

TERMS OF USE OF WYYLDE.COM

- July 2025 -

KOALA Interactive, a simplified joint-stock company with a sole shareholder, capital €188,932, registered in the RCS of Nanterre under number 922 077 540, with its registered office at 121 rue Edouard Vaillant – 92300 Levallois-Perret (hereinafter "Koala"), is the publisher of the website www.wyylde.com (hereinafter the "Website"), hosted by Amazon Web Services: Amazon Web Services LLC – P.O. Box 81226 – Seattle, WA 98108-1226.

These Terms and Conditions of Use govern the general terms and conditions under which, on the one hand, Koala provides the Website and the Services to the User, and on the other hand, the User may access and use the Website and Services. They are supplemented by the wyylde.com Charter, accessible at <https://www.wyylde.com/charte>.

Accessing the Website and the Services implies the User's application of and acceptance of these Terms and Conditions of Use and the wyylde.com Charter:

1. Definitions

Cookies : files containing data (notably a unique identifier) transmitted by a site's server to the User's browser and stored on their hard drive;

Personal data: information and data allowing identification or making a User identifiable (e.g., name or pseudonym, email, image, IP address);

T&C: these Terms and Conditions of Use and the wyylde.com Charter;

Event: events offered by third parties via the Website;

Official Page : a profile created by a third party to identify a service offered (e.g., a bar, night club, etc.);

Website: the web pages of the Website accessible at www.wyylde.com;

Services : all services made available to the User on the Website, whether

free or paid, as described in article 3 below or offered in the future on the Website;

User: the adult natural person (over 18) who has verified their age, accessing the Website and wishing to use the Services..

2. Description of the Website

Wyylde is an online community platform reserved for adults, dedicated to encounters between adults within a libertine context. It is prohibited for minors and must not be used for commercial purposes or prostitution.

Registration on the Website is free. However, access to certain features requires payment of a subscription by Users.

The Website and the Services are provided to the User on an “as-is” basis and accessible depending on availability. They are generally accessible 24/7, except in the event of force majeure, an event beyond Koala’s control, and subject to maintenance periods and possible outages.

Koala reserves the right to make modifications to the Website and/or modify or remove all or part of the Website and/or Services, after having informed the User via a message accessible in their inbox on the Website.

3. Description of Services

The Website offers the User the following free Services, without this list being exhaustive:

- Free registration on the Website to fill in their profile, post an ad, photos, and videos;
- Viewing restricted ads and profiles of other registered Users on the Website, as well as Events and Pages;

The Website offers, in addition to the free Services, the following paid Services, without this list being exhaustive:

- Sending “likes,” interacting via chat, internal messaging, and/or live with all other Users;
- Becoming a fan of Official Pages, signing up for or creating an Event;
- Creating or following an Official Page.

Applicable rates are available on the Website. Payment is made via a secure service. Bank data is transmitted to the payment operator Stripe to carry out financial transactions necessary for access to the paid features of Wyylde. These data are sent directly from the user interface to Stripe, stored on Stripe’s servers and are not shared with any third party, including Wyylde.

Any paid subscription is subject to an automatic renewal clause. The subscription is thus renewed automatically at the end of the initial period for an identical duration, unless terminated by the User at least 48 hours before the expiry date, via the "Settings / Subscription" section.

If automatic renewal is deactivated, the subscription will end at the expiration of the subscribed period. For any subsequent renewal, the User must make a new payment by credit card.

In accordance with European Directive 2011/83/EU transposed into national law, the fourteen (14) day right of withdrawal does not apply to contracts for the provision of digital content not supplied on a tangible medium, whose performance began with the express prior consent of the User and with their acknowledgment of losing their right of withdrawal.

By subscribing to a paid subscription and immediately accessing the Services, the User expressly acknowledges that the contract execution begins before the expiry of the legal withdrawal period and consequently agrees to waive their right of withdrawal. No refund may be requested on this basis.

4. Registration and Access to the Website and Services

4.1 – Access Conditions

To be able to use the Website and the Services, and in particular to post an ad, respond to an ad or use chat or messaging services, the User must first register on the Website.

