

Terms of Use

Effective Date: Nov 1, 2020.

By accessing the [website](#) (Onlyfet), you (“User”, “Member”, or “You”) agree to be bound by these Terms of Use (this “Agreement”) and the Company's Privacy Policy, which is available here and appended at the end of this Agreement, whether or not You register as a Member of [OnlyFet](#). [OnlyFet](#) is operated by [OnlyFet SL](#), which is sometimes referred to herein as “[OnlyFet](#)” or the “Company.” If You wish to visit [OnlyFet SL](#) or to become a Member and make use of the [OnlyFet](#) service (the “Service”), please read this Agreement. You are required to accept these Terms of Use to use the site. The Terms of Use are as set forth in English. You should not rely on any non-English translation. Refer to the English Terms in the event of any discrepancies or inconsistencies.

Otherwise Stated: This Agreement is between You and [OnlyFet SL](#) and is required before You can use the site. English is the official language of this Agreement.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT MEET OR COMPLY WITH ITS PROVISIONS, DO NOT USE THE WEBSITE OR THE SERVICE.

Otherwise Stated: These are our terms and if You use our Services, You are bound by them. Please read this Agreement.

Please review this Agreement carefully, including the Acceptable Website Use provision, which PROHIBITS ANY UNLAWFUL USE OF THE SITE, INCLUDING ESCORTING, PROSTITUTION AND HUMAN TRAFFICKING, and Arbitration provision, which describes how Disputes (defined below) will be resolved between us, and that no class actions may be brought under this Agreement. In order to proceed with this Agreement and to access the Services of the Website, You must acknowledge and agree to be bound by the terms of this Agreement, including the acceptable use limitations and Arbitration provision described herein.

Otherwise Stated: If You use our Services, You must do so lawfully and are bound to arbitration any disputes between us. You cannot bring a

class action lawsuit. You cannot access our Services without agreeing to these terms.

1. Binding Agreement

- This Agreement is an electronic contract that sets out the legally binding terms You must accept to use the Website and to become a “Member.” For purposes of this Agreement, the term “Member” or “Membership” means a person who provides information to the Company on the Website to participate in the Service in any manner, **whether such person uses the Service as a free Member or a subscriber.** This Agreement may be modified by [OnlyFet SL](#) in its sole discretion at any time, and any such modifications will be posted on the Website. Your continued use of the Website or the Services after the posting of modifications to this Agreement will constitute Your acceptance of such revisions. Otherwise Stated: This is a contract between You and [OnlyFet SL](#). We can modify these terms at any time. If You continue to use the Services after we post the modifications, You have accepted the new terms.
- This Agreement includes [OnlyFet SL](#) Acceptable Website Use Policy below for Content (as herein defined) posted on the Website, [OnlyFet SL](#) Privacy Policy, any notices regarding the Website, and terms disclosed and agreed to by You if You become a Member or if You purchase or accept additional features, products, or services offered on the Website, such as state-specific terms and terms governing features, billing, free trials, discounts, and promotions. Otherwise Stated: Our Acceptable Use Policy and Privacy Policy are incorporated into this Agreement. Any other notices and terms presented to You and accepted by You (either directly or by use of the Services) are incorporated in these terms too.

2. Eligibility

- You must be at least eighteen years old to register as a Member or use the Website. By using the Website, You represent and warrant that You have the right, authority, and capacity to enter into this Agreement and to abide by all of the Terms and Conditions of this Agreement. **If You become**

a Member, You represent and warrant that You have never been convicted of a felony and that You are not required to register as a sex offender or with any reciprocal designation with any government entity. You will only use the Service in a manner consistent with this Agreement and any and all applicable local, regional, national and international laws and regulations, including, but not limited to, **United States** export control laws. **By using the Service, You represent that You have not been designated by the United States government as a “Specially Designated National” or other person to whom the provisions of the Service are prohibited.** Registration for, and use of, the Service are void where prohibited. You are responsible for determining whether the use of the Service is legal in Your jurisdiction.

