

Scope and Nature of the Program

§ C1 This Section governs participation in the Flightsim.to Creators Program (“Program”). Where there is any conflict between the General Terms and Conditions of our Platform and this Section, this Section shall prevail.

§ C1.1 Participation in the Creators Program is a privilege we provide on a voluntary basis and not a right. Flightsim.to may modify, suspend, or terminate the Program or your participation in the Program at any time, with or without notice. There is no entitlement to continued participation. Flightsim.to contributes to the Creators Program at its own discretion, and we do not guarantee the system to remain live for an indefinite amount of time or that our contributions to the Creators Program remain consistent.

§ C1.2 As a creator, you act as an independent contractor and not as employee, agent, partner, or representative of the Platform. Nothing in these terms shall be construed as creating an employment relationship, partnership, joint venture, or agency relationship.

§ C1.3 As a creator, you provide digital content, community engagement, and/or related support services (“Creator Services”) to us. We purchase Creator Services from you and resell them as part of our products and offerings to our end users. For the term of this Agreement, you explicitly grant us the right to commercialize the Creator Services.

Program Overview

§ C2 The Creators Program allows you to opt-in to receive earnings derived from platform-defined metrics, Creator Services, orders in the marketplace or other monetary rewards. Transactions made outside Flightsim.to (e.g. through PayPal, Buy Me a Coffee or other external platforms) are explicitly excluded from the Program and these terms.

§ C2.1 Any digital content you provide to the Platform, including but not limited to mods, add-ons, or user-generated content, are provided on a non-exclusive basis.

§ C2.2 You acknowledge and agree that any monetary support or payment received in the form of Platform Credit constitutes consideration for the provision of digital content creation and related services in a business-to-business transaction, even if such payments are labeled as ‘donations’, ‘tips’, or ‘support’. For the avoidance of doubt, any reference to ‘donations’ refers to payments made in connection with your Creator Services on the Platform and does not constitute a gratuitous transfer. Such payments are collected by us in our own name and for our own account. We subsequently compensate you as consideration for the resale of your Creator Services in accordance with these terms. You are entitled to compensation calculated based on the transactions associated with your Creator Services, as further specified herein.

§ C2.3 For any monetary transaction on the Platform, Flightsim.to acts as the contractual intermediary and reseller of your Creator Services. Participation in the Creators Program does not establish any direct contractual relationship between you and an end user. All

transactions, monetary support, and access to digital content under the Creators Program are conducted exclusively between the respective end user and the Platform, and between the Platform and the respective creator on the other hand.

Creator Eligibility and Application

§ C3 To be eligible to apply for the Creators Program, you must meet certain criteria defined on the Flightsim.to Creators Program application page. These criteria are subject to change at our discretion. Meeting these criteria does not guarantee acceptance into the Program, as final approval is at the sole discretion of Flightsim.to.

§ C3.1 In any case, you must be at least 18 years old and of legal age in your jurisdiction.

Teams and Revenue Sharing

§ C4 If you participate as part of a team, you may register on behalf of that team. You are solely responsible for distributing earnings among team members. Flightsim.to will not mediate or participate in internal revenue distribution.

§ C4.1 We may apply fees to certain features, services, or transactions as part of the Creators Program or the Platform generally. Such fees may concern your earnings and compensation and may change from time to time to our discretion. Any applicable fees will be clearly disclosed at the time of the relevant action and displayed in the corresponding areas of the user interface prior to completion of the action. If our fees change, you will be notified through on-site notification. Such fees may, for example, apply to Direct Creator Transactions, Marketplace Services, Milestones or Early Access features.

Content Ownership, Licensing and Compliance

§ C5 For content to be eligible for the Creators Program and monetary rewards, it must meet one of the following requirements:

- **(a)** The content must consist solely of your original work, created solely by you without incorporating any third-party materials for which you do not hold the rights or have not obtained permission to use; or
- **(b)** the content includes your original work as well as assets that have been explicitly cleared for general commercial use. This means that any nonoriginal elements included in your content must be accompanied by proper licensing or authorization that permits commercialization in the context you are using them; or
- **(c)** the content must consist of the above and/or assets that are not your original work and not licensed for general commercialization, but for which you have obtained explicit permission or explicit license from the asset authors to use for such commercial use cases.

By opting in to the Creators Program, you warrant that you hold all necessary rights, licenses, and permissions to use and distribute the content as described above. You are

solely responsible for compliance with all applicable laws and Flightsim.to content guidelines. Flightsim.to reserves the right to remove content, withhold payments, or terminate participation in cases of actual or suspected violations in relation to content compliance.


