address and other personal data including which page you are visiting on our site and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on Herohero. Your interactions with these Features are governed by the privacy policy of the company providing it. For more information on the technologies used by these social networks, please refer to their specific privacy notices. We have provided links to the most used social networks below for easy reference:

- Facebook: <https://www.facebook.com/about/privacy/>
- Twitter: <https://twitter.com/privacy>
- YouTube: <https://policies.google.com/privacy>
- Instagram: <https://help.instagram.com/155833707900388>
- Tiktok: <https://www.tiktok.com/legal/page/eea/privacy-policy/en>
- Twitch: <https://www.twitch.tv/p/legal/privacy-notice/>

How We Use Your Information

We process your information to:

- verify your identity to comply with EU, state, and international laws
- allow you to sign into your account
- allow you to support a creator's membership program on Herohero
- process membership payments and pay-outs
- send merchandise to your shipping address
- send you emails relevant to your usage, as controlled by your email preferences
- reply to your questions
- provide to you existing and enhanced services related to your Herohero account
- promote your Herohero account for greater discoverability
- spotlight and celebrate creators
- market Herohero products and services to you or to audiences similar to you based on your networks and common factors that others have with you, unless you opt-out, as controlled by your email preferences
- understand how you use the service, and create better tools for creators to serve supporters
- conduct research and development to improve Herohero and develop future products
- prevent fraud and abuse on Herohero

- provide you with reasonable accommodation, if you notify us of a disability

Information We Share with Creators

By becoming a supporter of a creator, you agree to have the following information shared with that creator:

- your name and email address, and other profile information you've provided
- any messages you send creators through Herohero
- your physical address, city, state, and country
- all information about your pledge, including amount and start date, but not your full payment card information
- some aggregated and anonymized data about how you use Herohero that cannot be linked back to you or any individual user

Information We Share with Third Parties

We never sell your information to third parties. We will only share data with third parties, other than with creators, under the following circumstances:

- with your consent, to creators' service providers, to deliver benefits, such as to ship packages to you. You should read these service providers' privacy policies to see how they use and share your data.
- with our service providers, who are companies that are contractually engaged with us to provide us with services, such as order fulfilment, email management, analysing data trends, credit card processing, multi-currency settlement solutions, increasing our brand awareness and user engagement with marketing initiatives, and fraud detection and prevention. These companies may have access to your data to perform their services and are obligated by contract to safeguard any of your data they receive from us to the same extent that Herohero protects it.

- to protect the security or integrity of Herohero, and to protect the rights, property, or safety of Herohero, its employees, users, or others, if we believe that disclosure is reasonably necessary to comply with a law, regulation, or other valid legal process (e.g., subpoenas or warrants served on Herohero). If we are going to release your data, we will do our best to provide you promptly with notice by email, unless we are prohibited by law from doing so.
- in connection with the sale, merger, bankruptcy, sale of assets or reorganization of our company. We will notify you if a different company receives your data. The promises in this privacy policy apply to any data transferred to a new entity.
- with third-party apps used by creators to help run their membership programs.
- with our partners, who may have access to your data to perform their services, and who are obligated by contract to safeguard any of your data they receive from us to the same extent that Herohero protects it.

In particular your personal data might be processed by following third parties:

- Mux – [Privacy Policy](#)
- Google Analytics – [Privacy Policy](#)
- Google Storage – [Privacy Policy](#)
- Spotify – [Privacy Policy](#)

We will also let you know who specifically processes your personal data based on your inquiry.

Information Herohero Collects from Third-Party Apps

When you create a Herohero account, you can elect to connect your social account(s) (e.g. Twitter, Facebook, Google, YouTube, Twitch) with Herohero, and we will collect and store some social information from those platforms, such as:

- follower or subscriber counts,
- post or upload counts,
- view, like, and comment counts.

This social information allows us to provide you a better Herohero experience and also helps guide future development of Herohero. We use this data to:

- help creators and supporters find each other on Herohero
- assess how to make creators more successful on Herohero
- analyse and describe our business

Information We Share with other Supporters

Lists of supporters, including their names and/or web handles are visible to the other supporters of the creator. The supporters of a given creator can contact each other freely.

