

## **TERMS OF USE FOR FELLAS LOADED**

Last modified: December 2023

Couple Keys Limited ("we," "us," "our") is the owner and operator of the Fellas Loaded platform available at <https://fellasloaded.com/> and all its hosted content ("Fellas Loaded").

These Terms and conditions, in conjunction with our Privacy Policy and Cookie Policy ("Terms"), govern and apply to all usage of Fellas Loaded, including subscriptions. Our Privacy Policy and Cookie Policy, accessible here, outline our procedures for handling and safeguarding your personal information.

Please carefully read through these Terms before you access, utilise, or subscribe to Fellas Loaded. By accessing, using, or subscribing to Fellas Loaded, you acknowledge and accept these Terms.

We may find it necessary to modify these Terms to align with changes in legislation, best practices, or to accommodate new features we may introduce. Unless otherwise specified, all revisions will become effective upon the posting of updated Terms. Your continued access to or utilisation of Fellas Loaded following such updates constitutes your agreement to be bound by the amended Terms.

### **USER ELIGIBILITY FOR FELLAS LOADED**

1.1. To utilise Fellas Loaded and subscribe to its services, you must be a minimum of 18 years old, with exceptions as detailed below.

### **ACCOUNT CREATION**

2.1. To become a Fellas Loaded subscriber, you are required to register and provide certain information while selecting a password.

2.2. You commit to providing accurate, complete, and truthful information during the registration process. It is your responsibility to ensure that all information associated with your account remains up to date.

2.3. Your chosen password is personal and must not be shared with third parties without our prior written consent.

2.4. If you suspect any compromise of your password or account, you must promptly notify us. You are responsible for safeguarding the confidentiality of your account details and are liable for any use of Fellas Loaded via your account.

2.5. We reserve the right to refuse user account creation, limit the number of accounts, or impose additional requirements at our discretion.

### **FELLAS LOADED SUBSCRIPTIONS**

3.1. To access Fellas Loaded's complete features, you must register and subscribe. Details regarding Membership Benefits and pricing can be found here:

<https://www.fellasloaded.com>. These Membership Benefits and prices may change periodically.

3.2. Currently, two subscription options are available as listed below. A subscription begins when you sign up and submit payment using a valid Payment Method (defined below).

3.2.1. Monthly subscription: This subscription renews automatically each month, with the monthly fee charged to your Payment Method on or around the date of your initial payment. For instance, if you subscribe on January 5, your subscription will auto-renew on the 5th of each month, with payment processed accordingly.

3.2.2. Full year subscription: This subscription auto-renews annually, with the yearly fee billed to your Payment Method on or around the anniversary of your initial payment. For instance, if you subscribe on March 1, 2021, your subscription will auto-renew on March 1, 2022, with payment processed accordingly.

## **PAYMENT METHODS**

4.1. You must provide a current, valid, and accepted Payment Method, as specified on the Fellas Loaded payment page. We may update Payment Methods from time to time.

4.2. Failure to charge your account may lead to the termination of your Fellas Loaded access, though we are not obligated to do so.

## **CANCELLING FELLAS LOADED**

5.1. You may cancel your subscription at any time before it renews by modifying your subscription settings within Fellas Loaded, unless otherwise communicated.

5.2. Following cancellation, you will maintain access to your subscription until the end of your current prepaid subscription period unless otherwise communicated. We do not provide refunds for payments made for active usage of the Fellas Loaded service during your subscription period when you choose to cancel before the monthly or annual renewal (as applicable).

5.3. Cancelling your subscription or its termination results in the loss of access to all Fellas Loaded features and content.

## **USAGE OF FELLAS LOADED**

6.1. Complying with these Terms grants you a limited, non-exclusive, personal, non-transferable, and revocable licence to access Fellas Loaded solely for your personal, non-commercial use. This licence remains valid until i) public content is removed or access disabled and ii) paid content remains accessible upon subscription fee payment. No other rights to Fellas Loaded, its content, or our intellectual property rights are conferred.

6.2. Prohibited actions include:

6.2.1. Using, copying, transferring, or distributing Fellas Loaded or its parts;

6.2.2. Altering, adapting, merging, translating, decompiling, disassembling, or reverse engineering Fellas Loaded;

6.2.3. Circumventing technological measures or territorial restrictions;

6.2.4. Modifying or tampering with copyright, trademark, or other notices; or

6.2.5. Employing Fellas Loaded for illegal, unlawful, or immoral purposes.

6.3. Fellas Loaded may contain links to or integrate with Third Party Websites. These independent sites are not under our control, and we do not verify or approve their content or

privacy policies (if any). Your decision to use such independent sites, including making purchases from them, is at your discretion.

6.4. Compliance with Third Party Websites' terms and those of any Membership Benefit provider is mandatory from time to time, including Vimeo.