§ C5.1 You grant us a non-exclusive, worldwide, royalty-free license to promote and commercialize the content. This license remains effective for the duration of this Agreement.

Earnings, Metrics and No Guarantee

§ C6 Earnings may be generated through various mechanisms defined by Flightsim.to, including but not limited to unique downloads, creator donations, contests, promotions, or other activities. Flightsim.to retains sole discretion over which activities generate earnings, how earnings are calculated, what fees are applied and when earnings are credited or paid out.

Earnings from Downloads

§ C7 Where enabled and once this feature has been officially introduced, creators may earn a certain Platform Credit reward per 1,000 unique downloads on their eligible mods. A “unique download” is counted once per verified user per mod version; requires the user account to be at least three months old and mail-verified; while re-downloads count only if at least 14 days have passed since the previous download of the same mod version.

 Example: A user downloads mod version 1.0 on April 1st. This is considered a unique download. On April 5th, you release a new mod version. The same user downloads the new updated version. Since less than two weeks have passed, this download is not considered unique. However, if the same user downloads the new version on April 22nd, more than two weeks after their last download, this would be considered a unique download for that version.

Marketplace

§ C8 This Section applies to all custom content requests, bounties, or commissions (“requests”) published on the Platform. We may publish requests on behalf of users, describing a desired custom digital content item and associate a specified amount of Platform Credit. As a creator, you acquire a conditional contractual claim against the Platform for payment upon successful fulfillment of such a request.

§ C8.1 The terms and conditions for each request will be displayed on the respective request page prior to acceptance. By accepting a request, you agree to fulfil the terms to the best of your abilities and acknowledge that you will only accept requests you are confident you can complete to a satisfactory standard. You must not accept or reserve requests if it is foreseeable that you will not be able to meet the deadline specified in the request.

§ C8.2 The Platform reserves the right to determine, at its reasonable discretion, whether your delivery fulfills the request. Minor deviations that do not materially impair usability shall not constitute non-performance. Upon confirmed fulfillment, the Platform credits the agreed amount to your internal balance.

§ C8.3 Upon acceptance of a request, a binding contract for services is formed exclusively between you and the Platform.

Donations and Platform Credit

§ C9 Donations within the Platform are made using Platform Credit purchased through Flightsim.to. Platform Credits may be converted to United States dollars (USD) for payout - subject to eligibility - or redeemed for discounts on the Flightsim.to Store where available.

§ C9.1 In the event that an end user initiates a chargeback, refund, or similar action (collectively referred to as "Payment Reversal") for any of their Platform Credit purchases used for a creator transaction, donation or Marketplace request, Flightsim.to reserves the right to reverse the corresponding Platform Credit amount from your account. As such, refunds may reduce your earnings proportionally.

§ C9.2 Flightsim.to may allocate a certain amount of money into a fictitious Donation Pool. This pool will then be distributed among the most active and contributing creators each month. The amount set aside for this pool is determined by various factors including revenue from Premium Memberships, Store Purchases, total website traffic, and other operational expenses, as well as Flightsim.to's financial reserves. At the end of each month, the allocated funds are converted into Platform Credit and added to each creator's balance. The monthly formula divides the total Platform Credit available in the pool by the total unique downloads from all participating mod creators. Contributions and formulas are discretionary and may change at any time. The Donation Pool does not represent a segregated trust or escrow account.

Payouts, Thresholds and Withholding

§ C10 To be eligible for payment of your Platform Credit earned, you must have a minimum balance of **USD \$25.00** in your account. Payouts will be processed **ONLY** through PayPal once the payout threshold of \$25.00 USD has been reached and you have requested such a payout. Payments are only available in United States Dollars and can only be redeemed in whole numbers.

§ C.10.1 If a PayPal withdrawal is unavailable due to national or other restrictions with your PayPal account, no alternative cash payout will be offered, and your earnings will be refunded to your account. You are responsible for maintaining accurate and up-to-date payment information.

§ C10.2 Flightsim.to may withhold your earnings for up to 31 days from the date the credit was received to protect against fraud, chargebacks, legal claims or in cases of violation of the Creator Program terms or illegal activity.

§ C10.3 Payments are processed once per month, typically within the first week of each new month.

§ C10.4 You acknowledge that you are required to provide us with personal information, including but not limited to your full name, full address, country of residence, and tax identification number for taxation and billing purposes. You represent and warrant to us that the information provided is current, accurate, and complete and agree to keep such information up to date during the course of your membership in the Creators Program.

§ C10.5 Flightsim.to explicitly reserves the right to verify the accuracy of the information against official documents, such as your government-issued identification or passport in compliance with the GDPR and our Privacy Policy, and you agree to promptly provide us with proof of such information if requested. In compliance with applicable international regulations, we may be required to hold your payment until such verification has been provided.

