



Fansly Creator Agreement

Additional terms governing your participation as a Creator on Fansly
Effective June 26, 2026

This Creator Agreement ("this Agreement") is between Select Media LLC, a Maryland limited liability company that owns and operates Fansly ("Company," "we," "us," or "our"), and you, the Creator. It supplements the Fansly Terms of Service ("Terms of Service") and applies to your registration and participation as a Creator. Terms defined in the Terms of Service have the same meaning in this Agreement. If there is any conflict between this Agreement and the Terms of Service, the Terms of Service govern unless this Agreement expressly states otherwise.

By applying for or operating a Creator account, you agree to this Agreement.

1. Eligibility and approval

- 1.1 You must be at least eighteen (18) years old and have reached the age of majority where you reside.
- 1.2 You may operate as a Creator only after completing the Creator registration process and being approved by the Company in its sole and absolute discretion.
- 1.3 You represent that, if you previously had an account with Fansly, it was not suspended or terminated for violation of the Terms of Service. You will not access Fansly if you are, or are required to be, a registered sex offender in any jurisdiction.
- 1.4 If you are using Fansly on behalf of a business or other entity, you warrant that you are authorized to bind that entity to this Agreement.

2. Verification and account integrity

- 2.1 You agree to provide the verification, payout, and tax information we require, and you authorize us to verify it. If you register as a Creator, you agree that we, or our contractors, are authorized to collect, store, and maintain biometric information including a retina or iris scan, fingerprint, voiceprint, or scan of your hand or face geometry from any User Content or verification documents you provide to us.
- 2.2 You are responsible for all activity that occurs on your account and for keeping your login details confidential and secure. You agree that we are not responsible for any misuse of your account if you share your credentials with a third party, such as a manager or agency, and you release Fansly from any liability arising from such third-party access or conduct.
- 2.3 You will not sell, rent, or transfer your account to any third party, and you will not use any unauthorized third-party payment processors to accept payments via Fansly.

3. Content ownership and licenses you grant

- 3.1 You retain all ownership rights in your User Content.
- 3.2 You grant us a worldwide, perpetual, nonexclusive, royalty-free, sublicensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content for the Company's business, including operating Fansly and fulfilling the Company's obligations under the Terms of Service. We agree not to reproduce any of your User Content that is behind a paywall.
- 3.3 You grant each of our Users a worldwide, nonexclusive, royalty-free license to access your User Content with the facilitation of Fansly, subject to any limitations related to any purchases of or subscriptions to such User Content.

4. Content representations and warranties

You represent and warrant that:

- 4.1 you own, have a valid license to, or otherwise control all rights in your User Content, and your User Content does not violate any rights of any third parties;
- 4.2 every person depicted in your User Content is at least eighteen (18) years old, and you have inspected and maintain government-issued identification and written documentation sufficient to confirm this;

- 4.3 you maintain written releases from any person depicted in your User Content confirming that they consented to the recording and to the publication of that content on Fansly, and you will provide those releases to us on request;
- 4.4 your User Content does not depict, advertise, promote, or facilitate any material prohibited by the Acceptable Use provisions of the Terms of Service, including any sexual content involving minors, non-consensual content, or trafficking or prostitution;
- 4.5 for any content depicting other persons ("Co-Authored Content"), you have tagged or identified each such person and obtained and maintain the age, identity, and consent documentation required by the Terms of Service, and you understand we may withhold publication until each depicted person's identity and consent are confirmed; any revenue sharing for Co-Authored Content is governed solely by a private agreement between you and those persons, which we do not enforce; and
- 4.6 you will not misrepresent or fraudulently or deceptively market your User Content to other Users.

5. Creator conduct

In addition to the Acceptable Use provisions of the Terms of Service, you will not:

- 5.1 deceive Users regarding the nature of any paid User Content, or fail to honor any lawful representation made to Fans in furtherance of selling your User Content;
- 5.2 attempt to defraud the Company or our Users, including by passing off recorded User Content as a live stream or working with another to accept payment with stolen payment methods;
- 5.3 record or broadcast nudity or sexual activity from any public place, from any private property without the owner's permission, or from any location where members of the public are likely to see you, or where such recording is not legally permitted;
- 5.4 release the personal information of any other User or third party without that person's consent;
- 5.5 solicit or accept payments for travel or in-person meetings for the purpose of engaging in sexual activity; or
- 5.6 harass, disparage, defame, or otherwise interfere with the Company or our Users, or make false or misleading statements about the Company.

If you are a Creator, you must report all violative content and suspicious activity to us.

6. Earnings, payouts, and fees

- 6.1 You earn eighty percent (80%) of the revenue generated on all subscriptions, sales, or tips related to your User Content and profile. A valid payout method must be added before payments will be issued.
- 6.2 We may deduct from such revenue any monies earned on subscriptions, sales, or tips that resulted in a chargeback, or any monies earned on subscriptions, sales, or tips related to User Content that violates the Terms of Service.
- 6.3 If you make or receive a payment that results in a chargeback, we may suspend or terminate your account as set out in the Terms of Service.
- 6.4 Where you participate in the referral program, referral payments are made in accordance with the terms published on Fansly.
- 6.5 If your account becomes inactive, account-balance deductions apply as set out in the Terms of Service.

7. Taxes

- 7.1 You are responsible for reporting and paying any taxes due on your earnings and for providing accurate tax documentation, such as a Form W-9 if you are a US resident (the exact information required depends on your country).
- 7.2 A Goods and Services Tax (GST) applies to sales made to Australian consumers, which the Company collects, reports, and remits as set out in the Terms of Service.

8. Intellectual property and DMCA

- 8.1 Other than User Content, Fansly and its contents are owned by us or our licensors and may not be used without our permission.
- 8.2 We respond to claims of copyright infringement under our DMCA Policy and may remove User Content and, where appropriate, terminate the associated account.

9. Suspension, termination, and forfeiture

- 9.1 We may, at any time and without notice, restrict, suspend, or terminate your account or access to Fansly, and remove, demote, or refuse to publish your User Content, for failure to comply with the Terms of Service or this Agreement or any applicable law.
- 9.2 If you violate the Terms of Service or this Agreement, we may delete your account without payment and may forfeit revenue earned in connection with the violation and refund affected Users, as set out in the Terms of Service.
- 9.3 You may deactivate your account in your account settings.

10. Disclaimers, liability, and indemnification

- 10.1 Fansly and all of the Company's services and features are provided without warranties of any kind, and the Company's liability to you is limited, as set out in the Terms of Service.
- 10.2 You will indemnify the Indemnified Parties identified in the Terms of Service for losses arising from your access to Fansly, your User Content, your conduct, your breach of the Terms of Service or this Agreement, or your actual or alleged violation of any law or any rights of any person, as set out in the Terms of Service.

11. Relationship of the parties

The Terms of Service and this Agreement do not create a partnership, joint venture, agency, franchise, or employment relationship between you and the Company, and neither party is the agent of the other.

12. Disputes, governing law, and changes

- 12.1 This Agreement and any dispute between you and the Company are governed by, and resolved in accordance with, the "Disputes; Agreement to Arbitrate" and governing-law provisions of the Terms of Service, including mandatory individual arbitration and the class-action and jury-trial waivers set out there.
- 12.2 We may change this Agreement from time to time; changes become effective when posted, and your continued use of Fansly as a Creator means you agree to the revised Agreement.

13. Severability

If any provision of this Agreement is held to be unenforceable or prohibited by law, that provision will be modified to the minimum extent necessary to make it enforceable or, if that is not possible, disregarded, and the remaining provisions will remain in full force and effect.