

BiSChat Host Agreement

The agreement between AIRSID LTD and the Hosts who deliver paid Sessions on BiSChat.

Draft. Items in [square brackets] will be completed after legal review. This agreement is not yet in force and cannot be accepted yet.

Version 1 · Current version

Version: [TO BE CONFIRMED] · Effective date: the date the Host accepts this Agreement under clause 32.

Parties

(1) AIRSID LTD, a private limited company incorporated in England and Wales with company number 16666058, whose registered office is at Office 12 Initial Business Centre, Wilson Business Park, Manchester, M40 8WN, United Kingdom, operating the BiSChat mobile application and website ("BiSChat", "we", "us"); and

(2) the person or entity identified in the Host's onboarding record and accepting this Agreement under clause 32 (the "Host", "you").

Recitals

(A) BiSChat operates a mobile application through which users communicate and through which BiSChat sells access to live and recorded sessions, classes, broadcasts and similar activities to its users.

(B) The Host is an independent professional or creator (for example a fitness trainer, cook, mechanic, teacher, entertainer or conversation host) who carries on business on its own account.

(C) BiSChat wishes to engage the Host, as an independent contractor, to create and deliver Sessions which BiSChat sells to Members in its own name, and the Host wishes to provide those Sessions in return for the Host Fee.

1. Definitions and interpretation

1.1 In this Agreement:

- "Account" means the Host's BiSChat user account with Host features enabled.
- "Applicable Law" means all laws, regulations and binding regulator guidance that apply to a Party or activity, including in the United Kingdom, Indonesia, Saudi Arabia and any country where the Host is established or Members are located.
- "Biscoin" means BiSChat's in-app virtual credit described in the BiSChat Terms of Service. Biscoin is a voucher usable only for BiSChat services. It is not money, e-money, currency or a financial instrument, and Members cannot redeem it for cash.
- "Community Guidelines" means the acceptable-use sections of the Terms of Service, the Safety & Child Safety Standards, the Copyright Policy and Annex D.
- "Confidential Information" has the meaning given in clause 16.
- "Content" means any material the Host (or anyone acting for the Host) uploads, streams, posts or makes available on the Platform, including Session streams and recordings, video, audio, images, text, chat messages, descriptions, names, logos and profile material.
- "Data Protection Laws" means the UK GDPR, the Data Protection Act 2018, PECR, Indonesian Law No. 27 of 2022 on Personal Data Protection (UU PDP), the Saudi Personal Data Protection Law (PDPL) and other Applicable Law on personal data.
- "Earning Event" means any of the following, when paid by a Member in Biscoin: (a) an entry fee to a Session; (b) a per-minute charge during a Session; and (c) a gift sent to the Host during or in connection with a Session. Earning Events exclude sales, transfers or auctions of PINs and other user-to-user sales, which are governed by the Terms of Service only and never create a Host Fee or any other cash payment (clause 6.4).
- "Gross Session Value" means the Biscoin value of all Earning Events for a Host in a period, after Member refunds and reversals.
- "High-Risk Session" means a Session involving strenuous physical activity, martial arts, heat or open flame, sharp tools, machinery, vehicles, electricity, gas or chemicals, or any activity regulated by Applicable Law (for example medical, legal or financial advice).
- "Hold Period" means 14 days after an Earning Event (clause 8.3).
- "Host Fee" means the fee BiSChat pays the Host for delivering Sessions, calculated under clause 8 and Annex A.
- "Intellectual Property Rights" means copyright, performers' rights, trade marks, design rights, database rights, image and personality rights where recognised by law, and similar rights anywhere in the world.

- "Member" means a BiSChat user who buys access to, joins or takes part in a Session.
 - "Net Coin Value" means the money value of one Biscoin for a Payment Month, calculated under clause 8.2.
 - "Net Session Receipts" means the Gross Session Value for a period multiplied by the Net Coin Value (clause 8.2).
 - "Payment Month" means a calendar month.
 - "Platform" means the BiSChat mobile applications, websites, APIs and related services.
 - "Promotional Biscoin" means Biscoin that BiSChat gives a Member free of charge, for example as a bonus, reward, compensation or promotion, for which BiSChat receives no payment.
 - "Self-Billing Agreement" means the agreement in Annex C.
 - "Session" means any live or recorded activity the Host delivers through the Platform that BiSChat sells to Members, including Club Live sessions, classes, workshops, broadcasts and one-to-one sessions.
 - "Transfer Costs" means all charges incurred in paying a Host Fee, including BiSChat's bank or payment-provider sending fee, intermediary and receiving-bank charges, and any currency conversion cost or exchange-rate difference.
 - "Tax" means all taxes, levies and duties, including VAT, Indonesian PPN (including PPN PMSE), Saudi VAT, income tax and withholding tax, with related interest and penalties.
- 1.2 Headings do not affect interpretation. "Including" means "including without limitation". "Writing" includes email and in-app notices.

1.3 This Agreement prevails over the BiSChat Terms of Service on any Host matter. The Host remains bound by the Terms of Service, Privacy Policy, Community Guidelines and Copyright Policy as a user.

2. Engagement and independent contractor status

2.1 Engagement. BiSChat engages the Host, on a non-exclusive basis, to create and deliver Sessions through the Platform, which BiSChat sells to Members under clause 7.

2.2 No exclusivity. The Host may offer its services through other platforms and channels. BiSChat may engage other Hosts offering similar Sessions.