4.1.1 Additional Guarantees for Age Verification

Registration is free and reserved for adults and strictly prohibited for minors. WYYLDE implements safeguards to verify that its Users are adults, in accordance with applicable laws, within current technological limits.

In countries subject to regulation on access to explicit content:

In accordance with applicable French legislation and the reference framework of the Autorité de régulation de la communication audiovisuelle et numérique (Arcom), which defines minimum technical requirements for age-verification systems, no pornographic or explicit content may be displayed to the User prior to age verification to prevent exposure of minors.

A simple declaration of majority is not sufficient for access to explicit content. Thus, registration and access to explicit content are subject to effective and reliable age verification, compliant with Arcom's technical requirements, ensuring that only adults can reach this content while sufficiently protecting personal data and privacy.

A visible notice will inform the User, before any payment, that access to explicit content is subject to mandatory age verification. This information will be clearly displayed before purchase completion and stated as follows:

“You confirm that you have read and accepted the T&C and have been informed that an age verification, required in your country, will be necessary to

access explicit content.”

This notice, displayed before validation of payment, is considered proof of the User’s consent, in accordance with regulatory requirements.

WYYLDE uses the provider Jumio for age verification. Jumio is legally and technically independent of WYYLDE and complies, within current technological limits, with Arcom’s age-verification technical standards.

Jumio’s technical process for age verification complies with the principles arising from EU Regulation 2016/679 (GDPR). It ensures accuracy, proportionality, minimization of collected data, clarity, and transparency for Users, appropriate data retention, and rights to access, oppose, rectify, limit processing, erase, and portability. It also ensures optimal security and resistance to attacks.

Jumio retains the personal data collected as part of the verification process for a maximum period of thirty (30) calendar days from the date of the verification, unless the User has expressly requested the retention of age verification proof, and provided that such retention is provided for in Jumio’s terms of use. After this period, the data is securely deleted, in accordance with applicable personal data protection standards. The technical process for age verification implemented by Jumio does not allow for the generation of a reusable proof of age, in accordance with the principle of double anonymization. Any data retention does not exceed what is strictly necessary.

Under GDPR Article 22 on automated decisions, Jumio implements measures for Users to challenge decisions and rectify information. In case of verification failure, the User may appeal to Jumio. Detailed terms are in Jumio’s general conditions (in [English](#)). Jumio provides at least two distinct proof-of-age methods, e.g., ID-based and biometrics-based age estimation.

WYYLDE does not have access to data used for age verification, except when gender verification is needed for profile authenticity and not clearly available on the ID document. This one-time check ensures coherence between declared gender and real gender. Outside this situation, WYYLDE cannot access other personal data. Age verification data do not allow inferring additional user information beyond majority.

WYYLDE commits to proactively improve its age verification system as technology evolves to better respect ARCOM recommendations and privacy principles.

4.1.2 Acceptance of T&C and Information to Provide

Registration is open to adults and requires acceptance of these T&C and the wyyalde.com Charter, as well as provision of the following identification information: chosen pseudonym and password, email address, and sexual profile sought (e.g., bi, straight, couple, etc.). However, access to explicit content may be restricted by age verification in accordance with the legal requirements of the country of residence.

Once the registration process is complete, Koala sends the User a confirmation email at the provided address, containing a link the User must click to be redirected to the Website and finalize registration.

The following information must be provided to complete registration: sex, city, mobility, date of birth, eye and hair color, height, body shape, ethnic origin, type of search, experience, type of exchange, and profiles sought.

By providing this data, the User expressly consents to its processing under GDPR Article 9.2(a).

Subject to data that may be requested for age verification, the following is optional and may be freely provided by the User: postal address, telephone number, general description message.

The User may then access their account to upload one or more photographs and/or videos and communicate with other Users.

Koala never requests the last name and first name of Users and recommends using a pseudonym.

4.2 – General Obligations

The User agrees to provide accurate, complete, and honest information and to regularly update it.

If the User provides false, inaccurate, outdated, or incomplete information, or information infringing third-party rights (image rights, privacy rights, defamation), Koala may suspend or terminate the User's registration or account without delay and may refuse immediate or future access to all or part of the Website.

