

# TERMS OF SERVICES FOR PERFORMERS

(hereinafter “Terms of Services” or “Terms of Services for Performers”)

*Last modified: 01 February 2024*

PLEASE READ THE FOLLOWING TERMS OF SERVICES FOR PERFORMERS CAREFULLY, AS THEY FORM THE AGREEMENT BETWEEN YOU, THE PERFORMER, AND US, THE OPERATOR OF THE [MYDIRTYHOBBY.COM](https://mydirtyhobby.com) SITE (HEREINAFTER THE “AGREEMENT”).

YOU MUST BE AT LEAST (EIGHTEEN) 18 YEARS OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE TO AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE, AND SHOULD NOT PROCEED TO REGISTER OR OTHERWISE USE THE SERVICE. BY USING THE SERVICE, YOU ARE UNEQUIVOCALLY DEMONSTRATING YOUR WILLINGNESS TO BE BOUND BY THIS AGREEMENT IN ITS TOTALITY, INCLUDING ALL AMENDMENTS MADE FROM TIME TO TIME.

THESE TERMS ARE COMPLEMENTARY TO, AND ARE ENFORCED IN ADDITION WITH, ANY ADDITIONAL WRITTEN AGREEMENT YOU MAY HAVE WITH US. IN CASE THE TWO DOCUMENTS CONTRADICT EACH OTHER, THE ADDITIONAL WRITTEN AGREEMENT SHALL SUPERSEDE THESE TERMS.

In order to facilitate your reading, here is an outline of these Terms of Services:

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## 1. PRELIMINARY PROVISIONS

### 1.1. Definitions

**1.1.1.** The term “**we**”, as well as all first-person pronouns (us, our, ours), refers to Aylo Social Ltd, a company duly organized under the laws of the Republic of Cyprus, with its registered office at Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, Cyprus 2540, the operator of the Website [www.mydirtyhobby.com](http://www.mydirtyhobby.com).

**1.1.2.** The terms “**Performer**” and “**you**”, as well as all second-person pronouns, such as “**yours**”, refer to you, a registered user that has decided to join the community of content contributors as a Performer and submit Audio and Video content (whether live or recorded) and photographs for sale for private use on the Website, subject to the conditions, restrictions and provisions set by the Terms of Service for Performers, the various policies of the Website(s), including inter alia the [Privacy Policy](#), [CSAM Policy](#) and [NCC Policy](#) (hereinafter the “**Policies**”) any other important documents on the Website, as those may be from time to time, and/or any other written agreement you may have with us.

**1.1.3.** The term “**Website(s)**” or “**Site(s)**” refers to the websites [www.mydirtyhobby.com](http://www.mydirtyhobby.com), [www.mydirtyhobby.de](http://www.mydirtyhobby.de), and/or any predecessor or successor domain or URL, and any other related website that is operated by us, and includes the content on that website, all of our services provided on or through that website and any software that we make available on or through that website, including but not limited to, the Landing Page.

**1.1.4.** References to the terms “**MyDirtyHobby**”, “**MyDirtyHobby.com**”, “**MyDirtyHobby.de**”, and “**MDH**” are synonymous with our offerings and are used interchangeably herein.

**1.1.5.** The term “**User-Generated Content**” or “**Content**” refers, collectively, to Audio and Video (whether live or recorded) content, photographs and textual content contributed by you to the Website and/or user(s). The “**Content**” shall also refer and include responding to paid text messages from users and private chats via webcam between you and the users via our Site.

**1.1.6.** The term “**Landing Page**” refers to the website/landing page that is generated via the Performer’s account in the Website and operated by us, pursuant to which a Performer may create a personalized website for the purposes of promoting her Performer profile in the Website to users and/or potential users of the Website. Landing Page for the purposes of these Terms of Services for Performers is considered as an integral part of the Website.

### 1.2. What this is

This is a contract between you and us (and not a contract between you and any of our users). You should treat it as any other contract by reading its provisions very carefully, as they will affect your legal rights. The Terms of Services govern your rights and responsibilities in connection with the Website.

We offer you the ability to publish your User-Generated Content over the Website. This User-Generated Content is to be sold for private use only. You are to be paid a commission based on the total revenue from the sale of your published User-Generated Content.

By accessing or using the Website and/or Landing Page in any manner, you are affirmatively agreeing to be bound by these Terms of Services and our [Privacy Policy](#). You may “use” the Website anytime you access (via computer, mobile device or other technology), view, link to or from, or otherwise interact or communicate with or connect to, the Website (or any parts thereof) or interact or communicate with other users through the Website (including, without limitation, on message boards, chat rooms and/or other communities established on the Website).

You may not pick and choose which terms apply to you. If you do not agree with all of these Terms of Services, you must cease all access and use of the Website and any other services provided by us. Nothing in these Terms of Services is intended to create any enforcement rights by third parties.

### **1.3. Consideration**

Consideration for your acquiescence to all of the provisions in these Terms of Services has been provided to you in the form of allowing you to use our Website and our services. You agree that such consideration is both adequate, and that it is received upon your using any portion of any of our Website and/or services.

You do not incur any costs for joining our community of content contributors.

### **1.4. Revisions to these Terms of Services**

**1.4.1.** From time to time, we may revise these Terms of Services. In such an event, we will give you reasonable notice in advance and in a transparent manner, in text form, i.e. via a pop-up notification on the Website when logging on to your account, or via e-mail. We reserve the right to do so in our sole discretion, and you agree that we have this unilateral right, if the previous version of the Terms of Services is no longer consistent with our business model and the extent of the revisions is deemed appropriate and reasonable for the Performer.

You agree that all modifications or changes to these Terms of Services are in force and enforceable immediately upon posting. You shall be deemed to have approved modifications or changes to these Terms of Services, if you do not notify us in writing of your objection to such modifications or changes within 14 days of the earliest of (i) the “last modified” date at the top of these Terms of Services, and (ii) the day on which you were notified of such changes. If any of the modifications or changes to these Terms of Services are unacceptable to you, your only recourse is to terminate your account.

You also agree that your use of the services following the expiry of such 14-day period constitutes your acceptance of the Terms of Services as modified. Each updated version of these Terms of Services supersedes any prior versions as of the ‘Last Modified’ date found at the top, and any prior version(s) shall have no continuing legal effect. To the extent any amendment of these Terms

of Services is deemed ineffective or invalid by any court, the parties intend that the prior, effective version of these Terms of Services be considered valid and enforceable to the fullest extent.

**1.4.2.** You are responsible for reviewing and becoming familiar with any modifications to these Terms of Services. These Terms of Services are located [here](#) and you agree to periodically revisit this web page, and to use the “refresh” button on your browser when doing so. You agree to note the date of the last revision to these Terms of Services. If the “last modified” date remains unchanged from the last time you reviewed to these Terms of Services, then you may presume that nothing in these Terms of Services has been changed since the last time you read them. If the “last modified” date has changed then you can be certain that something in to these Terms of Services has been changed, and that you need to re-review them in order to determine how your rights and responsibilities may have been affected by the revisions.

**1.4.3.** If you fail, upon our notification, to review these Terms of Services to determine if any of the terms have changed, you assume all responsibility for your failure to do so and you agree that such failure amounts to your affirmative waiver of your right to review the amended terms. We are not responsible for your neglect of your legal rights.

