# Guava Shorts (芭樂短劇) Creator Upload License Terms

> This English version is provided for reference only. If there is any inconsistency between this version and the Traditional Chinese version, the Traditional Chinese version prevails.

- **Version**: v1.6
- **Announcement date**: November 3, 2026
- **Effective date**: Effective on the day of announcement (November 3, 2026); for Creators who have agreed to version v1.5 or an earlier version, it applies as set out in Article 13.8
- **Operator**: 城浩科技有限公司 (Great Castle Ltd, Unified Business No. 97607741, representative: 廖威凱, hereinafter the "Platform" or "we")
- **Address**: 2F-8, No. 205, Sec. 1, Dunhua S. Rd., Da'an Dist., Taipei City, Taiwan (臺北市大安區敦化南路 1 段 205 號 2 樓之 8)
- **Website**: https://guavashorts.com
- **Contact email**: support@guavashorts.com

> **Please note**: These Terms are a standard-form contract. Before you tick to agree, you may read the full text, download the PDF or print a copy, and you may leave this page at any time and come back later to decide whether to agree. If you do not agree, none of your existing rights will be reduced; you simply cannot use the upload feature. Please pay special attention to the terms marked in bold (scope of license, license period, representations and warranties, Rights Documentation, indemnification, takedown handling, and amendments to the Terms).

## Article 1  Scope and Definitions

1.1 These Terms apply to all content that you (the "Creator") upload, submit or publish through the Platform's creator dashboard (the "Creator Dashboard"), and constitute a contract between you and the Platform. Matters not covered by these Terms are governed by the Platform's Terms of Service, Community / Content Guidelines and Privacy Policy; in case of conflict, these Terms prevail with respect to the licensing of Uploaded Content.

1.2 Definitions:

1. "Uploaded Content": the short-drama videos you upload (including the main feature, episodes and behind-the-scenes footage) and their titles, synopses, covers, stills, subtitles, music, narration, character names, tags and other accompanying materials.

2. "Derivative Materials": clips, trailers, highlights, thumbnails, covers, GIFs, subtitle files, translated versions, dubbed versions, format-converted versions and promotional copy that the Platform produces from Uploaded Content under these Terms.

3. "Platform Services": the website, apps (including those launched in the future), embedded players and APIs operated by the Platform, and the Platform's official accounts and channels on third-party social platforms or channels.

4. "Listing Period": the period from when Uploaded Content passes review and is made publicly available for viewing until its takedown is completed under these Terms.

5. "Business Day": a working day of government agencies of the Republic of China (Taiwan).

6. "AI Tools": artificial intelligence systems, software or services used to generate, assist in generating or modify images, sound, text, scripts or other content.

7. "Generation Records": the records defined in Article 4.3, item 5.

8. "Rights Source": the option you select in the Creator Dashboard for each item of Uploaded Content, either "Self-created" (自己創作; you are the copyright holder) or "Licensed" (取得授權; you have been licensed by the original rights holder and may therefore license the Platform).

9. "License Term", "License Start Date" and "License End Date": for each item of Uploaded Content (whether its Rights Source is Self-created or Licensed), the period of 1, 2 or 3 years (minimum 1 year) that you select in the Creator Dashboard, the start date that you enter, and the last day that the Creator Dashboard calculates from those two and displays. Where the Rights Source is Licensed, the License End Date may not be later than the last day of the period for which the original rights holder has licensed you. The License Start Date is counted as part of the period; the License End Date is the day before the corresponding date reached by adding the selected number of years to the License Start Date (for example, if the License Start Date is November 3, 2026 and the License Term is 1 year, the License End Date is November 2, 2027). This item is a special provision within the meaning of Article 119 of the Civil Code.

10. "License Period": the period during which the Platform may use Uploaded Content under these Terms, as determined under the "Term" row of Article 3.1 and Article 3.11.

11. "Rights Documentation": documents sufficient to prove that you hold the rights required to license the Platform under these Terms with respect to Uploaded Content; see Article 4.8, item 2 for the scope.

12. "Platform-Produced Works": works produced by the Platform itself or commissioned by it, in which the Platform holds the economic rights of copyright or an exclusive license; they are labeled in accordance with Article 3.3-1.

1.3 Age and capacity: You must be at least 18 years old; if you are under 18, you may upload only after your legal representative has read and agreed to these Terms (see Articles 77 and 79 of the Civil Code). If you upload on behalf of a company, team or studio, you represent that you have been lawfully authorized by that entity to agree to these Terms on its behalf.

## Article 2 Ownership of Copyright

2.1 Copyright and other intellectual property rights in Uploaded Content remain with you or the original right holder; the Platform does not acquire ownership under these Terms. These Terms are a license only (Article 37 of the Copyright Act), not an assignment.

2.2 The Platform retains its rights in the Platform Services themselves (the interface, software, trademarks, layout, and the parts of Derivative Materials produced by the Platform that are original to the Platform, such as the Platform logo, opening and closing sequences and interface design); however, the parts of Derivative Materials that consist of Uploaded Content remain yours.

## Article 3 Scope of License

**3.1 License granted.** You agree to grant the Platform the following rights (the "License"). Because Article 37, Paragraph 1 of the Copyright Act provides that "any part not clearly agreed is presumed not to be licensed," each item is listed below:

| Item | Content |
|---|---|
| Territory | Worldwide. |
| Nature | Non-exclusive (you may still use the same content yourself or license others to use it on other platforms); see Article 3.6. |
| Consideration | The License itself is royalty-free; the Platform shares advertising revenue with you under Article 9. |
| Manner of use | Reproduction, public broadcast, public transmission (including streaming, on demand, and encrypted temporary storage for offline viewing), public screening, public display, distribution, editing, adaptation, translation, subtitling, dubbing, conversion of format and resolution, production of Derivative Materials, and other uses necessary for the above purposes, content review, |

