Terms & Conditions

Last Updated: July 31st 2025

These Terms & Conditions (the “Terms”) constitute a legal agreement between you (“you,” “User,” or “Account Holder”) and Solutionize LTD (UK) and Solutionize LLC (US) (together, “Finsta,” “we,” “us,” “our,” or the “Company”). They govern your access to and use of the Finsta mobile apps, websites, and related services (collectively, the “Platform”).

By creating an account, accessing, or using any part of the Platform, you agree to be bound by these Terms and our incorporated policies (collectively, the “Standards”). If you do not agree, do not access or use the Platform.

> **Important: These Terms include provisions that (1) restrict off-platform interactions; (2) describe pre-screening of all uploaded content before publication (see Section 8); (3) set out our complaints and appeals processes, including a seven (7) business-day resolution SLA (see Section 12); (4) restrict liability and disclaim warranties (see Sections 18–20); and (5) address dispute resolution and governing law (see Section 24).**

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1. What Finsta Is

Finsta is a privacy-first, closed-ecosystem social platform that connects verified creators with consumers for premium one-on-one messaging, voice and video calls, and digital product sales (collectively, “Interactions”). All communications, transactions, and content remain within the Platform. We enforce strict age and identity verification for creators and, where applicable, consumers.

Key features: paid 1:1 messaging and calls, monetized digital products (images, audio, video, text), pay-to-unlock media with preview protection, and upcoming live streaming. We deploy comprehensive content moderation, consent tracking, and fraud prevention systems and comply with industry standards and card-brand requirements.

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2. Eligibility; Minors Prohibited

The Platform is for adults only. You must be at least 18 years old (and the age of majority in your jurisdiction) to access or use the Platform. We forbid under-18 access. If you believe a minor is using the Platform, report it immediately via admin@finsta-app.com or in-app reporting.

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3. Accounts & Security

- **You must register an account to use most features and provide accurate information (valid email and mobile number).**
- **Keep your credentials confidential. You are responsible for all activity on your account.**
- **Notify us promptly of any unauthorized use or security incident.**
- **We may suspend or terminate accounts for actual or suspected violations of these Terms, the Standards, payment-card rules, or applicable law.**

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4. Identity & Age Verification

We use trusted verification providers (e.g., Yoti, Ondato) and may require government-issued ID and biometric selfie checks:

- **Creators: verification is required before listing digital products containing adult content, engaging in private adult Interactions, or withdrawing funds.**
- **Consumers: verification may be required before viewing or purchasing 18+ content and where required by law (e.g., jurisdictional age-verification rules).**
- **You consent to our processing of verification data as described in our policies.**

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5. No Off-Platform Interactions

To protect users and comply with safety obligations, off-platform communications or transactions are prohibited. You must not exchange contact details or transact outside the Platform. Any such activity is at your own risk and may result in account action.

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6. Payments, Credits & Payouts

- **The Platform may use in-app credits/tokens (the "Credits"). Credits are not redeemable for cash and are non-transferable except as expressly allowed in-app.**
- **Prices, fees, and taxes are shown at checkout. All sales are final except where the law requires a refund or we decide otherwise at our discretion.**
- **We use third-party payment processors. You authorize us to charge your selected method for purchases, subscriptions, and fees.**
- **We employ fraud-prevention tools (e.g., device fingerprinting, velocity checks). Suspicious activity may lead to holds, reversals, or account action.**
- **Creators: payouts require successful verification and compliance with the Standards and applicable laws. We may withhold or forfeit funds obtained through violations or fraud.**

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7. Content Definitions & Ownership

Uploaded Content means any text, images, video, audio, or other material you upload, post, send, or otherwise make available on or through the Platform, including Digital Products and attachments in private chats.

- **You retain ownership of your Uploaded Content. By uploading, you grant Finsta a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, store, reproduce, transcode, analyze, display, perform, and otherwise process the Uploaded Content for Platform operation, safety, moderation, promotion of your listings within the Platform, and to comply with legal obligations.**
- **You represent and warrant that you own or control the rights to your Uploaded Content, it does not infringe others' rights, and all persons depicted are consenting adults with valid, recorded consent for the intended use and**

distribution on Finsta.