2.3 Independent contractor. The Host acts in the course of its own business. Nothing in this Agreement creates employment, worker status, agency, partnership or joint venture. The Host:

- (a) decides the content and method of its Sessions, and whether, when and how often to hold them, within the categories and price ranges the Platform offers;
- (b) provides its own equipment, premises, materials and any insurance it needs;
- (c) may engage assistants or co-hosts at its own cost and responsibility, provided they comply with this Agreement;
- (d) is not entitled to salary, holiday pay, sick pay, pension or benefits from BiSChat; and
- (e) is solely responsible for its own income Tax, social security contributions (for example BPJS in Indonesia or GOSI in Saudi Arabia) and business registrations or licences.

[LAWYER: confirm that the price-range and category controls in (a) do not create an employment or worker relationship under UK law (including IR35) or Indonesian law.]

2.4 No authority. Neither Party may bind the other. The Host may say it hosts Sessions "on BiSChat" but must not describe itself as an employee or official representative of BiSChat.

2.5 Business capacity. The Host enters into this Agreement for the purposes of its trade, business or profession. Nothing in this Agreement removes mandatory protections of local law (clause 30.3).

3. Onboarding and verification

3.1 Eligibility. The Host must be at least 18 years old (or, for an entity, act through an authorised representative aged 18 or over), have legal capacity to contract, not be subject to sanctions (clause 26), and complete onboarding under Annex B.

3.2 Verification. Before Host features are activated, and at any time on reasonable request, the Host will provide accurate information and documents that BiSChat reasonably requires to verify its identity, age, country of residence, tax status and bank account, including a government ID, a bank account in the Host's own legal name (or the entity's name), and its tax number where it has one (for example NPWP in Indonesia or UTR or VAT number in the UK). BiSChat will check the Host's name against the UK sanctions list.

3.3 Qualifications and insurance. The Host warrants that it holds, and will maintain, all qualifications, licences, permits and insurance required by Applicable Law for the Sessions it offers. For High-Risk Sessions, the Host will (a) give BiSChat evidence of the relevant qualification or licence before the first such Session, and (b) hold public liability insurance covering its Sessions with a limit of at least [GBP 1,000,000 or local equivalent, TO BE

CONFIRMED], and show evidence on request. For all other Sessions BiSChat relies on the Host's warranty.

3.4 Updates. The Host will tell BiSChat within 14 days of any change to its onboarding information. BiSChat may pause Host features or Host Fee payments while information is missing or cannot be verified.

3.5 Approval. BiSChat may decline or delay an application acting reasonably and in good faith, including for safety, fraud, sanctions or legal reasons.

4. Sessions and Host obligations

4.1 Listing a Session. The Host will describe each Session accurately before BiSChat offers it for sale: subject, level, schedule, duration, what Members receive, and any materials, tools or ingredients Members need. The Host chooses the entry fee or per-minute rate within the ranges the Platform offers (Annex A, Part 2). BiSChat sets the final sale price shown to Members and may run promotions at its own cost without reducing the Host Fee.

4.2 Delivery. The Host will deliver each Session as described and scheduled, with reasonable care and skill, and in line with good practice for that activity. If the Host must cancel or reschedule, it will do so through the Platform as early as possible, so that BiSChat can inform and refund Members.

4.3 Age of Members. The BiSChat app is available from the minimum age in the Terms of Service, but Sessions are available only to users aged 18 or over. BiSChat checks a user's age before the user can buy or join a Session, using the same age-confirmation page as Buzz channels, on which the user enters a date of birth and declares that they are 18 or over. The Host must not target Sessions at children, and must report and remove anyone it knows or reasonably suspects is under 18.

4.4 Safety. For any Session involving physical activity, heat, sharp tools, machinery, chemicals, food or other risk of harm, the Host will:

- (a) show Members, before they take part, a clear safety notice suited to the activity (model notices in Annex D);
- (b) give safe instructions and alternatives suited to the audience, and never encourage dangerous practices;
- (c) state common allergens and food-safety points in food Sessions;
- (d) not provide services that require a licensed professional (for example medical, legal, financial or electrical installation advice) unless licensed to do so where the Member is

and Applicable Law permits remote delivery; and
(e) stop the Session, or tell a Member to stop, if someone appears to be at risk, and direct them to emergency services where needed.

4.5 No misleading claims. The Host must not make false, misleading or unsubstantiated claims (including health, weight-loss, income or outcome claims), and must comply with advertising and consumer rules in the UK, Indonesia and Saudi Arabia.

4.6 Conduct and moderation. The Host will comply with Applicable Law, the Community Guidelines and Annex D, moderate its Sessions and chats using the tools the Platform provides, and report safety incidents promptly.

4.7 Account security. The Host will keep its login credentials secure, will not share its Account, and is responsible for activity under it.

4.8 Cooperation. The Host will cooperate reasonably with BiSChat on Member complaints, refunds, safety reports, and regulator or law-enforcement requests.

5. BiSChat's obligations

5.1 BiSChat will: (a) provide the Platform with reasonable care and skill; (b) sell Sessions to Members and handle Member payments, refunds and complaints under clause 7; (c) show the Host, in the app or by a monthly statement, its Earning Events, refunds, Host Fee and payment status; (d) pay the Host Fee under clauses 8 and 9; and (e) operate reporting, moderation and appeal processes.

5.2 Platform changes. BiSChat may change Platform features. If a change materially reduces the Host's ability to deliver Sessions, BiSChat will give at least 30 days' notice where practicable, and the Host may terminate under clause 23.2.

