

TERMS OF USE

Last modified: 01 February, 2024

If these Terms of Use are translated into any other language other than English, it will be for information purposes only and the English language will prevail in the event of any conflict between the English-language version and the translation of such.

MyDirtyHobby.com is a website operated by Aylo Social Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, 2540, Cyprus. Access rights to access the Site and its Content are provided by the companies:

Aylo Social Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, 2540, Cyprus

AND

Aylo Billing Limited, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, 2540, Cyprus.

One of these companies is also billing users for purchasing DirtyCents and/or subscribing to VIP accounts (hereinafter jointly referred to as "**MyDirtyHobby**", **we**", "**our**" or "**us**").

The present Terms of Use (hereinafter "**Terms of Use**") together with the [Privacy Policy](#), [CSAM Policy](#) and [NCC Policy](#) (hereinafter the "**Policies**") and any other important documents on the Website, shall apply to all users of, and visitors to the website www.MyDirtyHobby.com and apply to all of the services offered by the Group Company. This page informs you about the Terms of Use on which you may make use of the website www.MyDirtyHobby.com (hereinafter the "**Website**" or "**Site**"), whether as a visitor, a registered user (hereinafter "**User**", "**you**" or "**Customer**"), whereby each of us will be referred to as a "**Party**" and together referred to as the "**Parties**".

THIS WEBSITE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Please read carefully the Terms of Use, together with the Policies and any other important documents and notices on the Site and make sure that you understand them before you proceed to use our Site. By using our Site and/or registering a User Account, you indicate that you formally and unequivocally read, understood and accepted all of these Terms of Use, as they apply to you in their totality. If you do not agree to any or all of them, please refrain from using our Site. Should you wish to terminate these Terms of Use, you may do so at any time by deleting your account and refraining from further use of the Website.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATIONS

1.1 The following definitions and rules of interpretation in this clause apply to the Terms of Use.

Affiliate: a self-employed individual or entity that applied as the beneficiary for the receipt of affiliate accruals for promoting our Site on other websites.

Business Day: a day (other than a Saturday or Sunday) on which banks are open for business in Nicosia (other than solely for trading and settlement in Euro).

Content: all materials/works including text, information, data, images, photos, drawings, typographical arrangements, audio or video material in any medium or form created/produced and provided by Performers to us and then published by the Performers in order to sell them to the Users.

DirtyCents: the currency necessary for and used by you in order to purchase Content and/or to participate in Interaction.

Group Company: each party and any undertaking which is, on or after the effective date of these Terms of Use from time to time, a subsidiary undertaking of us, a parent undertaking of us, a subsidiary undertaking of a parent undertaking of us or a subsidiary undertaking of a subsidiary undertaking of us, or a subsidiary or parent undertaking of any of them.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect preserve the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Interaction: including, but not limited to, responding to paid text messages from Users and private chats via webcam between Users and Performers via our Site.

Personal Information: any information relating to a User or Performer including, but not limited to, the individual's name, gender, date of birth, age, mailing address, telephone number, email address, personal password and payment details.

Performer: a self-employed person or entity producing Content, submitting such Content to and publishing it on our Site in order to offer such Content for sale and/or a self-employed person offering Interaction.

Related Website: any other website than our Site that is operated by us or by any Group company or a company which has a business relationship with us and/or a Group company.

User: our customer for, and the ultimate user of, the Content/Interaction.

User Account: an account registered by the User at our Site.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a company includes any company, corporation, or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to any party includes that party's personal representatives, successors or permitted assigns.

1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.8 References to clauses and schedules are to the clauses and schedules of these Terms of Use, if not stated otherwise.

1.9 Any obligation in this agreement not to do something includes an undertaking not to allow that thing to be done.

2. ABILITY TO ACCEPT TERMS OF USE

By accessing and/or using this Site, you affirm, represent, and warrant that:

- You are at least eighteen (18) years of age or the age of majority in the jurisdiction you are accessing and/or using the Site from and are fully able and competent to enter into the Terms of Use, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. If you are under eighteen (18) or the applicable age of majority, it is strictly prohibited to access and/or use this Site;
- You will not 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;

- The jurisdiction from which you access the Site does not prohibit the receiving or viewing of sexually explicit content; and
- You also understand and agree that, after any purchases made on the Site, you may be asked to prove or verify your age. If you are unsuccessful (i.e., you are found to be under eighteen (18) years of age or the age of majority in the location where you are attempting to verify from) or otherwise unable to do so, your purchase will be cancelled and a refund may be issued to you, in a discretionary manner. Upon such failure to verify or prove your age we also reserve the right, in our sole and final discretion, to prevent you from entering or re-entering the Site by, for example but not limited to, terminating your account.

