Kick Streaming Pty Ltd
(ACN 663 807 645)
2/287-293 Collins Street,
Melbourne VIC 3000
www.kick.com

New York S895B/A6789B
Social Media Companies Terms of Service Report

For the period of 1 January 2026 to 30 June 2026.
Submitted to the Office of the Attorney General for New York on: 24 September 2026.

This Terms of Service Report has been prepared by Kick Streaming Pty Ltd and submitted to the New York Office of the Attorney General in accordance with New York Senate Bill S895B and Assembly Bill A6789B.

Kick Streaming Pty Ltd ('Kick')

Introduction

Kick is a livestreaming platform that is committed to maintaining a safe, transparent and creator-led platform that ensures users have clear mechanisms to maintain a safe environment. We use a layered, context-driven approach to content moderation to ensure consistency and fairness for users.

Section 1 (§ 1102(1)(a))

Kick's Terms of Service

Kick's current Terms of Service are attached as Annex A and available on our website. Our Community Guidelines are incorporated into our Terms of Service and attached as Annex B. The Community Guidelines provide more user-friendly information about what content is acceptable on Kick and outline when Kick may take moderation action.

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Section 2 (§ 1102(1)(b))

Changes to Terms of Service since Previous Report

There have been no changes to Kick's Terms of Service since Kick's previous report, submitted to the New York Office of the Attorney General on 31 March 2026 for the reporting period of 1 July 2025 to 31 December 2025. Kick's Terms of Service, attached as Annex A, remain those most recently modified on 23 March 2026, as disclosed in the previous report. This also applies to the Community Guidelines, attached as Annex B, which remain those most recently updated on 19 March 2026.

Section 3 (§ 1102(1)(c))

Definitions of Specified Content Categories

Kick's Terms of Service and Community Guidelines defines the following categories of content:

(i) hate speech or racism;

Kick's Community Guideline 5 outlines our approach to hate speech:

"Our moderation approach is guided by the needs of our global audience and the regulatory standards we uphold. We are a creator-led platform that values responsible freedom of expression, however, we do not permit hate speech against individuals or groups based on race, religion, sexual orientation, gender, disability, or other demographic identifiers. This includes communication that plans, incites, or coordinates violent action or calls for harm against these groups.

Context is crucial in evaluating these reports. Words that may be acceptable in some situations can take on an entirely different meaning in different contexts. As live streaming involves real-time unpredictability, our moderation team takes a considered approach to determine a balance between supporting free expression and maintaining a safe space. We assess the full context of content, including the creator's intent, their level of involvement, and whether the content crosses into coordinated harassment or calls for action.

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We encourage creators to foster discussion and creativity while remaining mindful of how their content affects others. We support open dialogue, but provocative language must not be intended to incite violence or normalize serious harm."

(ii) extremism or radicalization;

Kick's Community Guideline 4 outlines our approach to extremism and radicalisation:

"We do not permit content that incites, promotes or displays acts of terror or violent extremism. This includes any content that seeks to radicalize users or instructs acts of terror, as well as any content involving radicalization, recruitment or propaganda on behalf of recognized terrorist organizations."

(iii) disinformation or misinformation;

Kick's Community Guideline 7 outlines our approach to disinformation and misinformation:

"We consider integrity and authenticity in engagement to be important in maintaining trust and safety across the platform. Users should be able to rely on interactions, content, and signals of influence being genuine, without deception, misrepresentation or concealed intent that could mislead others or result in harm.

The sharing of false, widely disproven and unqualified misinformation that can cause real-world harm is not permitted. This may include, but is not limited to, misinformation that undermines civic and political process or is prejudicial to health and safety.

Deceptive or inauthentic behavior is not permitted. This includes scams, chat spam, malicious links, fraudulent services and the misrepresentation of affiliations or identity with predatory intent. The use of bots, engagement manipulation, or third-party tools to artificially inflate views, followers, or interactions is prohibited. If you believe your channel is being targeted with bots then reach out to support@kick.com immediately.

These principles also apply to the use of Artificial Intelligence (AI), where we prioritize transparency and the protection of individual identity. We support the creative and innovative

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use of AI, provided that all AI-generated content is created with informed consent and clearly disclosed to the community where it mimics reality. In line with our commitment to authenticity, users must not use AI to create or share synthetic media, including deepfakes or voice clones, that misleads viewers about real-world events or the actions of private individuals. This includes a strict prohibition on the creation or distribution of non-consensual intimate imagery, as well as the use of AI to simulate a realistic endorsement or the presence of another person without their express permission. To maintain an environment built on trust, any stream utilizing AI to generate realistic content should be clearly disclosed to viewers through the stream title or an on-screen overlay.

Unauthorized gaming hacks, cheats, or exploits that provide unfair advantages, particularly in multiplayer or competitive environments, are not allowed."

(iv) harassment;

Kick's Community Guideline 8 outlines our approach to online/digital harassment:

"Respecting the privacy of others is critical to maintaining a safe community. Doxxing, or the unauthorized release of private personal information or non-consensual intimate images, is strictly prohibited. Commentating on other streamers is allowed, but sharing their private contact details or other sensitive information is not.

Any activity that facilitates harassment through exposure of private data violates our standards. Respecting privacy includes technical integrity. Users must not deploy unauthorized scripts, 'fingerprinting' technologies, or third-party tools to track other users off-platform"

Kick's Community Guideline 9 outlines our approach to real-world harassment:

"Creators must avoid actions that cause significant public disruption or panic. This includes pranks designed to incite fear and any conduct that leads to the unnecessary involvement of emergency services. When streaming in public or sensitive areas, creators are required to follow local laws and ensure they are not harassing or exploiting unwilling participants or vulnerable individuals.

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Conduct that creates a serious risk of physical harm, such as dangerous driving, the reckless operation of machinery, or endangering bystanders, is not permitted. Enforcement action will be proportionate to the creator's intent and the resulting risk of harm."

(v) foreign political interference;

Kick's Community Guideline 7 outlines our approach to disinformation and misinformation:

"We consider integrity and authenticity in engagement to be important in maintaining trust and safety across the platform. Users should be able to rely on interactions, content, and signals of influence being genuine, without deception, misrepresentation or concealed intent that could mislead others or result in harm.

The sharing of false, widely disproven and unqualified misinformation that can cause real-world harm is not permitted. This may include, but is not limited to, misinformation that undermines civic and political process or is prejudicial to health and safety.

Deceptive or inauthentic behavior is not permitted. This includes scams, chat spam, malicious links, fraudulent services and the misrepresentation of affiliations or identity with predatory intent. The use of bots, engagement manipulation, or third-party tools to artificially inflate views, followers, or interactions is prohibited. If you believe your channel is being targeted with bots then reach out to support@kick.com immediately.