5.3 No service levels. BiSChat does not commit to a specific uptime, but will use reasonable efforts to restore the Platform promptly. If a Session fails because of a Platform outage and the Host was present and ready to deliver it, BiSChat refunds Members and still pays the Host the Host Fee it would have earned on the entry fees refunded for that Session, using the Net Coin Value for that Payment Month.

6. Biscoin

6.1 Members buy Biscoin from BiSChat through the Apple App Store or Google Play in-app purchase systems, under the BiSChat Terms of Service. Biscoin can be used only for BiSChat services and cannot be redeemed for cash by Members.

6.2 The Host will not ask or encourage Members to pay for Sessions, gifts or related services outside the Platform, or direct them to any external payment link, website or account.

6.3 Bitcoin used to pay for an Earning Event becomes BiSChat's revenue when the Earning Event is completed (clause 7.3). The Host does not acquire any Bitcoin or any right to Bitcoin by reason of an Earning Event. The Host's only right is to the Host Fee under clause 8.

6.4 Bitcoin a user receives from selling, transferring or auctioning a PIN, or from any other user-to-user sale, can be used only for BiSChat services and can never be withdrawn, converted into cash or counted toward a Host Fee.

7. BiSChat as seller of Sessions

7.1 BiSChat is the seller. BiSChat sells access to Sessions, per-minute participation and gifts to Members in its own name and for its own account. The contract for each sale is between BiSChat and the Member. The Host is not a party to it and is not BiSChat's agent for it. BiSChat will tell Members, in its Terms of Service and at the point of sale, that Sessions are sold by AIRSID LTD and delivered by an independent Host.

7.2 Prices and terms. BiSChat sets the sale terms, refund rules and consumer information for Sessions, in line with the Terms of Service and Applicable Consumer Law, including the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Indonesian Consumer Protection Law No. 8 of 1999 and Saudi e-commerce rules. [LAWYER: wording for the cancellation-right exception for scheduled live Sessions.]

7.3 Completion. An Earning Event is completed: (a) for an entry fee, when the Session ends and the Member has not received a refund under clause 7.4; (b) for a per-minute charge, at the end of each charged minute; and (c) for a gift, when the gift is sent.

7.4 Refunds to Members. BiSChat decides and processes refunds to Members under its Refund Policy, including where:

(a) the Host cancels, does not show up, or ends a Session early without good reason;

(b) the Session was materially different from its description or was not delivered with reasonable care and skill;

(c) the Session breached the Community Guidelines or Applicable Law, or was removed after a confirmed copyright report;

(d) Apple, Google or another payment provider refunds or reverses the Member's purchase; or

(e) Applicable Law requires a refund.

Refunds reduce the Gross Session Value and the Host Fee under clause 8.4.

7.5 Complaints. BiSChat handles Member complaints about Sessions. The Host will respond to BiSChat's requests for information within [5] working days.

7.6 Hosting free Sessions. The Host may hold free Sessions. Free Sessions do not create a Host Fee unless they include gifts.

8. Host Fee

8.1 Rate. For delivering Sessions, BiSChat will pay the Host a Host Fee equal to 85% of the Net Session Receipts of the Host's completed Earning Events, as set out in Annex A. BiSChat retains the remaining 15%. The Host Fee is BiSChat's payment for the Host's services. It is not a share of Member payments, and BiSChat does not charge the Host any fee.

8.2 Net Coin Value. The Host Fee is based on the money BiSChat actually receives, not on the price Members pay:

(a) For each Payment Month, the Net Coin Value is the total amount BiSChat received or is due to receive for Biscoin purchased in that month (after the commission of Apple, Google or any other seller, and after any VAT, PPN, sales tax or other Tax deducted by them or payable by BiSChat on the sale), divided by the number of Biscoin credited to Members for those purchases.

(b) The Net Coin Value is calculated in USD to four decimal places and never exceeds USD 0.01 per Biscoin.

(c) Promotional Biscoin have a Net Coin Value of zero. Earning Events paid with Promotional Biscoin create no Host Fee, unless BiSChat tells the Host otherwise in writing before the Session.

(d) Net Session Receipts for a Payment Month = Gross Session Value (in Biscoin, Promotional Biscoin excluded) x Net Coin Value for that month.

(e) Each monthly statement shows the Net Coin Value used. The Host may ask BiSChat to explain how it was calculated under clause 9.8.

8.2A Rounding. Amounts are calculated to four decimal places and the Host Fee on each statement is rounded to the nearest US cent (half a cent rounds up).

8.3 Hold Period. A completed Earning Event counts toward the Host Fee only after a Hold Period of 14 days, to allow for Member refunds, reports and investigations.

8.4 Refunds after payment. If BiSChat refunds or loses a Member payment after the related Host Fee has been paid (for example a refund made by Apple or Google up to about 90 days later), BiSChat may deduct the corresponding Host Fee from later Host Fees. If no later Host Fee is due within [90] days, or after termination, the Host will repay that amount within 30 days of a written request. [TO BE CONFIRMED: whether BiSChat waives repayment below a small amount.]

8.5 Further holds. BiSChat may hold the Host Fee linked to a specific Earning Event, for as long as reasonably necessary, while it investigates suspected fraud, fake or self-funded gifts, a copyright report, a sanctions concern or a serious breach of this Agreement. BiSChat will tell the Host the reason unless the law or an investigation prevents it.

8.6 Nature of unpaid Host Fees. Host Fees not yet paid are a debt owed by BiSChat to the Host as a supplier. BiSChat does not hold any money on behalf of the Host or Members, on trust or otherwise. [LAWYER: confirm this wording keeps the arrangement outside payment-services and e-money rules.]