Otherwise Stated: You must be 18 years old to use **OnlyFet**. As a Member, **You are telling us that You have never been convicted of a felony and that You are not required to register as a sex offender or any similar designation with any governmental agency.** You will only use the Service as per these terms and all applicable local, regional, national and international laws and regulations. You cannot use the Service if it isn't legal where You are located. You are responsible for determining whether You can legally use the Service.

3. Term and Termination
4. This Agreement will remain in full force and effect while You use the Website and/or are a Member. You may terminate Your Membership at any time, for any reason by following the instructions on the **Deactivate Account section** in Account Settings, or upon receipt by W8Tech of Your written or email notice of termination. If you **deactivate** your account, **OnlyFet SL** may still retain certain information associated with your account for analytical purposes and record-keeping integrity, as well as to prevent fraud, collect any fees owed, enforce our Terms and Conditions, take actions we deem necessary to protect the integrity of our website or our users, or take other actions otherwise permitted by law. In addition, if certain information has

already been provided to third parties as described in our Privacy Policy, retention of that information will be subject to those third parties' policies.

5. **Only Fet SL** may terminate Your Membership for any reason, with or without notice. If **OnlyFet SL** terminates Your Membership, You will not be entitled to any refund of unused subscription fees or unused credits. If Your Membership is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except any terms that by their nature expire or are fully satisfied.

Otherwise Stated: If You continue to use the Service, these terms are still applicable. You can terminate Your Membership whenever You want. We can terminate Your Membership at any time and for any reason. We won't issue a refund if we think You failed to abide by these terms. These terms are still applicable after termination of Your Membership.

6. Exclusively for Non-commercial Use by Members

7. The Website and the Service is for personal use only. Any other use, including use by competitors and the media, is considered Commercial Use by Commercial Users. For example, Members may not use the Service in connection with any commercial endeavors such as: (i) advertising or soliciting any User to buy or sell any products or services not offered by the Company, (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes, (iii) press or media purposes of any kind; all media inquiries should be directed to info@onlyfet.com , (iv) OnlyFet leads or customer information, even if ultimately requested or received off the site, or (v) scraping or otherwise collecting data or information of any kind.

Organizations, companies, agencies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Users of the Website may not use any information

obtained from the Service to contact, advertise, solicit, or sell to any other User without his or her prior explicit consent. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Website, including referring activities the Company deems suspicious to governmental authorities.

Otherwise Stated: You can't use the Service for business or media purposes. Illegal and/or unauthorized use of the Website or Service will be investigated, and we will take legal action. We may refer activities we deem suspicious to governmental authorities.

8. Account Security

9. Your Membership account is for Your personal use only. You are responsible for maintaining the confidentiality of the username and password You designate during the registration process, and You are solely responsible for all activities that occur under Your username and password, including distribution of Your personal information to other users. You acknowledge that [OnlyFet SL](#) is not responsible for third-party access to Your account information or personal information that results from voluntary distribution or theft or misappropriation of Your username or password or personal information.

Otherwise Stated: Keep Your username and password and personal information confidential. You are responsible for anything that occurs on the Website under Your username and password, including providing personal information to others.

10. Risk Assumption and Precautions

- [OnlyFet SL](#) IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR MEMBER OF THE SERVICE. YOU ASSUME ALL RISK WHEN USING THE SERVICE, INCLUDING BUT NOT LIMITED TO, ALL OF THE RISKS ASSOCIATED WITH ANY ONLINE OR OFFLINE INTERACTIONS WITH OTHER MEMBERS, INCLUDING **DATING** OR SENDING MONEY TO ANOTHER MEMBER. **YOU AGREE TO TAKE ALL NECESSARY PRECAUTIONS WHEN MEETING INDIVIDUALS THROUGH THE SERVICE.** You should not provide Your financial information (for example, Your credit

card or bank account information), or wire **or otherwise send money**, to other Members.

- **OnlyFet SL DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS MEMBERS. However, OnlyFet SL reserves the right to conduct any criminal background check, at any time and using available public records.** BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY AUTHORIZE ANY SUCH CHECK.

