SECCIØN

OPERATING ENTITY & LSSI-CE DISCLOSURE

SEC-TOS-2026 | v2.8.4 | EN

Effective Date: **2026-11-15**

TERMS OF SERVICE & COMPLIANCE RULES

Master contractual framework, in-app token conditions, community standards, anti-fraud policies, and statutory dispute resolution of SECCION.

OPERATING LEGAL ENTITY

SECCION AI CONCEPT S.L. · NIF/CIF: B05765441

Registered Office: Calle Ingeniero Canales 4, Oficina 1B, 03013 Alicante, Spain
Commercial Registry: Registro Mercantil de Alicante (Tomo 4486, Hoja A 208743)
Legal & Privacy Desk: legal@seccion.ai

BILLING DESCRIPTOR & DSA CONTACT

"Seccion Matrix"

DSA Contact: dsa-compliance@seccion.ai
https://seccion.ai

1. PROHIBITED CONTENT & STATUTORY REPORTING STANDARDS

MAGIC TRANSLATION (TL;DR)

Zero tolerance. We strictly ban non-consensual media, child exploitation, unauthorized deepfakes, scams, and harassment. We immediately and automatically report illegal content to NCMEC and European cybercrime police.

LEGAL TERMS & REPORTING OBLIGATIONS

The following content types and behaviors are strictly prohibited on the Platform, incurring immediate account termination and criminal referral:

- **Zero-Tolerance Minor Exploitation (CSAM / NCMEC):** The Platform maintains zero tolerance for any content depicting, soliciting, or simulating minors under 18. In strict compliance with 18 U.S.C. § 2258A and Spanish Penal Code Article 189, any CSAM detection results in immediate account freezing and automated telemetry referral to the NCMEC CyberTipline (National Center for Missing & Exploited Children) and European cybercrime law enforcement (Guardia Civil GDT & Policía Nacional UFAM).
- **Non-Consensual Explicit Material & Leaks:** Uploading or distributing media without verified documented consent of all appearing individuals (cyberflashing, sextortion, or non-consensual sharing) is strictly banned. Any leak of SECCION DRM-protected media triggers permanent ban and civil/criminal statutory damages.
- **Deepfakes, Unauthorized Voice Cloning & AI Act:** Generating or distributing deepfakes, unauthorized voice cloning, or synthetic defamation is strictly prohibited. In compliance with the EU AI Act (Regulation 2024/1689), authorized synthetic content must carry indelible digital watermarking (SynthID).
- **Notice and Action Mechanism (Article 16 DSA):** Any individual or entity may submit a notice of alleged illegal content via our online reporting form or to dsa-compliance@seccion.ai. SECCION issues electronic confirmation of receipt without undue delay and resolves notices within 24 business hours. Accredited Trusted Flaggers (Article 22 DSA) receive immediate prioritized processing.

2. SUBSCRIPTIONS, CANCELLATIONS & DIGITAL REFUND WAIVERS

MAGIC TRANSLATION (TL;DR)

Cancel subscriptions anytime in 2 clicks with zero dark patterns. For Matrix token purchases, instant delivery into your balance waives the 14-day statutory refund right upon immediate execution of digital content.

CONSUMER LEGAL TERMS

- **Transparent Auto-Renewal (UK DMCCA 2024 / EU):** VIP passes and monthly memberships automatically renew unless cancelled. Electronic reminders are dispatched prior to renewal billing.
- **Simple Two-Click Cancellation:** Users may cancel recurring subscriptions at any time via a prominent two-click path in Account Settings without penalty, maintaining access through the end of the paid billing period.

- **Digital Goods Waiver of Withdrawal (Directive 2011/83/EU):** In accordance with Article 16(m) of EU Directive 2011/83/EU and Spanish Consumer Protection Law (TRLGDCU Art. 103.m), purchasing Matrix Tokens constitutes digital content not supplied on a tangible medium. By purchasing, the member expressly consents to immediate digital performance and acknowledges forfeiture of the statutory 14-day right of withdrawal once tokens are credited to their in-app wallet balance.
- **US State Cancellation Window:** Where mandated by applicable US state statutes (e.g., California, New York), a 3-day cooling-off cancellation window applies provided tokens remain unburned.