8.7 Earlier earnings. Biscoin a Host earned before accepting this Agreement (its "earned balance") will be paid to the Host under the withdrawal rules in force when they were earned, in the first payment cycle and in any case within 60 days after acceptance, to the Host's verified bank account. The earned balance is then closed. Only Earning Events after acceptance create Host Fees, and no new earned balance is kept for the Host. A user who does not accept this Agreement by [date, TO BE CONFIRMED] will be paid its earned balance in full under the same rules, after which its earned balance is closed.

9. Payment and self-billing

9.1 Monthly statement. Within [5] working days after the end of each Payment Month, BiSChat will make available to the Host a statement showing the completed Earning Events, refunds, deductions and the Host Fee for that month.

9.2 Payment date. BiSChat will pay the Host Fee for Earning Events completed in a Payment Month by the last working day of the following month.

9.3 Minimum payment. If the Host Fee for a month is below [USD 50] , it is carried forward to the next month. Any balance is paid on termination, whatever the amount.

9.4 Method and Transfer Costs. BiSChat pays by bank transfer, or through a mass-payout provider BiSChat chooses, to the verified bank account in the Host's own name. All Transfer Costs are borne by the Host and deducted from the Host Fee, and each

statement shows them. BiSChat will use reasonable efforts to keep Transfer Costs low. BiSChat does not pay to third-party accounts, cards or wallets.

9.5 Currency and exchange risk. Host Fees are calculated and paid in USD. Any conversion into the Host's local currency is made by the Host's own bank, at the Host's cost and risk. If BiSChat agrees, at the Host's request, to pay in another currency, the conversion is made at the rate actually applied by BiSChat's bank or payout provider on the payment date, and the converted amount and rate are shown on the statement. In every case the Host bears all exchange-rate movements and conversion costs, and BiSChat bears no exchange-rate risk.

9.6 Changes to bank details take effect only after BiSChat has verified them again. BiSChat may delay a payment until verification is complete.

9.7 Self-billing. BiSChat will issue a self-billed invoice for each payment, under the Self-Billing Agreement in Annex C, which the Host accepts by accepting this Agreement.

9.8 Statement disputes. The Host may dispute a statement within 30 days after it is made available, giving reasons. BiSChat will review and respond within [14] days, and correct the next payment if the dispute is upheld. Undisputed amounts are paid on time.

10. Tax [TAX ADVISER: review before the first payment]

10.1 Sales to Members. BiSChat is responsible for any VAT, PPN or other indirect Tax due on its sales of Sessions and Biscoin to Members.

10.2 Host Fee and VAT. The Host Fee is exclusive of VAT. If the Host is registered for VAT or an equivalent tax and Tax is due on its supply to BiSChat, BiSChat will add it to the self-billed invoice or apply the reverse charge, as Applicable Law requires.

10.3 Host's own taxes. The Host is solely responsible for income Tax, social security and any registrations on its Host Fees in its own country.

10.4 Withholding. If Applicable Law requires BiSChat to withhold Tax from a Host Fee, BiSChat will withhold it, pay it to the authority, and give the Host evidence of payment. [TAX ADVISER: confirm whether any withholding applies to payments from a UK company to Hosts in Indonesia or Saudi Arabia.]

10.5 Information. The Host will provide the tax information BiSChat reasonably requests and will indemnify BiSChat under clause 21.2 for Tax, interest and penalties caused by incorrect information.

11. Intellectual property

11.1 Host owns its Content. As between the Parties, the Host (or its licensors) owns all Intellectual Property Rights in its Content. Nothing in this Agreement transfers ownership to BiSChat.

11.2 Licence to sell and deliver. The Host grants BiSChat a non-exclusive, worldwide, royalty-free licence, for the Term, to host, store, reproduce, transcode, stream, transmit, display, perform and make available the Content, and to offer, sell and provide Sessions containing the Content to Members as seller under clause 7, including in discovery, search, listings and notifications. BiSChat may sub-license these rights only to service providers acting for it (for example hosting, streaming and chat providers). The Host Fee is full payment for this licence.

11.3 After termination. The licence ends when the Content is deleted or this Agreement ends, except for: (a) copies BiSChat must keep by law or for safety, moderation, dispute or audit purposes; (b) backup copies until overwritten in the normal cycle [35 days proposed]; (c) Content Members have already received; and (d) recordings of Sessions sold before termination, which Members may keep accessing for [the period stated at sale].

11.4 Recordings. [TO BE CONFIRMED: whether Sessions are recorded and stored, and for how long.] The Host will tell Members before recording and will not record Members' video or audio without the notice and lawful basis Data Protection Laws require.

11.5 Content warranties. The Host warrants that it owns or has all rights and consents needed for the Content, including recipes, choreography, third-party footage, trade marks, and the image and voice of anyone appearing in it, and that the Content does not infringe anyone's rights or breach Applicable Law.

11.6 Music. The Host may play music in Sessions only from the BiSChat music library, under the licence terms BiSChat provides. The Host must not play, upload or stream any other music.

11.7 BiSChat IP. BiSChat owns all rights in the Platform and the BiSChat brand. The Host may use the BiSChat name only to say it hosts Sessions on BiSChat, in line with BiSChat's brand guidelines.

11.8 Moral rights. The Host is not asked to waive moral rights, but consents to technical formatting and reasonable editing for length within clause 12 and Annex E.