- You understand that **OnlyFet SL makes no guarantees, either express or implied, regarding Your ultimate compatibility with individuals You meet through the Service or as to the conduct of such individuals.**

11. Otherwise Stated: We aren't responsible for our users conduct online or offline. We don't do criminal background checks on Members currently, but we may at any point, and by agreeing to these terms, You agree we can do such a check. You assume all the risk when using the Service. Please take appropriate precautions.

12. Proprietary Rights

13. **OnlyFet SL**, own and retain all proprietary rights in the Website and the Service, and in all content, trademarks, trade names, service marks, and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, and other proprietary information of **OnlyFet SL**. Except for that information that is in the public domain or for which You have been given written permission, You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Otherwise Stated: We own the Website and the Service, which includes all the content, trademarks, trade names, service marks, and other intellectual property. Don't copy or alter our stuff without our written permission.

14. Acceptable Website Use

- You are solely responsible for the content and information that You post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, “Post” or “Posting”) on the Website or as part of the Service or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, “Content”). You may not Post on the Website or as part of the Service, or transmit to **OnlyFet** or any other Member (either on or off the Website), any material or engage in conduct on or through the site: (i) in violation of any applicable law or regulation, (ii) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, (iii) in a manner that is offensive, inaccurate, profane, intimidating, defamatory, obscene, threatening, abusive or hateful, (iv) use of multiple accounts for one user, or (v) express or imply that any statements you make are endorsed by **OnlyFet SL**, OnlyFet, or any related websites, affiliates. or subsidiaries. You are prohibited from uploading content that is pornographic or contains nudity. You represent and warrant that all information that You submit upon registration is accurate and truthful and that You will promptly update any information provided by You that subsequently becomes inaccurate, misleading or false.
Otherwise Stated: You are responsible for what You do on our Website and how You use our Service. Don’t post or transmit any material that violates laws or regulations. Don’t post or transmit any material or in a manner that will infringe on ours or others copyright, trademark and other intellectual property rights. Don’t be a jerk and don’t threaten or offend others.
- **OnlyFet SL** reserves the right, but has no obligation, to monitor any Content You post on the Website or as part of the Service. **OnlyFet SL** may remove any Content that, in its sole opinion, violates, or may violate, any applicable law, the letter or spirit of this Agreement, or upon the request of any

third party and any Member that posts such Content.

Otherwise Stated: We don't have to, but we may, monitor content posted on the Website. We also may remove any content that we think may violate the law or this Agreement or upon request by others and may remove the Member posting such content as well.

- By Posting Content on the Website or as part of the Service, You automatically grant to [OnlyFet SL](#) an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to: (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. In addition, so that [OnlyFet SL](#) can prevent the use of your Content outside of the Service, you authorize [OnlyFet SL](#) to act on your behalf with respect to infringing uses of your Content taken from the Service by other users or third parties. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones.

Otherwise Stated: Once You post something, we may use it in accordance with the terms of this Agreement.

- You are prohibited from violating or attempting to violate the security of the Website, including, without limitation: (i) accessing data not intended for You or logging into a server or account that You are not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with or disrupt the Service or the Website including, without limitation, by way of submitting a virus to the Website, overloading, flooding, spamming, mail bombing, or crashing; (iv) sending unsolicited email, including promotions

and/or advertising of products or services; (v) forging headers or otherwise manipulating identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third-party software); (vi) using (or attempting to use) any engine, software tool, agent, or other device or mechanism, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Website, Service or its Contents; (vii) modifying, adapting, sublicensing, translating, selling, reverse engineering, deciphering, decompiling or otherwise disassembling any portion of the Service or the Website or any software used on or for the Service or the Website, or cause others to do so.

Otherwise Stated: Don’t do things to or on the Website that You aren’t authorized to do.