| | |
|---|---|
| | information security, infringement detection and handling third-party claims. |
| Media | Platform Services (website, apps, embedded players), the Platform's official accounts on third-party social platforms (e.g., Facebook, Instagram, TikTok, X, LINE, Threads), partner channels, and advertising, marketing, promotion, public relations, pitch presentations, competitions or exhibitions. |
| App stores | Use clips or stills of the Uploaded Content on store pages, and provide the Uploaded Content, the Work License Authorization (the authorization you download, sign and upload in the Creator Dashboard for each Uploaded Content) and the Rights Documentation for store review, so the apps can be listed on, submitted to and updated on the Apple App Store and Google Play. |
| Commercial use | The Platform may display advertising on, before, after or during the playback pages of Uploaded Content, and may charge viewers for paid unlocking, subscriptions or other fees. **Of this, the Platform shares advertising revenue with you under Article 9; paid unlocking, subscriptions and other revenue are not shared under the current version of these Terms.** |
| Term | **From the License Start Date or the time you submit that Uploaded Content (whichever is later) until the License End Date displayed in the Creator Dashboard, and extended on expiry under Article 3.11; if the License Start Date is earlier than the submission date, the License runs from the time of submission and the License End Date is not postponed as a result. Once the License Period expires without extension, or the Uploaded Content is taken down, the continued-use period set out in Article 3.5 is added.** This row applies to all Uploaded Content, whether its Rights Source is Self-created or Licensed. |

**3.2 Limits on editing and adaptation.** For technical, layout, running-time, localization or promotional needs, the Platform may edit, crop, change the aspect ratio of, add subtitles to, translate, add Platform marks or watermarks to, and make thumbnails and trailers from Uploaded Content. However, the Platform undertakes:

1. not to distort, mutilate, alter or otherwise change the content in a way that damages your reputation (Article 17 of the Copyright Act);

2. not to combine Uploaded Content with political propaganda, pornography or content clearly contrary to your original intent;

3. to obtain your prior consent before any substantive adaptation of the storyline of the main feature (e.g., re-editing it into a version with a different ending).

**3.3 Attribution.** On playback pages, the Platform will credit the author with the name or pen name you set in the dashboard. Where attribution is impractical by nature, such as in thumbnails, short-second ads and tickers, it may reasonably be omitted, and should instead be shown on a clickable landing page or description field (see Article 16, Paragraph 3 of the Copyright Act). You also agree that the Platform may, within the foregoing scope, use your creator name, avatar and bio to introduce, recommend and promote Uploaded Content.

**3.3-1 "Original" label.** The "Original" (原創) label used in the Platform Services is reserved for Platform-Produced Works. Your Uploaded Content, whether its Rights Source is Self-created or Licensed, is credited with your creator name under Article 3.3 and is not labeled "Original". You may not use "Original" (原創), "Guava Original" (芭樂原創), "Platform Original" (平台原創) or any other wording or label that could lead viewers to mistake the content for a Platform-Produced Work in the title, synopsis, cover, subtitles or promotion of Uploaded Content; if you do, the Platform may delete or correct that wording or label directly, and doing so does not constitute distorting or altering the content within the meaning of Article 3.2. The Rights Source you select in the Creator Dashboard is used only for the Platform's review and rights management, and the Platform does not use it as a public label.

**3.4 Sublicensing.** Within the scope of the License, the Platform may sublicense rights to the following parties, solely for the purpose of providing services to the Platform or promoting Uploaded Content:

1. Technical service providers: cloud hosting, CDN, transcoding, storage, subtitling / translation, content review, information security, content recognition / infringement detection and data analytics providers;

2. Partner channels: apps, OTT, telecom, in-flight entertainment and other channels that broadcast Platform content through cooperation with the Platform;

3. Promotion partners: advertising agencies, media, KOLs, social platforms and ad-serving platforms (including technical licenses they require under their own terms of service).

The Platform shall require sublicensees in writing (including electronically) to observe restrictions no less strict than these Terms; for any use by a sublicensee in breach of these Terms, the Platform shall assist you in seeking compensation to the extent the Platform can exercise rights against that sublicensee, and shall be liable to you for its own intent or negligence in selecting or supervising sublicensees (however, rights obtained by a third-party social platform as sublicensee under its general terms of service are governed by that platform's terms, and the Platform will make its best efforts to help you handle the matter).

**3.4-1 Transparency of and opt-out from partner channels.** The Platform will publish a "Partner Channel List" in the Creator Dashboard and will notify you by in-app notice or email when a partner channel is added. You may opt out of any individual partner channel at any time; within 30 days of receiving your opt-out request, the Platform will stop new uses of your Uploaded Content by that channel, and will handle content already listed under Article 8.

**3.5 Continued use after takedown.** After Uploaded Content is taken down under these Terms, or the License Period expires without being extended under Article 3.11, the License in principle terminates, except that it continues to the extent set out below in the following cases (see Article 8 for details):

1. Promotional materials publicly released before the takedown (e.g., social posts, ads already placed) may remain where they were originally published;

2. Continued viewing for a limited period by viewers who have already unlocked the content;

3. Retention for backup, legal compliance and dispute handling;

4. Necessary use by partner channels and ads already placed, until the takedown completion period under Article 8 and the end of the ad flight.

The promotional materials in item 1 of the preceding paragraph may remain where originally published without time limit, but the Platform may not newly produce promotional materials for that Uploaded Content, nor re-place or republish existing materials. For Uploaded Content whose Rights Source is Licensed, if you or the original rights holder notify the Platform in writing (including electronically) that the original rights holder's license has expired or been withdrawn and request the removal of such

promotional materials, the Platform shall remove the parts within its control within the time limit set out in the "Published promotional materials" row of Article 8.1.

**3.6 Exclusive license option.**

The License is in principle non-exclusive; Uploaded Content licensed non-exclusively is entitled to advertising revenue sharing under Article 9. You may choose to provide individual Uploaded Content to the Platform under an exclusive license instead, in which case the parties shall set out in a separate individual addendum the scope of exclusivity, the exclusivity period and **a revenue share higher than the percentage in Article 9.1**, which applies only after you separately sign or tick to agree; the Platform will not obtain an exclusive license through these Terms or any amendment to them. **The exclusivity period may not extend beyond the License End Date of that Uploaded Content; where the Rights Source is Licensed, you shall also ensure that the original rights holder's license permits you to grant an exclusive license. If the individual addendum does not specify the effect of the end of the exclusivity period, exclusivity ends on the License End Date (or when the exclusivity period under the addendum ends, whichever comes first), and the License as subsequently extended under Article 3.11 is non-exclusive.** If an individual addendum conflicts with these Terms, the individual addendum prevails.