3. INTRODUCTION AND CONTRACTUAL RELATIONSHIP

3.1 Please be aware that Performers may provide and publish Content at our Site that is intended for an age restricted audience. Therefore, access to our Site is intended solely for people who wish to access visual images, audio sounds, and verbal descriptions of a sexually oriented and frankly erotic nature. The Content and Interaction available on our Site may include depictions that are visually graphic in nature and portrayals of nudity or sexual acts and should not be accessed by anyone who is not yet at least eighteen (18) years of age, eighteen (18) years or older in any other location which eighteen (18) is not the minimum age of majority in the applicable jurisdiction, who finds such material offensive in nature, or anyone who simply does not wish to be exposed to such materials.

3.2 For the avoidance of doubt, with regard to the visitor's and/or User's access to our Site, the purchase of DirtyCents by using various payment methods and/or payment platforms/operators and the utilization of the DirtyCents in order to pay for the right to access Content and/or to participate in Interaction, a contractual agreement shall be closed solely and exclusively between the User and MyDirtyHobby. For that reason, by accessing and/or using our Site and the offered services, contractual agreements between the User and the Performer(s) will not be concluded.

Therefore, only MyDirtyHobby is solely responsible for proper functional capability of the Site and the offered services, as stated in clause 7, and complaints or criticism regarding the proper functional capability of the Site and services shall be directed solely and directly to MyDirtyHobby.

4. REGISTRATION OF USER ACCOUNTS

Access and use to our Site is restricted to adults. You must be 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 to access, visit, and/or use the Site.

You may access many areas of our Site without registering your personal details with us, but certain areas can only be accessed if you register a User Account. In order to have full access and use of the Site, you must register an account (User Account) with us. The registration of a User Account is free of charge.

In order to register a User Account, you must at least eighteen (18) years of age, eighteen (18) years of age or older in any other location which eighteen (18) is not the minimum age of majority in the applicable jurisdiction.

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 User 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 location in which eighteen (18) is not the minimum age of majority in the applicable jurisdiction.

4.1 Also, a person is required to enter a personal username, a password, a valid email address, gender, and birth date.

4.2 In addition, you have the opportunity to upgrade your User Account by subscribing to a VIP Account. Subscribing to a VIP Account provides you with certain benefits as described on our Site.

4.3 Each registration is for a single user only. We do not permit you to share your username or password with any other person. The responsibility for the security of any passwords issued rests with you

4.4 Once your User Account has been created, your User Account will be assigned a numerical code (hereinafter “**Referral Code**”) unique to your User Account. You may refer Users or Performers for registration to the Website (hereinafter the “**Referral Program**”) via the use of a unique URL assigned to your User account that is embedded with your Referral Code (hereinafter “**Referral Link**”).

If your User Account has been created via the use of a Referral Link which is owned by another Performer or User of the Website, then your User 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 User Account from the Referral Code owned by another such Performer or User 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

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 clause 4.4.

5. PURCHASING CONTENT AND PARTICIPATING IN INTERACTION

5.1 In order to purchase Content or to participate in Interaction, you need to buy DirtyCents. Value-Added Tax (VAT), Sales Tax or other excise tax may be included in, or added to, your purchase depending on your country, state, territory, city, or on other applicable local regulations. Tax rates may vary accordingly.

If a User does not log into his User Account for a consecutive period of three hundred and sixty-five (365) days, after that period MyDirtyHobby shall be entitled to deduct an administration fee in the amount of 500 DirtyCents from the balance of DirtyCents from the User Account. The same fee shall apply for any subsequent period of 365 days if the User still does not log into his User Account. For as long as the User Account retains a balance of DirtyCents, the fee will be deducted. If the balance of the User Account is below 500 DirtyCents, the fee will not be deducted anymore; therefore, the deduction of the fee will never cause the User's account to go into a negative balance of DirtyCents.