These principles also apply to the use of Artificial Intelligence (AI), where we prioritize transparency and the protection of individual identity. We support the creative and innovative use of AI, provided that all AI-generated content is created with informed consent and clearly disclosed to the community where it mimics reality. In line with our commitment to authenticity, users must not use AI to create or share synthetic media, including deepfakes or voice clones, that misleads viewers about real-world events or the actions of private individuals. This includes a strict prohibition on the creation or distribution of non-consensual intimate imagery, as well as the use of AI to simulate a realistic endorsement or the presence of another person without their express permission. To maintain an environment built on trust, any stream utilizing AI to generate realistic content should be clearly disclosed to viewers through the stream title or an on-screen overlay.

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Unauthorized gaming hacks, cheats, or exploits that provide unfair advantages, particularly in multiplayer or competitive environments, are not allowed."

Kick considers foreign political interference under this Guideline as we consider foreign political interference to be an affront to integrity and authenticity on Kick, as the majority of this content is likely to be misinformation and/or disinformation that undermines civic and political processes.

Section 4 (§ 1102(1)(d))

Content Moderation Practices on Kick

Our commitment to community safety is supported by a number of policies, practices and initiatives. Kick has developed content moderation processes that are designed to protect our users and meet our regulatory obligations. We have provided a brief overview of our content moderation practices below:

- Content Moderation: Our moderation team works alongside artificial intelligence models to monitor, flag and remove harmful content.
- User Reporting Mechanism: Users are able to report behaviour that violates our Community Guidelines or Terms of Service, or may otherwise be illegal.
- Channel Management: We maintain enforcement action guidelines to ensure consistency in application of consequences for display of content which is not in line with our Community Guidelines. This can include shadow, temporary and permanent bans.
- User Awareness: We make available online safety guidance via resources available in our Help & Support section on the KICK website.
- Transparent Community Guidelines: We maintain and make available clearly defined Community Guidelines for users, outlining what is acceptable and when actions will be taken against guideline contravention.
- Privacy Protection: We implement measures to protect user privacy, such as data encryption, secure authentication methods, and clear data handling policies.
- Responding to Regulator Requests: We respond promptly and appropriately to

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regulatory authorities as required by law.

- Regular Audits and Compliance Reviews: Conduct regular audits and reviews of safety practices to identify and address potential vulnerabilities or areas for improvement.
- Monitor and Evaluate: We regularly monitor and evaluate our systems and processes to ensure their effectiveness and we will make improvements where necessary.

Kick's approach to harmful content:

- Identification: Harmful content can be identified through artificial intelligence scanning, platform reports, mailboxes and notifications from regulators or law enforcement authorities.
- Assessment: We have human content moderators online 24/7 assessing content in line with our Community Guidelines and Terms of Service. All content that is flagged by artificial intelligence is checked by human moderators. We do this to ensure that streamers are not incorrectly impacted by false positive reports.
- Enforcement: If content is confirmed to breach our Community Guidelines or Terms of Service, then our moderators take appropriate enforcement actions. Enforcement actions are determined by internal policy, and a weighing of factors regarding the content or behaviour.
- Escalation: Where required, we notify relevant regulators and law enforcement authorities.

Enforcement actions:

Kick may take various moderation actions to enforce our Terms of Service and Community Guidelines.

- Removal of content
- Content warnings sent to offending user
- Suspension of user account
- Permanent ban of user
- Demonetization of user

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Section 5 (§ 1102(1)(d)(ii))

Automated Content Moderation Systems

Kick utilizes advanced third-party automated content moderation systems to support our human moderation team. By leveraging machine learning algorithms, Kick uses artificial intelligence to analyze vast amounts of data, fortifying our moderation efforts and helping keep Kick safe. Kick recognizes the risks inherent in allowing automated content moderation decisions, so all image-related content flagged by our artificial intelligence and machine learning models are reviewed by the human moderation team.

Kick provides our users to select their own text auto-moderation settings, empowering our streamers to moderate their own way. Kick is committed to implementing safeguards where we use automated tools and evaluate the performance and accuracy of these tools regularly. Any automated tools we implement on Kick undergo rigorous testing and quality assurance before launch.

During the reporting period, we enhanced our moderation controls against sexual content on the platform by incorporating some additional classes related to nudity into our artificial intelligence model. The addition of these classes contributed to a large number of false positives arising from video game content. We will continue to take an appropriately cautious approach to reviewing flagged content.

Section 6 (§ 1102(1)(d)(iii-iv) & § 1102(1)(e)(i-ii))

Information on Content Moderation: Platform Reports and Actions

Kick publishes an annual Global Transparency Report, available within our Safety Hub, covering platform-wide content moderation data for a full calendar year.

As the Global Transparency Report is produced on an annual basis, the report covering the 2026 calendar year has not yet been published. The data set out below reflects Kick's platform reports and actions taken during the reporting period of 1 January 2026 to 30 June 2026, and is provided directly in this report.

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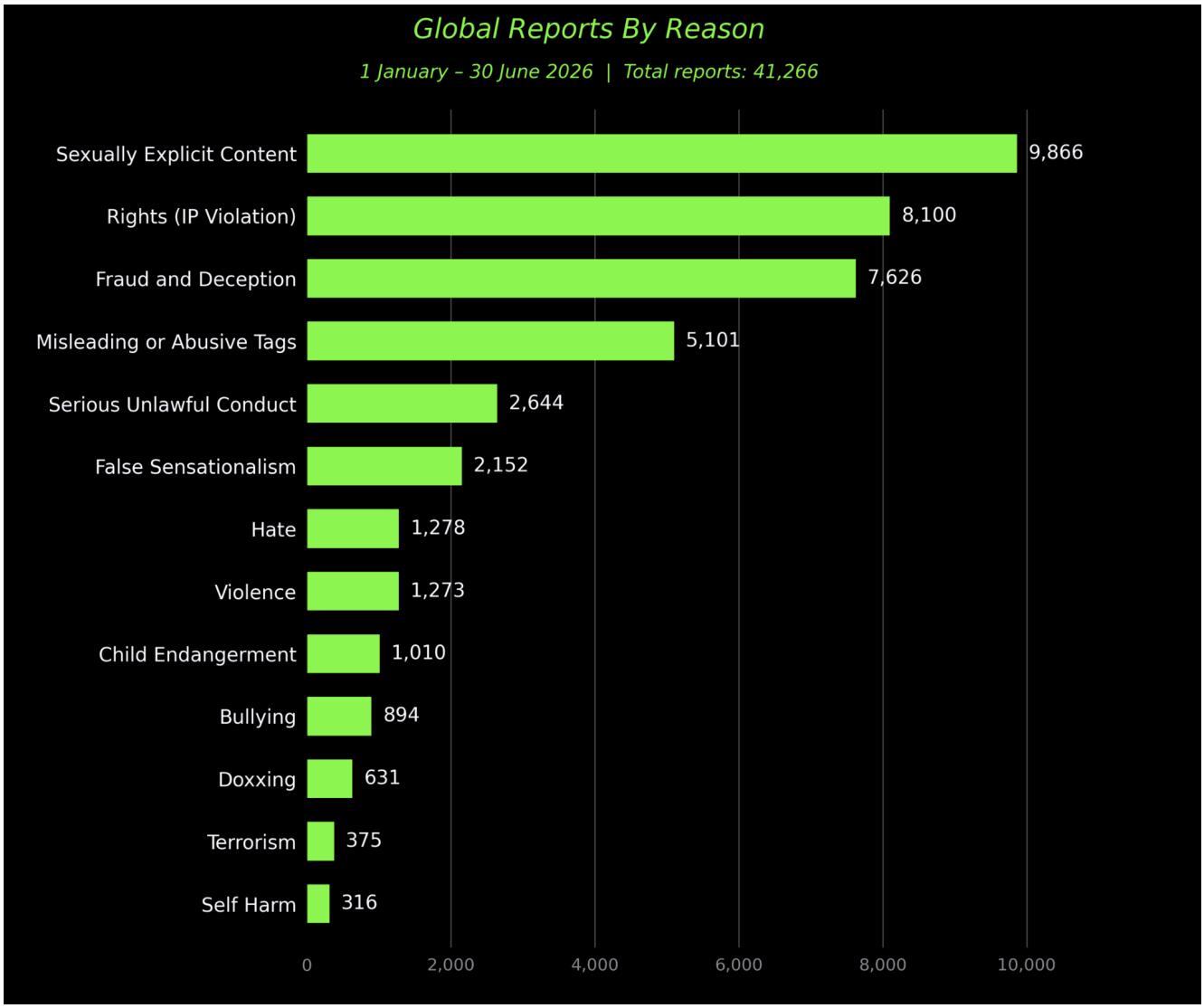
Platform Reports:



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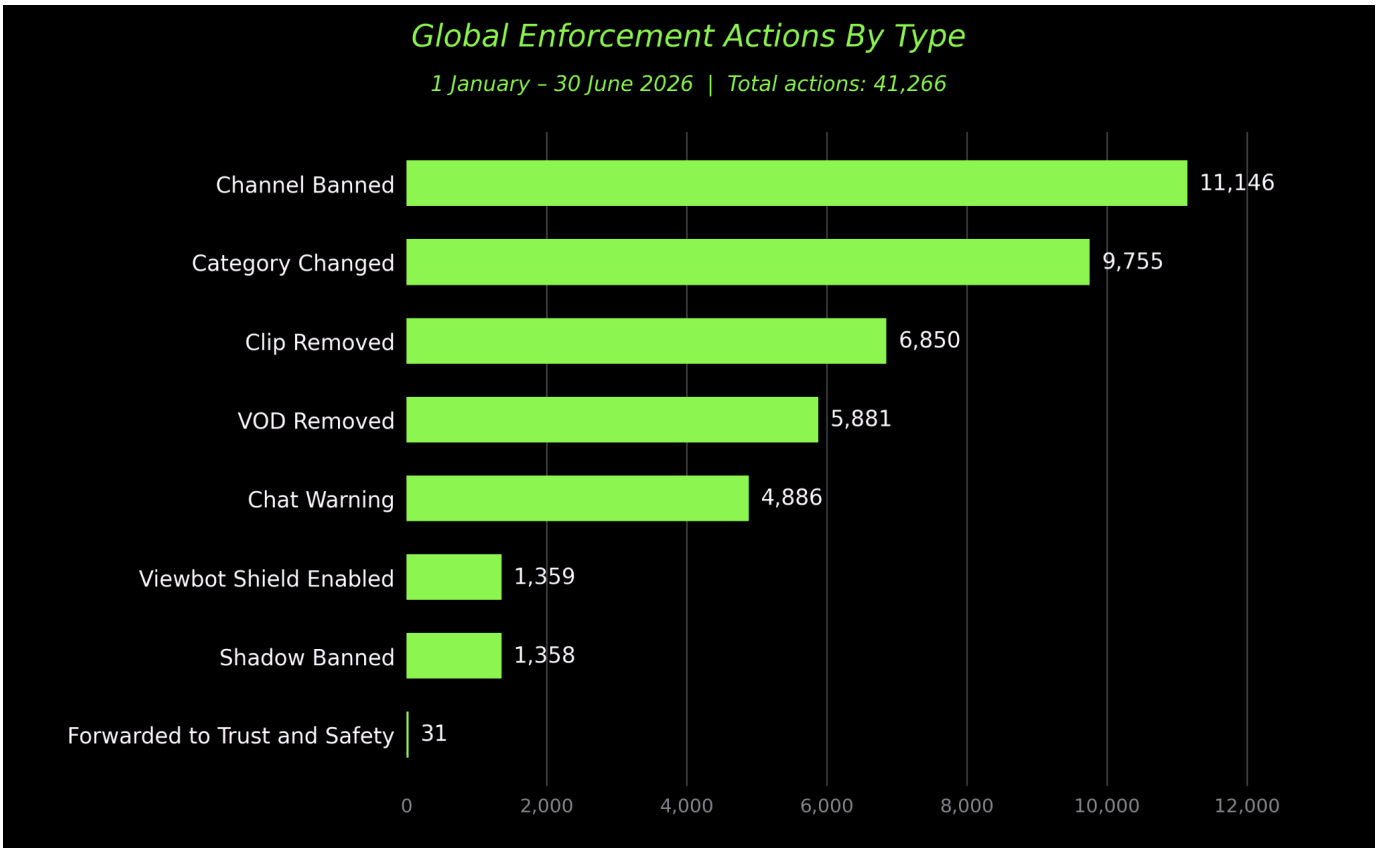
Reports Actioned:



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Annex A: Kick Terms of Service

The terms of service languages available in the platform are English, Arabic, Spanish, Hindi, Japanese, Polish, Portuguese, Russian and Turkish. The platform also offers product features, including, but not limited to, menus and prompts, in Belarusian, Bulgarian, Chinese, Croatian, Czech, Danish, Dutch, Finnish, French, German, Greek, Hungarian, Indonesian, Italian, Korean, Latvian, Lithuanian, Macedonian, Malay, Mongolian, Norwegian, Romanian, Serbian, Slovak, Swedish, Thai and Vietnamese, although its terms of service are not currently available in these languages.

Terms of Service
Date Modified: 23 March 2026

Welcome to Kick!

These Terms of Service (these "Terms") of Kick (operated by Kick Streaming Pty Ltd (ACN 663 807 645)) ("Company", "we", or "us") are an agreement that describes your rights and responsibilities as a User (as defined below) of the Kick streaming platform and related applications where Users can connect with streamers and communicate with others through postings, chatrooms, and other methods (collectively, the "Service"). These Terms incorporate by reference the terms and guidance found in the Kick Safety Hub and the Community Guidelines (together, "Guidelines"), and you agree to be bound by the Guidelines. This page explains the Terms by which you may access and use the Service. By accessing or using the Service, or by clicking "Sign Up", registering or accessing (or something similar), you signify that you have read, understood, and agree to be bound by these Terms and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of the Service. Company reserves the right to modify these Terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Service ("Users"). Some Terms do not apply to You if you access and/or use the Service in Australia or if Part 2-3 (Unfair contract terms) of the Australian

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Consumer Law applies to the agreement between You and Company under these Terms ("Australian User").