12. Promotional licence (optional)

12.1 The Host may grant BiSChat a separate, optional licence to use its name, approved photos, likeness, voice, biography and short clips (up to [60] seconds) from public

Sessions to promote the Host's Sessions and BiSChat, in the media, territory and term the Host selects in Annex E. [TO BE CONFIRMED: opt-in (recommended).]

12.2 BiSChat will not use material from private or paid-only Sessions or showing any Member without written permission from everyone shown, will not edit material to change its meaning, and will let the Host review paid advertising before it runs.

12.3 The Host may withdraw this licence for future use at any time. BiSChat will stop new uses within 30 days and remove material from channels it controls within [30] days where reasonably practicable.

13. Content standards and safety

13.1 All Content and Sessions must comply with the Community Guidelines and Annex D.

13.2 Child safety: zero tolerance. Child sexual abuse or exploitation material, grooming and any sexualisation of minors (including AI-generated images) are strictly prohibited.

BiSChat will remove such content, permanently ban the Account without appeal, preserve evidence and report to the relevant authorities as Applicable Law requires. The Host must report any such content or behaviour immediately.

13.3 Moderation. Acting reasonably and proportionately, BiSChat may review Content and Sessions, remove or restrict Content, stop a Session, restrict features, hold Host Fees under clause 8.5, or suspend or terminate the Account where it reasonably believes there is a breach of this Agreement, the Community Guidelines or Applicable Law, or a risk to anyone.

13.4 Reasons and appeal. Unless the law or safety prevents it, BiSChat will tell the Host what it did and why. The Host may appeal within 14 days, and a human will review the appeal. Bans for child sexual exploitation are final.

14. Notice-and-takedown

14.1 BiSChat operates the notice-and-takedown procedure in its Terms of Service and Copyright Policy. If BiSChat receives a notice about the Host's Content, it may remove the Content while it reviews the notice, and will tell the Host unless prohibited. The Host may send a counter-notice with evidence within 14 days.

14.2 Repeat infringement may lead to strikes, refunds to Members, holding of related Host Fees, suspension or termination, as set out in the Copyright Policy.

15. Data protection

15.1 BiSChat is the controller of personal data processed to sell and deliver Sessions, including Member, transaction, Session and usage data, as described in the BiSChat Privacy Policy. Members are BiSChat's customers.

15.2 Host's use of Member data. The Host may use Member data shown in the Platform only to deliver Sessions, communicate with Members through the Platform, and help BiSChat with complaints and safety. The Host must not sell, export, copy or scrape Member data, contact Members outside the Platform for marketing, add them to external groups, or try to discover a Member's phone number or real identity where the Platform hides it. For this limited use the Host acts as BiSChat's processor, and the Data Processing Terms in Annex F apply.

15.3 Sensitive data. The Host will not ask Members for health, religious or other special-category data unless strictly necessary for safety, with explicit consent, and never in group chats.

15.4 Host's own data. BiSChat processes the Host's identity, tax and bank data to verify the Host, pay the Host Fee, meet tax and sanctions obligations and keep records, as described in the Privacy Policy. Identity documents are stored securely with restricted access and kept only as long as the law requires.

15.5 Security and breaches. Each Party will protect personal data with appropriate measures. The Host will notify BiSChat within 48 hours of any actual or suspected breach involving Member data or its Account.

15.6 International transfers will follow Data Protection Laws (UK IDTA or Addendum; UU PDP Article 56; PDPL transfer rules).

16. Confidentiality

16.1 Each Party will keep the other's non-public information (including Host Fee statements, Platform plans, security information and Member data) confidential, use it only for this Agreement, and disclose it only to personnel and advisers who need it and are bound by confidentiality, or where the law requires. This survives for 3 years after termination, and indefinitely for Member data.

17. No guarantee of Members or earnings

17.1 BiSChat does not guarantee any number of Members, Sessions sold, rankings, featuring or Host Fees. Examples are illustrations only.

18. Marketing conduct

18.1 The Host may promote its Sessions, including outside the Platform, provided it complies with marketing and consumer laws, does not send spam, discloses sponsorships, does not use fake reviews, followers or Members, does not fund gifts to itself, and does not make claims about BiSChat that BiSChat has not approved. Promotion outside the Platform must not offer a way to pay for BiSChat Sessions outside the Platform (clause 6.2).

19. Warranties and disclaimers

19.1 Each Party warrants that it has full power to enter into and perform this Agreement.

19.2 The Host also warrants that its onboarding information is true and current, that it complies with clauses 3.3, 4, 11.5 and 15, and that it is not subject to sanctions.

19.3 Except as stated in this Agreement, the Platform is provided "as is" and "as available", and BiSChat excludes all other warranties and implied terms to the fullest extent permitted by law.

20. Limitation of liability

20.1 Unlimited liability. Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, BiSChat's obligation to pay Host Fees due, the Host's repayment obligations under clause 8.4, the indemnities in clauses 21.1(a), 21.2(a) and 21.2(c), wilful misconduct, or any liability that cannot be limited by law.

20.2 Excluded losses. Subject to clause 20.1, neither Party is liable for loss of profits, revenue, business, goodwill or data, or for indirect or consequential loss.

20.3 Cap. Subject to clauses 20.1 and 20.2, each Party's total liability in any 12-month period is limited to the greater of (a) the Host Fees paid and payable to the Host in the 12 months before the event giving rise to the claim and (b) [GBP 500] . [LAWYER: confirm reasonableness under the Unfair Contract Terms Act 1977.]

