

Terms of Service

MyPandaX LLC | Effective August 6, 2026 | <https://mypandax.com>

Company	MyPandaX LLC
Principal office	108 Walltown St, Lexington, NC 27292
Contact	support@mypandax.com https://mypandax.com

IMPORTANT: These Terms form a legal agreement. MyPandaX is an adults-only platform. Review these Terms carefully before creating an account, purchasing a membership or tokens, posting content, or using private or age-restricted features.

1. Acceptance of these Terms

These Terms of Service ("Terms") govern access to and use of the MyPandaX website, applications, live-streaming services, private communities, messaging, virtual gifting, memberships, creator tools, and related services (collectively, the "Services"). The Services are operated by MyPandaX LLC, a North Carolina limited liability company ("MyPandaX," "we," "us," or "our").

By accessing or using the Services, creating an account, clicking to accept these Terms, or making a purchase, you agree to these Terms and the Privacy Policy, Refund and Cancellation Policy, Acceptable Use and Content Policy, and any creator or feature-specific terms presented to you. If you do not agree, do not use the Services.

2. Adults only; eligibility

You must be at least 18 years old and legally capable of entering a binding contract to use any part of the Services. The Services are not directed to minors. We may require age, identity, location, or payment verification at registration, before accessing restricted areas, before posting or monetizing content, or at any other time reasonably necessary for safety or legal compliance.

You may not use the Services if doing so is prohibited by law, if you are subject to sanctions that prevent the transaction, or if we previously suspended or terminated your account for serious or repeated violations. You must provide accurate information and promptly update it.

3. Accounts and account security

You are responsible for activity under your account, maintaining accurate contact information, safeguarding login credentials, and promptly reporting suspected unauthorized access. You may not sell, transfer, rent, or share an account or create an account for another person without written authorization. We may require additional verification when account activity presents fraud, safety, identity, or compliance risk.

4. The MyPandaX Services

MyPandaX is a social entertainment and live-streaming platform serving LGBTQ+ and straight communities. Features may include public and private live video, multi-guest broadcasts, messaging, communities, memberships, virtual gifts, tips, token-enabled interactions, creator content, and discovery tools. Features may change, be limited by location, or be made subject to additional eligibility rules.

Public-facing areas are intended to remain safe and inclusive. Any permitted explicit content must remain within designated private, age-verified areas and may be subject to additional identity verification, geolocation restrictions, content labeling, recordkeeping, consent, moderation, and legal-compliance controls.

5. User content and licenses

"User Content" includes live streams, recordings, images, audio, messages, profile information, comments, and other material submitted through the Services. You retain ownership of your User Content. By submitting it, you grant MyPandaX a worldwide, nonexclusive, royalty-free, sublicensable license to host, store, reproduce, encode, transmit, display, distribute, moderate, and make technical adaptations to that content solely to operate, secure, promote, and improve the Services, subject to your privacy settings and applicable law.

You represent that you own or control all necessary rights, have obtained valid consent from every depicted person, and that your User Content and our permitted use of it do not violate law, privacy, publicity, copyright, contract, or other rights. You must promptly remove content if a required consent or right is withdrawn or expires.

6. Explicit content and performer compliance

Explicit content is prohibited in public-facing areas. Where MyPandaX expressly permits adult content in a designated private, age-verified area, every depicted person must be an adult, must have provided informed and documented consent, and must have completed all required identity and age checks before the content is created, uploaded, streamed, or monetized.

Creators are responsible for complying with all laws applicable to their content, including any performer-identification, recordkeeping, labeling, consent, obscenity, trafficking-prevention, reporting, and inspection obligations. Where 18 U.S.C. Sections 2257 or 2257A or related regulations apply, the responsible producer must create, maintain, and make available the legally required records and provide any required location statement. MyPandaX may require copies or evidence of compliance and may block or remove content pending review.

No content may depict or sexualize a minor, a person presented as a minor, non-consensual conduct, exploitation, trafficking, coercion, intoxication that prevents consent, hidden-camera material, incest, bestiality, extreme violence, or illegal activity. Reports involving suspected child sexual exploitation will be preserved and reported as required by law.