## **1.5 Incorporation by Reference**

Although these Terms of Services represent the primary terms and conditions of service for the Website, additional policies, guidelines and rules are hereby incorporated by reference. The document(s) which can be found on the Website, and which are specifically incorporated by reference, are therefore part and parcel of this Agreement.

## **2. YOUR AGREEMENT**

These Terms of Services apply to the web sites, web pages, interactive features, applications, widgets, blogs, social networks, social network “tabs”, or other online or wireless offerings that post a link to these Terms of Services, whether accessed via computer, mobile device or other technology, manner or means. It is presumed that if you are utilizing the services provided by the Website, you have decided to become a Performer and provide User-Generated Content to be shared over the MyDirtyHobby.com portal and platform. You MUST, therefore, familiarize yourself with and agree to these Terms of Services governing your use of the Website, as well as the Terms of Services governing the MyDirtyHobby.com portal and platform, which are found here. In addition, you must adhere to all applicable local, national, and international laws and regulations that may govern your use of the Website.

## **3. ELIGIBILITY FOR ACCESS TO THE WEBSITE**

You must be eighteen (18) years of age, or older in any other location in which eighteen (18) is not the minimum age of majority in the applicable jurisdiction to access the Website, to contribute materials to the Website or to receive online services from us.

Use of our services is void where prohibited by law.

By using and/or viewing services provided by us, you represent and warrant that you are not prohibited by law from using the offered online services and that you have the right, authority and capacity to enter into this agreement and to abide by all of its Terms of Services as posted here and as amended from time to time.

By using our services, you are making the following statement:

UNDER PENALTY OF PERJURY I swear/affirm that as of this moment:

- I am an adult, at least eighteen (18) years of age (or older in any other location in which eighteen (18) is not the minimum age of majority);
- I am familiar with the laws in my area affecting my legal right to access erotica or adult-oriented material, and I have the legal right to access such material and you have the legal right to transmit such material to me in my location. It is my desire to post User-Generated Content via your Internet platform, utilizing the services provided by you, and it is legal in my community for me to do so, even if the User-Generated Content I choose to contribute to the Website includes images of human beings in various stages of undress and engaged in sexual acts;
- I am fully aware that the User-Generated Content I am contributing to the Website is or may be of a sexual nature and I have the legal right to participate and contribute to your community;
- I promise that I will not permit any person(s) under eighteen (18) years of age (or older in any other location in which eighteen (18) is not the minimum age of majority) to have access to any of the materials (including any products or features) contained within the Website;
- I will not allow any person(s) under eighteen (18) years of age (or older in any other location in which eighteen (18) is not the minimum age of majority) to appear in any of my User-Generated Content. Further, I acknowledge that I am solely responsible for maintaining the age verification documentation required by Title 18 U.S.C. 2257 and shall provide you with a copy of same;
- I am familiar with the laws in my area concerning my ability to enter contracts and I have the legal right to contract with you. I am aware that the User-Generated Content I am contributing to the Website may be of a sexual nature and I have the legal right to participate and contribute to the Website community;
- No one has solicited my involvement with the Website on the promise of compensation for the provision of sexual gratification. My choice to participate in the Website community is a manifestation of my interest in sexual matters which, I believe, is both healthy and normal and which, in my experience, is generally shared by average adults in my community;
- I am familiar with the standards in my community regarding the acceptance of such sexually oriented materials, and the materials I expect to encounter are within those standards;
- In my judgment, the average adult in my community accepts the consumption of such materials by willing adults in circumstances such as this which offer reasonable insulation from the materials for minors and unwilling adults, and will not find such materials to appeal to a prurient interest or to be patently offensive;

- It is my desire to share and/or to invite others to share my own private and personal behaviors and to comment, rate, criticize, organize and recommend based on what I am exposed to by utilizing the online services provided by you, while inviting others to do the same;
- I represent and warrant that I have not notified any governmental agency that I do not wish to receive sexually oriented material;
- Under no circumstances is the Website to be utilized for any illegal activity.

#### **4. REGISTRATION**

In order to register as a Performer, you must be over eighteen (18) years of age and/or over the age of majority in the applicable jurisdiction. The Performer may not register as a Performer if Performer is not eighteen (18) years of age, or older in any other jurisdiction in which eighteen (18) is not the minimum age of majority. We reserve the right to request proper and satisfactory documents to verify your age and/or identity. We shall immediately, and may without prior notice, suspend and/or terminate your account where it appears or is brought to our attention that the Site is or has been used by anyone under eighteen (18) years of age, or older in any other location in which eighteen (18) is not the minimum age of majority in the applicable jurisdiction.

If you want to become a Performer and post User-Generated Content through MyDirtyHobby, you must first join the community of content contributors at MyDirtyHobby and agree to provide true and correct personal information. If the information you provide is not true and correct, you face the immediate termination of your account and you may be subject to legal sanctions. Certain changes to your personal information such as country of residence, name, minimum payout, banking details and screen name can only be made by our staff. Therefore, if your information appears incorrect or needs to be changed you may need to contact our staff to have this done.

We may, in our sole discretion, decline your application to join our community of content provider for any reason.

You will be asked to provide a valid email address for verification purposes and quality assurance, and you agree that we may send you e-mails, both of a transactional nature and also for commercial and promotional purposes.

You will choose your own screen name which must be unique to you, not offensive to others and not in violation of another's copyright or trademark. You will also choose your password, which you can change later. It is imperative that you do not let anyone else use your account (you must keep your password secret and secure).

You may never use anyone else's account, just as no one can ever use yours.

Before you are able to upload and offer any User-Generated Content for sale, you need to verify your identity and age. In order to do so, you need to submit the following documents, in color to us (please submit back and front):

- A **Photo ID** meaning a Government Issued ID containing your Date of Birth, expiration date, your Photo, and your full legal name. This could be, for example, your Driver's License (in countries where a National ID is not mandatory), International Passport, Citizenship Card, State ID, National Passport, or your National ID Card.
- A **Valid Social Security Number and a copy of your Social Security Card** (for tax purposes, USA only)
- A clearly legible, color **photo** of the Performer holding the Photo ID beside his face.
- A **Tax Identification Number (T.I.N.)** or **Proof of Residence** via the provision of a clearly legible, recent (within the last three months) utility bill in your name.

These requirements apply to every person who will appear in any media on your profile.

You acknowledge that you are solely responsible for the activity that occurs on your account, and you must immediately notify us if you believe there has been the slightest breach of security or unauthorized use of your account.

You will be liable for any losses incurred by us due to the unauthorized use of your account. We are not liable for your losses caused by any unauthorized use of your account and you specifically waive any such claim and agree to defend and indemnify us against any such claims made against it by third parties.

To the extent you voluntarily create a user profile to participate in certain select services offered by us, your profile (and its contents) may be searchable by other users registered through the Website and others partnered or networked with us. Likewise, your profile (and its contents) may be searchable by publicly available search engines.

Once your Performer account has been created, your Performer account will be assigned a numerical code (hereinafter "**Referral Code**") unique to your Performer account. If you create a co-controlled account with another Performer (hereinafter "**Couple account**"), your Couple account will also be given a unique Referral Code. Unless otherwise explicitly agreed upon, no Performer may be the creator and/or owner and/or controller of more than one (1) Performer account and one (1) Couple account.