## **PRIZE COMPETITIONS**

7.1. Overview: Fellas Loaded subscribers may participate in prize competitions ("Competitions") from time to time. Specific details for each Competition are available on the Competition Information Page, supplemented by any terms therein. In case of conflicts, Competition Information Page terms prevail.

7.2. Eligibility: To enter a Competition, you must:

7.2.1. Maintain a valid Fellas Loaded subscription during entry and winner selection;

7.2.2. Follow the steps outlined on the Competition Information Page and these Terms, including skill-based questions;

7.2.3. [Reside in and be physically located in a lawful jurisdiction for such Competitions as specified in these Terms];

7.2.4. Enter individually, not as part of a group;

7.2.5. Not be connected with Competition administration, such as being an employee or affiliate; and

7.2.6. Satisfy additional criteria in the Competition Information Page.

7.3. Participation is prohibited if you do not meet the specified eligibility requirements.

7.4. No payment is required for Competition entry.

7.5. One entry per Fellas Loaded subscription per competition; duplicate entries are disregarded.

7.6. Entry process is detailed on the Promotion Period Competition Information Page.

7.7. Additional costs may apply for prizes or benefits delivered via Fellas Loaded.

7.8. Winner Selection: Winners are chosen based on correct answers to skill-based questions, and odds depend on entry numbers. Winners are notified via email within the time specified on the Competition Information Page, with potential verification requirements. Failure to respond promptly may result in another winner being selected.

7.10. In-Person Prizes: Terms apply for prizes involving live or in-person events, including age restrictions, behaviour expectations, and image recording consent.

7.11. Disqualification: Disqualification may occur for rule violations, incorrect information, fraud, dishonesty, or conduct harming our reputation. We may also disqualify participation that could cause negative press coverage.

7.12. Cancellation: We may cancel, delay, or recommence Competitions at our discretion, with reasonable attempts to provide alternative Prizes.

## **ACCOUNT TERMINATION**

We reserve the right to suspend, disable, or delete your account (or parts thereof) without refunds if you violate these Terms or harm our reputation or goodwill. Re-registration or using Fellas Loaded under a different user name or profile will not be allowed.

## **WARRANTY AND LIABILITY LIMITATION**

9.1. We warrant only our entitlement to grant the rights described herein.

9.2. Except as expressly provided in these Terms and to the extent permitted by law:

9.2.1. Our liability, warranties, and remedies are limited, accepting liability for direct loss due to breaches of warranties as described in these Terms;

9.2.2. Liability is limited to the value of purchases made in the six months preceding the loss or damage, or £10 if no purchases were made;

9.2.3. Exclusion of all other representations, warranties, conditions, and terms, except fraudulent representations;

9.2.4. We are not liable for consequential loss or damage arising from Fellas Loaded use, errors, property damage, data loss, goodwill loss, business loss, or loss of profit, whether due to negligence or otherwise;

9.2.5. Fellas Loaded is not intended for commercial use, and we are not liable for commercial damage or loss;

9.2.6. Modification of Fellas Loaded not conducted by us is not our liability;

9.2.7. Fellas Loaded is provided "as is" with no warranties, express or implied, including satisfactory quality, merchantability, fitness for a specific purpose, or non-infringement;

9.2.8. Uninterrupted or error-free Fellas Loaded operation is not guaranteed. Maintenance or updates may temporarily render Fellas Loaded unavailable.

9.3. Statutory rights are unaffected. This includes:

9.3.1. Liability for personal injury or death caused by negligence or fraudulent representations;

9.3.2. Faulty paid content delivery;

9.3.3. Repair or compensation if Fellas Loaded damages your device due to our lack of reasonable care.

## **INDEMNITY AND REMEDIES**

You agree to indemnify, defend, and hold harmless us and our affiliates, officers, directors, licensors, service providers, partners, employees, agents, and licensees ("Indemnified Parties") against any liabilities, claims, costs, and expenses (including legal fees) arising from your breach of these Terms or your use/misuse of Fellas Loaded. You must cooperate fully in defending any claims, and we may assume exclusive control over the defence if we choose.

## **SEVERABILITY**

Should any provision of these Terms be deemed unenforceable by a court or competent tribunal, it shall be enforced to the maximum extent permitted, while the remaining portions of these Terms remain in full force and effect.

## **ASSIGNMENT**

We may transfer this agreement to another organisation at our discretion. You are not permitted to transfer our rights and obligations.

## **APPLICABLE LAW**

13.1. These Terms are subject to English Law, with the courts of England having exclusive jurisdiction, to the extent permitted by applicable local law.

## **CONTACT DETAILS**

Email: [LoadedSupport@fellasstudios.com](mailto:LoadedSupport@fellasstudios.com)