3. CLOSED-LOOP MATRIX TOKEN ECONOMY (MCC 5818), BILLING DESCRIPTOR & CHARGEBACKS

> **MAGIC TRANSLATION (TL;DR)**
> *Matrix Red Pills are closed-loop virtual in-app utility tokens for platform engagement; they have no cash value and cannot be withdrawn or transferred off-platform. Card statements display 'Seccion Matrix'. Fraudulent chargebacks result in immediate account banning and debt recovery.*

TOKEN TERMS & FINANCIAL FIREWALL

- **Closed-Loop Digital Goods Classification (MCC 5818):** Matrix Tokens (Red Pills 💊 and Blue Pills 💊) represent a limited, revocable, non-transferable license to access interactive features, DRM media unlocks, and live stream tipping on SECCION under Merchant Category Code MCC 5818 (Digital Goods / Entertainment). Tokens possess no cash value, are non-redeemable for fiat by purchasing members, and cannot be transferred outside the platform ecosystem.
- **Statement Billing Descriptor ('Seccion Matrix'):** All transactions processed via credit card, debit card, or payment gateways will formally appear on cardholder billing statements under the official descriptor 'Seccion Matrix' (or 'SECCION MATRIX'). Cardholders are legally responsible for acknowledging authorized charges under this descriptor.
- **Anti-Friendly Fraud Policy & Visa RDR Deflection:** The Platform operates automated pre-dispute resolution (Ethoca alerts & Visa Rapid Dispute Resolution - RDR). If an unauthorized transaction is suspected, cardholders must contact support@seccion.ai prior to bank escalation. Filing malicious or unjustified chargebacks constitutes breach of contract and triggers immediate account termination, forfeiture of remaining tokens, and formal debt collection for disputed amounts plus associated scheme dispute fees (€25–€45 per chargeback).

4. CONTENT MODERATION, DSA COMPLIANCE & AI TRANSPARENCY

> **MAGIC TRANSLATION (TL;DR)**
> *Public feeds are 100% clean; sensual content is strictly quarantined behind 18+ token paywalls. If content is moderated, you receive a written Statement of Reasons with a right to human appeal. Creator AI Copilots are always transparently badged.*

DSA FRAMEWORK & EU AI ACT GOVERNANCE

- **SFW / NSFW Isolation & Minor Protection (Art. 28 DSA):** SECCION's discovery feed is strictly non-explicit (SFW). Sensitive or adult-oriented creator media is strictly quarantined behind age-verified 18+ Warm Paywalls requiring cryptographic zero-knowledge age verification, eliminating minor exposure or profiling.
- **Statement of Reasons & Human Appeal (Article 17 & Article 20 DSA):** Any content removal, account suspension, or monetization lock includes an individualized Statement of Reasons detailing factual and legal grounds. Users hold the right to appeal decisions free of charge for 6 months through our internal complaint-handling system, ensuring review by qualified human moderation officers.
- **AI Transparency & Synthetic Interactions (Art. 50 EU AI Act):** In compliance with Article 50 of the EU AI Act (Regulation 2024/1689), members are explicitly notified when interacting with an automated AI conversational agent. Creator Studio Copilots powered by Google Gemini AI are prominently marked with '✨ AI Copilot'.

5. DATE PLANS, TRUST RATINGS & ACCESSIBILITY (SPANISH LAW 11/2023)

The Date Plan module requires genuine relational intent. Cancelling confirmed meetings without justification degrades the member's mutual trust rating on our 20.00 scale.

In strict compliance with Spanish Law 11/2023 (transposing the European Accessibility Act), SECCION's public interfaces, payment flows, and digital subscription portals conform to EN 301 549 technical standards, achieving WCAG 2.1 Level AA accessibility.