- The Website may be used only for lawful purposes by individuals OnlyFet relationships. As one of the conditions of Your use of the Website and the Service, You represent, warrant, and agree that You will not use (or plan, encourage, or help others to use) the Website or the Service for any purpose or in any manner that is prohibited by this Agreement or by applicable law (including but not limited to any applicable export controls). It is Your responsibility to ensure that Your use of the Website and the Service complies with this Agreement and to seek prior written consent from the site for any uses not permitted or not expressly specified herein. [OnlyFet SL](#) specifically prohibits any use of the Website or the Service, and You hereby agree not to use the Website or the Service, for any of the following:
 - Using the Website as an escort or prostitute or using the Service to promote, solicit, or engage clients for an escort or prostitution service, or to engage or facilitate human trafficking of any kind, including past escort activities or affiliation with an escort site or service;

- Posting or sending material that exploits people under the age of 18, or solicits personal information from anyone under 18, failing to report knowledge of a person under the age of 18 to info@onlyfet.com, or continuing to use the site to interact in any way with anyone You know or believe is under the age of 18. Any violation of these prohibitions will result in termination of Your Membership and **possible referral to law enforcement or other agencies, such as the [National Center for Missing and Exploited Children](#)**.
- Posting any incomplete, false, misleading, or inaccurate Content about Yourself and/or Your profile;
- Posting any Content that is not entirely Your own or for which You do not have full rights to use;
- Impersonating, or otherwise misrepresenting an affiliation, connection or association with, any person or entity;
- If You have a password, allowing any other person to access a non-public area of the Website, disclosing to or sharing Your password with any third parties, or using Your password for any unauthorized purpose; using meta tags or code or other devices containing any reference (express or implied) to the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the Website) to direct any person to any other website for any purpose;
- Soliciting passwords or personal identifying information for commercial or unlawful purposes, or for any other reason that would constitute a violation of this Agreement, from other users;
- Engaging in advertising to, or solicitation of, other Members to send money, or buy or sell any products or services. You may not transmit any chain letters or junk/spam email to other Members. If You breach the terms of this subsection and send or post unsolicited bulk email, spam, or other unsolicited communications of any kind through the Service, You acknowledge that You will have caused substantial harm to [OnlyFet SL](#);

- Initiating contact with Members off site by any other means without first obtaining explicit permission from them to do so via the Website;
- Posting advertisements or solicitations of employment, business, or pyramid schemes;
- Using the Website or Service for activities that violate any law, statute, ordinance, or regulations;
- Using the Website or Service to encourage, promote, facilitate, or instruct others to engage in illegal activity;
- Engage in any activity that violates criminal laws of the jurisdiction in which the Member resides, visits or contacts Members;
- "Frame" or "mirror" any part of the Service or the Website, without the Company's prior written authorization;
- Using the Service in order to damage [OnlyFet SL](#), OnlyFet, or any related websites, affiliates, or subsidiaries;
- Any competitive purpose, including copying, soliciting, competitive or market analysis, or any other use by a competitor;
- Recruiting, including for pornography, modeling, or escort sites or brothels; and
- Commercial Use as defined above.
- Otherwise Stated: You may only use the Website as it is intended. No escorts or prostitutes. No human trafficking of any kind. Report any minors using the Website. Don't seek minors and don't use the site if you are a minor. Don't use the Website for unlawful purposes. If You use the Website in a way that is not authorized or is illegal, we will take legal action against You and/or refer You to the proper law enforcement authorities.
- Commercial Use and Competitive Violations and Liquidated Damages. Commercial Users act in violation of the terms of this Agreement and acknowledge that they are not actual users of the Website as it is intended. Each and every Commercial Use or competitive use of the Website is in violation of this Agreement and is subject to a [\\$100,000](#)

award for damages as liquidated damages for such breach. You acknowledge that any Commercial Use of the Website or Service will cause harm in an amount that would be extremely difficult to ascertain and that **\$100,000** for each and every commercial or competitor violation is a reasonable estimate of such harm.

Otherwise Stated: The Website is for personal use only.

Every use of the Website for commercial or competitive reasons will result in **\$100,000** award for damages.