Information We Share with the Public

The following information is publicly accessible:

- your profile, and your social media links and location if you add that information
- any posts, likes, or comments you make
- your aggregated or anonymized usage data in blog posts, press releases, or in other ways to share information about Herohero's usage. Aggregated or anonymized data cannot be linked back to any individual Herohero user.
- monthly pledge value and goals that creators choose to make public
- number of supporters

Your Preferences and Rights over Data

Choosing Your Preferences

Settings link lets you see your account preferences. You can see and adjust your settings by viewing your preferences and, if you wish, by changing your selections.

Marketing Activities

By agreeing to our Terms of Service, you expressly agree that Herohero may:

- provide you with information about your service, service enhancements, or new Herohero products, while you are on our web site or using our apps.
- send you messages regarding your existing service, or enhancements related to your existing service, when you are off our platform, via e-mail, or text, if you have signed up for a service or event notification that uses text messages.
- send you messages related to services we provide which are separate from your existing service via email, from which you may opt-out.
- market Herohero to you and audiences similar to you based on your networks and common factors that others have with you unless you opt-out.
- send you marketing emails or texts if you don't have a Herohero account but have consented to receive such messages, from which you may opt-out.
- ask for demographic information to spotlight and celebrate creators.
- promote your account for greater discoverability.
- ship physical items to you via mail as part of promotional activity.

Opting out of Marketing

You may object to the use of your data for marketing purposes at any time, free of charge, when we collect your personal information and in every marketing

communication. You may also object to the use of your data for marketing upon creation of your account or anytime thereafter, by opting out in your account settings.

Opting out will stop marketing emails. Please allow up to 30 days for your opt-out request to be processed. If you have an account with Herohero, you will continue to receive service-related emails, and texts, if you have opted into receiving texts. You will also continue to receive service-related shipments of benefits to the designated delivery address.

We will never sell your information to third parties for marketing purposes without your prior consent.

Accessing, Updating or Exporting the Information in Your Account

You can access and update certain information associated with your account on the settings pages. Additionally, you can delete your account in your account settings.

Deleting Your Account

You may self-initiate a deletion of your account directly in your account settings. Please be aware that this is a final act and cannot be reversed. If you would like to transport your data, please be sure to download your data first, before you delete your account.

Turning off Email Notifications

You can change your email notifications in your settings. While this allows you to stop any notification emails, we will still send some critical service emails.

Turning off Mobile Notifications

If you download the Herohero App you may also receive notifications on your mobile device. These can be disabled in the App settings.

Verification of Requests

Users maintain password-protected accounts with Herohero. If you submit a request to exercise your privacy rights, you will be asked to verify the request by logging into your Herohero account.

If we are unable to verify your request, then for your protection, we reserve the right to deny the request.

Compliance with EU Privacy Laws and Data Transfers

Herohero is an international company that complies with the General Data Protection Regulation (GDPR). We act as Data Controllers, as defined under the GDPR, and process personal data based on our legitimate interests, and for contractual necessity in providing you the Service as described in "How We Use Your Information." We also process and share personal information based on notification and users' consent, which our users may revoke at any time.

Contractual Protections Covering Transfers

Where appropriate, Herohero transfers of personal data of individuals in the European Union (including EFTA States) and the United Kingdom outside of those locations are performed based on contractual obligations placed on the recipient of the personal data.

Data Privacy Framework and Principles

Under certain circumstances, we may be liable for the transfer of personal data from the EU, EFTA States, or the United Kingdom to third parties outside the EU, EFTA States, and the United Kingdom. If you have a dispute with us about our Data Privacy Framework compliance, we ask that you first submit any such complaints directly to us at info@herohero.co.

US Terms only: If you aren't satisfied with our response, you may contact JAMS – the US-based independent alternative dispute resolution provider responsible for reviewing

and resolving complaints about our Data Privacy Framework compliance free of charge to you – via <https://www.jamsadr.com/DPF-Dispute-Resolution>.

US Terms Only: California Privacy Laws

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal identifiable information to third parties for their direct marketing purposes. Moreover, you have the right to restrict the sharing of your personal identifiable information and with our affiliates (companies we own or control) and outside companies with whom we do business.

We are aware of your rights afforded to California residents under the California Consumer Privacy Act (“**CCPA**”). Even though the CCPA does not apply to us now, we are ready to protect your personal identifiable information and give you an option to exercise your right under CCPA once it becomes applicable.