With regard to any bonus amount of DirtyCents granted to a User, for example, in connection to a promotion in addition to the purchase of an amount of DirtyCents (hereinafter "**Bonus DCs**"), these Bonus DCs might have a limited period of validity if stated on the Site in connection to a specific promotion. After the expiry of the validity period, those Bonus DCs will expire and cannot be used anymore.

Any reimbursement for expired DirtyCents is excluded.

5.2 For every piece of Content you access, or for the time you are participating in Interaction, we charge you with a specific amount of DirtyCents. You will always be informed about the respective amount you will be charged with before accessing the Content/participating in Interaction. Regarding the purchase of Content, you need to make a one-time payment which is non-recurring; with regard to Interaction, you will be charged for the time you actually participated in the Interaction.

If you have spent all of your DirtyCents, you can reload your User Account with an amount of DirtyCents by using one of the following payment methods (please note that some of the payment methods might not be available to Users in certain countries):

- (a) Credit card
- (b) Electronic direct debiting/SEPA Direct Debit

- (c) Prepayment, including Sofortbanking, bank wire, Commdoo or CashtoCode
- (d) Via different mobile payment solutions, like for example SMS Pay or other services

5.3 As an exception to clause 5.2, Users subscribing to a VIP Account have to pay a recurring membership fee, meaning that unless notice is received from the User at least three (3) Business Days before renewal, the User will automatically be charged with the same amount at the end of the original term selected. A VIP Account is only available to Users using Credit card or electronic direct debiting/SEPA Direct Debit as payment method.

5.4 With regard to clause 5.1-5.3, you hereby authorize MyDirtyHobby to charge you for all purchases of DirtyCents via the chosen payment method.

In addition, with regard to VIP Accounts and as stated in clause 5.2, unless and until the recurring payments for the VIP Account are cancelled in accordance with the terms hereof, you hereby authorize MyDirtyHobby to charge you for the recurring costs via the chosen payment method.

Some the payments are handled with the help of Centrobill (Cyprus) Ltd, Karpenisiou, 9, Strovolos, 2021, Nicosia, Cyprus. The Customer agrees to the forwarding of his address and bank details (name, address, telephone number, account number, bank code) and his other payment details (especially credit card details) to Centrobill (Cyprus) Ltd for the collection, processing, and use for the purpose of handling the transaction as well as to the forwarding of these details by Centrobill (Cyprus) Ltd to other companies to the extent necessary for handling the payment transactions. Such other companies may include banks and service providers that establish the technical conditions for the handling of the payment transactions via Centrobill (Cyprus) Ltd

5.5 Any non-payment of due payments, resulting solely from your actions, automatically result in a default of payment status (without the necessity of a reminder); additional fees for the chargeback transactions must be borne by the User.

In connection to due payments payable by you via SEPA Direct Debit, you receive a pre-notification about the SEPA Direct Debit. The term for this pre-notification will be reduced to 5 days (2 days regarding recurring payments) before due date. With regard to so-called COR1 direct debits, the term for this pre-notification will be reduced to 1 or 2 days for Users residing in countries where COR1 direct debits are available. You warrant providing sufficient funds in your bank account. Costs incurred due to non-payment of due payments or due to a reversing entry of a direct debit shall be borne by you if the MyDirtyHobby has not been responsible for the non-payment or the reversing entry of the direct debit.

Transactions which are not redeemed result in a fee of €5.00 per transaction to cover handling charges. Chargeback transactions result in a fee per transaction as follows:

- Minimum amount of €10.00 or more, depending on the amount charged by the respective bank for electronic direct debiting
- Minimum amount of €25.00 or more for credit card payments depending on the fee charged by the respective credit card company/processor

You are responsible for any charges for exceeding your account limits or overdrawing your account, imposed by your credit card issuing bank or by the bank where you are holding your bank account. In addition, the affected User Account will be temporarily suspended until the outstanding payment has been received.