**3.7 Matters not licensed.** The License does not include: (1) assigning the economic rights in Uploaded Content to a third party; (2) using Uploaded Content to train the Platform's or a third party's generative AI models (translation, dubbing, subtitling, content review, recommendation ranking and infringement recognition tools that the Platform uses to provide the Platform Services are not training of generative models under this item; however, the Platform shall require the relevant service providers not to use Uploaded Content to train their own or third parties' generative models); (3) extracting your likeness or voice on its own for merchandise or endorsements unrelated to the Uploaded Content.

If the Platform later needs to use Uploaded Content for AI model training, it will separately explain the purpose and obtain your express individual consent; without such consent, it does not obtain that license through these Terms or any amendment to them.

**3.8 Infringement recognition data.** The Platform may retain fingerprints, signatures and related takedown records of Uploaded Content to prevent the re-upload of content that has been taken down and to handle infringement disputes; such data cannot be restored into the Uploaded Content itself and is not subject to the backup period in Article 8.

**3.9 Authorization to enforce rights.** When a third party uses Uploaded Content outside the Platform Services without authorization, you authorize the Platform to send infringement notices in your name, report to internet service providers or platforms, collect and preserve evidence, and, to the extent necessary, provide your creator name

and proof of rights; the Platform may file a lawsuit or claim damages only with your separate written consent, and the Platform has no obligation to assert rights on your behalf.

**3.10 No confidentiality obligation and independent development.** Except for Article 10 on personal data and any separate written agreement between the parties, the Platform has no confidentiality obligation regarding Uploaded Content and its creative ideas. The Platform may itself develop, produce or license, or commission others to do so, content similar in type, subject matter, setting or plot idea to Uploaded Content, and you may not claim infringement or compensation solely because ideas are similar; however, this does not apply where the Platform actually reproduces or adapts the expression of the Uploaded Content.

**3.11 Expiry of the License Term.** All Uploaded Content, whether its Rights Source is Self-created or Licensed, is handled as follows when the License End Date arrives:

1. Expiry reminders: the Platform will remind you by in-app notice or email 30 days and 7 days before the License End Date.

2. Choices before expiry: before the License End Date, you may (1) select a new License Term (1, 2 or 3 years) in the Creator Dashboard, counted from the day after the original License End Date; where the Rights Source is Licensed, the term selected may not exceed the original rights holder's renewed license period, and the Platform may ask you under Article 4.8 to provide Rights Documentation for the renewal; or (2) request a takedown under Article 7, and you may schedule the License End Date as the takedown date, in which case the Platform shall complete the takedown on the License End Date under Article 7.2, item 2; however, if you make the scheduling request within 7 Business Days before the License End Date, it is handled within the time limit set out in Article 7.2, item 1.

3. No automatic takedown; extension: Uploaded Content is not automatically taken down when the License End Date arrives. If you take neither action in the preceding item before the License End Date, the License is extended for 1 year on its existing terms (including non-exclusivity, territory, manner of use, media of use and revenue sharing under Article 9), and likewise at each subsequent expiry, until the Platform actually completes the takedown under Article 7.2 or these Terms terminate. After each extension, the Creator Dashboard will display the new License End Date. If the Platform fails to send a reminder under item 1, the extension remains valid, but you may request a takedown at any time under Article 7 without incurring any liability.

4. Warranties during an extension: where the License is extended under the preceding item, you are deemed to make the representations and warranties in Article 4 anew for the

extension period. Where the Rights Source is Licensed and the original rights holder's license does not cover the extension period, you shall request a takedown or an update under item 2 before the License End Date; if your license from the original rights holder is not renewed, has expired or has been withdrawn, you shall notify the Platform and request a takedown within 3 days of becoming aware of it under Article 4.10; the Platform may first suspend display on receiving the notice and complete the takedown under Article 7.2.

5. Exclusive licenses: where content is provided under an exclusive license under Article 3.6, exclusivity is handled under Article 3.6 and the individual addendum.

## Article 4  Creator Representations and Warranties

By uploading any content, you represent and warrant that the following are true at the time of upload, throughout the Listing Period and throughout the License Period (including any period extended under Article 3.11):

**4.1 Full rights.** You are the copyright owner of the Uploaded Content (to the extent the Uploaded Content is protected by the Copyright Act), or have obtained all necessary licenses, sufficient to license the Platform (including sublicensing) under these Terms; the Uploaded Content does not infringe any third party's copyright, trademark, patent, trade secret, right of likeness, privacy, reputation or other rights. Where all or part of the Uploaded Content is not protected by copyright (e.g., parts generated purely by AI without human creative input), you warrant that you are entitled to use it commercially under the terms of the applicable AI Tools, and agree not to assert any rights against the Platform and sublicensees for their use of that part under these Terms.

**4.2 Chain of title.** Where employees, contractors, co-creators, directors, screenwriters, actors, editors, composers, art staff or other third parties took part in producing the Uploaded Content, you warrant that: (1) you have obtained, for each participant's copyright and performers' rights, a written assignment or a license sufficient to cover the scope of the license in these Terms (including sublicensing and manner of attribution); (2) all holders of the economic rights in a joint work have consented to the License (see Article 40-1 of the Copyright Act); (3) where the Uploaded Content is adapted from a novel, comic, game, script or other existing work, you have obtained the necessary licenses for adaptation, public transmission, sublicensing and the like; (4) you have not used others' characters, brands, worlds or other protected elements without authorization.