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 11.3 AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 11.7 THAT REQUIRE, UNLESS YOU ARE AN AUSTRALIAN USER OR YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 11.4, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AND UNLESS YOU ARE AN AUSTRALIAN USER, YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. The Service

Company provides a platform and related applications for online streaming services where Users can connect with streamers and communicate with others through postings, chatrooms, etc. Users may visit the website, use related applications, view content, post content and chat with other Users.

1.1 Eligibility

This is a contract between you and Company. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Company, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 (or under the age of digital consent in their respective country) is strictly prohibited and in violation of these Terms. If you are under the age of 18, you may use the Service only with the supervision of a parent or legal guardian and their consent and agreement to these Terms. If you are under the age of 18, you represent and warrant that you have your parent or guardian's permission to use the Service and that your parent or guardian is agreeing to these Terms. If you are a parent or legal guardian of a User under the age of 18, by allowing your child to use the Service, you are subject to these Terms

and responsible for your child's activity on the Service. The Service is not available to any Users previously removed from the Service by Company.

1.2 Limited License

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your commercial (if submitting User Content for commercialization purposes) and/or personal use as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

1.3 User Accounts

Your account on the Service (your "User Account") gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. If you open a User Account on behalf of a company, organization, or other entity, then:

(a) "you" includes you and that entity, and

(b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Company may permit you to register for and log on to the Service via certain third-party services. The third party's collection, use, and disclosure of your information will be subject to such third-party service's privacy policy. By connecting to Company with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your User Account. You must notify Company immediately of any breach of security or unauthorized use of your User Account. Company will not be liable for any losses caused by any unauthorized use of your User Account. You may control your User profile and how you interact with the Service by changing the settings in your settings page. By providing Company your email

address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 Service Rules

You agree not to engage in any of the following prohibited activities: (a) copying, distributing, or disclosing any part of the Service in any medium, including by any automated or non-automated "scraping"; (b) using any automated system, including "robots," "spiders," "offline readers," etc. to access any part of the Service in any medium (except that Company grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (c) transmitting spam, chain letters, or other unsolicited email; (d) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (e) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (f) uploading invalid data, viruses, worms, or other software agents through the Service; (g) collecting or harvesting any personally identifiable information, including account names, from the Service; (h) using the Service for any commercial solicitation purposes; (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (j) interfering with the proper working of the Service; (k) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (l) bypassing the measures we may use to prevent or restrict access to the Service, including features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (m) reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the Service or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence; (n) attempting to circumvent any content filtering techniques we employ, or attempting to access any service or area of the Service that you are not authorized to access; (o) manipulating identifiers in order to disguise the origin of any User Content (defined below) transmitted through the Service; (p)

relaying email from a third party's mail servers without the permission of such third party; or (q) uploading or making available through the Service: nudity or other sexually suggestive content, hate speech, threats or direct attacks on an individual or group, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful racially, ethnically, or otherwise objectionable content, content that contains self-harm or excessive violence, fake or impostor profiles, illegal content or content in furtherance of harmful or illegal activities, malicious programs or code, any person's personal information without their consent, and/or spam, machine-generated content, or unsolicited messages. You may use our platform only for lawful purposes. You may not use our platform (a) in any way that breaches any applicable local, national or international law or regulation; (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (c) for the purpose of harming or attempting to harm minors in any way. You agree to comply with the Guidelines and additional guidelines or rules that we post on our platform, make available to you, or disclose to you from time to time.

1.5 Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

1.6 Disputes with Other Users

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

1.7 Use of Devices

Access to the Service may require the use of your personal computer or mobile device, as well as communications with or use of space on devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Service.

2. User Content

2.1 Rights to your Content

Some areas of the Service allow Users to submit, post, display, perform, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and these Terms. Company has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Company's (and its successors' and affiliates') business, including for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under these Terms.

2.2 Intellectual Property Rights

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use.

- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.

- Your User Content and Company's use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including any Intellectual Property Rights and privacy rights.

- Company may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

- Unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Company or third parties.

- Your User Content will abide by the Community Guidelines.

Company takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree

that Company shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

2.3 Endorsements/Testimonials

You agree that your User Content will comply with the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising, the FTC's Disclosures Guide, the FTC's Native Advertising Guidelines, and any other guidelines issued by the FTC from time to time (the "FTC Guidelines"), as well as any other advertising guidelines required under applicable law. For example, if you engage in any advertising, sponsorships, promotions or exclusive arrangements that you independently conduct or display on your channel ("Creator Advertisements") - including but not limited to where you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Service, or if you are an employee of a company and you decide to discuss or promote that company's products or services through the Service - you agree to comply with the FTC Guidelines' requirements for disclosing such relationships. You, and not Company, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Service.

2.4 Political Activity

Subject to these Terms and the Community Guidelines, you may share political opinions; participate in political activity; provide links to a political committee's official website, including the contribution page of a political committee; and solicit viewers to make contributions directly to a political committee. You agree, however, that these activities are entirely your own. Moreover, by engaging in these activities, you represent and warrant that you are eligible to engage in them under applicable law, and that you will abide by all relevant laws and regulations while doing so. For the avoidance of doubt, you agree not to solicit the use of or use any of the platform content and tools listed in Section 4.7 for the purposes of making or delivering a contribution to a political candidate, committee, or cause.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Company Content"), and all Intellectual Property Rights related thereto, are the

exclusive property of Company and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

Company, its logos, and any other product or service name, logo, or slogan used by Company, and the look and feel of the Service, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of Company, and may not be used in whole or in part in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company, without our prior written permission.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

The Service contains data, information, and other content not owned by you, such as reputational or status indicators ("Company Property"). You understand and agree that regardless of terminology used, Company Property represents a limited license right governed solely by the terms of these Terms and available for distribution at Company's sole discretion. Company Property is not redeemable for any sum of money or monetary value from Company at any time. You acknowledge that you do not own the User Account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Company on Company servers, including any data representing or embodying any or all of your Company Property. You agree that Company has the absolute right to manage, regulate, control, modify and/or eliminate Company Property as it sees fit in its sole discretion, in any

general or specific case, and that Company will have no liability to you based on its exercise of such right. All data on Company's servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, USER ACCOUNT HISTORY AND USER ACCOUNT CONTENT RESIDING ON COMPANY'S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN COMPANY'S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. COMPANY DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON COMPANY'S SERVERS.

For the avoidance of any doubt, Company Content and Company Property as defined above do not include the content, trade marks, intellectual property or other rights or property belonging to third party advertisers (including but not limited to Platform Advertisements as defined in Section 7 and Creator Advertisements) that may appear on the Service (including but not limited to that within banner advertisements or within a stream). All such third party content, property and rights belongs to its respective owners.