- **Where applicable (e.g., U.S. law), creators are responsible for complying with record‑keeping duties (e.g., 18 U.S.C. § 2257/2257A) and must provide documentation upon request.**
- **If you are a creator, see our [Creator Consent & Media License] for more information.**

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8. Pre‑Screening of All Uploaded Content (Before Publication)

To protect users and meet card‑brand/partner requirements, all Uploaded Content is reviewed before publication (i.e., before it is made viewable to any other user). "Publication" includes making content available to another user via chat, call preview/thumbnail, Digital Product listing or purchase, profile display, or any other viewing context.

8.1 Automated Review (Default for All Uploads)

- **On upload, content is scanned in real time using automated tools to detect prohibited or risky categories (e.g., nudity, CSAM indicators, non‑consensual content, violence, trafficking, hate, scams).**
- **Content that passes automated checks may publish immediately. Flagged content is held pending human review.**

8.2 Human Review (Flagged and High‑Risk)

- **Trained moderators review all flagged uploads and all high‑risk categories (e.g., 18+ media, suspected consent issues, first‑time uploads by new creators, geo‑risk markets, or where law/partner rules require manual approval).**
- **Moderators assess compliance with the Standards and applicable law, including consent/age verification signals and prior trust‑and‑safety history.**

8.3 Private Messages & Attachments

- **Media sent in private chats is subject to pre‑publication automated scanning. If flagged, the message or attachment may be delayed, blocked, or routed to human**

review before the recipient can view it.

8.4 Digital Products & Publicly Discoverable Elements

- **Digital Product listings (titles, thumbnails, media) and any publicly discoverable elements (e.g., profile images/banners) are pre-screened. Nudity and 18+ material are blur-gated until purchase and age eligibility is verified.**

8.5 Live Streaming (When Available)

- **Live streams use pre-start checks and real-time monitoring (automated + human). Violations may result in immediate pause or termination of streams. Temporary archives may be retained for review and appeals.**

8.6 Right to Delay or Withhold Publication

- **We may delay, deny, or remove any content, in whole or part, at our discretion to protect user safety, meet legal or partner requirements, or enforce the Standards.**

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9. Content Standards (Summary)

Uploaded Content and Interactions must not:

- **Involve minors; depict or sexualize minors; or request, solicit, or imply under-age content.**
- **Be illegal, exploitative, or non-consensual (including NCII, trafficking, threats, doxxing, or fraud).**
- **Depict extreme or prohibited acts (e.g., sexual violence, bestiality, necrophilia), or otherwise violate applicable obscenity/decency laws.**
- **Infringe intellectual property or publicity/privacy rights.**
- **Contain hate speech, harassment, or incitement to violence.**
- **Circumvent Platform safety measures, record or redistribute content in violation of these Terms, or encourage off-platform transactions.**

10. Consent, Releases & Model Verification

Creators must:

- **Obtain written, informed consent from all persons depicted for the specific uses on Finsta (capture, upload, distribution to purchasers/recipients, and any permitted promotional display within the Platform).**
- **Maintain age/ID records and provide them to Finsta on request.**
- **Honor withdrawals of consent where required by law and promptly assist with takedown requests.**

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11. Monitoring, Enforcement & Safety Actions

We may, at any time and without notice:

- **Moderate, review, approve, restrict, or remove any Uploaded Content or feature access.**
- **Suspend, limit, or terminate accounts and access.**
- **Withhold or forfeit earnings related to violations, fraud, or illegal content.**
- **Report suspected illegal activity to payment partners or law enforcement and preserve evidence.**

We do not assume a duty to monitor all activity but do so as needed to enforce these Terms and comply with law/partner rules.