5.6 Depending on the country of origin of the credit card used for payment, currency conversion fees, charged by the card-issuing bank, may apply in addition for the User

5.7 In order to use electronic direct debiting/SEPA Direct Debit as payment method, you need to activate the payment method by using one of the three following options:

(a) Activation Code: We will send you an activation code to your cellphone number via SMS or via your landline telephone number or call you on the provided number. You need to enter the activation code on the Site in order to confirm the payment.

(b) SofortIdent etc.: If you choose SofortIdent or any other system on the Site to verify your identity, you can use electronic direct debit/SEPA Direct Debit as payment method.

(c) SofortBanking: If you have already used SofortBanking as payment method in order to reload your User Account with an amount of DirtyCents, you are automatically enabled to use electronic direct debit/SEPA Direct Debit as payment method.

(d) Credit card payment: If you have already used credit card as payment method in order to reload your User Account with an amount of DirtyCents, you are automatically enabled to use electronic direct debit/SEPA Direct Debit as payment method

5.8 DirtyCents can only be used/spent on our Site. For the avoidance of doubt, a refund of any remaining/unused amount of DirtyCents in your User Account is not possible, meaning that a conversion of DirtyCents back into real currency is not possible. Therefore, Users are not entitled to any reimbursement in money

5.9 Notwithstanding the provisions of this clause 5, upon MyDirtyHobby's sole decision for removal, and subsequent removal thereof, of any Content (the "**Removed Content**") from the Sites, MyDirtyHobby will not compensate you for the amount you have spent on purchasing and/or otherwise gaining access to the Removed Content, in any currency, amount or equivalent form thereto.

6. LICENCE

6.1 As long as you hold a User Account, you are permitted to access the purchased Content on our Site and to participate in further Interaction with Performers.

6.2 However, you are not allowed to record, save, share, reproduce, duplicate, copy or re-sell any piece of Content or Interaction, including, but not limited, by uploading the Content or Interaction to so-called One-Click-Hoster/Sharehoster or by sharing the Content or Interaction via file sharing networks or Torrent networks etc.

6.3 Unless otherwise stated, the copyright and other Intellectual Property Rights in all material on our Site (including, but not limited to, photographs, graphical images, texts as well as all Content and Interaction) belong to us or the Performers. For the purposes of these Terms of Use, any use of extracts from our Site, Content, and Interaction other than in accordance with this clause 6 is strictly prohibited. If you breach any of the terms of the Terms of Use, your permission to use our Site automatically terminates and you must immediately destroy any downloaded extracts, Content and/or Interaction from our Site.

6.4 Notwithstanding section 6.3., we reserve the right to withhold any or all amounts of your DirtyCents where we have reasonable grounds to believe that you are acting in violation of clause 6.

7. USER(S)' USE OF THE SITE AND CONDUCT

7.1 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 any and all commercial or non-commercial purposes.

You agree that you will only use the Site and our services for the lawful purposes expressly permitted and contemplated by the Terms of Use. You may not use the Website and our services for any other purposes, including but not limited to commercial purposes, without our express written consent.

7.2 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 at the time the content was created;

- 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.

7.3 You may also not use our Site in order to transmit or procure the sending of any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation via email, the MyDirtyHobby messaging system or other electronic communication.

7.4 You shall not offer money or any other item of value to be given as consideration to the Performers in order to receive from such Performers dating/dating services, escort services, prostitution, and/or personal sexual services/sexual intercourse (except with regard to any sexual depictions during Interaction)

7.5 Any rights not expressly granted in these terms are reserved.

8. 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 or Content ("**Prohibited Use**") uploaded to the Website that infringes applicable laws, rights of third parties, or the Terms of Use. 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 that violates applicable law, third party rights, or these Terms of Use, or the uploading of Content that manifestly and severely violates applicable law, third party rights, or these Terms of Use, 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 Use, the security of the Website, or any legal obligation; and
- 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 and/or Interaction 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 Use, therefore violating any applicable law, third party right, or these Terms of Use, 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 of any Interaction you suspect to be in violation of applicable law, third party rights, or of the Terms of Use, 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 Use 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 clause.

9. SERVICE ACCESS

9.1 We always try to ensure that our Site is normally available 24 hours a day, but we shall not be liable if, for any reason, our Site is unavailable at any time or for any period.