20.4 Host liability for injury. The Host's liability under clause 21.2(b) is limited to the greater of (a) the amount recoverable under the insurance the Host must hold under clause 3.3, and (b) the Host Fees paid and payable to the Host in the 12 months before the event giving rise to the claim. This limit does not apply, and the Host's liability is unlimited, where the injury, loss or damage was caused deliberately, fraudulently, by wilful misconduct or gross negligence of the Host (or anyone acting for it), or in a High-Risk Session the Host delivered without the insurance clause 3.3 requires.

20.5 Host's own fault. BiSChat is not liable to the Host, any Member or any third party for any injury, loss or damage caused by the act, omission, negligence, wilful misconduct or

breach of the Host or anyone acting for it. The Host bears that liability and will indemnify BiSChat under clause 21.2(b), including legal costs, settlements and refunds to Members, subject only to the limit in clause 20.4 where that limit applies. Nothing in this clause excludes BiSChat's liability for death or personal injury caused by BiSChat's own negligence, which cannot be excluded by law.

21. Indemnities

21.1 By BiSChat. BiSChat will indemnify the Host against third-party claims that: (a) the Platform software itself infringes a third party's Intellectual Property Rights; or (b) result from BiSChat's breach of Data Protection Laws or consumer law in selling Sessions, except to the extent caused by the Host.

21.2 By the Host. The Host will indemnify BiSChat against third-party claims (including by Members or regulators) to the extent they result from: (a) the Host's Content infringing anyone's rights; (b) injury, loss or damage suffered by a Member or third party in connection with a Session, except to the extent caused by BiSChat's own negligence or breach, and subject to clauses 20.4 and 20.5; (c) the Host's breach of Data Protection Laws or clause 15; (d) the Host's misleading claims (clause 4.5); or (e) Tax caused by incorrect information the Host gave.

21.3 Conditions. The indemnified Party must notify the other promptly, let it conduct the defence (without settling in a way that admits fault for the indemnified Party without consent), cooperate reasonably and mitigate its loss.

22. Suspension

22.1 BiSChat may suspend all or part of the Host's access (for example new Sessions, Host Fee payments for affected Earning Events, or the Account), acting reasonably and proportionately, if it reasonably suspects a material breach, fraud or a risk to Members or others; if required by law, a court, a regulator, an app store or a bank; or if verification under clause 3 is incomplete.

22.2 BiSChat will give notice and reasons before or promptly after suspension unless the law or safety prevents it, and will lift it once the cause is resolved. The Host may appeal under clause 13.4.

23. Term and termination

23.1 This Agreement starts on acceptance and continues until terminated.

23.2 For convenience. The Host may terminate at any time through the Platform, after completing or cancelling its scheduled Sessions. BiSChat may terminate for convenience on at least 30 days' written notice.

23.3 For cause. Either Party may terminate immediately by written notice if the other commits a material breach that cannot be remedied or is not remedied within 14 days after notice, or becomes insolvent. BiSChat may also terminate immediately for fraud, for breach of clause 13.2, under clause 26, or where continuing would breach Applicable Law or app-store or banking requirements.

23.4 Effects. On termination: (a) scheduled Sessions are cancelled and Members refunded by BiSChat; (b) BiSChat pays all Host Fees due, after the Hold Period and any holds under clause 8.5, less deductions under clause 8.4, on the next regular payment date, whatever the amount; (c) licences end, subject to clauses 11.3 and 12.3; and (d) the Host may request an export of its own Content and statements for 30 days.

23.5 Survival. Clauses 1, 8.4 to 8.7, 9, 10, 11.3, 15, 16, 20, 21, 23.4, 23.5, 28 to 31 and Annex F, and accrued rights, survive termination.

24. Force majeure

24.1 Neither Party is liable for delay or failure (other than payment) caused by events beyond its reasonable control. If such an event prevents a material obligation for more than 30 consecutive days, either Party may terminate on written notice.

25. Changes to this Agreement

25.1 BiSChat may change this Agreement, including Annex A, on at least 30 days' written notice in the app and by email. Shorter notice may apply where the law, a regulator, an app store or a safety risk requires it. Changes do not apply to Earning Events completed before the change takes effect.

25.2 If the Host does not accept a change, it may terminate under clause 23.2 before the change takes effect. Continued hosting after the effective date means acceptance.

26. Anti-bribery, anti-money-laundering and sanctions

26.1 Each Party will comply with the UK Bribery Act 2010 and applicable anti-corruption laws.

26.2 The Host will not use the Platform to launder money, finance terrorism or handle proceeds of crime, including through self-funded or coordinated gifts.

26.3 Each Party warrants that neither it nor its owners or controllers is a target of UK or UN sanctions, or located in a comprehensively sanctioned country or territory. BiSChat may suspend or terminate, and withhold payment as the law requires, where performance would breach sanctions.

27. Assignment

27.1 The Host may not assign or subcontract this Agreement without BiSChat's prior written consent. BiSChat may assign it to an affiliate or successor on notice, provided the Host's rights are not materially reduced.

28. Notices

28.1 Notices to BiSChat go to [a functional address on the company domain, for example legal@bischat.com, TO BE CREATED; never a personal email address] with a copy by post to AIRSID LTD's registered office. Notices to the Host go to the email in its Account or by in-app notice.

29. General

29.1 This Agreement (with its Annexes) is the entire agreement on its subject and supersedes all earlier offers and messages, including any "0%" or percentage-commission offer and DRAFT v1. Nothing limits liability for fraud.

29.2 Invalid provisions are modified to the minimum extent needed; the rest remains in force. Delay in exercising a right is not a waiver. No third party may enforce this Agreement.