The User ID and password are personal and non-transferable; the User agrees not to transmit them to any third party, voluntarily or negligently.

Any connection or data transmission made with the User's username and/or password is deemed done by the User. Any loss, theft, or unauthorized use of credentials and its consequences fall exclusively on the User.

The User may change their email and/or password at any time via "Settings / General."

If credentials are fraudulently used or lost, the User must promptly notify Koala via "Support" at team@wyylde.com, which will immediately cancel the ID and/or change the password upon identity proof.

User-provided information (excluding postal address, email, telephone) and their uploaded photograph(s) will be published in their ad on the Website. They are only accessible to other Website Users.

The User expressly authorizes Koala to reproduce and disseminate the information, messages, photographs, and videos thus transmitted.

The User expressly authorizes Koala to reproduce and disseminate their videos or lives on the Website's newsfeed and in "top lives" and "zapping" sections.

The User may at any time access their ad and modify, complete, or delete their information (including photos and videos) via "Settings."

5. User Obligations

The User agrees to comply with these T&C and the wylde.com Charter.

In general, and without limiting, the User is forbidden to:

- Use the Website and the Services for professional, commercial, or non-private purposes; in particular, any solicitation, pandering or prostitution-like activity is prohibited;
- Hold or broadcast, in any form, content infringing third-party rights or that is defamatory, insulting, obscene, offensive, violent or inciting violence, political, racist or xenophobic, or more generally, contrary to laws, regulations, public order and decency;
- Download, reproduce, record, capture or copy, by any means, the content of the Website and the Services, especially ads, photographs, and videos;
- Upload, transmit, in any way, any illegal content, unsolicited or unauthorized advertising or promotional material, any virus, code, file or program designed to disrupt, destroy or limit functionality of the Services or servers, networks or systems connected to them;
- Obstruct or disrupt the Website, the Services, servers, networks or refuse to comply with required conditions, procedures, general rules or applicable regulatory provisions;
- Attempt to deceive other Users by usurping another person's name or business name, particularly by impersonating a Koala employee, affiliate, moderator or host;

The User agrees that photos, videos, texts and any other content posted by them do not infringe third-party rights (intellectual property rights, defamation, insults, harassment), privacy rights (including image rights), public order, decency, or applicable law and common courtesy.

The User indemnifies Koala against any claim, action or demand by Users or third parties regarding such content without prejudice to Koala's right to compensation.

The Website uses a protection system making user-uploaded photos/videos generally non-downloadable or duplicable by others, but Koala's liability is not engaged in case of system failure.

6. Moderation

Website content is regularly monitored. Live chat is moderated.

Koala may, at any time, on its own initiative or at the request of any User or third party, remove any content from the Website without prior notice to the uploading User.

Anyone wishing to report content must use “Support,” specify full identity, description of content, precise link, grounds for removal (including legal references and factual justification), and proof of notice to author/editor requesting interruption or modification, or evidence that author/editor could not be reached.

Koala will only disclose author’s identification details upon judicial request.

Koala will systematically remove illicit or dignity-infringing content and reserve the right to report it to authorities.

7. Protection of Personal Data

Personal data provided by the User to Koala or disseminated via the Website is processed and retained by Koala, as data controller, for the duration of the User’s registration, for the following purposes:

- Allow the User to access the Website and reserved areas, use features and manage the account;
- Connect Users, possibly based on criteria set by them;
- Record and manage User preferences;
- Communicate with the User to handle requests;
- Organize contests or promotional operations, designate winners and distribute prizes;
- Send informational and/or promotional messages to the User, at their request;
- Measure performance of the Website (e.g. page views, clicks), produce internal statistics;
- Respond to disputes or authorities’ requests;
- Fulfill legal obligations;
- Pursue legitimate interests related to business management.

Processing complies with French law no. 78-17 of January 6, 1978 (Informatique et Libertés) and GDPR.

Data is not shared/transferred to third parties for commercial or promotional purposes without prior express consent. The Website uses cookies under conditions in article 9 below.