6. CREATOR REVENUE (90% FOUNDING SPLIT), 50-50 FEE SHARE & DAC7 TAX REPORTING

> **MAGIC TRANSLATION (TL;DR)**
> *Founding Creators receive 90% net revenue split (80% standard thereafter). Zero-fee rails (Open Banking and USDC Crypto) carry 0% gateway deductions. For credit card payments (~4% toll), the cost is split 50-50 transparently: the member pays +2% at checkout, and the creator absorbs -2% on token burn. Mandatory annual DAC7 tax reporting applies.*

CREATOR FINANCIAL & FISCAL FRAMEWORK

- **90% Net Revenue Split (Founding Tier):** Approved Founding Creators (first 500 verified creators) receive a guaranteed 90% Net Revenue split on VIP passes, DRM media unlocks, live tips, and custom escrow orders (80% permanent standard baseline thereafter). SECCION retains a 10% platform margin (20% standard).
- **50-50 Card Processing Fee Share Engine:** When tokens are funded via credit card (~4.0% acquiring toll), the member covers 50% (+2.0%) as a transparent checkout convenience fee, and the creator absorbs the remaining 50% (-2.0%) only upon token redemption. Payments funded via Open Banking (Bizum / SEPA Instant) or Web3 Crypto (USDC / Crypto) carry 0.0% gateway toll, netting the creator a full 90% payout.
- **Fiscal Compliance (EU DAC7 Directive & US 1099 / TIN):** Under Council Directive (EU) 2021/514 (DAC7) and international tax regulations, SECCION collects the creator's Tax Identification Number (TIN/NIF/NIE), VAT registration, and fiscal domicile for mandatory annual platform reporting to the Spanish Tax Agency (AEAT) and relevant tax authorities.

7. RECORD-KEEPING CUSTODIAN (18 U.S.C. § 2257) & MODEL RELEASES

> **MAGIC TRANSLATION (TL;DR)**
> *All creators and co-performers must complete 18+ government photo ID and biometric liveness verification with signed model releases prior to publication under 18 U.S.C. § 2257.*

STATUTORY 2257 CUSTODIAN DISCLOSURE

In strict compliance with 18 U.S.C. § 2257, 2257A, and implementing regulations:

- **Mandatory Photo ID & Co-Performer Verification:** Every creator must verify via government-issued Photo ID, biometric liveness selfie holding the photo ID, and signed Model Release. No co-performer may appear in media or live streams without prior independent 2257 verification and signed release documentation.
- **Designated Custodian of Records:** The original records required under 18 U.S.C. § 2257 are maintained in encrypted format by the designated Custodian of Records of SECCION AI CONCEPT S.L. at its corporate domicile (Calle Ingeniero Canales 4, Oficina 1B, 03013 Alicante, Spain). Inspection inquiries may be directed to legal@seccion.ai.
- **Explicit Consent & GDPR Biometric Minimization:** Biometric liveness data is processed under explicit consent (GDPR Article 9). Under strict data minimization, facial estimation selfies are discarded immediately following verification. Any high-risk data breach will be reported to the Spanish Data Protection Agency (AEPD) within 72 hours.

8. MULTI-TIER DISPUTE SETTLEMENT, ARBITRATION & CERTIFIED BODIES (ART. 21 DSA)

> **MAGIC TRANSLATION (TL;DR)**
> *We resolve inquiries within 24–48 hours. If unsatisfied with a moderation or account decision, you have the statutory right to escalate to out-of-court settlement bodies certified by the CNMC under the EU DSA, or to the EU Consumer Dispute platform.*

MULTI-TIER ESCALATION FRAMEWORK

- **Tier 1 • Internal 24/7 Dispute Resolution (Art. 20 DSA):** Users must first submit claims to support@seccion.ai or legal@seccion.ai. Users maintain a 6-month window to contest internal moderation decisions.
- **Tier 2 • Certified Out-of-Court Dispute Bodies (Art. 21 DSA):** Under Article 21 of the EU Digital Services Act, creators and members are legally entitled to select any certified out-of-court dispute settlement body certified by the competent Digital Services Coordinator (in Spain, the CNMC) to resolve moderation disputes.
- **Tier 3 • European Online Dispute Resolution (ODR Platform):** For cross-border consumer disputes regarding digital tokens or subscriptions, the European Commission provides an Online Dispute Resolution platform at: https://ec.europa.eu/consumers/odr.

- **Tier 4 • Spanish Consumer Arbitration & Jurisdiction:** Spanish consumers may refer unresolved consumer claims to the relevant Regional Consumer Arbitration Board (Junta Arbitral de Consumo). For commercial contracts with business creators, disputes are submitted to the exclusive jurisdiction of the Courts of Alicante, Spain.

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