4. Paid Services

4.1 Billing Policies.

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to our Pricing and Payment Terms, as we may update them from time to time. Company may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our Pricing or Payment Terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms.

4.2 No Refunds.

You may cancel your User Account at any time; however, there are no refunds for cancellation, except where required by applicable law. In the event that Company suspends or terminates your User Account or these Terms, you understand and agree that you shall receive no refund or exchange for any Company Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your User Account, or for anything else.

4.3 Free Trials

We or our third-party service providers may offer free trials to a particular Service, with the applicable duration of the free trial as specified at the point of offer. We or our third-party service provider will automatically bill your payment method on the later of the day your free trial ends or the day you start your paid subscription, and on each recurring billing date thereafter, subject to Section 4.4. You will not receive a notice that your free trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Pacific Time (PT) on the last day of your free trial period. If you cancel your subscription during a free trial, cancellation may be effective immediately.

4.4 Automatic Renewal of Subscription Fees.

IF YOU SIGN UP FOR A SUBSCRIPTION, THE CORRESPONDING FEES AT THE RATE AS SET FORTH IN YOUR USER ACCOUNT AND/OR ON THE CHECKOUT PAGE WILL AUTOMATICALLY RENEW EVERY MONTH ON A CONTINUOUS BASIS UNLESS AND UNTIL YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION. ANY NOTICE OF CANCELLATION MUST BE SUBMITTED ON YOUR SUBSCRIPTIONS SETTINGS PAGE AND WILL BE EFFECTIVE IN THE MONTH FOLLOWING THE MONTH YOU PROVIDE US NOTICE. YOU UNDERSTAND THAT UNLESS AND UNTIL YOU NOTIFY US OF YOUR CANCELLATION, YOUR SUBSCRIPTION AND ALL CORRESPONDING FEES WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE US OR OUR AUTHORIZED THIRD-PARTY PAYMENT PROVIDER (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO CHARGE YOU THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

4.5 Payment Information; Taxes.

We accept various payment methods through Stripe and PayPal, including Mastercard, Visa, and American Express. By using the Service, you agree to be bound by Stripe's Services Agreement available at https://stripe.com/us/legal, and PayPal's User Agreement available at https://paypal.com/us/legalhub. All information that you provide in connection with a purchase or transaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect

when such charges are incurred. You will pay all applicable taxes, if any, relating to any such purchases and transactions.

4.6 Payments

Unless otherwise agreed by the parties in writing, if applicable, Company shall remit payments due to you hereunder no later than thirty (30) days after the end of each calendar month in which the applicable fees are received. Payment shall be in the form you select when you register for the Service, or as subsequently updated as permitted by the Service. Payments shall only be made in those months in which the amount due to you totals at least $10. Unpaid amounts due shall accrue until the next month in which the amount due is at least $10. Company reserves the right to withhold payment or charge back to your User Account any amounts otherwise due to us under these Terms, or amounts due to any breach of these Terms by you, pending Company's reasonable investigation of such breach. Company also reserves the right to withhold payment or charge back to your User Account any amounts subject to dispute, such as in the case of credit card charge backs, pending successful resolution of the dispute. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your User Account, which includes without limitation applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your payments until you provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. Any third-party fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Service. If you dispute any payment made hereunder, you must notify Company in writing within thirty (30) days of such payment or from when you purport such payment would have been due, whichever is earlier. Failure to so notify Company shall result in the waiver by you of any claim relating to such disputed payment. Payment shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under these Terms and you shall have no audit rights hereunder. We may withhold any taxes or other amounts from payments due to you as required by law. In the event an enforceable government or court order is received for garnishment, deduction, or withholding of funds in your Kick balance, all requested funds will be remitted to the requesting agency. Any remaining funds will be remitted as a one time manual payout to

your connected payout method prior to possibly discontinuing your affiliate or partner status at our discretion.

4.7 Commercialization of platform content and tools

From time to time, Kick may make available certain platform content and tools as part of the Service that allow certain Users who meet eligibility criteria to commercialize their on-platform activity. In respect of such platform content and tools or otherwise, Kick retains the exclusive right to commercialize the Service, and reserves the right to withhold any commercialization payments at its sole discretion in the event of a violation of these Terms or applicable policies. Kick reserves the right to add, remove, amend, or update any such platform content or tools at its sole discretion, and your use and the availability of any such content or tools will be governed by these Terms and any applicable policies. The following terms apply to platform content and tools currently offered:

(a) KICKs and Gifts - Users may commercialize their on-platform activity in connection with the activation of Gifts, which are digital experiences activated through the exchanging of KICKs, by other Users. Any use and commercialization in connection with KICKs and Gifts is governed by the KICKs Usage Policy (which terms are incorporated herein).

(b) Subscriptions - Users may commercialize their on-platform activity in connection with the purchase or gifting of Subscriptions. Subscription product offerings, including prices and rates for Subscriptions, will be determined by Kick in its sole discretion and in accordance with applicable law.

(c) Advertising - Users may commercialize their on-platform activity in connection with Platform Advertisements (as defined in Section 9) in accordance with these Terms and as determined by Kick in its sole discretion.

4.8 Digital Content

(a) KICKs and Gifts, and other digital products or experiences (together, "Digital Content") offered by Kick, are licensed to you for use on the platform as part of engaging with and enjoying the Service. Digital Content cannot be sold or transferred to third parties, including other Users, cannot be used outside the Service, and cannot be exchanged for cash or for any other goods or services. Digital Content represents a limited license right, governed solely by

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these Terms and any applicable policies (including the KICKs Usage Policy), and is not property nor a substitute for real currency. You acknowledge that you do not have any property or proprietary rights, or other ownership interest, in Digital Content.

(b) Further to Section 4.2, all purchases or activations of Digital Content are final and non-refundable, except where required by applicable law. You may not obtain a refund for KICKs that have been purchased. Once KICKs have been used to activate a Gift, such KICKs will not be returned. Kick may revoke any associated Digital Content in the event of a chargeback, refund or other dispute.

(c) You may not purchase, sell, barter, or trade any Digital Content, or offer to purchase, sell, or trade any Digital Content (including for money or any other consideration or items of value whether inside or outside of the Service). You acknowledge and agree that any such attempted transfer will be null and void.
(d) The risk of loss for Digital Content passes to you upon your purchase, acquisition, or licensing thereof. We are not responsible for any loss, damage, or unauthorized use of your Digital Content after the transaction is complete.

(e) Further to Section 9, Kick does not guarantee that Digital Content will be available at all or at any given time. Kick does not guarantee that we will continue to offer Digital Content for any particular length of time. Kick may modify Digital Content at its sole discretion, and such modifications may make Digital Content more or less common, desirable, effective, or functional. Kick may immediately suspend or terminate Digital Content for any or no reason, in our sole discretion, and without advance notice or liability. If Digital Content is discontinued by Kick, you may have an amount of time deemed reasonable by Kick in its sole discretion from the date that termination is announced to use your remaining Digital Content. Any purchased or accumulated Digital Content remaining in your account after such amount of time has lapsed at the date of termination will be forfeited and no compensation will be provided.