15. No Harassment of **OnlyFet SL** Employees You will not harass, annoy, intimidate, or threaten any **OnlyFet SL** employees or agents engaged in providing any portion of the Service to You. If we feel that Your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate Your Membership and You will not be entitled to any refund of unused subscription fees.

Otherwise Stated: Don't harass our employees. We will terminate Your Membership if You are threatening or offensive to our employees and You won't get a refund.

16. Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if You believe that Your work has been copied and posted on the Service in a way that constitutes copyright infringement, please contact our Copyright Agent at copyright@onlyfet.com and provide the following information: an electronic or physical signature of a person authorized to act on behalf of the copyright owner; identification of the copyrighted work that You claim is being infringed; identification of the material that is claimed to be infringing and where it is located on the Website; information reasonably sufficient to permit **OnlyFet SL** to contact You, such as Your address, telephone number, and email address; a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement, made under penalty of perjury, that You are the copyright owner or

authorized to act on the copyright owner's behalf. Only copyright notices will be accepted at the above email address. All other inquiries or requests will be discarded.

Otherwise Stated: Don't use or post copyrighted, trademarked, or proprietary material unless You have written permission from the owner of such material. If You think someone on the Website has violated Your copyright, trademark, or proprietary rights, let us know.

17. Subscription and Membership

- You must provide current, complete, and accurate information for Your Billing Account. You must promptly update all information to keep Your Billing Account current, complete, and accurate (such as a change in billing address, card number, or expiration date), and **You must promptly notify OnlyFet if Your payment method is canceled (including if You lose Your card or it is stolen)**, or if You become aware of a potential breach of security (such as an unauthorized disclosure or use of Your username or password). **Changes to such information can be made at "Account Settings" on the Website.** If You fail to provide us any of the foregoing information, You agree that You are responsible for fees accrued under Your Billing Account. In addition, You authorize us to obtain updated or replacement expiration dates and card numbers for Your credit or debit card as provided by Your credit or debit card issuer.
- You agree that all payments made on the Website are final, and You will not challenge or dispute the charge with Your bank. You further agree that should You have any issues relating to Your payment (such as duplicate billing), You will open a support ticket through the Website to resolve the issue. Should a dispute be initiated with Your bank, You agree that You will be held responsible for any outstanding balance owed to us plus any dispute case fees charged by our bank, which may be as much as **US\$60**. You agree that You will pay any outstanding balance You have with **OnlyFet** within 30 days from the date of notification. Any outstanding balance left unpaid after 30 days may be submitted to a collections agency, and You agree that a collections fee of

up to 50% of the outstanding balance or \$100 (whichever is higher) will be added to the amount that You owe.

- In order to provide continuous service, OnlyFet provides for automatic renewal. Whether it exercises the right or not, OnlyFet.com has the right to automatically renew Your Membership from month to month. UNTIL TERMINATED, OnlyFet MAY AUTOMATICALLY RENEW ALL PAID SUBSCRIPTIONS FOR THE SERVICES ON THE DATE SUCH SUBSCRIPTIONS EXPIRE. After Your initial subscription commitment period, and again after any subsequent subscription period, Your subscription will automatically continue for an additional equivalent period. By entering into this Agreement, You acknowledge that Your account will be subject to the above-described automatic renewals. If You do not wish Your account to renew automatically, or if You want to change or terminate Your subscription, please log in and go to “Account Settings” on the Website and follow the directions contained therein.
- OnlyFet MAINTAINS A STRICT NO-REFUND POLICY. ALL PURCHASES MADE ON THE WEBSITE ARE FINAL. IF YOU CHOOSE TO PURCHASE A SUBSCRIPTION PACKAGE ON THE WEBSITE, YOU AGREE THAT ABSOLUTELY NO REFUNDS, EITHER FULL OR PARTIAL, WILL BE ISSUED FOR ANY REASON OR FOR ANY UNUSED OR REMAINING SUBSCRIPTION OR CREDITS.
- When You deactivate Your OnlyFet account or if Your account is suspended for violating this Agreement or other policies, You agree that any remaining or unused subscription and credits will be forfeited and no refunds will be issued for any remaining or unused Membership subscription and credits. Further, if Your deactivated OnlyFet account is reinstated at a later date, You agree that any remaining or unused Membership subscription and credits You have remaining at the time of Your account deactivation will not be reinstated with Your account.
- Credits or a subscription purchased for a specific OnlyFet account is strictly non-transferable. You agree that any remaining or unused Membership subscription associated

with an active or **deactivated OnlyFet** account will not be transferred to any other account belonging to You or someone else.