To contact us with questions about our rights under California privacy laws, email us at info@herohero.co.

Exercising Your Data Rights

Users in certain locations may have certain rights under the General Data Protection Regulation (GDPR) regarding data that Herohero controls as a Data Controller as defined under the GDPR, including:

- the right of access to their personal data;
- the right to correct or rectify any inaccurate personal data;
- the right to restrict or oppose the processing of personal data;
- the right to erase or delete their personal data;
- the right to personal data portability; and
- the right to opt-out of the sale of personal information.

You can exercise rights over your data on Herohero in the following ways:

- accessing, reviewing, modifying, and updating your data in your account settings.
- viewing our privacy policy.
- deleting a previously-disabled account by e-mailing Herohero.
- opting out of marketing in your account settings.
- If you are unable to log into your account, and are unable to recover your account with a password reset in order to lodge your privacy request, then you may reach out to us. We reserve the right to decline your access to or recovery of your account, at our discretion, to prevent an unauthorized takeover of your account.

Execution of the Right to Erasure or Deletion of Personal Data

You have the right to request that we delete or erase your personal data under the GDPR mainly if:

- you have withdrawn your consent to the processing of your personal data and the processing of your data is based on your consent.
- your personal data is no longer necessary for the purposes for which it was collected or processed.
- you have objected to the processing of your personal data.
- the personal data have been unlawfully processed.

If there are no legal grounds for refusing erasure or deletion, we are obliged to comply with your request. You can request the erasure or deletion of your personal data by emailing us at info@herohero.co.

Contacting Us

If you have privacy concerns or questions, you can contact us via email at info@herohero.co.

Prohibition against Discrimination

We do not discriminate against users who exercise their privacy rights.

Our Data Retention Period

We retain your account information for ten years after your account is last active, unless you delete, or you request us to delete, your account. We may continue to retain some information, even after you delete your account if we are required to do so in order to comply with various laws.

Security

The security of your personal information is important to us and we follow industry standards to protect it.

Children

Herohero is not directed at children under the age of 13, and children may not create an account or otherwise use Herohero. You must also be old enough to consent to the processing of your personal data in your country (in some countries we may allow your parent or legal guardian to do so on your behalf). You must be at least 18 years old or have your parent's or legal guardian's permission to have a creator page on Herohero or to subscribe to a creator.

Changes

We may unilaterally make changes to this policy at any time to a reasonable extent. We will notify you of any changes to this policy by email, at least 15 days in advance.

Continuing to use Herohero after a change to this policy means you accept the new policy. If you have any questions, please email us.

Cookie Policy

Cookies are not used to identify you personally and are not used for any purpose other than those described here.

Security and Authentication:

Some cookie and similar technology functions are necessary and vital to ensuring that Herohero works properly for visitors and members, such as maintaining the security, safety, and integrity on Herohero, authentication and logging in (including remembering permissions and consents you have granted), and ensuring the ability to securely complete transactions.

Performance Analytics and Research:

Some technologies help provide performance data on how Herohero is functioning in order to make improvements to the platform. Data collected on site and app functionality and speed, how Herohero is used and detecting and gathering reporting on bugs helps improve Herohero and the services we offer.

Preferences and Localization:

Cookies enable your personalized views and settings. Some cookies help us provide localized experiences – for example, by making sure you see Herohero in your preferred language.

Social Networks and Marketing:

Some technologies help you to interact with social networks you are signed into while using Herohero, such as logging in with the social network and other features you employ with the social network, or that are allowed in the social network's privacy policy. These

may be set and controlled by the social networks, and your preferences with those social networks.

“Do-not-track” technologies

We do not respond to web browser “Do-Not-Track” signals.

How to manage cookies

You can control the use of cookies at the individual browser level. If you reject or delete cookies, our Services may no longer function as intended. Each browser provides different mechanisms for managing cookies. Look at your browser’s help menu to determine the best way to modify your browser’s cookie storage.

Changes to Cookie Policy

We periodically update this Cookie Policy to account for changed legal and operational circumstances, to describe new cookies and tracking technologies, and to describe how those changes affect our use of your information. If we are going to use information in a manner that is materially different from that stated at the time of collection or make any material changes in our privacy practices, we will notify you. We will post those changes through a prominent notice on our website.

This policy is part of Herohero’s Terms of Service and Privacy Policy.