You may refer Users or Performers for registration to the Website via the use of a unique URL assigned to your Performer account or Couple account (collectively hereinafter the "**Referral Program**") that is embedded with your Referral Code (hereinafter "**Referral Link**").

If your Performer account or Couple account has been created via the use of a Referral Link owned by another Performer or User of the Website, then your Performer account or Couple account will be associated with the Referral Code of the Performer or User of the Website that owns that Referral Link. The only way to disassociate/separate your Performer account or Couple account from such Referral Code owned by the other Performer or User of the Website is for you to acquire the written consent of the Performer or User of the Website who owns that Referral Code, by having them contact our support team via e-mail at [support@mydirtyhobby.com](mailto:support@mydirtyhobby.com).

By accepting these Terms, you understand and agree that the purpose of the Referral Program is exclusively to introduce new persons to the Website.

You also understand and agree that you will not use the Referral Program for personal gain (other than the benefits explicitly provided by us under the Referral Program from time to time), for the benefit of a third party, or to attempt to manipulate any aspect of the Website, but in any case for any reason other than to introduce new persons to the Website.

Furthermore you understand and accept that family members such as, but not limited to, siblings, parents, grandparents and spouses (whether as users or Performers) are not eligible for referral under the Referral Program, and that any action taken to refer family members equates to an attempt to manipulate an aspect of the Website and will be considered fraudulent.

We reserve the right, and in our sole discretion, to terminate your account and/or take any additional action we consider appropriate thereto, upon the actual or suspected violation of the provisions of this section 4, including, but not limited to, the withholding of any commission or referral fee you would otherwise be entitled to under the Referral Program.

Upon termination of your Performer account and/or Couple account, and for any reason including, but not limited to, via request for deletion, all payouts mentioned herein and Section 13 of these Terms (as may be revised from time to time) will be automatically and instantly severed.

## **5. OUR RESPONSIBILITIES – SERVICES AVAILABILITY**

For as long as we continue to offer our services, the Website shall provide and seek to update, improve, and expand the services. As a result, we allow you to access the Website as it may exist and be available on any given day and have no other obligations, except as expressly stated in these Terms of Services. We may modify, replace, refuse access to, suspend, or discontinue the Website, for all or part of the services, for you or all of our users, in our sole discretion. All of these changes shall be effective upon their posting on the Website or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and/or discard any content available as part of your account, with or without notice if deemed by us to be contrary to these Terms of Services.

We shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters, war, riot, arson, embargoes, acts of civil or military authority, or terrorism, fiber cuts, strikes, or shortages in transportation, facilities, fuel energy, labor or materials, failure of the telecommunications or information services infrastructure, hacking, SPAM, any failure of a computer, server or software (including operating system), server changes or upgrades, or change of service providers, for so long as such event continues to delay the Website's performance. Any and all losses resulting from any such failure will not be compensated.

## 6. PERFORMER AND USER-GENERATED CONTENT

You have decided to join the community of content contributors as a Performer and submit Audio and Video (whether live or recorded) content and photographs (“**User Videos**”) and textual content (“**Chat**”). User Video and Chat are collectively referred to as “**User-Generated Content**”. You understand that we do not guarantee any confidentiality with respect to any User-Generated Content you contribute.

Subject to what is permitted under applicable law, you are free to choose the type of User-Generated Content you produce and post or publish. You shall be solely responsible for your own User-Generated Content and the consequences of posting or publishing such User-Generated Content. In connection with User-Generated Content, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and to any and all your User-Generated Content to enable inclusion and use of the User-Generated Content in the manner contemplated by the Website and these Terms of Services, and (ii) you have the written consent, release, and/or permission of each and every identifiable persons in your User-Generated Content to use the name or likeness of each individual for use in your User-Generated Content in the manner contemplated by the Website and these Terms of Services.

We are not responsible for any User-Generated Content that violates a community’s norms or mores. We expect and demand that you comply with all federal, state, provincial and local laws when using the Website and when submitting or posting User-Generated Content to the Website. If you are unsure whether or not User-Generated Content will violate a law, you are urged to contact an attorney prior to posting the User-Generated Content. We cannot enforce every jurisdiction’s laws for all User-Generated Content that is posted on the Website. As such, we are not responsible for the User-Generated Content of the Website.

We reserve the right (but not the obligation) in our sole discretion to moderate, refuse, delete, move, or otherwise edit any and all User-Generated Content that, and for any or no reason, including but not limited to if we deem such User-Generated Content is in violation of the law (including trademark and copyright law), is abusive, defamatory, obscene or otherwise unacceptable, or to comply with our legal obligations, as those may be from time to time, and you expressly agree that removal of any such Content is not to be construed as endorsement of any remaining content. Furthermore, you expressly agree that you will never assert that we edit or amend any Content for the purpose of establishing that we are a producer or author of any User-Generated Content accessed or viewed via the services.

You must evaluate, and bear all risks associated with, the use of any User-Generated Content, including any reliance on the accuracy, completeness, usefulness, or lawfulness of such User-Generated Content. In this regard, you acknowledge that you may not rely on any content created by us or User-Generated Content transmitted to the Website. You are responsible for all your User-Generated Content that is uploaded, posted, emailed, transmitted, or otherwise made available via the service.

If we have a reason to suspect that your User-Generated Content violates any third party right, including without limitation any copyright, trademark, or property right, we can require you to provide us with written evidence of your ownership of, or right to use, the material in question. If we require such written evidence, you agree to provide it to us within five working days of the date of our request. Your failure to provide us with such required written evidence within that time-frame may lead to the immediate termination of your account, us demanding compensation from you for any accrued costs and damages related to such User-Generated Content and the immediate suspension of any and all pending payments from us to you.

Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a screen name or password.

The content you are allowed to upload on your Landing Page shall be the User-Generated Content you have already submitted to the Website. Following the submission of such User-Generated Content, it will become available for uploading on your Landing Page. The User-Generated Content that is uploaded on the Landing Page may be modified by us in order to conform to these Terms of Services.

## **7. GRANT OF LICENSE**

On the condition that you comply with all your responsibilities under these Terms of Services, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access our Website. For the avoidance of doubt, a contractual agreement shall be closed solely and exclusively between the Performer and MyDirtyHobby. For that reason, by accessing and/or using our Site and by providing services to us, contractual agreements between Users and the Performer(s) will not be concluded.

Any other use of the Website contrary to our mission and purpose is strictly prohibited and a violation of these Terms of Services. We reserve all rights non expressly granted to in these Terms of Services, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest on the Website and all related items, including any and all copies made of the Website.

We do not claim any ownership right in the texts, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials that you transmit, submit, display or publish (“post”) on or through the Website or in connection with our services.