**4.3 AI-generated content.** Where all or part of the Uploaded Content is generated or assisted by artificial intelligence tools (including images, characters, voices, music, scripts and subtitles), you warrant that:

1. the terms of service of the AI Tools used permit their output to be used commercially and licensed to third parties, and you comply with that tool's usage restrictions (e.g., attribution, watermark or paid-plan requirements);

2. to your knowledge and after reasonable verification, the tool's training data and the input materials you provide (prompt images, reference videos, voice samples) come from lawful sources and do not use others' works without authorization;

3. at upload, you truthfully disclose, as required by the Platform, the AI generation or assistance involved and the names of the main AI Tools used;

4. you have not used AI to generate content that could be mistaken for real events or the words and deeds of real persons without disclosing it;

5. you have kept, and will continue to keep for the period set out in Article 4.8, item 4, Generation Records, including the AI Tool name and version, plan tier, generation date, prompts used, reference input materials and the basis of their license, and will provide them when requested by the Platform under Article 4.8;

6. you have not used the likeness or voice of a third party's characters, brands, works, entertainers or public figures as prompts, references or input materials without authorization;

7. the Platform's adding, correcting or supplementing AI-generation labels and content-source information on playback pages or in metadata as required by law, the competent authorities or Platform policy does not constitute distortion or alteration of content under Article 3.2.

**4.4 Likeness and voice of real persons.** Where the Uploaded Content shows the likeness, voice or other personal characteristics of an identifiable real person (including actors, close-ups of passers-by and celebrities), you warrant that you have obtained that person's written (including electronic) consent, and that the scope of consent covers the scope of the license in these Terms (including sublicensing, promotional use and translation/dubbing). Recreating the face, body or voice of a specific real person through AI face-swapping, deepfakes, voice cloning or other technology requires that person's express written consent; for a deceased person, the consent of their heirs or of a person legally entitled to consent is required. AI-synthesized sexual intimate images of real persons without consent are strictly prohibited; the Platform will remove them immediately and report them as required by law (see Article 319-4 of the Criminal Code).

**4.5 Music and other materials.** The music (including musical works and sound recordings), sound effects, fonts, images and video materials used in the Uploaded Content are all licensed to an extent covering the scope of the license in these Terms (e.g.,

commercial use, cross-platform use, sublicensing); if you use a royalty-free library, you should confirm that its license terms cover broadcast on third-party platforms and advertising use.

**4.6 Minors.** Where a person under 18 performs in the Uploaded Content, you warrant that you have obtained the written consent of their legal representative, comply with the Protection of Children and Youths Welfare and Rights Act, the Labor Standards Act (if employment is involved) and other relevant laws, and have not caused children or youths to engage in performances harmful to their body or mind.

**4.7 Legality and content rules.** The Uploaded Content does not violate the laws of the Republic of China (Taiwan) or the Platform's Community / Content Guidelines, including without limitation: child and youth sexual exploitation, sexual intimate images, inappropriate depictions of violence and gore, hate and discrimination, fraud, illegal advertising, undisclosed product placement or sponsored content, invasion of others' privacy, spreading disinformation, and content violating election- or gambling-related regulations.

**4.8 Rights Documentation.**

1. Required before listing: before any Uploaded Content is publicly listed, you shall submit in the Creator Dashboard the Rights Documentation set out in item 2 (the required items listed according to your answers on the Rights Source, AI Tools and third-party music), and the content may pass review only after the Platform confirms that the documentation is complete; the Platform will not list content whose documentation is incomplete. The Platform's confirmation of the documents does not mean that the Platform has confirmed the rights status of the Uploaded Content (see Article 4.9).

2. Scope of documentation: Rights Documentation includes, without limitation: script writing records (e.g., manuscripts, drafts, revision history), screenshots of project files for canvases or material assets, screenshots of editing project files, Generation Records, proof of AI Tool paid plans or subscriptions, the original rights holder's license (which shall state the license term and scope), documents on the ownership of rights of co-creators and other participants, proof of licenses for music, sound effects, fonts, images and video materials, likeness and voice consent forms, and legal representative consent forms.

3. Requests by the Platform: where reasonably necessary for review by app stores (e.g., Apple App Store, Google Play) or partner channels, third-party rights claims, requests by the competent authorities or other confirmation of rights, the Platform may, even after listing, ask you by Creator Dashboard notice or email to supplement or update all or part of the documentation in the preceding item for specific Uploaded Content, stating the reasons, the documents required and the deadline. Unless the notice states a longer

period, the deadline is 7 days from the day after the notice is delivered; where overseas material licenses are involved or there is another legitimate reason, you may request a reasonable extension within the deadline.

4. Retention period: you shall keep Rights Documentation and Generation Records until the latest of the following: (1) 3 years from the upload date; (2) 3 years from the date of the last takedown of that Uploaded Content or the end of the License Period; (3) the conclusion of any dispute, litigation or proceeding before the competent authorities relating to that Uploaded Content.

5. Effect of failure to provide: if you fail to provide the documentation within the deadline, or the documents provided are insufficient to prove the rights, the Platform may take some or all of the following measures for that Uploaded Content: (1) suspend display or take it down under Article 6; (2) suspend settlement and payment of the revenue share for that Uploaded Content from the day after the deadline expires; (3) suspend acceptance of listings of subsequent episodes of that Uploaded Content. Once you supplement the documents and the Platform confirms them, the Platform shall restore display within 7 Business Days (content that has been taken down is relisted upon your request) and add the suspended revenue share to the next settlement for payment, without interest. Where a final judgment, a determination by the competent authorities or handling under Article 11.2 confirms that the Uploaded Content infringes the rights of others, the revenue share for the suspension period is not paid under Article 9.4, item 3, and may be set off under Article 334 of the Civil Code against the compensation you owe under Article 5.1.

6. Use of the documents: the Platform uses such documents only within the scope of the handling purposes above, including providing them to the app store or partner channel that requested the review, the third party asserting rights, or the competent or judicial authorities (see Article 10.3); it stores them non-publicly and protects the personal data in them under the Privacy Policy.

4.9 You acknowledge that the Platform has no obligation to substantively verify the rights status of each item of Uploaded Content, and passing review does not mean the Platform confirms that the Uploaded Content does not infringe; however, this does not affect the Platform's liability under law.