- **OnlyFet SL** reserves the right to offer free Membership to any person(s) of its choice at any given time, for any duration, while charging other Members, at the same time. **OnlyFet SL** also reserves the right to cancel the free trial period at any time, for all or any of its Members. A Member profile (both subscribers and a free Membership) may remain posted on the Website even if that Member is not actively using the Service. You acknowledge that although a Member's profile may be viewed, You may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.

18. Otherwise Stated: You need to give us accurate information for Your billing account and You need to keep the information updated. All payments made are final—no refunds—even if You or we terminate Your account early. Credits or subscriptions can't be transferred to any other account. If You think there has been an error in billing, You must contact us immediately. Your account may be automatically renewed. We can grant free Memberships to whomever and whenever we want, and we can cancel any free trial periods when we want.

19. Service and Modification to the Website

OnlyFet SL does not guarantee that the Website will be fully operational all the time. Members may face significant service disturbances. Only in the event that the Website is offline for a period of more than 72 consecutive hours will a pro-rated refund be given. **OnlyFet SL** DOES NOT OFFER TECHNICAL SUPPORT. We will offer support only for the Service related to the Website. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Service (or any part thereof) with or without notice to any Member, group of Members or all Members. You agree that the Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Website or the Service, the Company reserves the right at any time, in its sole discretion, to block users related to

certain IP addresses from accessing the Website or Service. Otherwise Stated: We can't guarantee that the Website will be operational all the time. We will provide Members with a pro-rated refund only if the website is offline more than 72 hours consecutively. We don't offer technical support. We can modify or discontinue any part of the Website or the Website as a whole at any time without giving You notice and we are not liable as a result. We can block users at any time from accessing the Website or Service.

20. User Information

- When You register for our Service on the Website, You will be asked to provide us with certain information, including but not limited to, a valid email address (Your "User Information"). [Only FetSL](#) right to use Your User Information is described in our Privacy Policy. Please see our Privacy Policy for further details regarding use of Your User Information. [OnlyFet SL](#) reserves the right to offer third-party services and products to You based on the preferences that You identify in Your User Information and at any time thereafter; such offers may be made by us or by third parties and are governed by our Privacy Policy.
- You acknowledge and agree that [OnlyFet SL](#) may disclose in whole or in part Your User Information and Content if required to do so by law, at the request of a third party (subject to our Privacy Policy), or if we, in our sole discretion, believe that disclosure is reasonable to: (1) comply with the law, requests or orders from law enforcement, or any compulsory legal process (2) protect or defend [OnlyFet](#), or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.
- Notwithstanding any other provision of this Agreement or the Privacy Policy, [OnlyFet SL](#) reserves the right, but has no obligation, to disclose any User Information and Content that You submit to the Service, if, in its sole opinion, [OnlyFet SL](#) suspects or has reason to suspect, that the information involves a party who may seek to commit a crime, be committing a crime, or be the victim of abuse in any form or

a crime. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, domestic violence, or human trafficking. Information may be disclosed to authorities that [OnlyFet SL](#), in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that [OnlyFet SL](#) is permitted to make such disclosure.

21. Otherwise Stated: We collect personal information from You and may share it, so You need to read our Privacy Policy.

22. Links

The Website may contain, and the Service may provide, links to sites that are not maintained by [OnlyFet](#). While we try to include links only to those sites which are in good taste and safe for our users, we are not responsible for the content or accuracy of those sites and cannot guarantee that sites will not change without our knowledge. The inclusion of a link in the Website does not imply our endorsement of the linked site. If You decide to access linked third-party websites, You do so at Your own risk. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Website or Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party. You further acknowledge and agree that [OnlyFet SL/OnlyFet](#) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such linked website or resource.