For clarity, you retain all of your legitimate ownership rights in your User-Generated Content, and viewers are granted nothing more than the right to view your submissions. However, by submitting User- Generated Content to the Website, you hereby grant us a worldwide, non-exclusive, fully-paid and royalty-free, sub-licensable and transferable license to use, modify, delete from, add to, publicly display, reproduce, distribute, prepare derivative works of display, and perform the User-Generated Content in connection with our service and our (and our successors’ and affiliates’) business, including, without limitation, to promote and redistribute part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby

grant each viewer of the Website (or any such alternate or additional media formats or channels) a non-exclusive license to access your User- Generated Content through the Website, and to use, display and perform such User-Generated Content as permitted through the functionality of the Website and under these Terms of Services. The above licenses granted by you are perpetual and irrevocable.

By accepting these Terms of Services, you specifically authorize us to use any User-Generated Content you upload to the Website for marketing the Website and services in our sole discretion. Any and all User-Generated Content uploaded to the Website may be used by us, without any restriction, as marketing or promotional material.

For the avoidance of doubt, all materials used for marketing the Website based on the User-Generated Content will be used for the purpose of increasing the attractiveness of the Website, but not to deprive any Performer of Commission. This provision does not negate, and is not negated by, the provisions of section 13 of these Terms.

You acknowledge that you cannot bring legal action against us or any of our employees, officers or agents for any damages of any kind, under any theory, as a consequence or using the Website or our services.

## **8. PERFORMER AGE-RELATED RELEASE AND AFFIDAVIT AND ADDITIONAL PERFORMER AGE-RELATED RELEASE AND AFFIDAVIT (RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C § 2257)**

By accepting these Terms of Services, you also accept the following:

A. He/she, the undersigned person (“**Performer**”), does hereby certify to Aylo Social Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540, that he/she is over the age of eighteen (18) years of age, and has full legal competence and authority to sign this release. He/she states that this is a voluntary decision to sign this release and to do any photographic or video session, either by himself or by a third party, or to offer so-called live webcam-streams (“**User-Generated Content**”), and that the reason to do so was voluntary and not due to force, duress or any other reason.

B. He/she does grant permission to Aylo Social Ltd and its affiliates, successors, licensees and assignees who may use and reuse, publish, distribute, edit, excerpt, exhibit and otherwise exploit his/her name (real or fictitious), likeness, persona, performance, voice, pictures, videos and statements (collectively, his/her "**Appearance**"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manners, now known or hereafter devised, throughout the universe in perpetuity, unless revoked by either party, without limitation, including in connection with the advertising, exploitation and publicizing.

He/she understands that any of the foregoing might include nudity of others and sexual themes.

Unless revoked by either party, he/she grants and assigns to Aylo Social Ltd a non- exclusive, perpetual license regarding all rights, title and interest of every kind and character throughout the universe in and to his/her Appearance and the results and proceeds of his/her Appearance (as agreed upon between the parties separately).

C. He/she submitted one of the following government-issued photographic identification document(s): National ID, Passport, or another recognized document. If Performer is a US citizen or has a US green card, provision of social security card is also mandatory.

D. He/she also grants permission to Aylo Social Ltd to send so-called “DMCA Takedown Notices” to operators of websites publishing the User-Generated Content/Appearances without being authorized to do so. However, he/she is fully aware that no legal obligation exists for Aylo Social Ltd to do this.

E. UNDER 28 U.S.C. S.1746 AND PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, HE/SHE SWEARS THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFYING DOCUMENTS WHICH HE/SHE HAS PROVIDED WERE LAWFULLY OBTAINED BY HIM/HER (OR BY THE PERSON SHOWN ON THE IDENTIFYING DOCUMENT) AND HAVE NOT BEEN FORGED OR ALTERED IN ANY WAY.

Aylo Social Ltd can rely on the identification document(s) presented to the company as proof that he/she is at least eighteen (18) years of age.

You also need to ensure that any person(s) to appear in any of the User-Generated Content accepts the following Additional Performer Age-Related Release and Affidavit:

A. He/she, the undersigned person (“Performer”), does hereby certify to Aylo Social Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540, that he/she is over the age of eighteen (18) years of age, and has full legal competence and authority to sign this release. He/she states that this is a voluntary decision to sign this release and to do any photographic or video session or to offer so-called live webcam- streams (“User-Generated Content”), and that the reason to do so was voluntary and not due to force, duress or any other reason.

B. He/she does grant permission to Aylo Social Ltd and its affiliates, successors, licensees and assignees who may use and reuse, publish, distribute, edit, excerpt, exhibit and otherwise exploit his/her name (real or fictitious), likeness, persona, performance, voice, pictures, videos and statements (collectively, my "Appearance"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manners, now known or hereafter devised, throughout the universe in perpetuity, unless revoked by either party, without limitation, including in connection with the advertising, exploitation and publicizing.

He/she understands that any of the foregoing might include nudity of others and sexual themes.

Unless revoked by either party, he/she grants and assigns to Aylo Social Ltd a non- exclusive, perpetual license regarding all rights, title and interest of every kind and character throughout the universe in and to his/her Appearance and the results and proceeds of his/her Appearance.

C. He/she submitted one of the following government-issued photographic identification document(s): National ID, Passport, or another recognized document.

If Performer is US citizen or does have a US green card, US issued Photo-ID is mandatory.

D. He/she also grants permission to Aylo Social Ltd to send so-called “DMCA Takedown Notices” to operators of websites publishing the User-Generated Content/Apearances without being authorized to do so. However, he/she is fully aware that no legal obligation exists for Aylo Social Ltd to do this.

E. UNDER 28 U.S.C. S.1746 AND PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, HE/SHE SWEARS THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFYING DOCUMENTS WHICH HE/SHE HAS PROVIDED WERE LAWFULLY OBTAINED BY HIM/HER (OR BY THE PERSON SHOWN ON THE IDENTIFYING DOCUMENT) AND HAVE NOT BEEN FORGED OR ALTERED IN ANY WAY.

Aylo Social Ltd can rely on the identification document(s) presented to the company as proof that he/she is at least eighteen (18) years of age.

## **9. RESTRICTION OF USE AND REPORTING**

Other than personally identifiable information, which is covered under our [Privacy Policy](#), any material you transmit to or post on our Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate, and otherwise use such material and all data, images, sounds, text, comments, and other things embodied therein for all commercial or non-commercial purposes.

The Content you attempt to publish on the Website must not infringe any applicable laws or rights of third parties. Further, Content posted must not violate these Terms of Service, including any policies or documents referenced in these Terms of Service, including inter alia the “Prohibited Content” section found herein below.

If you see any Content you suspect violates applicable law, third party rights, or these Terms of Service, please report such Content to us, using the electronic form available at <https://www.mydirtyhobby.com/?crrmodal=true>. Further, the Website does not permit any form of revenge porn, blackmail, or intimidation, and such violations may also be reported using the content removal link [herein](#).