**4.10 Notice of changes in rights status.** If a license for the Uploaded Content expires without renewal or is withdrawn, a third party claims infringement, the terms of an AI Tool used change in a way that affects commercial use, or anything else occurs that could affect the representations and warranties in Article 4, you shall notify the Platform within 3 days of becoming aware of it and cooperate in handling it. Where the Rights Source is Licensed and the original rights holder's license period is shortened or terminated early so that it becomes shorter than the License Term you selected, you shall also update the

License Term or request a takedown under Article 7 (the Platform completes the takedown after confirmation under Article 7.2); if the original rights holder's license has been renewed, you may select a new License Term in the Creator Dashboard under Article 3.11, item 2.

**4.11 Identity verification.** You agree that, as needed for review, handling infringement notices and complying with anti-money-laundering, tax and other laws, the Platform may ask you to provide and verify your true identity and contact details; if you provide false information, the Platform may act under Article 6 and the Terms of Service.

## Article 5 Liability and Indemnification

**5.1 Creator's indemnity.** If the Platform or a sublicensee faces a third-party claim, a penalty from the competent authorities or suffers damage because you breached the representations and warranties in Article 4 or these Terms, you shall handle the matter and bear liability as follows: (1) regardless of whether you are at fault, compensate the Platform and sublicensees for the reasonable attorneys' fees, litigation and arbitration costs, takedown and replacement costs, costs of withdrawal from partner channels or advertising, viewer refunds and reasonable internal handling costs incurred as a result; (2) for damage other than that in the preceding item, compensate the Platform for the damage it suffers to the extent attributable to you, including amounts paid under a judgment, a settlement (consented to or deemed consented to by you under Article 5.2) or a ruling. Compensation is limited to damage that has an adequate causal relationship with your breach.

**5.2 Procedural safeguards.** When a third party asserts a claim against the Platform, the Platform shall notify you within a reasonable period after becoming aware of it, provide the relevant information, and give you the opportunity to state your views, present evidence and take part in the defense or negotiations; if the Platform settles with a third party or admits liability without your consent, you are not liable for the part of the settlement amount exceeding a reasonable range. If you do not express your views within 7 days of receiving the Platform's notice and settlement proposal, you are deemed to consent; in an emergency (e.g., the competent authorities set a deadline or a partner channel requires immediate takedown), the Platform may first take necessary preservation or loss-mitigation measures, without affecting your rights under this Article. If the Platform fails to notify you, causing you to lose the opportunity to defend or enlarging the damage, you are not liable for the enlarged part.

**5.3 Platform's liability.**

1. The Platform shall exercise the care of a good administrator in storing and playing Uploaded Content and shall use Uploaded Content within the scope of these Terms. If the

Platform or a sublicensee uses Uploaded Content beyond the scope of the License, it shall be liable to you under law.

2. The Platform Services are provided as is; the Platform is not liable for damage caused by events not attributable to the Platform, such as force majeure, third-party network or cloud service outages, or hacker attacks.

3. No exemption or limitation of liability applies to damage caused by the Platform's intent or gross negligence, or to liability that cannot be excluded or limited under law (see Article 222 of the Civil Code).

4. Except in the case of the preceding item, the Platform's liability for damages to you under these Terms is capped at the total revenue share actually paid to you by the Platform in the most recent one month before the damage occurred, and the Platform is not liable for indirect damage or lost profits.

5. Your liability under Article 5.1 is limited to matters attributable to you, damage with an adequate causal relationship to the breach, and reasonable costs, and is subject to the procedural safeguards in Article 5.2.

5.4 The foregoing provisions do not exclude any rights you may assert against the Platform under law, nor do they cause you to waive any defense granted by law.

## Article 6  Review, Refusal to List, Takedown and Restricted Display

**6.1 Review.** Uploaded Content is publicly listed only after it passes the Platform's review and the Platform confirms that the Rights Documentation submitted under Article 4.8, item 1 is complete. The Platform will generally complete the review within 14 Business Days of receiving complete upload materials and notify you of the result in the app; where supplementary materials are needed, third-party rights must be confirmed or the review volume increases, the Platform may reasonably extend this and notify you.

6.2 Grounds for refusal to list, takedown or restricted display. The Platform may refuse to list, take down, suspend display of, or restrict the display scope of content (e.g., age restriction, regional restriction, exclusion from recommendations, removal of specific segments or thumbnails) where it has one of the following reasonable grounds:

1. Breach or reasonable suspicion of breach of the representations and warranties in Article 4 or the content rules;

2. Receipt of a specific notice of infringement from a third party (handled under the provisions on internet service providers in Article 90-4 et seq. of the Copyright Act), or a notice or order from a judicial body or the competent authorities;

3. Failure to provide Rights Documentation within the deadline under Article 4.8, or the documents provided are insufficient to prove the rights;

4. Technical quality not meeting the specifications announced by the Platform (e.g., resolution, corrupted files, audio-video out of sync) and not corrected after notice;

5. The nature of the content clearly does not match the Platform's positioning, or the operating policies announced by the Platform (e.g., no longer accepting a certain genre);

6. Your account has been suspended or terminated under the Terms of Service;

7. Breach of the disclosure, labeling or Generation Records obligations in Article 4.3, not corrected within a reasonable period after notice;

8. For Uploaded Content whose Rights Source is Licensed, you or the original rights holder give notice that the original rights holder's license has expired, has not been renewed or has been withdrawn.

**6.3 Notice and appeal.** When the Platform takes a measure under the preceding paragraph, it will inform you by in-app notice or email of the measure taken and the category of reason; however, where disclosure is prohibited by law, could hinder an investigation, or involves urgent harm (e.g., child and youth sexual exploitation, sexual intimate images, imminent danger to personal safety), it may act first and notify later, or not notify. You may file an appeal within 14 days of receiving the notice, and the Platform will reply with the result within 14 days of receiving the appeal.

6.4 The Platform's taking down or restricting the display of Uploaded Content does not constitute a breach of contract toward you, nor does it affect the rights you retain under Article 2. The Platform has no obligation to list any particular content and does not guarantee the exposure, ranking or revenue of Uploaded Content.

**6.5 Repeat infringement.** If content you upload has been found to infringe, through handling under Article 11.2, a final judgment or a finding by the competent authorities, a cumulative 3 times, or if you intentionally infringe, circumvent review or repeatedly re-upload content that has been taken down, the Platform may terminate your account and these Terms, and refuse your re-registration.