29.3 Language. This Agreement is drafted in English, which prevails to the extent the law allows. For Hosts established or resident in Indonesia, this Agreement is made in a bilingual English and Indonesian version (Law 24/2009, PR 63/2019), and BiSChat will not onboard such Hosts until that version is available. [LOCAL COUNSEL ID: confirm which language prevails in the bilingual version. LOCAL COUNSEL KSA: confirm whether an Arabic version is needed.]

30. Governing law

30.1 This Agreement and any dispute arising from it are governed by the law of England and Wales.

30.2 Each Party's processing of personal data remains subject to the Data Protection Laws that apply to it.

30.3 Nothing in this Agreement removes the Host's protection under mandatory provisions of the law where it is established or resident.

31. Dispute resolution

31.1 The Parties will first try to settle a dispute by good-faith negotiation for at least 30 days.

31.2 Arbitration. Any dispute not settled under clause 31.1 will be finally resolved by arbitration under the [SIAC Rules, seated in Singapore / LCIA Rules, seated in London; solicitor to choose] , by one arbitrator, in English. Awards are enforceable in Indonesia and Saudi Arabia under the New York Convention.

31.3 Small claims. Either Party may instead bring a claim below [GBP 25,000] before the courts of England and Wales.

32. Acceptance and electronic signature

32.1 The Host accepts this Agreement, including the Self-Billing Agreement in Annex C, by ticking the acceptance box in the Host onboarding flow after having had the opportunity to read, download and save it. Host features are not activated until acceptance.

32.2 Electronic acceptance is valid and binding, including under the UK Electronic Communications Act 2000, Indonesian Law No. 11 of 2008 (as amended) and the Saudi Electronic Transactions Law. BiSChat keeps a record of the version accepted, the date and time, the Account and the method, and gives the Host a copy on request. [LOCAL COUNSEL ID: confirm whether a certified e-signature or meterai is advisable.]

Annex A: Host Fee schedule

Part 1: Host Fee

Item	Value
Host Fee rate	85% of Net Session Receipts (BiSChat retains 15%)
Earning Events covered	Entry fees, per-minute charges, gifts
Not covered	PIN sales, transfers and auctions; other user-to-user sales

Item	Value
Value of 1 Biscoin	Net Coin Value for the month: what BiSChat actually receives per Biscoin after store commission and Tax, at most USD 0.01 (clause 8.2)
Promotional Biscoin	Value zero, no Host Fee
Hold Period	14 days after the Earning Event
Statement	Within [5] working days after month end
Payment date	By the last working day of the following month
Minimum payment	[USD 50] ; smaller amounts carried forward
Method	Bank transfer to the Host's own verified account; no Stripe
Transfer Costs	Borne by the Host, deducted from the Host Fee and shown on the statement
Payment currency	USD. Conversion by the Host's bank, or on request at the rate actually applied by BiSChat's bank or provider; exchange-rate risk borne by the Host
Rounding	Four decimal places in calculation; Host Fee rounded to the nearest US cent

Part 2: Session prices. The Host chooses entry fees and per-minute rates within the ranges shown in the app. [Current ranges: entry fee 0 to 10 Biscoin freely, 11 to 100 Biscoin with BiSChat approval. TO BE CONFIRMED for other Session types.]

Worked example (illustration only). In March, 200 Members pay a 50-Biscoin entry fee to the Host's cooking Session, and Members send 3,000 Biscoin in gifts, of which 500 are Promotional Biscoin. One Member is refunded because they could not join.

- Gross Session Value = $199 \times 50 + 3,000 = 12,950$ Biscoin. Excluding 500 Promotional Biscoin: 12,450 Biscoin.
- Assume the Net Coin Value for March is USD 0.0085 (some purchases were made in countries where the store deducts VAT).
- Net Session Receipts = $12,450 \times 0.0085 = \text{USD } 105.8250$.

- Host Fee = 85% x 105.8250 = USD 89.9513, rounded to USD 89.95. BiSChat retains 15% = USD 15.87.
- Transfer Costs for the payment, say USD 4.00, are deducted: BiSChat sends USD 85.95. Any conversion into local currency is made by the Host's bank at the Host's cost and risk. BiSChat's 15% is unchanged.

Annex B: Onboarding checklist

#	Item	Required
1	Full legal name, or entity name, registration number and authorised signatory	Yes
2	Date of birth (18+)	Yes
3	Government ID (KTP, passport or national ID), checked by BiSChat staff	Yes
4	Country of residence and tax residence	Yes
5	Tax number where held: NPWP (Indonesia), UTR or VAT number (UK), VAT number or commercial registration (Saudi Arabia)	Where held
6	Bank account in the Host's own legal name, with bank name and SWIFT/IBAN or local account details	Yes
7	UK sanctions list check (done by BiSChat)	Yes
8	Email and address for statements and notices	Yes
9	Evidence of qualifications and public liability insurance for High-Risk Sessions (clause 3.3)	For High-Risk Sessions
10	Acceptance of this Agreement, the Self-Billing Agreement, Terms of Service, Community Guidelines and Copyright Policy	Yes
11	Promotional licence choices (Annex E)	Optional
12	Hosts resident in Indonesia: onboarding opens only when the bilingual EN/ID version is available (clause 29.3)	Yes

Annex C: Self-Billing Agreement

[TAX ADVISER: confirm against HMRC VAT Notice 700/62 before use.]