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content. Any determination regarding breach of any of the following is

final. Please review the following list of prohibited uses carefully before using the Website. Specifically, you agree not to use any of the Website to:

- violate any law or encourage or provide instructions to another to do so;
- act in a manner that negatively affects other Users' and/or Performers' ability to use the Site, including without limitation by engaging in conduct and/or posting material that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- post or transmit any material that depicts or advertises any person under eighteen (18) years of age (or older in any other location in which eighteen (18) is not the minimum age of majority) whether real or simulated;
- post or transmit any material for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over eighteen (18) years of age, or older in any other location in which eighteen (18) is not the minimum age of majority in the applicable jurisdiction;
- allow access or viewing to or by, or engage and/or interact with, any person who has not yet reached at least eighteen (18) years of age, or older in any other location in which eighteen (18) is not the minimum age of majority in the applicable jurisdiction;
- post or transmit any material depicting underage persons and/or characters, regardless of whether depicting sexual activity, non-consensual sexual activity, revenge porn, blackmail, intimidation, snuff, torture, death, violence, incest, racial slurs, or hate speech, (either orally or via the written word);
- post or transmit any material that contains falsehoods or misrepresentations that could damage the Website or any third party;
- post or transmit any material that is obscene, illegal, unlawful, fraudulent, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post or transmit any material containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes, or any other form of unauthorized solicitation;
- post any Content containing sweepstakes, contests, or lotteries, or otherwise related to gambling;
- post or transmit any material containing copyrighted materials, or materials protected by other intellectual property laws, that you do not own or for which you have not obtained all necessary written permissions and releases;
- post or transmit any material which impersonates another person or falsely states or otherwise misrepresents your affiliation with a person;
- use the Website (or post or transmit any material that) in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- use the Website to arrange any in-person meetings for purposes of sexual activity for hire;
- deploy programs, software, or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial-of-service attack or similar conduct;

- deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- exceed your authorized access to any portion of the Website;
- remove, delete, alter, circumvent, avoid, or bypass any digital rights management technology, encryption or security tools used anywhere on the Website or in connection with our services;
- collect or store personal data about anyone;
- alter or modify without permission any part of the Website or its content, including ads;
- obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Websites;
- exploit errors in design, features which are not documented, and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website without our prior written consent;
- use any manual process to download, monitor or copy any of the material on the Website or for any other unauthorized purpose;
- use any information obtained from or through the Website to block or interfere with the display of any advertising on the Website, or for the purpose of implementing, modifying or updating any software or filter lists that block or interfere with the display of any advertising on the Website;
- use any device, bots, scripts, software, or routine that interferes with the proper working of the Website or that shortcut or alter Website functions to run or appear in ways that are not intended by the Website's design;
- introduce or upload any viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots, corrupted files or any other similar software, program, or material which is malicious or technologically harmful or that that may damage the operation of another's property or of the Website's or our services;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website are stored, or any server, computer, or database connected to the Website;
- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of the Website.

You shall not accept any money or any other item of value to be given as consideration by user(s) for any reason, except with regard to any sexual depictions during Interaction).

You agree that you will only use the Website and our services for the purposes expressly permitted and contemplated by these Terms of Services and applicable laws. You may not use the Website and our services for any other purposes, including commercial purposes, without our express written consent. Content you upload to the Sites must not, in any way, contradict these Terms of Services and applicable laws or encourage others to do so, either directly or indirectly, and in any way.

You agree that you will not use or attempt to use any method, device, software or routine to harm others or interfere with the functioning of the Website or use and/or monitor any information in or related to the Website for any unauthorized purpose. Specifically, you agree that you will not (and will not permit any third party to) do any of the following:

- Violate any applicable laws and regulations, whether federal, state, local, foreign or international, applicable to the Website, its data or use of the Website or its data, and you will not otherwise engage in any illegal, manipulative or misleading activity through use of the Website or its data;
- Use the Website or data to provide, link, or otherwise make available, any information on the Website that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, harmful to minors or racially, ethically or otherwise objectionable;
- Post any User-Generated Content that, in any way, violates, plagiarizes or infringes upon the rights of any third party, including but not limited to, any copyright or trademark law, privacy or other personal or proprietary rights or is fraudulent;
- Impersonate any person or entity (whether real or fictional), or otherwise misrepresent your affiliation at the risk of us refusing to grant you an, or discontinuing your use of your, account.
- Publish, in any manner or medium, any personal or sensitive information of users or other Performers including, but not limited to, real names and surnames, addresses etc.
- Manipulate, forge, otherwise modify information or identifiers in a manner which may hide or disguise the origin of any information;
- Attempt to gain access to confidential information to which you are not entitled through login solicitation or not;
- Modify, reverse engineer, reverse assemble, decompile, or hack into any software applications or related tools or utilities used by the Website;
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's property or of the Website or our services;
- Alter or delete information not provided by you or, interfere with the operations of the Website including, but not limited to, by distribution of unsolicited advertising or mail messages or propagation of worms or viruses;
- Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your profile;
- Create another account (except if this a so-called "couple-account" where two Performers own the account together);
- If we disable your profile, you will not create another one without our permission.

## 10. ADDITIONAL PERFORMER RULES

- Communication between a user of the Website and you may only take place over the Website's messaging system. The exchange of email addresses, telephone numbers or addresses is strictly prohibited.
- You are not allowed to advertise and/or promote commercial websites that offer live webcam streams, under any circumstances, but you MAY mention your own profiles, homepages and wish lists in connection with the Website. For greater certainty and despite the preceding sentence, you are not allowed to advertise and/or promote, whether directly or indirectly, your personal website, any competing websites, and/or other services and/or events and/or products with the intent of such advertising and/or promotion, including but not limited to, to draw users of the Website away from the Website.
- You are not allowed to ask for users' account information or to log in user accounts that do not belong to you.
- If you try to deceive users of the Website by playing recorded video instead of actually performing live on webcam, you will be immediately banned, and any unpaid commission will be forfeited.
- If you have not logged into the Website in the past twelve (12) or more consecutive months, you may find your account terminated and any unpaid commissions forfeited. Further, any unpaid commissions will be forfeited if you are terminated for violating these Terms of Services.
- You are solely responsible for familiarizing yourself with the latest version of these [Terms of Service](#), the [Non-Consensual Content policy](#), the [Child Sexual Abuse Material policy](#), [Privacy Notice](#) and any other important documents on the Website.
- We retain the right to electronically filter and/or manually check messages sent over the Website's messaging system for suspicious keywords. Should you disregard the additional Performer rules found in this section 10, we may, in our sole discretion, taking into account the severity of the offense or breach, warn you, suspend your account, or demand that you immediately pay a penalty of up to five thousand Euros (€5,000).

## 11. PROHIBITED CONTENT

An indicative, but non-exhaustive, list of content that is illegal or prohibited includes Content that:

- Provides material that constitutes child pornography or which involves depictions of nudity or sexuality by an age-inappropriate-looking Performer (i.e., someone who looks younger than eighteen (18), regardless of their actual age) or by a Performer who is portrayed or otherwise made to appear as a person under the age of eighteen (18) by virtue of the script, make-up, demeanor, costuming, setting or props;
- Depicts any interactions, whether via User-Generated Content or otherwise, which promotes, accepts, involves, depicts, or constitutes underage sexual activity, or any person(s) under eighteen (18) years of age (or older than eighteen (18) years of age where eighteen (18) is not the minimum age of majority) whether fictional or real;
- You have not maintained or otherwise acquired proper, written documentation for, that is sufficient in a manner such that it confirms that all subjects of your Content are, in fact,

over eighteen (18) years of age (or older than eighteen (18) years of age where eighteen (18) is not the minimum age of majority)