## Article 7  Takedown at the Creator's Request

**7.1 Takedown requests.** You may at any time request the takedown of any Uploaded Content through the "Request Takedown" (申請下架) function in the Creator Dashboard or the contact email stated at the beginning of these Terms, without giving reasons and without incurring liability for breach; you may also schedule the License End Date as the takedown date (Article 3.11, item 2). The Creator Dashboard does not provide a function

for you to take content down directly; the Uploaded Content ceases to be publicly available only when the Platform confirms and completes the takedown under Article 7.2.

**7.2 Confirmation and processing time.**

1. After receiving a complete takedown request (a request is complete if it is sufficient to identify the Uploaded Content), the Platform shall confirm and complete the takedown within 7 Business Days and stop making the content publicly available on the Platform Services (partner channels and published promotional materials are handled under Article 8); on completing the takedown, the Platform shall display the completion time in the Creator Dashboard and notify you.

2. If you have scheduled the License End Date as the takedown date, the Platform shall complete the takedown on the License End Date; if the scheduling request is made within 7 Business Days before the License End Date, it is handled within the time limit in the preceding item.

3. The Platform may not refuse or delay handling a takedown request that complies with this Article. However, where the Uploaded Content is involved in a pending third-party rights claim, complaint, litigation or proceeding before the competent authorities, or must be preserved under laws and regulations or an order of a court or the competent authorities, the Platform may defer the takedown or preserve the Uploaded Content and related records to the extent necessary for that proceeding or order, and shall inform you of the reasons and the expected handling period by in-app notice or email; once the cause ceases to exist, the request is handled under item 1.

4. The License, the representations and warranties in Article 4 and the revenue sharing in Article 9 continue until the Platform actually completes the takedown; after the takedown, Article 8 applies.

5. If you assert that the Uploaded Content infringes your or a third party's rights, or involves personal privacy or sexual intimate images, the Platform will handle it with priority and as quickly as possible, and may first suspend display.

7.3 Handling after takedown follows Article 8.

## Article 8  Handling and Retention After Takedown

8.1 After Uploaded Content is taken down for any reason (including a takedown requested by you under Article 7 and completed by the Platform under Article 7.2, as of the time the takedown is actually completed) or these Terms terminate:

| Item | Handling |
| --- | --- |
| Public pages of the Platform Services | Public availability and recommendation stop; no new Derivative Materials are |

| | |
|---|---|
| | produced. |
| Viewers who have unlocked the content | Viewers who paid to unlock the content may continue watching until the earlier of the end of the original unlock validity period or 30 days after takedown; however, if the takedown is for illegality, infringement or privacy reasons, viewing stops immediately in all cases. |
| Cache and CDN | The Platform will issue purge requests at takedown; copies technically cached on CDNs, browsers or devices may expire naturally within a reasonable period (usually no more than 30 days). The Platform has no obligation to control residual copies on user devices, but may not actively use them again. |
| Published promotional materials | Handled under Article 3.5; you may individually request removal of specific materials (e.g., those involving privacy or reputation), and the Platform shall make reasonable efforts to remove the parts within its control within 14 Business Days. |
| Sublicensees | The Platform will notify sublicensees to stop new uses within 14 Business Days of completing the takedown; partner channels may complete the takedown within 30 days of receiving notice; ads already placed may run until the end of the flight (no longer than 3 months). |
| Backups and records | The Platform may keep backups of the Uploaded Content and related records for 180 days, solely for system restoration, legal compliance, dispute handling and preservation of evidence, and may not use them publicly; where litigation or an investigation by the competent authorities is involved, they may be kept until the proceedings conclude. The infringement recognition data under Article 3.8 is not subject to the foregoing 180-day limit. |

8.2 Articles 2, 3.7, 3.8, 3.10, 4 (including the document retention and submission obligations in Article 4.8), 5, 8, 9.5, 9.6, 9.10, 11 and 14 remain in effect after Uploaded Content is taken down, the License Period expires or these Terms terminate. However, the representations and warranties in Article 4 are limited to uses occurring during the Listing

Period, the License Period (including any period extended under Article 3.11) and the continued-use period under Article 8.

## Article 9 Revenue Sharing and Remuneration

**9.1 Advertising revenue share.** The Platform will allocate **30%** of the advertising revenue generated by your Uploaded Content to you; Uploaded Content provided under an exclusive license is allocated at the higher percentage set in the individual addendum under Article 3.6.

**9.2 Basis of calculation.** "Advertising revenue" in the preceding paragraph means **the net revenue actually received from ad networks (e.g., Google AdMob, AdSense)** for ads played with your Uploaded Content, that is, the amount after deducting only the ad network's fees or revenue share; it excludes amounts that must be refunded or are clawed back by the ad network. Amounts denominated in foreign currency are calculated at the New Taiwan Dollar amount actually credited to the Platform.

**9.3 Attribution.** Advertising revenue that can be directly attributed to specific Uploaded Content (e.g., rewarded ads watched to unlock episodes of that content) is attributed to that content; revenue that cannot be directly attributed is allocated in proportion to each item of Uploaded Content's share of valid views out of all valid views on the Platform in that period.

**9.4 Exclusion of invalid traffic.** The following traffic or revenue is excluded from the calculation: (1) revenue deemed invalid traffic and clawed back by the ad network; (2) views or ads generated by bots, scripts, view inflation, incentivized clicks, repeated self-viewing or other abnormal means; (3) revenue generated during the period of violation by content taken down under Article 6 or found to violate Article 4. When the Platform determines that any of the foregoing applies, it will notify you of the reasons, and you may appeal under Article 6.3.

**9.5 Settlement and payment.** Revenue share is settled and paid monthly:

1. Settlement: at the end of each month the Platform settles the revenue share for the previous month and provides a statement in the Creator Dashboard (including valid views and the revenue share amount for each item of content).

2. Payout minimum: when your accumulated unpaid revenue share reaches US$ **100**, the Platform will pay it within **30 days** after settlement; amounts below that carry over to the next period. Revenue share is calculated in New Taiwan dollars, and whether it reaches that amount is determined at the reference exchange rate shown in the Creator Dashboard.