(f) Kick may increase or decrease the number of KICKs required to activate a Gift, withdraw any Gifts, and restrict any Gift or Gift activation at any time, even though such changes may affect the utility of Digital Content, or the ability to experience certain Gifts. You should not rely upon the continued availability of any Gift.

(g) Further to Section 3, Kick reserves the right to change and update any Digital Content on offer without notice. Kick reserves all rights, title, and interest in Digital Content, and all associated copyrights, trademarks, and other Intellectual Property Rights therein. Except as required by applicable law, any unused Digital Content will be forfeited to Kick upon termination or deletion of your account.

4.9 California Residents.
The provider of services is Kick. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

5. Security
Company uses reasonable security measures to protect User Content against unauthorized copying and distribution. However, Company does not guarantee that unauthorized copying, use, or distribution of User Content by third parties will not occur. To the fullest extent permitted by applicable law, you agree that Company is not liable for any unauthorized copying, use, or distribution of User Content by third parties and you release and forever waive any claims against Company for such unauthorized copying or usage of the User Content, under any theory.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SECURITY MEASURES USED BY COMPANY TO PROTECT USER CONTENT ARE PROVIDED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES, OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS, OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS, OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

6. DMCA Notice
Since we respect artist and content owner rights, it is Company's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998. If you believe that your copyrighted work has been copied in a way that constitutes copyright

infringement and is accessible via the Service, please notify Company's copyright agent as set forth in Company's DMCA & Copyright Policy.

7. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, advertisements or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Company's Privacy Policy do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content, including User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

The Service may also feature advertising and promotions of any nature sold, served, or displayed in connection with the Service by Company or any of its affiliates, agents or vendors that are placed by Company but not owned by the Company ("Platform Advertisements"). You agree that Company may run Platform Advertisements on or around your User Content (including within streams) and that Company is not responsible for any conflict between Platform Advertisements and your own third party sponsorships, endorsements, promotions, or exclusive arrangements. You expressly relieve Company from any and all liability arising from the content of Platform Advertisements or any perceived endorsement or association created by their placement on or around your User Content. Except where otherwise agreed in writing, you are not entitled to any compensation for Platform Advertisements. Additionally, Company is not obligated to display any Platform Advertisements on your Kick Channel or on or around User Content and Company may determine the type and format of all Platform Advertisements on the Service. In addition, you are solely responsible for Creator Advertisements. You represent and warrant that any Creator Advertisements will comply with these Terms and all applicable laws.

8. Indemnity

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You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorney's fees) arising from: (a) your use of and access to the Service, including any data or content transmitted or received by you; (b) your violation of any term of these Terms, including your breach of any of the representations and warranties above; (c) your violation of any third-party right, including any right of privacy or Intellectual Property Rights; (d) your violation of any applicable law, rule or regulation; (e) User Content or any content that is submitted via your User Account including misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE (INCLUDING BUT NOT LIMITED TO PLATFORM

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ADVERTISEMENTS AND CREATOR ADVERTISEMENTS) OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.
FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (f) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (g)

USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING (i) THE AMOUNT YOU PAID TO COMPANY (BUT, FOR CLARITY, NOT INCLUDING ANY AMOUNTS YOU HAVE PAID TO ANY OTHER USER OF THE SERVICE) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR (ii) $100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN COMPANY AND RECEIVED THROUGH OR ADVERTISED ON THE SERVICE (INCLUDING BUT NOT LIMITED TO PLATFORM ADVERTISEMENTS AND CREATOR ADVERTISEMENTS) OR RECEIVED THROUGH ANY REFERENCE SITES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Dispute Resolution and Agreement to Arbitrate on an Individual Basis

11.1 General

(a) PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU AND COMPANY TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND COMPANY CAN SEEK RELIEF FROM EACH OTHER.

(b) By agreeing to these Terms, and to the extent permitted by applicable law, you and Company agree that any and all past, present and future disputes, claims or causes of action between you and Company arising out of or relating to these Terms, the Service, the formation of these Terms or any other dispute between you and Company or any of Company's licensors, distributors, suppliers or agents (including any application store or platform from which the Service is accessed or downloaded), and whether arising prior to or after your agreement to this Section, (collectively, "Dispute(s)") will be governed by the procedure outlined below. Unless you are an Australian User, you and Company further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.
(c) "Country of Residence" for purposes of this Section means the country in which you hold citizenship or legal permanent residence, as well as any country from which you regularly access and use the Service. If more than one country meets that definition for you, then your country of citizenship or legal permanent residence shall be your Country of Residence, and if you have more than one country of citizenship or legal permanent residence, it shall be the country with which you most closely are associated by permanent or most frequent residence.

11.2 Informal Dispute Resolution.
Company wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Company, you agree to try to resolve the Dispute informally by contacting support@kick.com. Similarly, if you have provided an email address to us as part of your User Account registration, Company agrees to do the same. If a dispute is not resolved within thirty (30) days after the email noting the Dispute is sent, you or Company may initiate an arbitration proceeding as described below.

11.3 We Both Agree to Arbitrate
By agreeing to these Terms, and to the extent permitted by applicable law, you and Company each and both agree to resolve any Disputes - including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate - through final and binding arbitration as discussed herein.

11.4 Opt-out of Agreement to Arbitrate.
You may decline this agreement to arbitrate by contacting support@kick.com within thirty (30) days of first accepting these Terms and stating that you (include your first and last name, and username) decline this arbitration agreement. By opting out of the agreement to arbitrate, you

will not be precluded from using the Service, but you and Company will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

11.5 Arbitration Procedures and Fees.

(a) If the parties are unable to resolve any Dispute pursuant to Section 11.2 above, the Dispute shall be finally settled under the Rules of Arbitration (the "Rules") of the International Chamber of Commerce ("ICC") by a sole arbitrator in accordance with the Rules. An arbitration proceeding under this Section 11.5 shall be conducted in London, England, and shall be conducted in the English language. If your Country of Residence is the United States, this Section (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

(b) Notwithstanding any language to the contrary in this Section 11.5, if a party seeks injunctive relief that would significantly impact other Users or damages of at least $1 million as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis (unless a party is an Australian User), but will be handled by a panel of three (3) arbitrators, wherein each party shall select one arbitrator and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may - if selected by either party or as the chair by the two party-selected arbitrators - participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

(c) The decision or award of the arbitrator(s) shall be in writing and is final and binding on both parties. The arbitration panel shall award the prevailing party its fees and costs in accordance with the Rules. The arbitration panel may only award damages as provided for under the terms of these Terms and in no event may punitive, consequential and special damages be awarded.

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In the event of any conflict between the Rules and any provision of these Terms, these Terms shall govern.