- Depicts animated or cartoon underage or child sex;
- Exploits or solicits personal information from anyone under eighteen (18);
- Violates any national, federal, state, provincial or local laws, rules, regulations, or ordinances concerning obscenity;
- Constitutes or depicts revenge porn, blackmail, intimidation, snuff, torture, death, violence, incest, racial slurs, or other hate speech (either orally or via written word and whether fictional or real);
- Discusses or arranges dating, prostitution or escort services;
- Depicts “scat”, human feces, human defecation, vomit, or the consumption of matter intended to look like feces or vomitus;
- Provides content involving the impersonation of another, the threat of suicide or harm to oneself or others, bestiality (sex, actual or pretend, with animals) or necrophilia (sex, actual or pretend, with a corpse);
- Harasses, bullies, or invades the privacy of another person;
- Is patently offensive to the online community, including content that promotes racism, bigotry, hatred, or physical harm against any individual or group;
- May be deemed obscene in your community;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- Depicts the illegal use of a gun, or drugs, or rape, real or simulated, or any other coerced sexual conduct. If you cannot do it without committing a crime, do not pretend to do it;
- Depicts violence, or incest, racial slurs or hate speech, (either orally or via the written word);
- Shows any person who appears to be unconscious, under the influence of drugs or alcohol;
- Promotes illegal or unsafe activity of any kind, violence, blood, torture, pain, erotic asphyxiation, or any actions associated with bringing harm to yourself in any way;
- Promotes an illegal or unauthorized copy of another’s copyrighted work, such as pirated computer programs or links to them, or providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves transmission of “junk mail”, “chain letters” or unsolicited commercial email or “spam”;
- Promotes information you know is false, misleading or promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Includes any material not fully in compliance with United States Code, Title 18, Section 2257 et seq. or any other applicable statutes, or laws of any other jurisdiction concerning depictions of sexually explicit conduct;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves sending advertisements in chat or instant messaging messages;
- Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;

- Includes any file or data stream that contains viruses, worms, ‘Trojan horses’ or any other destructive features; or
- Promotes or solicits business for another site.

In accordance with the provisions of section 6 of these Terms, you agree that we may review your User-Generated Content and take action upon receipt of complaints and/or as the result of an internal investigation and/or to comply with our legal obligations and/or for any or no reason, at our sole discretion.

You are solely responsible for any User-Generated Content you post, and we may investigate and take legal or other action, in our sole discretion, against anyone who violates these Terms of Services, including removal of the offending post from the Website and termination of your account.

## **12. MONITORING AND ENFORCEMENT**

We have the right but not the obligation to take any of the following actions, including when we detect, or are notified of, any prohibited activity and/or misuse of the Website by way of any Interaction/Content uploaded to the Website that infringes applicable laws, rights of third parties, or the Terms of Services. When deciding on appropriate action, we consider all relevant factors such as the frequency, severity, and impact of a violation, as well as any measures previously imposed on an infringer:

- Issue a written warning to the infringer. Before we temporarily or permanently suspend an infringer’s access to our services following provision of manifestly illegal Content or action by such infringer we may issue a warning to the infringer, provided such warning would not conflict with the purposes of the moderation decision. Examples of misuse that may be sanctioned with a suspension or termination include, but are not limited to, the frequent uploading of Content or Interaction that violates applicable law, third party rights, or these Terms of Service, or the uploading of Content/Interaction that manifestly and severely violates applicable law, third party rights, or these Terms of Services, such as Child Sexual Abuse Material or revenge porn.
- Restrict the visibility or other accessibility of Content.
- Restrict the access of, suspend, or terminate a User’s account.
- Restricting, suspending, or otherwise terminating a Verified Uploader’s ability to monetize their Content.
- Restricting, suspending, or withholding earnings and payouts.
- Report the infringer to law enforcement authorities.
- Monitor any communication occurring on or through the Website to confirm compliance with these Terms of Services, the security of the Website, or any legal obligation.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

We may also remove or refuse to post any Content you submitted or contributed to this Website for any or no reason in our sole discretion, including, without limitation, if any information or

documentation provided by you is inadequate, incomplete, or inaccurate or does not allow us to assess and confirm your identity.

If we have reason to believe that your use of the Website is and/or potentially could constitute Prohibited Content as described herein above, therefore violating any applicable law, third party right, or these Terms of Service, we may take appropriate interim actions (as described herein), to prevent potential harm to our further investigation. In deciding on the appropriate and proportionate course of action, we will give due consideration to the legitimate interests of the impacted User, any other potentially affected rights holders, and our own legitimate interests. In particular, we will assess the nature of the Interaction concerned, the gravity of the respective violation or illegality, and any indications on whether or not the Interaction is classified as Prohibited Use. In case an investigation was prompted following report by a User and/or a Performer, we will also consider the explanatory information and evidence provided by such User and/or Performer and, if available, the reporting User's and/or Performer's submission history.

We use a variety of procedures and tools to identify, review and moderate Interactions. This includes both human and automated review, or a combination of both, depending on what is appropriate and required in each individual case.

Automated review may include the use of systems which assist us in identifying infringing Content, determining the prioritization of certain issues, and applying appropriate measures. Content may be compared against databases of digitally finger-printed content and other, similar repositories, such as (but not limited to) YouTube's CSAI Match. Automated review may be subject to further, manual verification, in the context of which Content and measures may be reassessed.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through the Website. YOU WAIVE AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US AS A CONSEQUENCE OF DISCLOSING PERSONAL INFORMATION IN RELATION TO DATA DISCLOSURE REQUESTS FROM LAW ENFORCEMENT AUTHORITIES.

The Website takes a powerful stand against any form of child exploitation or human trafficking. If we discover that any material that appears to constitute child sexual abuse material, we will remove the material and submit a report to the appropriate organization and alert law enforcement.

If you see any Content and/or become aware or suspect to be in violation of applicable law, third party rights, or of the Terms of Services, please report such to us, using the electronic form available at <https://www.mydirtyhobby.com/?crrmodal=true>. Further, the Website does not permit and will not tolerate any form of revenge porn, blackmail, or intimidation, and such violations may also be reported using the content removal link herein

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the Website may, but will not have any obligation to, review,

monitor, display, reject, refuse to post, store, maintain, accept, or remove any material posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages, or private instant messages) by you, and we may, in our sole discretion, delete, move, re-format, remove, or refuse to post or otherwise make use of material without notice or any liability to you or any third party in connection with our operation of the Website in an appropriate manner. Without limitation, we may do so to address material that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms of Services or any applicable additional terms, including, without limitation, the Content and/or material restrictions set forth herein.

However, we do not undertake to review Content before it is posted on the Website and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any User or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

### **13. COMMISSION**

You will be entitled to receive as much as 25% of the revenues generated from the sale of your User- Generated Content and as much as 50% of the revenues generated from Tips and/or Scripts in connection to the sale of your User-Generated Content, net of any applicable sales taxes (such as, but not limited to, Value Added Tax). Within certain limits, you are allowed to set the price at which your User-Generated Content will be sold.

From time to time, without prior notice to you, and in our sole discretion, we may make a piece or pieces of your User-Generated Content available for a lower price than the price you have set for it when you originally uploaded it to the Website (hereinafter the **“Reduced Price”**) including, but not limited to, in an attempt to aid in the marketing or attractiveness of that User-Generated Content and/or the Performer that uploaded that User-Generated Content to the Website. You will still receive the same percentage of revenue as generated by the sale of the User-Generated Content set at the Reduced Price that you would receive prior to the Reduced Price.