3. Payment method: revenue share is paid **only by international wire transfer in US dollars** to the account you registered in the Creator Dashboard, converted into US dollars at the bank's exchange rate on the day of the transfer.

4. Wire fees: all wire fees charged by the sending bank, any intermediary bank and the receiving bank **are borne by you** and are deducted directly from the amount transferred.

**9.6 Taxes.** Under the tax laws of the Republic of China (Taiwan) and the National Health Insurance Act, when paying revenue share the Platform withholds income tax and the National Health Insurance supplementary premium (二代健保補充保費) to the extent required by law, and pays you the balance after these deductions; the amounts withheld are shown on the earnings page of the Creator Dashboard. Income tax is withheld at the statutory rate for your tax residency status: 10% for residents of the Republic of China (Taiwan) (including Taiwan business entities) and 20% for non-residents (including foreign business entities), unless the law provides otherwise; where a single payment is below the statutory withholding or deduction threshold, no withholding or deduction is made, as provided by law. The Platform also files withholding returns and issues withholding statements as required by law. You shall provide correct identity, tax residency and account information and bear the taxes payable by you under law. If payment cannot be made because of incomplete information, the revenue share is held and paid after the information is completed.

**9.7 Other revenue.** Paid unlocking, subscriptions (including VIP) and other non-advertising revenue are not shared under the current version of these Terms. If the Platform launches other revenue-sharing, bonus or creator-fund programs in the future, it will announce separate terms, which apply after your separate consent.

**9.8 No guarantee of revenue.** The revenue share amount depends on actual advertising revenue, and the Platform does not guarantee any minimum amount (see Article 6.4).

**9.9 Applicability.** This Article applies to advertising revenue generated from the effective date of version v1.1 of the Terms; advertising revenue before that effective date is not retroactively shared. Advertising revenue generated before the effective date of version v1.3 (October 26, 2026) is allocated at the 50% rate under Article 9.1 of version v1.2; advertising revenue generated on or after that date is allocated at the 30% rate under Article 9.1 (version v1.4 does not change this rate).

**9.10 Extension periods and suspended payments.** Advertising revenue generated by Uploaded Content (whatever its Rights Source) during a License Period extended under Article 3.11 is allocated at the rate in Article 9.1. A suspension of settlement and payment of revenue share under Article 4.8, item 5 is limited to the Uploaded Content concerned; the revenue share for your other Uploaded Content is settled and paid as usual.

## Article 10 Personal Data

10.1 The Platform collects, processes and uses personal data about you and contained in uploaded materials in accordance with the Personal Data Protection Act and the Platform's Privacy Policy (https://guavashorts.com/privacy).

10.2 If you provide personal data or likenesses of others (e.g., actors) in Uploaded Content, you shall ensure that they have been informed and have consented as required by law, so that the Platform may process and use them within the purposes of these Terms.

**10.3 Disclosure for handling infringement and legal compliance.** You agree that, as necessary for handling infringement notices, review and legal compliance and to the extent permitted by law, the Platform may provide your identity and contact details and related proof of rights to third parties asserting rights, the competent authorities, judicial bodies and sublicensees.

## Article 11 Account Security and Third-Party Notices

11.1 You shall keep your Creator Dashboard account and password safe; content uploaded through your account is presumed to have been uploaded by you, unless you prove that the account was misappropriated and you were not at fault.

11.2 A third party who believes Uploaded Content infringes its rights may submit a notice under the Infringement Notice Procedure announced by the Platform; the Platform will handle it under the provisions of the Copyright Act on internet service providers and notify you that you may submit a counter-notice. The procedure, deadlines and content of counter-notices follow the Copyright Act and the regulations made under it, and the appeal deadline in Article 6.3 does not affect that procedure; after a counter-notice has been forwarded as required by law, if the right holder does not notify the Platform within the statutory period that it has filed a lawsuit against you, the Platform will restore the content as required by law.

## Article 12 Termination of the Terms

12.1 You may stop using the Creator Dashboard and request deletion of your account at any time; deleting your account is deemed a request to take down all Uploaded Content, handled under Articles 7 and 8.

12.2 If the Platform terminates the Platform Services, it shall announce this and notify you by email 30 days in advance, and handle Uploaded Content under Article 8.

## Article 13 Versions and Amendments

13.1 The version number and effective date of these Terms are stated at the beginning of these Terms. The Platform keeps all previous versions in the Creator Dashboard for you to view and download.

**13.2 Notice of amendments.** When the Platform amends these Terms, it will notify you by in-app notice and email and describe the main changes.

**13.3 Material adverse changes.** If an amendment expands the scope of the license, extends the continued-use period, increases your liability or reduces your rights, the Platform will notify you at least 30 days before the effective date; amendments that are not material adverse changes (e.g., wording corrections, updates to contact information, new terms favorable to you) may take effect upon announcement. **For a material adverse change under the preceding sentence, the Platform may require you to tick to agree to the new version of the Terms in the Creator Dashboard before you may upload new content, or supplement materials, make changes or take other review-related actions for Uploaded Content under review; if you tick to agree on your own initiative, the new version applies to you from the time you agree and is not subject to the 30-day period in the preceding sentence. If you do not tick to agree, the Terms as they stood before the amendment continue to apply between you and the Platform until the new version takes effect for you under the preceding sentence, and you may proceed under Article 13.4.**

**13.4 If you do not agree.** If you do not agree with an amendment, you may stop using the service before the effective date and request takedown under Article 7; until the takedown is completed, the pre-amendment Terms continue to apply to existing Uploaded Content. If you continue to upload new content after the effective date, the amended Terms apply to the new content.

**13.5 Changes expanding the scope of the license.** If an amendment expands the scope of the license, the pre-amendment Terms continue to apply to existing Uploaded Content, and you are not deemed to consent merely because you do not request takedown or continue to use the service; the new version applies to existing Uploaded Content only after you actively tick to agree to it. After the new version takes effect, you must first tick to agree to it before you can continue uploading new content. Other material adverse changes apply to existing Uploaded Content if, after notice under Article 13.3 and the arrival of the effective date, you have not requested takedown under Article 13.4.