11.6 Arbitration Shall Proceed Individually
This Section 11.6 does not apply to Australian Users.

Regardless of your Country of Residence or the rules of a given arbitration forum, you and Company agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Company may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Company will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

11.7 Class Action and Collective Arbitration Waiver.
This Section 11.7 does not apply to Australian Users.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF SECTION 11.6 OR SECTION 11.7 ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

12. General

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12.1 Governing Law.
You agree that: (a) the Service shall be deemed solely based in England and Wales; and (b) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than England and Wales. These Terms shall be governed by English law, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce.

12.2 Assignment
These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

12.3 Interpretation
The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

12.4 Notification Procedures and Changes to these Terms.
Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Service.

12.5 Entire Agreement/Severability.

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These Terms, together with any amendments and any additional agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service. Except as otherwise stated in Section 11.7, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

12.6 No Waiver.
No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

12.7 Contact
Please contact us at support@kick.com with any questions regarding these Terms.

13. SMS
13.1 General
Kick is a streaming platform. Kick provides SMS communications targeted at users and streamers.

SMS messages sent through our 97770 dedicated short code are sent by employees to our customers for notification of either service events and/or maintenance windows regarding the services provided.

Communications through our short codes services are on an opt-in basis. CTA will be advertised on the web to Employees only; the SC will not be marketed.

13.2 Opt-In/Opt-Out
User will opt in to the short code program via keyword ("KICK"). Message and data rates may apply. Msg freq. varies per user. Text "HELP" to 97770 for help. Text "STOP" to cancel.

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You can cancel this service at any time. Just text "STOP" to 97770. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us.

13.3 Help
If at any time you forget what keywords are supported, just text "HELP" to 97770. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

13.4 Participating carriers
AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, and Cricket. T-Mobile is not liable for delayed or undelivered messages.

13.5 Rates
As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

14. Support
For support, please email us at support@kick.com.

15. Privacy Policy
If you have any questions regarding privacy, please read our Privacy Policy which can be found at https://kick.com/privacy-policy .

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Annex B: Kick Community Guidelines

Updated 19/03/2026

Understanding Community Guidelines

At Kick, we aim to be a creator-led platform. We support creators safely expressing themselves to stream entertaining and engaging content. To stay within the boundaries outlined in our Terms of Service, we have developed these Community Guidelines, setting out expectations while interacting with our service. They are primarily for the benefit of creators, though moderators and viewers should also engage with our platform in line with these standards. Violations of these Guidelines are likely to be a violation of our Terms of Service.

Evaluating Full Context

The nature of live streaming requires a moderation approach that carefully evaluates the full context when assessing content for potential breaches. We consider factors such as a creator's intent, involvement, reaction, outcome, external influences and channel history to determine the most appropriate and proportionate action. While context is considered for most themes, Kick maintains a zero-tolerance policy for certain high-impact violations, including the protection of minors and incitement of terrorism, where context will not mitigate enforcement action.

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Intent

A creator's intent is an important part of our review process. We evaluate this by examining the level of involvement in escalating issues and any reaction as events unfold. While our team looks for evidence that a stream is being managed responsibly for entertainment, we also assess whether a harmful situation could have been reasonably anticipated or prevented.

Outcome

The outcome and impact of content streamed are key drivers in moderation and enforcement decisions. Moderators consider the output of content with the impact and potential harm caused by what was viewable. Creators are responsible for all content streamed on their channel, and certain high-risk outcomes may result in enforcement regardless of surrounding context. Repeated violations will lead to increasingly severe enforcement action.

Moderator Summary

Ensuring a channel remains in line with platform standards requires a clear understanding of how different content themes carry varying levels of risk. By identifying the difference between low, moderate and high risk scenarios, creators can better navigate potential issues before they result in a violation. Our moderation team assesses whether a creator's actions contributed to a harmful situation escalating and the resulting display of content streamed on their channel. Ultimately, we consider a wide range of influential factors to ensure every report is handled fairly while prioritizing the overall safety and integrity of the platform.

Guideline 1

Sexual Conduct

Kick supports a wide range of creative content while ensuring the platform maintains a high standard of safety and community integrity. Suggestive themes are permitted within appropriate contexts, but these instances must involve consenting adults and be strictly age-restricted at all times.

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Creators are responsible for ensuring their content does not cross into prohibited material. This includes avoiding excessively erotic depictions, inappropriate enactments, nudity or camera angles that emphasize sensitive areas. Further, we do not permit the creation, intentional display or sharing of pornography, nor do we permit any form of sexual extortion.
Responsible streaming with awareness of these standards allows creator freedom while ensuring the platform remains respectful of our diverse community.

Guideline 2

Protection of Minors

The safety and protection of minors is a fundamental priority for Kick. Users are expected to maintain a safe environment for underage individuals. This applies to all interactions across the platform and ensures that the safety of younger individuals is never compromised for entertainment.

We maintain a strict policy regarding the sexualization, exploitation or harm of minors. Creation, dissemination or instruction of Child Sexual Abuse Material (CSAM) in any form is illegal and not permitted under any circumstances. We do not allow content that depicts minors being groomed, harmed or involved in illegal activities.

Unsupervised interactions involving minors on randomized video chat platforms are not permitted. If a creator encounters someone they reasonably believe to be underage, they must disengage and skip through to the next interaction immediately. Any streams featuring minors must take place with the knowledge and supervision of a parent or legal guardian.

Guideline 3

Violence

Extreme violence, graphic gore and unwanted aggression that poses a serious risk or results in significant harm is not permitted.

Context is always considered. Certain depictions of violence, such as in professional sporting events, can be expected as part of the activity. This situation would be treated differently from content that promotes or normalizes serious harm.

Content involving animals is also assessed with context in mind. Unnecessary suffering or harm, including illegal or abusive practices, is prohibited. Legal activities, such as regulated hunting or cultural practices, are permitted.

Guideline 4

Terrorism

We do not permit content that incites, promotes or displays acts of terror or violent extremism. This includes any content that seeks to radicalize users or instructs acts of terror, as well as any content involving radicalization, recruitment or propaganda on behalf of recognized terrorist organizations.

Guideline 5

Hate Speech

Our moderation approach is guided by the needs of our global audience and the regulatory standards we uphold. We are a creator-led platform that values responsible freedom of expression, however, we do not permit hate speech against individuals or groups based on race, religion, sexual orientation, gender, disability, or other demographic identifiers. This includes communication that plans, incites, or coordinates violent action or calls for harm against these groups.

Context is crucial in evaluating these reports. Words that may be acceptable in some situations can take on an entirely different meaning in different contexts. As live streaming involves real-time unpredictability, our moderation team takes a considered approach to determine a balance between supporting free expression and maintaining a safe space. We assess the full context of content, including the creator's intent, their level of involvement, and whether the content crosses into coordinated harassment or calls for action.

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We encourage creators to foster discussion and creativity while remaining mindful of how their content affects others. We support open dialogue, but provocative language must not be intended to incite violence or normalize serious harm.