The User’s data is stored on secure servers hosted by AWS in Ireland and is not transferred outside the EU.

The User may access their account to modify or delete their personal data at any time. Once deleted, the information is permanently removed from the database.

In case of account deletion:

- 1 month after deletion or 2 years of inactivity, data is moved to a secure archive;
- 1 year later, all personal data is deleted except email, location, birth date, archive date (kept for security, abuse prevention, legal obligations);
- 4 years after archiving, all data including retained partial data is definitively deleted.

Under French law and GDPR, Users have rights to access, rectify, erase, object, limit processing and portability. For consent-based processing, they can withdraw consent at any time.

These rights do not affect the validity of prior processing or Koala's archiving rights. Requests must be made in writing, signed, with ID copy, specifying the contact address. Koala has one month to respond.

Users may file complaints with authorities such as CNIL (<https://www.cnil.fr/en>).

8. Liability

The User is solely responsible for all information, content and data they post or share via chat, messaging, videos or live streams.

The User acknowledges that using the Website and its Services carries a risk of being recognized by third parties. They explicitly waive any claim against Koala for privacy or image right violations caused by their shared content.

Meetings arranged through the Website are at the User's own risk. Koala does not verify User identities or the truthfulness of posted content. For first physical meetings, Koala strongly recommends informing someone close and choosing a public, populated place.

If Koala's liability is sought due to the User's failure to comply with laws or these T&C, the User undertakes to indemnify and hold Koala harmless for any resulting damages and costs.

It is the User's responsibility to ensure their IT equipment and internet connection are compatible before registering.

Data transfer rates and response times are not guaranteed by Koala. They depend on inherent characteristics of internet networks.

Koala cannot be held responsible for malfunction, access issues, or poor usage conditions due to the User's computer system, internet connection or network congestion.

9. Confidentiality Policy

Your privacy is important to us. We invite you to consult our privacy policy to understand how we collect, use, and protect your personal data. By using our Website and Services, you agree to its terms.

10. Intellectual Property

All elements and content of the Website and Services—especially graphics, visuals, logos, trademarks and domain names WYYLDE and WYYLDE.COM—are the exclusive property of Koala and/or exclusively operated by Koala and may not be reproduced, used or represented without prior written permission from Koala, under penalty of legal proceedings.

Website content may not be copied, altered, pirated, downloaded, distributed, rented or sold in any way without Koala's prior written consent.

Placing hyperlinks to the Website is strictly prohibited without Koala's prior written consent.

11. Termination

A registered User may at any time and free of charge terminate their registration by requesting account closure via "Settings / General."

This request is deemed made on the next business day following Koala's receipt of the account closure request.

The User acknowledges that Koala reserves the right to terminate all or part of their account access and password, or delete the account and password, if Koala reasonably believes the User has violated these T&C or the wyylde.com Charter.

Koala may also unilaterally suspend, after informing the User, all or part of the Website and Services without any compensation.

Account termination by User or Koala does not entitle the User to refund any sums already paid for using the Website.

The User will be informed of account termination by email to the one provided at registration.

The User's personal data becomes immediately inaccessible to other members and no longer visible. For data archiving and deletion, refer to article 7.

12. Amendments to the T&C

These T&C cancel and replace previous versions.

Koala may modify the T&C at any time. Changes will be communicated by a message to the User's wyylde.com mailbox and published on the Website.

Changes take effect upon publication.

Continued access after publication implies unconditional acceptance.

13. Governing Law and Disputes

These T&C are governed by French law. However, if the User is a consumer residing in another EU member state, they benefit from mandatory rights under their country's legislation, per Regulation (EC) No 593/2008.

Any dispute concerning interpretation or execution of these T&C shall fall under the jurisdiction of French courts, subject to consumer protection rules.

Under Regulation (EU) No 524/2013, the User can also access the European ODR platform at <https://ec.europa.eu/consumers/odr>

The User may obtain information or ask questions via the “Support” link on the Website homepage or by writing to:

Koala, 121 rue Edouard Vaillant – 92300 LEVALLOIS PERRET

In the event of translation, only the French version shall prevail.