Otherwise Stated: There may be links on the Website that we don't maintain. We aren't responsible for the content on those sites. Just because a link is on our Website, it doesn't mean we are endorsing the linked site. Your interaction with the linked site is at Your own risk. We aren't liable for any damage or loss You may incur by engaging with the linked site.

23. Disclaimers

- [OnlyFet SL](#) is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members, or by any of the equipment or programming associated with or utilized in the Service.
- [OnlyFet SL](#) is not responsible for the conduct of any kind, whether online or offline, of any User of the Website or Member of the Service.
- [OnlyFet SL](#) is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User or Member communications.
- [OnlyFet SL](#) is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Website and/or in connection with the Service.
- Under no circumstances will [OnlyFet SL](#) be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interaction or contact between users of the Website, whether online or offline.
- THIS SITE IS FOR ENTERTAINMENT AND INFORMATIONAL PURPOSES ONLY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, [ONLYFET SL](#) PROVIDES THE WEBSITE AND SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE WEBSITE (INCLUDING ALL CONTENT CONTAINED

THEREIN) INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATIONS OF PRIVACY, OR NON-INFRINGEMENT. [ONLYFET SL](#) DOES NOT WARRANT THAT THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

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- [OnlyFet SL](#) cannot guarantee and does not promise any specific results from use of the Website and/or the Service.
- This Website is only a venue—it acts as a venue for individuals to post personal and contact information for purposes of dating. [OnlyFet SL](#) is not required to screen or censor information posted on the Website, including but not limited to, the identity of any user and any user content. We are not involved in any actual communication between Members. As a result, we have no control over the quality, safety, or legality of the information or profiles posted, or the truth or accuracy of such information. You agree You are solely responsible for Your interactions with other Members and that [OnlyFet SL](#) isn't liable in any way for Member communications. [OnlyFet SL](#) reserves the right, but has no obligation, to monitor disputes between You and other Members. This includes, but is not limited to, conversations via regular email, dates, relationships, phone calls, meetings, he said/she said accusations or any other correspondence or interaction that occurs outside of the scope of the Website. The Website and Service is a tool for providing the initial contact between Members, anything beyond that is not in our control and is done so at the Members' own risk. Members must use common sense about what information they reveal to others via email or any other means of communication. It is Your responsibility to ensure your safety and to investigate Members and verify they are legitimate relationship seekers. There are many different frauds, schemes, and deceptions on the Internet, and we strongly caution You to be skeptical of any Member until You learn more about them and verify their background.
- In addition to the preceding information under this Agreement, any advice or thoughts that may be posted on the Website or through the services provided for under this Agreement are for informational and entertainment purposes only and are not intended to replace or substitute any professional, financial, medical, legal, or other advice. The

Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If You have specific concerns or a situation arises in which You require professional or medical advice, You should consult with an appropriately trained and qualified specialist and seek immediate attention of the proper professional.

- You specifically acknowledge and agree that [OnlyFet SL](#) is not liable for Your defamatory, offensive, infringing or illegal materials or conduct or that of third parties, and we reserve the right to remove such materials from the Website without liability or notice to You.

24. Otherwise Stated: We are not responsible or liable for a number of things related to the Website and Your use of the website. You are using the Website and Service at Your own risk and any communications between You and other users/Members are at Your own risk. If You read something on our site, don't take it on its face—use common sense, do Your research and take precautions.