9.2 Access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

10. CANCELLATION

10.1 With regard to the cancellation of your User Account, there is actually no need to do so as we are not charging you with any recurring membership fee (except if you are a subscriber to the VIP Account as stated in clause 10.2 and 10.3).

10.2 VIP Accounts with recurring membership fees can be cancelled at any time, without cause, by you, but the cancellation will only be effective at the end of the original term selected, if the notice has been received by us at least three (3) Business Days before renewal.

10.3 Users holding a VIP Account have the following options for cancellation:

(a) Via email to support@mydirtyhobby.com: Please submit your personal username or User ID and the name of the website you want to cancel your User Account for;

(b) By sending us a message via our contact form (which can be accessed at our support site) or via the MyDirtyHobby messaging system: Please submit your personal username or your User ID and the name of the website you want to cancel your User Account for;

(c) Through your User profile's Account Settings option

MyDirtyHobby will submit a confirmation of the cancellation to the User's email address stored in the User Account. As long as we have not received complete and necessary information from you, the cancellation is still pending and not effective. In case of doubt, the User is obligated to prove the sending of a cancellation and/or the receipt of cancellation confirmation.

11. WITHDRAWAL

11.1 Right of Withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period will expire after fourteen (14) days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us, Aylo Billing Limited, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, 2540, Cyprus, telephone no. +49 (0)

1805300990, email: support@mydirtyhobby.com of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form (available [here](#)) but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

11.2 Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Please note that that we are not able to use the same means of payment in connection to your withdrawal from this contract if you used the payment method Commdoo or CashtoCode for the initial transaction. In such event, we will reimburse you by using a different payment method.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

With regard to the supply of digital content, which is not supplied on a tangible medium, your right of withdrawal prematurely expires if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

12. LINKS TO OUR SITE

You may create links to our Site provided you have first registered as Affiliate to our affiliate program AdultForce (<http://www.adultforce.com/>).

13. FRAUDULENT ACTIVITIES

We have a zero-tolerance policy towards fraudulent activities. If, in our view, you have attempted to defraud us, a Group Company and/or a Performer in any way, including, but not limited to, fraudulent payments, for example by using stolen credit cards, false bank account details, using bank account details in an unauthorized manner, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment) or prohibited transaction (including but not limited to money laundering) or if your deposits fail to be honored by your bank for any reason, we reserve the right to suspend and/or terminate your User Account in connection to such fraudulent activities with immediate effect and recover bad debts using whichever method may lawfully be available to us, including, but not limited to, (i) debiting the amount owed by you from your bank account/credit card; and (ii) instructing third party collection agencies to collect the

debt. This may have a detrimental impact on your credit rating with the bank or credit card company and will require us to share your Personal Information with appropriate agencies.

We reserve the right to void and withhold any or all of your amounts of DirtyCents where we have reasonable grounds to believe that you are acting or have acted in liaison in an attempt to defraud or damage us, a Group Company or a Performer in any way.

14. BREACH / INDEMNIFICATION

14.1 Without prejudice to any other rights, if you breach in whole or in part any provision of the Terms of Use, we reserve the right to take such action as it sees fit, including the termination of the business relationship with you with immediate effect, immediately blocking access to your User Account, terminating your User Account, withholding all monies held in your User account and/or taking legal actions against you.

14.2 You agree to fully indemnify, defend and hold us and the Group Company, its shareholders, directors and employees harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of your breach of these Terms of Use, in whole or in part, your violation of any law or any third party rights, and your use of our Site or use by any other person accessing our Site using your username and password, whether or not with your authorization

15. DATA PROTECTION

15.1 Any use of our Site, the Content/Interaction and the data/personal information provided by you to MyDirtyHobby are governed by MyDirtyHobby's Privacy Policy. The latest version of the Privacy Policy can be found [here](#).

15.2 In connection to that, MyDirtyHobby is authorized to acquire information relevant to you from credit reporting agencies. You consent to our right to register/disclose data in the event you are not acting in accordance with the provisions of the Terms of Use (e.g. credit card confiscation due to improper usage by the card holder, causing of chargeback transactions in cases of undisputed claims, foreclosure (levy of execution) sanctions, etc.). In compliance with the applicable data protection laws, this registration/disclosure is only allowed when required for MyDirtyHobby in order to protect its legitimate interests and when such registration/disclosure does not impair legally protected interests of the User.