- Parties. AIRSID LTD (the self-biller, company no. 16666058, VAT number [if registered]) and the Host (the supplier).
- Invoices. The Host agrees that BiSChat will issue invoices for the Host's supplies of Sessions to BiSChat, and agrees to accept each self-billed invoice. Each invoice will show the Host's name, address and VAT number (if any), BiSChat's details, a unique sequential number, the date, the period covered, a description of the Sessions, the Host Fee, and any VAT. Each invoice will state: "The VAT shown is your output tax due to HMRC" where VAT applies.
- No duplicate invoices. The Host will not issue its own sales invoices for supplies covered by this agreement.
- Changes. The Host will tell BiSChat immediately if it registers or deregisters for VAT, changes its VAT number, or transfers its business.
- Disputes. The Host may dispute an invoice under clause 9.8.
- Duration. This agreement runs for 12 months from acceptance and renews automatically for further 12-month periods while the Host Agreement continues, unless either Party ends it earlier in writing. BiSChat keeps a record of each renewal.
- Other countries. For Hosts outside the UK, BiSChat issues the same statement as a self-billed invoice or payment record, as local law allows. [LOCAL COUNSEL ID / KSA: confirm local requirements.]

Annex D: Safety and content standards

D1. Always required

- Describe the level, risks, and any equipment, tools or ingredients needed.
- Show a safety notice (D3) for Sessions with physical activity, heat, sharp tools, machinery, chemicals or food.
- Stop a Session, or tell a Member to stop, if someone appears at risk, and direct them to emergency services where needed.
- Use music only from the BiSChat music library.
- Disclose sponsorships and affiliate links.

D2. Never allowed

- Any content involving minors in a sexual or exploitative way (zero tolerance; permanent ban; reported to authorities).
- Nudity, sexual content or sexual solicitation.
- Medical, legal or financial claims or advice the Host is not licensed to give; "guaranteed" results.
- Dangerous practices: unsafe electrical or gas work, extreme fasting, prohibited drugs or supplements, unsafe weapons handling.
- Harassment, hate speech, threats or humiliation of Members.
- Recording Members or sharing their image or data without consent.
- Scams, fake reviews, bought Members, self-funded gifts, or asking Members to pay outside the Platform.
- Content that breaks the law of the Host's or Members' country, including local decency and religious-respect laws. [LOCAL COUNSEL KSA/ID to specify.]

D3. Model safety notices

- Physical activity: "Exercise carries a risk of injury. Talk to a doctor before starting, especially if you are pregnant, injured or have a medical condition. Train within your limits and stop if you feel pain, dizziness or discomfort. This Session is not medical advice."
- Cooking: "This Session uses heat, sharp knives and food. Take care, keep children away from the cooking area, and check the ingredients for allergens before you cook or eat."
- Tools and workshop: "This Session uses tools and may involve electricity, fuel or chemicals. Wear suitable protection, follow the manufacturer's instructions, and call a licensed professional for any work you are not qualified to do."

[Indonesian and Arabic versions TO BE PREPARED and checked by local counsel.]

D4. Enforcement: warning, content removal, feature restriction, temporary suspension, termination. Serious breaches may skip steps. Appeals under clause 13.4.

Annex E: Promotional licence choices

The Host selects in the onboarding flow, each optional: materials (name, approved photos, short clips up to [60] seconds, biography, voice); media (inside the app, bischat.com, app-store listings, BiSChat social media, paid ads after review); territory (worldwide or named countries); duration (Term plus 6 months, or other). Royalty-free.

Withdrawable at any time under clause 12.3. Never covers private Sessions or images of Members without their written permission.

Annex F: Data Processing Terms

These terms apply when the Host processes Member personal data for BiSChat under clause 15.2. BiSChat is the controller and the Host is the processor (UK GDPR Article 28; the equivalent roles under UU PDP and PDPL).

- Subject matter and duration. Processing Member data shown in the Platform to deliver Sessions, communicate with Members through the Platform, and help BiSChat with complaints and safety, for the Term.
- Data and data subjects. Members' display names, profile pictures, chat messages, Session participation and any information Members choose to share in a Session.
- Instructions. The Host processes Member data only on BiSChat's documented instructions, which are this Agreement and the way the Platform works, unless Applicable Law requires otherwise (in which case the Host tells BiSChat first, unless the law forbids it).
- Confidentiality. The Host ensures that anyone helping it with Sessions (clause 2.3(c)) is bound by confidentiality.
- Security. The Host keeps Member data within the Platform, does not copy, record, screenshot or export it except as the Platform allows, and protects its devices and Account with appropriate measures.
- Sub-processors. The Host does not engage any sub-processor, or share Member data with any assistant or co-host, without BiSChat's prior written permission.
- Data subject rights. The Host passes any request from a Member about their personal data to BiSChat within 2 working days, and helps BiSChat answer it.
- Breaches. The Host notifies BiSChat within 48 hours of any actual or suspected personal data breach (clause 15.5) and helps BiSChat meet its notification duties.
- Assistance. The Host helps BiSChat, as reasonably needed, with security, impact assessments and regulator enquiries.
- Deletion. The Host deletes any Member data it holds outside the Platform at the end of each Session, and all Member data when this Agreement ends, and confirms deletion on request.
- Audit. The Host gives BiSChat the information reasonably needed to show compliance with these terms.
- Transfers. International transfers follow clause 15.6.

- UU PDP and PDPL. These terms also serve as the processing agreement required under Indonesian Law No. 27 of 2022 and the Saudi PDPL. [LOCAL COUNSEL ID / KSA: confirm any additional wording.]

End of Agreement.