You will also receive a share of the price per private (chat) message when you respond to a message you received from users. The actual percentage for responding to messages can vary based on your online status and the time it takes you to respond to the user’s message.

You can find further details on the Website. We will deduct and withhold from any amounts payable to you under these Terms of Services such amounts as we are directed to deduct and withhold or are required to deduct and withhold with respect to such payment under the provision of any applicable laws (including Value Added Tax or VAT) and remit such deduction and withholding amount to the appropriate governmental entity.

The amount of the chargebacks (STORNO) and chargeback reversals (INKASSO) appearing in your account is indicative only and not definite and subject to fluctuations resulting from currency exchange rates (i.e. currency in which DirtyCents were purchased by user who initiated chargeback

and chargeback reversal against currency of the amounts payable to you). The final and definite amounts of any and all chargeback reversals (INKASSO) will be added to any amounts payable to you. The final and definite amounts of any and all chargebacks (STORNO) will be deducted from any amounts payable to you.

You will receive monthly a statement that can be downloaded from the Website. Payment will follow within 7 business days after the 15th day of the month (or after the next business day if the 15th day is not a business day); provided, however, that payment will be made only when the minimum payout, based on net income, of €50.00 has been reached. Any amount below €50.00 will be carried over until the minimum payout has been reached and will be paid on the next following payment date. If you provide us with incorrect payment details, any fees for chargebacks resulting from such incorrect payment details will be offset against any amounts otherwise payable to you.

In the event you violate any part of these Terms of Services, you violate any third party right, including without limitation any copyright, property, or privacy right, or where a third party claims that all or any part of your User-Generated Content caused it damage, we may, at our sole discretion, withhold indefinitely payments to you.

We remind you that it is only your duty and obligation to fulfill all tax obligations with regard to your activities for us, for example registration, declaration and payment obligations related to income taxes and VAT. If Aylo Social Ltd or a related party of Aylo Social Ltd assists you with these obligations, it does not release you from your obligations. It is your duty to inform us in a timely manner of changes to your personal data such as an address change or a new e-mail.

Where the Performer (supplier) is a taxable person for VAT purposes, they hereby authorize MyDirtyHobby (customer) to issue invoices in the name and on behalf of the Performer (self-billing). Any Performer who is a taxable person hereby confirms that they will not issue any VAT invoices for transactions under the Terms of Services and shall accept any such invoices issued on their behalf by MyDirtyHobby. In case of de-registration from VAT or in case of any changes of the Performer's status as a taxable person, they shall be obliged to notify MyDirtyHobby immediately. This self-billing agreement shall be effective for a period not exceeding 12 months.

Upon the expiration of the period of this self-billing agreement, this self-billing agreement shall be automatically renewed for succeeding periods of 12 months each unless either party gives the other party a written notice at least 30 days prior to the expiration of any period of its intent not to renew this self-billing Agreement.

#### **14. COMPLAINT HANDLING PROCEDURE**

If we take any action concerning you, your account, or any Content that you attempted to or uploaded on the Website, as set out in the section "Monitoring and Enforcement", you may lodge a complaint against such decision. Similarly, you may lodge a complaint if you disagree with our decision following a notice you submitted for Content reporting or removal.

In either case, the deadline for submission of a complaint is six (6) months after notification of the respective decision has been communicated to you. To lodge a complaint, you may email [dsa@mydirtyhobby.com](mailto:dsa@mydirtyhobby.com) from the email associated with your account or wherefrom notice of the decision has been communicated, and the correspondence must include as much information as possible to allow us to investigate your complaint and a detailed explanation of the reason(s) for which you believe your complaint to be justified.

We handle complaints in a timely, non-discriminatory, diligent, and objective manner. We may reverse previous decisions if a complaint sufficiently demonstrates that:

- The Interaction to which our decision related did not in fact violate applicable law, third party rights, or these Terms of Service.
- Our prior decision to not act on a notice was unjustified.
- Our prior decision was unjustified or disproportionate in any other manner.

### **Abuse of Reporting and/or Complaint Handling System**

We may suspend your access to our reporting and internal complaint-handling systems for a reasonable period of time if you frequently submit notices or complaints that are manifestly unfounded. Prior to such suspension we may issue a warning, provided that this does not conflict with the purpose of the suspension or with other, appropriate measures that may be applied. When deciding on the suspension, we consider factors such as the frequency, severity, and impact of your violation(s), as well as any prior measures imposed. Examples of misuse of our reporting and/or complaint-handling system that may be subject to suspension include, but are not limited to:

- Frequently submitting multiple, identical, and unfounded notices or complaints.
- Frequently submitting notices or complaints that are obviously unfounded.

## **15. WARRANTY DISCLAIMER**

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, we, our parent corporation, our and its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof. We make no warranties or representations about the accuracy or completeness of the Website's content or the content of any sites linked to the Website and assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Website, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (vii) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website. We reserve the right to delete any content or link without any notice or warning to the user who uploaded it. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and we will not be a

party to or in any way be responsible for monitoring any transaction between you and third- party providers of products or services.

## **16. PRIVACY AND USE OF INFORMATION**

We remind you that, in relation to disclosure of user information, our Privacy Policy (available here) states that you acknowledge, consent and agree that we may access, preserve and disclose information you provide, if required to do so by law or in a good-faith belief that such access, preservation or disclosure is reasonably necessary in our opinion to comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosure, enforce these terms of service, respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual or government agency, or protect the rights, property, or personal safety of the Website, our users or the public.

We retain the right, unless specifically revoked by you in writing, to use details of your visit to the Website including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you are accessing for advertising, market research, and to configure our portal to better suit resource requirements. In this section, you are informed of the right to contest the usage of your data.

## **17. LIMITATION OF LIABILITY**

By agreeing to use our services, you agree that we, our parent corporation, our and its officers, directors, employees, and agents are immune from liability under the fullest extent of the law, and/or as provided by the Communications Decency Act, as to any content and nothing in these Terms of Services for Performers is intended to waive or diminish such immunity. You understand and expressly agree that we reserve the right to monitor some, all, or no areas of the Website for adherence to these Terms of Services or other rules that may be published from time to time and may delete any content, User- Generated Content or profiles that in our sole judgment violates these Terms of Services. In no event shall we, our parent company, our officers, directors, employees, or agents, be liable to you for any indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Site, (iv) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not we are advised of the possibility of such damages. You specifically acknowledge and waive any claim based on our good faith disabling of access to, or removal of, material or activity which has been claimed to be infringing, or based on facts or circumstances from which infringing activity appears likely, regardless of whether the material or activity is ultimately determined to be infringing. Our liability in any case shall not exceed the sum of €500.00. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. We make no representations

that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law. You specifically acknowledge that we, our parent corporation, our officers, directors, employees, or agents shall not be liable for User-Generated Content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

These Terms of Service do not apply to the practices of third parties that we do not own or control such as social media platforms, including but not limited to, Facebook, Instagram, Twitter, Snapchat, YouTube (collectively hereinafter referred to as Social Media). If you link your Social Media account/page with your Performer Landing Page and that Social Media platform suspends or terminates your Social Media account/page for any reason, you specifically acknowledge that we, our parent corporation, our officers, directors, employees, or agents shall not be liable for any such actions taken by Social Media platforms towards your Social Media account/page.