7. Prohibited conduct

You may not use the Services to violate law or another person's rights; harass, threaten, stalk, dox, exploit, or discriminate; distribute malware or circumvent security; impersonate another person; manipulate engagement; scrape or harvest data without authorization; facilitate prostitution, trafficking, illegal gambling, controlled-substance sales, weapons sales, or other prohibited commerce; launder money; commit fraud; evade sanctions; or use tokens as an off-platform currency.

You may not record or redistribute another user's private stream, message, or content without authorization. You may not solicit or disclose passwords, payment credentials, government identifiers, or other highly sensitive information through public posts or messages.

8. Creators and monetization

Creators may be required to accept a separate Creator Agreement, complete identity, tax, banking, and age verification, and satisfy ongoing content and compliance reviews. MyPandaX may establish eligibility, reserve, payout, refund, dispute, and hold periods. Creator earnings are not guaranteed. Creators are independent users and are responsible for their taxes, licenses, records, and legal obligations; nothing in these Terms creates employment, partnership, or agency.

9. Memberships, billing, and automatic renewal

The standard monthly membership is \$9.99 unless a different price is clearly disclosed at checkout. A recurring membership renews automatically each month until canceled. By subscribing, you authorize recurring charges to the payment method on file for the disclosed price plus applicable tax. You may cancel before the next renewal through available account settings or by contacting support@mypandax.com. Cancellation stops future renewals; access generally continues through the paid billing period.

We may change future prices with advance notice required by law. Payment processing may be provided by third parties and is subject to their terms. The expected billing descriptor is MYPANDAX, subject to processor approval. You must promptly report suspected unauthorized or duplicate charges.

10. Virtual tokens, gifts, and tips

Available token packs are \$4.99, \$9.99, \$24.99, \$49.99, and \$99.99 unless a different price is disclosed at checkout. Tokens are limited, revocable digital access features for eligible in-platform interactions. They are not legal tender, deposits, stored-value accounts, securities, or property; they earn no interest, cannot be transferred outside the Services, and cannot be redeemed by customers for cash.

Once tokens are used for a completed gift, tip, private interaction, or eligible digital service, the transaction is generally final except where required by law or where we determine that a duplicate charge, unauthorized payment, technical failure, or policy violation occurred. Creator compensation is governed separately and may not equal the customer's token purchase price.

11. Refunds and cancellations

Refund requests are reviewed case by case. Consumed tokens, completed virtual gifts or tips, accessed digital services, and partially used membership periods are generally non-refundable except where required by law. Approved refunds are returned to the original payment method. We may reverse transactions associated with fraud, chargebacks, technical errors, illegal activity, or policy violations. A separate Refund and Cancellation Policy may provide additional details and controls if posted.

12. Intellectual property and copyright complaints

The Services, software, design, trademarks, logos, and MyPandaX-created content are owned by or licensed to MyPandaX and protected by law. Except for the limited right to use the Services under these Terms, no rights are transferred to you.

If you believe content infringes your copyright, submit a notice to support@mypandax.com with the identification, location, contact, good-faith, accuracy, and signature information required by the Digital Millennium Copyright Act. We may remove material and terminate repeat infringers. A dedicated DMCA Policy and designated-agent notice should be posted before launch.

13. Moderation, reports, and enforcement

We may use automated tools and human review to detect fraud, abuse, prohibited content, age-verification failures, and safety risks. We may restrict distribution, remove content, disable features, withhold or reverse transactions where permitted, preserve evidence, suspend accounts, or report matters to payment partners, rights holders, safety organizations, or law enforcement. We are not obligated to monitor every communication and do not endorse User Content.

14. Privacy

Our Privacy Policy explains how we collect, use, disclose, retain, and protect personal information, including identity and age-verification information, device data, messages, content, payment-related records, and sensitive information. Your use of the Services is subject to that policy.

15. Third-party services and links

The Services may integrate payment processors, age-verification providers, identity vendors, live-video infrastructure, hosting providers, analytics services, and third-party links. MyPandaX is not responsible for third-party services outside our control. Their separate terms and privacy practices may apply.

16. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MYPANDAX DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE UNINTERRUPTED SERVICE, PARTICULAR EARNINGS, USER IDENTITY, USER CONDUCT, OR THAT ALL HARMFUL CONTENT WILL BE DETECTED. NOTHING IN THESE TERMS EXCLUDES WARRANTIES OR RIGHTS THAT CANNOT LEGALLY BE EXCLUDED.

17. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYPANDAX LLC AND ITS AFFILIATES, OFFICERS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, OR USER CONDUCT. OUR TOTAL LIABILITY FOR CLAIMS RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO MYPANDAX DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITS DO NOT APPLY WHERE PROHIBITED BY LAW OR TO LIABILITY THAT CANNOT LEGALLY BE LIMITED.

18. Indemnification

To the extent permitted by law, you will defend, indemnify, and hold harmless MyPandaX LLC and its affiliates, officers, and service providers from claims, losses, liabilities, and reasonable expenses arising from your User Content, your use of the Services, your breach of these Terms, or your violation of law or another person's rights. MyPandaX may control the defense of a covered claim, and you will reasonably cooperate.

19. Governing law and disputes

These Terms are governed by the laws of North Carolina, without regard to conflict-of-laws principles. Before filing a legal claim, the parties will attempt in good faith for at least 30 days to resolve the matter by contacting support@mypandax.com. Unless applicable law requires otherwise, state and federal courts with jurisdiction over Davidson County, North Carolina will be the exclusive forum. Nothing prevents either party from seeking emergency injunctive relief or using a court of competent jurisdiction for an eligible small-claims matter.

20. Federal and nationwide legal compliance

The Services must be used in compliance with all applicable federal law. Depending on the feature and content, this may include the Federal Trade Commission Act and rules governing unfair or deceptive practices and recurring charges; the Electronic Communications Privacy Act and Stored Communications Act; the Digital Millennium Copyright Act; the CAN-SPAM Act and Telephone Consumer Protection Act; the Children's Online Privacy Protection Act; federal sanctions and anti-money-laundering requirements applicable to transactions; federal anti-trafficking and child-exploitation laws and reporting duties; and 18 U.S.C. Sections 2257 and 2257A and their implementing regulations for covered depictions.

MyPandaX may require affirmative consent, clear renewal disclosures, transaction receipts, identity or age verification, geolocation checks, performer records, content labels, reporting, record preservation, and other controls needed to satisfy applicable federal requirements. Nothing in these Terms permits content or conduct prohibited by federal law.

21. All-state compliance and geographic restrictions

These Terms apply throughout the United States, but state and local requirements vary. Users and creators must comply with the laws of the state and locality from which they access, create, upload, stream, purchase, or monetize content. Applicable requirements may include consumer-protection and automatic-renewal laws; privacy, biometric, health-data, data-broker, and breach-notification laws; age-assurance or age-verification laws; obscenity and harmful-to-minors restrictions; right-of-publicity and recording-consent laws; money-transmission, tax, and licensing rules; and laws governing tips, subscriptions, creator earnings, and digital goods.

MyPandaX may use location signals to apply state-specific notices, obtain consent, restrict a feature or category of content, require additional verification, or block access where the company cannot reasonably satisfy a jurisdiction's requirements. If a state gives a consumer a non-waivable right or imposes a stricter rule than these Terms, that state rule controls for that person and transaction. No provision waives a right that cannot lawfully be waived.

22. Changes, termination, and general terms

We may update these Terms prospectively. Material changes will be communicated as required by law, and continued use after the effective date constitutes acceptance where legally permitted. You may stop using the Services at any time. We may suspend or terminate access for violations, legal risk, safety risk, fraud, nonpayment, or discontinuation of a feature.

If any provision is unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will continue. Failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, financing, reorganization, or sale. These Terms and incorporated policies are the entire agreement concerning the Services.

23. Contact

MyPandaX LLC, 108 Walltown St, Lexington, NC 27292. For customer support, legal notices, privacy requests, or billing questions, email support@mypandax.com or use the contact channel at <https://mypandax.com>.

LAUNCH REVIEW: This draft should be reviewed by qualified counsel before publication, especially the adult-content, performer-recordkeeping, state age-verification, recurring-billing, creator-payout, and dispute provisions. The published policy must match the platform's actual features and technical practices.