Deletion Policy

§ C11 Creators enrolled in the Flightsim.to Creator Program agree to maintain the availability of any content they upload and opt-in to the program for downloads by users. Creators cannot delete content that are opted into the Creator Program:

- (a) during their active participation in the program and
- (b) for a period of at least one month following their termination from the program (regardless of the reason for termination);
- (c) even after termination from the program, content that the Platform has paid for as part of a Marketplace Service, cannot be deleted.

This policy exists to ensure fairness toward users and to protect the integrity of previously compensated downloads. Notwithstanding the foregoing, Creators may request the deletion of content for legal reasons, due to incompatibility, or if the work has been abandoned and superior versions are available.

Taxes and Personal Information

§ C12 You must provide accurate personal and tax information about yourself. If legally mandated or required, Flightsim.to may disclose earnings and your personal information with relevant authorities. You are solely responsible for complying with all tax reporting requirements and for paying the appropriate tax to the relevant governmental entities in accordance with the law applicable to you. Flightsim.to will not be responsible or incur any liability related to taxes on payouts.

§ C12.1 You acknowledge and agree that you are solely responsible for determining your tax obligations, declaring income, paying all applicable taxes, duties and social contributions.

§ C12.2 You hereby certify that you act as an independent entrepreneur or self-employed individual and not as a private consumer in relation to the earning options we provide to you. All monetary amounts, credits, payouts, donations, commissions, rewards, or other forms of compensation received — including but not limited to user donations, requests, commissioned services, performance-based incentives, or similar mechanisms — are treated as consideration for entrepreneurial services rendered. Such amounts may constitute taxable income and do not represent gifts or private donations, regardless of how they may be labeled or described within the user interface.

i For Creators established within the European Union, services provided to the Platform typically qualify as services that trigger reverse charge mechanisms pursuant to Article 44 and 196 of the EU VAT Directive. Flightsim.to will ask these creators established in the EU to provide a valid EU VAT Identification Number or to confirm that they apply a small business / VAT exemption scheme.

⚠ Flightsim.to explicitly points out that received payments in any form may be subject to taxes depending on the regulations in your jurisdiction and that payouts may constitute taxable income. Some jurisdictions may classify your income as taxable services, including those subjects to value-added tax. We strongly recommend consulting a tax advisor before accepting any form of payment to ensure compliance with your local laws. Please note that we are not responsible for the accurate remittance or reporting of taxes on your behalf and we do not provide legal advice.

Abuse, Violations and Enforcement

§ C13 Manipulation or abuse of the Program is strictly prohibited, including unauthorized asset usage, artificial inflation of downloads, circumvention of payment systems, fraudulent accounts or activities. Flightsim.to may suspend or permanently terminate participation, withhold or erase earnings, and terminate accounts without compensation in cases of proven or reasonably suspected violations.

Liability, Indemnification and Termination

§ C14 The Program is provided "as is" without warranties of any kind, either express or implied. Flightsim.to shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your participation in the Program. To the maximum extent permitted by law, Flightsim.to, its affiliates, licensors and business partners disclaim all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaim all losses, including without limitation direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Creators Program.

§ C14.1 You agree to indemnify and hold Flightsim.to harmless from any third-party claims arising from your participation or content. You absolve Flightsim.to of all forms of claims, damages, and demands, whether they are apparent or concealed, known or unforeseen, revealed or kept confidential, that may emerge from such disputes or the use of the Creators Program.

§ C14.2 You acknowledge and agree that your participation in the Creators Program is not a guarantee that you will earn anything. Flightsim.to makes no representations, warranties or guarantees that you will receive any earnings through your participation in the Creators Program.

§ C14.3 In addition to your indemnification obligations set forth in the Terms of Service, you agree to indemnify, defend and hold Flightsim.to and related parties harmless from any claim, demand, damages, or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of any breach by you of these rules.

§ C14.4 You may opt-out and cancel your participation in the Flightsim.to Creators Program at any time. Likewise, Flightsim.to may terminate participation at any time. If the payout threshold is not met at termination, no entitlement to payment exists.

§ C14.5 Under no circumstances shall we be held accountable for any theft or loss of your earnings, even if your account has been compromised. If you are in violation of these terms or any terms applicable to the Platform, or if you are in breach of contract, you will lose access to the Creators Program and all your earnings without compensation.

Updates and Governing Law

§ C15 Flightsim.to may update these terms with reasonable notice, normally at least seven days. If you disagree with the updated terms, you can choose to opt-out of the program at any time.

§ C 15.1 These terms are governed by the laws of the jurisdiction in which Flightsim.to operates.

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