Guideline 6

Personal Safety and Self-Harm

The safety of our community is a priority. We do not permit content that promotes, encourages, or instructs acts that pose a serious risk to personal safety, including self-harm or suicide. This standard extends to the depiction of substance abuse, eating disorders, and the reckless endangerment of oneself or others. High-risk activities or dangerous stunts should only be performed by professionals, and creators must not put themselves in unsafe situations that could lead to serious injury or death.

We also prohibit the sharing of graphic or triggering content related to self-harm, as well as any discussion regarding plans to commit self-harm. To maintain the integrity of our support systems, we do not allow the solicitation of financial support or subscriptions through the exploitation of personal distress.

For support, the following available resources are published on our website: Mental Health on Kick and Crisis Resource List.

Guideline 7

Integrity and Authenticity

We consider integrity and authenticity in engagement to be important in maintaining trust and safety across the platform. Users should be able to rely on interactions, content, and signals of influence being genuine, without deception, misrepresentation or concealed intent that could mislead others or result in harm.

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The sharing of false, widely disproven and unqualified misinformation that can cause real-world harm is not permitted. This may include, but is not limited to, misinformation that undermines civic and political process or is prejudicial to health and safety.

Deceptive or inauthentic behavior is not permitted. This includes scams, chat spam, malicious links, fraudulent services and the misrepresentation of affiliations or identity with predatory intent. The use of bots, engagement manipulation, or third-party tools to artificially inflate views, followers, or interactions is prohibited. If you believe your channel is being targeted with bots then reach out to support@kick.com immediately.

These principles also apply to the use of Artificial Intelligence (AI), where we prioritize transparency and the protection of individual identity. We support the creative and innovative use of AI, provided that all AI-generated content is created with informed consent and clearly disclosed to the community where it mimics reality. In line with our commitment to authenticity, users must not use AI to create or share synthetic media, including deepfakes or voice clones, that misleads viewers about real-world events or the actions of private individuals. This includes a strict prohibition on the creation or distribution of non-consensual intimate imagery, as well as the use of AI to simulate a realistic endorsement or the presence of another person without their express permission. To maintain an environment built on trust, any stream utilizing AI to generate realistic content should be clearly disclosed to viewers through the stream title or an on-screen overlay.

Unauthorized gaming hacks, cheats, or exploits that provide unfair advantages, particularly in multiplayer or competitive environments, are not allowed.

Guideline 8

Doxxing and Privacy

Respecting the privacy of others is critical to maintaining a safe community. Doxxing, or the unauthorized release of private personal information or non-consensual intimate images, is strictly prohibited. Commentating on other streamers is allowed, but sharing their private contact details or other sensitive information is not.

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Any activity that facilitates harassment through exposure of private data violates our standards. Respecting privacy includes technical integrity. Users must not deploy unauthorized scripts, 'fingerprinting' technologies, or third-party tools to track other users off-platform.

Guideline 9

Public Safety, Order and Disturbances

Creators must avoid actions that cause significant public disruption or panic. This includes pranks designed to incite fear and any conduct that leads to the unnecessary involvement of emergency services. When streaming in public or sensitive areas, creators are required to follow local laws and ensure they are not harassing or exploiting unwilling participants or vulnerable individuals. Conduct that creates a serious risk of physical harm, such as dangerous driving, the reckless operation of machinery, or endangering bystanders, is not permitted. Enforcement action will be proportionate to the creator's intent and the resulting risk of harm.

Guideline 10

Lawfulness

Creators must comply with all applicable local laws while streaming. This includes regulations related to copyright, intellectual property, trespassing, illicit substances, public nuisance, and any activity that may endanger themselves or others. We take into account both the severity and frequency of any violations, and serious or repeated offenses may result in enforcement actions, including account suspension or removal. We may cooperate with authorities across jurisdictions when necessary, and users are responsible for understanding and following the laws in the regions where they create or share content. Compliance with local law ensures the safety of both creators and viewers and helps maintain the integrity of the platform.

Guideline 11

Gambling

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Creators must follow the gambling laws in their jurisdiction. Gambling involving funds provided by other users, such as requiring “buy-ins” to participate in giveaways, is strictly prohibited. Under no circumstances may minors participate in gambling-related activities.

Creators may share affiliate links or engage in sponsored gambling content provided they comply with all applicable local laws and regulations. Sponsored gambling is permitted only for platforms holding valid licenses in the relevant jurisdiction. Creators must clearly disclose the presence of affiliate links. Disclosures should be clear and conspicuous, placed close to the link or mentioned audibly during the stream. Gambling streams must include proper age-labeling and categorization.

ADDITIONAL STANDARDS

Channel Identity and Presentation

Usernames and profile information should remain appropriate and within the bounds of these Community Guidelines. Streams should be placed in the most accurate category to reflect the nature of the content being shared, and 18+ labels must be applied where appropriate.

Kick supports your brand partnerships, but transparency is a requirement for platform integrity and legal compliance. You must use the “Branded Content” tool to notify viewers of a paid partnership. Paid promotions must include a visual overlay (e.g. #Ad or #Sponsored in the livestream title) and a verbal disclosure at the beginning of a sponsored segment. Creators should avoid vague terms like 'Partner' or 'Collab'; use plain language such as 'Paid Promotion' to ensure viewers understand the commercial nature of the content.

Stream Management and Tools

Channel owners have final responsibility for the content streamed on their channel, including the appropriateness of stream titles, pinned messages, and links. This responsibility also extends to emotes, whether created by the channel owner or their moderators. While creators who have been indefinitely banned from Kick may briefly appear in your streams, they should not be the primary focus for prolonged periods. Links to illegal websites are strictly prohibited.

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Kick products and tools, including Channel Points and Kicks, are designed to foster positive community experiences. Users are expected to interact responsibly, as any use that undermines the integrity of these tools may result in the loss of features or account restrictions.

Reporting and Safety

We provide an easily accessible Report button because we prioritize the safety of all members. If you encounter a user engaging in conduct that goes against our Guidelines, please use this feature to alert our moderation team or contact us at support@kick.com. Your reports are vital to our process, as we take all reports seriously and investigate them thoroughly.

How We Apply Enforcement Action

Our enforcement actions may vary depending on the severity and frequency of the actions. Our primary goal is to work collaboratively with our creators to address and correct improper behaviors. We believe in reformative efforts whenever possible and where creators genuinely course correct.

Our enforcement actions may involve warnings in chat, via email or post-stream. To uphold safety standards we may also apply chat muting, revocation of privileges, added restrictions, content removal, temporary or indefinite account suspensions and in serious cases permanent account bans.

Our moderators may apply a more severe ban based on channel suspension history, including frequency and types of bans.

Appeals Process

If your channel has been suspended and you wish to appeal the decision, you may contact appeals@kick.com for consideration of a reduced suspension or channel reactivation.

Cooperation with Authorities

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Kick regularly engages with law enforcement and regulators through proactive notifications and responses to formal law enforcement and regulator requests.