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12. Complaints & Appeals

In line with our Complaints & Content Removal Policy (including Depicted-Person Appeals), we permit reporting of content that may be illegal or violates the Standards. Our Complaints & Content Removal Policy governs:

- How to report (in-app tools, web form, email, postal; optional CCBill complaint link).

- Service-level: we review and resolve complaints within seven (7) business days and notify parties of outcomes.

- Appeals: a fair process for both reporters and affected users; depicted-person appeals for consent disputes; and neutral-body resolution where required.

Contact points: In-app report, finsta-app.com/report, admin@finsta-app.com (general), +44 1904 500 751 (Whatsapp support). We may prioritize imminent harm (e.g., child safety) for immediate action.

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13. Privacy & Data Use

Our Privacy Policy explains how we collect, use, share, and retain data, including verification data, communications metadata, and moderation artifacts. We may process and transfer data across borders and comply with lawful requests from authorities.

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14. Intellectual Property; Platform License

The Platform, software, interfaces, and branding are owned by Finsta and our licensors and are protected by intellectual-property laws. We grant you a limited, revocable, non-transferable license to access and use the Platform for lawful, personal purposes in accordance with these Terms.

You must not copy, modify, distribute, reverse engineer, or create derivative works of the Platform or remove proprietary notices.

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15. Prohibited Uses (Examples)

You must not use the Platform to:

- Violate any law or the Standards; exploit or harm any person.

- Send spam or unsolicited promotions.
- Impersonate others or misrepresent affiliation.
- Interfere with Platform operation, security, or integrity; upload malware or attempt scraping.
- Record or rebroadcast Interactions without all required consents.

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16. Third‑Party Services & Links

The Platform may integrate third‑party services (e.g., payment processors, verification providers) or link to third‑party sites. We are not responsible for third‑party content, terms, or privacy practices.

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17. Changes to the Platform

We may modify, suspend, or discontinue features or content at any time. We are not liable for unavailability.

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18. Disclaimers

You use the Platform at your own risk. Except as required by law, the Platform and all content/services are provided “as is” and “as available,” without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, and non‑infringement. We do not guarantee uninterrupted or error‑free service, security, or that content will meet your expectations.

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19. Limitation of Liability

To the maximum extent permitted by law, Finsta and its affiliates, officers, employees, and partners will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenues, data, goodwill, or other intangible

losses, arising from or related to your use of the Platform, even if advised of the possibility. Our total liability for any claim will not exceed the greater of £200 / $250 or the amounts you paid to Finsta for the service giving rise to the claim in the three (3) months preceding the claim.

Some jurisdictions do not allow certain limitations; in those cases, the limitations apply to the fullest extent permitted by law.

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20. Indemnity

You agree to defend, indemnify, and hold harmless Finsta and its affiliates, officers, employees, and partners from any claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your Uploaded Content; (b) your Interactions; (c) your breach of these Terms or the Standards; (d) your violation of law or third‑party rights; or (e) your offline conduct related to Platform use.

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21. Termination

You may stop using the Platform at any time. We may suspend or terminate access immediately for violations, risk to users, fraud, non‑payment, legal requirements, or partner requests. Upon termination, licenses end and we may delete or retain data as permitted by law and our Privacy Policy.

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22. Changes to These Terms

We may update these Terms from time to time. Changes become effective on the "Last Updated" date above. We will provide notice of material changes in‑app or by email. If you continue to use the Platform after changes take effect, you accept the revised Terms.

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23. Notices & Contact

- **General & Safety: admin@finsta-app.com**
- **Abuse/CSAM (urgent): use in‑app report and email admin@finsta-app.com**

- **Web form:** **finsta-app.com/report**
- **Support (24/7 WhatsApp): +44 1904 500 751**
- **Postal:**
  - **Solutionize LTD (UK): 85 Great Portland Street, W1W 7LT, LONDON UK**
  - **Solutionize LLC (USA): 1111b South Governors Avenue Dover, DE 19904 US**
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Electronic communications satisfy any legal requirement that communications be in writing.