16. WARRANTIES

16.1 While we try to ensure that the information on our Site is correct, we do not warrant the accuracy and completeness of the material on our Site. We may make changes to the material on our Site, or to the products and prices for the purchase of DirtyCents described in it, at any time without notice. With regard to the prices for accessing Content and for participating in Interaction, MyDirtyHobby has no influence on the specific prices as they are defined by the respective

Performers. The material on our Site may be out of date, and we make no commitment to update such material.

16.2 The material on our Site is provided "as is", without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide the User with our Site on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which might have effect in relation to our Site.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an agreement/contract that is caused by events outside our reasonable control (hereinafter "**Force Majeure Event**").

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the decrees, legislation, regulations or restrictions of any government; and pandemic or epidemic.

17.3 Our performance under any agreement or contract is deemed to be suspended for the period of the Force Majeure Event. After the end of the Force Majeure Event, term of the agreement will be extended by the period of the Force Majeure Event. We will use reasonable endeavors to bring the Force Majeure Event to an end or to find a solution by which the company's obligations under the Terms of Use may be performed despite the Force Majeure Event.

18. LIABILITY

18.1 We, and any Group Company, the shareholders, directors, officers, or employees shall not be liable (jointly or severally) to you or any third party for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of such damage, and on any theory of liability, arising out of or in connection with the use or performance of this information. Any liability to pay damages or compensation, based on contract law, torts, negligence or any other area of law or arising from any duty of indemnification, shall in any event be limited to a total aggregate amount not exceeding the amounts the User spent on the Site in order to purchase DirtyCents. If any applicable authority holds any portion of this clause 18.1 to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law

18.2 MyDirtyHobby is liable without limitation if damage is caused by an intentional or gross negligent breach of duty by MyDirtyHobby or one of its legal representatives or vicarious agents.

In addition, MyDirtyHobby is liable for slight negligent breach of essential obligations the breach. Those are breaches which put at risk the achievement of the contractual purpose, or the performance of which enables the fulfillment of the contract and is regularly trusted on by the User. In this case, MyDirtyHobby however is only liable for foreseeable damage typical of the contract; MyDirtyHobby is not liable for slight negligent breach of any other obligations than those mentioned in the previous clauses.

18.3 All aforementioned limitations of liability in the Terms of Use do not apply to damages from injury to life, body, or health, for a defect after a guarantee for the condition of the product or for fraudulently concealed defects.

18.4 If your use of material on our Site results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

19. COMPLAINT HANDLING PROCEDURE

If we take any action concerning you, your account, or any Interaction on the Website, as set out in the section “Monitoring and Enforcement”, you may lodge a complaint against such decision.

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 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 Use.
- 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.

20. 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 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.

21. ASSIGNMENT

We reserve the right to assign this agreement, in whole or in part, at any time without notice. You may not assign any of your rights or obligations under these Terms of Use.

22. SEVERABILITY

If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

23. WAIVER

No waiver by us of any breach of any provision of these Terms of Use shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of these Terms of Use.

24. VARIATIONS

We reserve the right to amend the Terms of Use from time to time. 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. Unless otherwise communicated by us, you will be deemed to have agreed to the changes unless you notify us of your disagreement in writing and prior the effective date of the proposed changes.

Should you not agree to the changes, you should no refrain from using our Website after the proposed changes come into effect.

Each updated version of these Terms of Use 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.

25. MISCELLANEOUS

25.1 Nothing in these Terms of Use shall create or confer any rights or other benefits in favor of any third parties not party to the business relationship between the Parties.

25.2 These Terms of Use constitute the entire understanding and agreement between the User and MyDirtyHobby regarding our Site and supersedes any prior agreement, understanding, or arrangement between the Parties.

We may terminate these Terms of Use for any or no reason at any time by notifying you through a notice on the Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination of these Terms of Use, you will no longer have a right to access your account, use your username or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back up of any of your Content.

26. JURISDICTION / GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Cyprus, excluding international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods. Users with a habitual residence abroad shall be entitled, independently of the choice of law, to rely on the mandatory consumer protection laws of the country of their habitual residence.

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 you 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.