## **18. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Website, the operator, its parent, subsidiary and affiliated corporations, their officers, directors, shareholders, employees and agents, server maintenance and contributors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorneys' fees) arising from (i) your use of and access to the Website; (ii) your use of your Social Media account/page after you have linked it to your Performer Landing Page (iii) your violation of any part of these Terms of Services; (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (v) any claim that all or any part of your User-Generated Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Services and your use of the Website or services.

The provision of any services which are in violation of any laws is strictly prohibited. If we determine that you provided or intends to provide any services or material in violation of any law, your ability to use the Website and our services will be terminated immediately. We have every right to cooperate with law enforcement or private aggrieved parties that we may be legally compelled to do so. We do hereby disclaim any liability for damages that may arise from any user providing any material or services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold us harmless from any liability that may be imposed on us arising from your violation of any law — whether online or offline.

You also agree to defend and indemnify us should any third party be harmed by your illegal actions or should we be obligated to defend any claims including without limitation, any criminal action brought by any party.

Our Website contains material that may be offensive to third parties. You agree to indemnify and hold us harmless from any liability that may arise from someone viewing such material and you agree to immediately cease use of the Website and of our services should you find them offensive.

You agree to defend, indemnify, and hold us harmless, our officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resting from your, or you under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Website, our services, or any of the materials contained on the Website, or your breach of any of these Terms of Services. We shall promptly notify you by electronic mail of any such claim or suit and cooperate fully (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at our own expense, and choose our own legal counsel, but are not obligated to do so.

Any Performer accessing the Website in an effort to engage in or facilitate illegal or tortious activities shall have his or her account and/or access to the Website subject to immediate cancellation and may be reported to the appropriate law enforcement agency.

You understand and accept that no communications between you and other members or users of the Website is private. You hereby specifically release us and all other members or users of the Website from any liability for invasion of privacy, defamation, publicity, false light, and related torts, in the event that your communications or profile are made public. Nothing contained in this section is intended to limit the scope of releases and/or indemnification contained elsewhere in these Terms of Services.

You hereby discharge, acquit, and otherwise release us, our parent, subsidiary or affiliated companies, our and their agents, employees, officers, directors, shareholders, attorneys, and affiliates, from any and all allegations, counts, charges, debts, causes of action, and claims relating in any way to the use of or activities relating to the use of the Website and our services, including but not limited to claims relating to sexual harassment, negligence, gross negligence, reckless conduct, alienation of affections (to the extent recognized in any jurisdiction), intentional infliction of emotional distress, intentional interference with contact or advantageous business relationship, defamation, privacy, publicity, intellectual property, misrepresentation, any financial loss not due to the fault of the Website, missed meetings, unmet expectations, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Website, unavailability of the Website, its functions and/or services and any other technical failure that may result in inaccessibility to the Website, or any claim based on vicarious liability for torts committed by individuals met on or through the Website, including but not limited to fraud, theft or misuse of personal information, assault, battery, stalking, rape, theft, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in our favor, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claim. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

## **19. TRADEMARK INFORMATION**

The name of the Website is considered a service mark. We aggressively defend our intellectual property rights.

Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.

All of the marks, logos, domains, and trademarks that you find on the Website may not be used publicly except with express written permission from us, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits us.

## **20. NO AGENCY RELATIONSHIP**

Nothing in these Terms of Services shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth in these Terms of Services.

## **21. ASSIGNMENT**

These Terms of Services, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

## **22. TERM AND CANCELLATION POLICY**

The agreement evidenced by these Terms of Services is not limited by an expiration date and can be terminated by either party at any time with or without specific grounds. Despite the foregoing, we reserve the right to terminate this agreement for cause at any time. This agreement may be terminated by an e-mail from us to you or by the deactivation of your account or screen name at the Website by us. You can terminate this agreement, at any time, by sending an email to [support@mydirtyhobby.com](mailto:support@mydirtyhobby.com). In addition, you are able to remove the User-Generated Content uploaded by you at any time.

All rights granted by you to us during the term of this agreement shall survive the termination of this agreement by either party. You acknowledge that we shall not be liable to you or any third party for any termination of your access to the Website.

Notwithstanding the above, you acknowledge that, in the event of the termination of this agreement by either party, we will be allowed to store a copy of your User-Generated Content in order to allow users of the Website who, prior to the termination of this agreement, purchased such User-Generated Content to continue accessing, after the termination of this agreement, the purchased User-Generated Content for the duration of the user's membership at the Website. In the event of a termination of this agreement, we will cease all sale, marketing and promotion of your User-Generated Content and will use our commercially reasonable efforts to remove any and all marketing materials related to you or your User-Generated Content from the Website or other

websites. However, and for the avoidance of doubt, we are only able and will only be obliged to remove such marketing materials from websites that we control.

We reserve the right, in our sole discretion, to terminate these Terms of Services and your access to all or part of the Website, with or without notice, for any or no reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Services.

Even after this agreement is terminated, its provisions will remain in effect.

## **23. GENERAL**

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of these Terms of Services, and our failure to assert any right or provision under these Terms of Services shall not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Terms of Services, or any portion thereof to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms of Services will continue in full force and effect. If any term, section, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, section or provision and such invalid term, section or provision shall be deemed to be severed from these Terms of Services.

## **24. SINGLE POINT OF CONTACT**

In accordance with Articles 11 and 12 of Regulation (EU) 2022/2065 (the “Digital Services Act” or “DSA”), [dsa@mydirtyhobby.com](mailto:dsa@mydirtyhobby.com) is the designated, single point of contact for communications with recipients of the services offered herein, as well as for European Union Member State authorities, the Commission, and the Board for Digital Services. Please conduct all communication in English or Greek.

## **25. JURISDICTION AND CHOICE OF LAW AGREEMENT**

These Terms of Services as well as the business cooperation per se shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

The parties irrevocably agree that the courts of the Republic of Cyprus have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

We cooperate with out-of-court dispute settlement bodies (“Dispute Settlement Bodies”) that have been certified in accordance with Art. 21(3) of the DSA. The European Commission publishes a list of these bodies.

If you have your place of establishment or are located in the European Union, you have the right to select a Dispute Settlement Body to assist in resolving disputes relating to decisions previously taken by us regarding your account or Interaction with the Website, or notices you submitted to us. This includes cases in which complaints have remained unresolved by our internal complaint-handling system, as described in section “Complaint Handling Procedure”.

We reserve the right to refuse to cooperate with your selected Dispute Settlement Body if:

- A dispute has already been resolved or is already subject to an ongoing procedure before a competent court of relevant jurisdiction, or before another Dispute Settlement Body.
- The Dispute Settlement Body has been contacted after the six-month period from notification to you of our decision has lapsed, and you have not previously filed a complaint through our internal complaint-handling system over a particular issue.

Any decisions taken by Dispute Settlement Bodies shall not be binding on either you or us.

We are neither willing nor obligated to participate in dispute resolution proceedings with consumers before a consumer arbitration board under the EU Directive on Consumer ADR.