

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

Terms of Use

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

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

MG Billing US Corp, 2300 Empire Avenue, 7th floor, Burbank, California CA 91504, USA

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**").

These Terms of Use (hereinafter "**Terms of Use**") 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 "**Site**"), whether as a visitor or 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 SERVICE 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 these Terms of Use carefully before you start to use our Site and make sure that you understand them. By using our Site and/or registering a User Account, you indicate that you formally accept these Terms of Use. If you do not agree to them, please refrain from using our Site.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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. INTRODUCTION AND CONTRACTUAL RELATIONSHIP

- 2.1 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 has not yet attained the age of majority, who finds such material offensive in nature, or anyone who simply does not wish to be exposed to such materials.
- 2.2 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 6, and complaints or criticism regarding the proper functional capability of the Site and services shall be directed solely and directly to MyDirtyHobby.

3. REGISTRATION OF USER ACCOUNTS

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. The registration of a User Account is free of charge.

- 3.1 In order to register a User Account, you must be over eighteen (18) years of age and/or over the age of majority if residing in states, provinces or countries where the age of majority is greater than eighteen (18) years of age. The User may not register a User Account if the User is not of the age of majority in the state, province or country where residing.

We reserve the right to request proper and satisfactory documents to verify your age and/or identity. We will suspend or terminate any accounts with immediate effect that seems to be used by anyone who has not yet attained eighteen (18) years of age and/or is not over the age of majority if residing in states, provinces or countries where the age of majority is greater than eighteen (18) years of age.

- 3.2 Also, a person is required to enter a personal username, a password, a valid email address, gender, and birth date.
- 3.3 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.
- 3.4 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.
- 3.5 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 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 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 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.

4. PURCHASING CONTENT AND PARTICIPATING IN INTERACTION

- 4.1 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 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.

- 4.2 For every piece of Content you are accessing 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 Paysafecard
- (d) Via different mobile payment solutions, like for example SMS Pay or other services

- 4.3 As an exception to clause 4.2, 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.

- 4.4 With regard to clause 4.1-4.3, 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 4.2, 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.

- 4.5 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.

- 4.6 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.
- 4.7 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.
- 4.8 DirtyCents can only be used/spend 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. LICENCE

- 5.1 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.
- 5.2 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.
- 5.3 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 5 is prohibited. If you breach any of the terms in these 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.
- 5.4 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 5.

6. USER MATERIAL AND CONDUCT

- 6.1 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.
- 6.2 You are prohibited from posting or transmitting to our Site, to other Users or Performers any material:
- (a) that is threatening, defamatory, seditious, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, xenophobic, condemnable, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - (b) for which you have not obtained all necessary licences and/or approvals;
 - (c) that is infringing any third party's intellectual property rights;
 - (d) that is promoting or including any advertisement for other websites than our Site;
 - (e) that is promoting sexual services offered by a User;
 - (f) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world.
- 6.3 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.
- 6.4 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).
- 6.5 If necessary, we shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause 6.2 or clause 6.3.
- 6.6 Any rights not expressly granted in these terms are reserved.

7. SERVICE ACCESS

- 7.1 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.
- 7.2 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.

8. CANCELLATION

- 8.1 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 8.2 and 8.3).
- 8.2 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.

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

- (a) Via email to support@mydirtyhobby.com: Please submit your personal username or your 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;

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.

9. WITHDRAWAL

9.1 Right of Withdrawal

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

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

To exercise the right of withdrawal, you must inform us, MG Billing Limited, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone 2540, Block 1, 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

9.2 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 PaySafeCard 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.

10. 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/>).

11. 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 failed 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 the your Personal Information with appropriate agencies.

We reserves 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.

12. BREACH / INDEMNIFICATION

- 12.1 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.
- 12.2 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.

13. DATA PROTECTION

- 13.1 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](#).
- 13.2 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.

14. WARRANTIES

- 14.1 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.
- 14.2 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.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 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**").
- 15.2 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.
- 15.3 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 endeavours 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.

16. LIABILITY

- 16.1 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 16.1 to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.
- 16.2 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.
- 16.3 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.
- 16.4 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.

17. 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.

18. 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.

19. 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.

20. VARIATIONS

We reserve the right to modify any of these Terms of Use at any time, in our sole discretion, by posting the new version of the Terms of Use under this URL. All changes to these Terms of Use shall be deemed approved by you if you do not object within 30 days of receiving the notice about the modifications of the Terms of Use. We will inform you again about that term and the possible consequences in this notice. If any of the modifications are unacceptable to you, your only recourse is to terminate your User Account. Your continued participation under the modified version of the Terms of Use after the end of the term of 30 days will be deemed binding acceptance of the modifications.

21. MISCELLANEOUS

- 21.1 Nothing in these Terms of Use shall create or confer any rights or other benefits in favour of any third parties not party to the business relationship between the Parties.
- 21.2 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.
- 21.3 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.

22. JURISDICTION / GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws 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.

Online dispute resolution (Article 14, Section 1 of the Regulation on consumer ODR): The European Commission provides a platform for online dispute resolution which is accessible at <http://ec.europa.eu/consumers/odr/>.

MG Social Ltd. and MG Billing Ltd. do not participate in the dispute resolution procedure before a Consumer Arbitration Service and are also not obliged to do so.

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