**13.6 Application of version v1.4.**

1. Newly registered Creators, and Creators who have ticked to agree to this version: this version applies to the content they upload or submit from the time they tick to agree, including Uploaded Content under review under item 3.

2. Creators who have agreed to version v1.3: they must tick to agree to this version in the Creator Dashboard before they may upload new content, or supplement materials, make changes or take other review-related actions for Uploaded Content under review (latter

part of Article 13.3). Until you tick to agree to this version, version v1.3 continues to apply between you and the Platform.

3. Uploaded Content under review: for Uploaded Content submitted before the effective date of version v1.4 that has not yet passed review, the Platform suspends review from the effective date and notifies you by in-app notice and email. After you tick to agree to this version, the Platform reviews that content under this version (including selecting the License Term and License Start Date under Article 1.2, item 9, and submitting Rights Documentation under Article 4.8, item 1); the review period in Article 6.1 runs from the day on which you have ticked to agree and completed the materials.

4. Withdrawal: if you do not agree to this version, you may at any time withdraw Uploaded Content under review in the Creator Dashboard, without giving reasons and without incurring any liability; the Platform shall stop processing it within 7 Business Days of receiving the withdrawal and handle the related data under Article 8 and the Privacy Policy. Because Uploaded Content under review has not been publicly listed, the Platform may not use it publicly.

**13.7 Application of version v1.5.** Version v1.5 amends Articles 9.5 and 9.6 (payout minimum, payout cycle, payment method, wire fees, and withholding of tax and premiums); no other provisions are changed.

1. Newly registered Creators, and Creators who have ticked to agree to this version: this version applies from the time they tick to agree.

2. Creators who have agreed to version v1.4 or an earlier version: they must tick to agree to this version in the Creator Dashboard before they may upload new content, or supplement materials, make changes or take other review-related actions for Uploaded Content under review (latter part of Article 13.3). Until you tick to agree to this version, the version you agreed to continues to apply between you and the Platform; however, the amendments to Articles 9.5 and 9.6 take effect 30 days after notice under the first part of Article 13.3 and apply to revenue share paid after they take effect.

3. Uploaded Content under review: for Uploaded Content submitted before the effective date of this version that has not yet passed review, the Platform suspends review from the effective date and resumes it after you tick to agree to this version; the review period in Article 6.1 runs from the day on which you tick to agree. If you do not agree to this version, you may at any time withdraw Uploaded Content under review in the Creator Dashboard, and Article 13.6, item 4 applies mutatis mutandis.

**13.8 Application of version v1.6.** Version v1.6 adds the "App stores" use to Article 3.1. This expands the scope of the license under Articles 13.3 and 13.5; no other provisions are changed.

1. Newly registered Creators, and Creators who have ticked to agree to this version: this version applies to the content they upload or submit from the time they tick to agree, including existing Uploaded Content and Uploaded Content under review under item 3.

2. Creators who have agreed to version v1.5 or an earlier version: they must tick to agree to this version in the Creator Dashboard before they may upload new content, or supplement materials, make changes or take other review-related actions for Uploaded Content under review (latter part of Article 13.3). Until you tick to agree to this version, the version you agreed to continues to apply between you and the Platform, and the Platform will not make the "App stores" use in Article 3.1 of your existing Uploaded Content; however, where a Work License Authorization you signed for a specific Uploaded Content already provides for that use, that Work License Authorization applies.

3. Uploaded Content under review: for Uploaded Content submitted before the effective date of this version that has not yet passed review, the Platform suspends review from the effective date and resumes it after you tick to agree to this version; the review period in Article 6.1 runs from the day on which you tick to agree. If you do not agree to this version, you may at any time withdraw Uploaded Content under review in the Creator Dashboard, and Article 13.6, item 4 applies mutatis mutandis.

## Article 14  Governing Law and Jurisdiction

14.1 These Terms are interpreted and applied in accordance with the laws of the Republic of China (Taiwan).

14.2 The parties shall first negotiate in good faith any dispute arising from these Terms. If negotiation fails and litigation ensues, the Taiwan Taipei District Court shall be the court of first instance; however, if you are a consumer, you may file suit in another court with jurisdiction under Article 47 of the Consumer Protection Act or the Code of Civil Procedure, and this provision does not affect your right to apply for a transfer under Article 28, Paragraph 2 of the Code of Civil Procedure.

14.3 These Terms are governed by the Traditional Chinese version; versions in other languages provided by the Platform are translations for ease of reading, and in case of any discrepancy, the Traditional Chinese version prevails.

## Article 15  Miscellaneous

15.1 If any provision of these Terms is held invalid, the validity of the other provisions is not affected; the invalid part is replaced by a lawful provision closest to the original intent.

15.2 Any doubt about these Terms is interpreted under the relevant provisions of the Civil Code; if you are a consumer, it is also interpreted in your favor under Article 11, Paragraph 2 of the Consumer Protection Act.

15.3 You may not transfer your rights and obligations under these Terms to a third party without the Platform's written consent; if the Platform transfers the Platform Services because of a business transfer, merger, division, organizational change, or a reorganization or financing with affiliates, it may transfer these Terms to the transferee and will notify you, and if you do not agree, you may request takedown under Article 7.

## Appendix  Consent Checkbox Text

Before ticking, I have read in full and understood the "Guava Shorts Creator Upload License Terms" (version v1.6, [View full text] / [Download PDF]) and the Privacy Policy, agree to license 城浩科技有限公司 to use the content I upload under those Terms, and confirm that I hold full rights to the uploaded content, have obtained the necessary consents for performers' likenesses and voices (including AI-generated or imitated ones), music and the legal representatives of minors, and have truthfully disclosed the AI tools used; I agree to keep Generation Records and Rights Documentation under Articles 4.3 and 4.8 and to provide them within the deadline when the Platform requests them; I confirm the License Term and License Start Date that I select in the dashboard for each work (for licensed works, not exceeding the original rights holder's license period), and I understand that on expiry the License is handled under Article 3.11.