25. Limitation on Liability

- **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL [ONLYFET SL](#) BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF [ONLYFET SL](#) KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL [ONLYFET SL](#) AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICE OR THE WEBSITE, EXCEED THE PRICE PAID BY YOU FOR YOUR MEMBERSHIP, OR, IF YOU**

HAVE NOT PAID W8TECH FOR THE USE OF ANY SERVICE, THE AMOUNT OF US\$25.00 OR ITS EQUIVALENT.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL [ONLYFET SL](#) BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER MEMBERS OF THE SERVICE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF MEMBERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.
- To the fullest extent permitted by applicable law, You release the Company from responsibility, liability, claims, demands, or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of, or related to, disputes between users and the acts or omissions of third parties. You expressly waive any rights You may have under [civil code art. 6 Spain](#) as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.
- THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

26. Otherwise Stated: We have built our Service for You, but we can't promise it is perfect. We are not liable for various things and You release us from responsibility and liability for those things.

27. Litigation and Arbitration

- Arbitration is the submission of a dispute to an unbiased third party designated by the parties to the controversy, who agree in advance to comply with the ruling, decisions, award or judgment after a hearing at which all parties to the controversy have an opportunity to be heard. **YOU AND ONLYFET SL AGREE THAT WE ARE EACH GIVING UP OUR RIGHT TO GO TO COURT** in connection with any Dispute (defined below), and that our rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**.
- You and **OnlyFet SL** agree that any disputes arising out of, or related to, the Website, the Service, this Agreement and/or any policies or practices of **OnlyFet SL** (a “Dispute”) will be subject to **FINAL AND BINDING ARBITRATION**, with the exception of privacy disputes involving Users/Members from the European Union (“E.U.”), Switzerland, or the European Economic Area (“EEA”), which are subject to the dispute resolution process set forth in our Privacy Policy. Notwithstanding the above, **OnlyFet SL** is always interested in attempting to resolve any Disputes by amicable and informal means, and we encourage You to contact us at dispute@onlyfet.com before resorting to **arbitration**.
- YOU AND **ONLYFET SL** ACKNOWLEDGE THAT NEITHER OF US WILL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE WITH THE OTHER PARTY. Further, neither You nor **OnlyFet SL** agrees to class **arbitration** or any **arbitration** where a person brings a dispute as a representative of other person(s).
- You agree that **OnlyFet SL** may bring actions on its Members’ behalf, including you, where its rights may be implicated.
- If the parties are unable to resolve a Dispute by informal means, the **arbitration** of Disputes will be administered by a third-party **arbitrator** not affiliated with **OnlyFet SL**, in accordance with commercial **arbitration** rules, and if

deemed appropriate by the **arbitrator**, any supplementary procedures for consumer disputes.

- Any proceeding to enforce this **arbitration** agreement, including any proceeding to confirm, modify, or vacate an Catalunya , España **arbitration** award, may be brought in any court of competent jurisdiction. In the event that this **arbitration** agreement is for any reason held to be unenforceable, any litigation against [OnlyFet SL/OnlyFet](#) (except for small-claims court actions) may be commenced only in the [Cataluña, Spain](#). You hereby irrevocably consent to the jurisdiction of and venue in those courts for such purposes.
- Regardless of any statute or law to the contrary, and to the maximum extent permitted by applicable law, any Dispute must be filed within one (1) year after the date in which the incident giving rise to the Dispute occurred. Failure to file an **arbitration** claim as described above within the applicable limitation period constitutes a waiver of such claim and serves as a complete bar to any claim based on any Dispute, with the exception of privacy disputes brought by E.U. and Swiss Users/Members pursuant to the E.U.-U.S. and U.S.-Swiss Privacy Shield Program (see appended Privacy Policy).
- This Agreement, and any Dispute between You and [OnlyFet SL](#), excepting E.U.-U.S. and Swiss-U.S. privacy disputes as noted above, shall be governed by the laws of the state of [Spain](#) without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the [Arbitration Act](#).
- If You access the Website or use the Service from outside the [Spain](#), You waive all rights under the laws and regulations of the territory from which You access or use the Website or Service, unless You are an E.U. or Swiss citizen or located in the EEA, in which case Your rights are governed by the [Spain Privacy Program](#) to which [OnlyFet](#) parent company has self-certified.
- You have the right to opt out of binding **arbitration** within thirty (30) days of the date You first accepted the terms of

this Section by emailing legal@onlyfet.com. In order to be effective, the opt-out notice must include Your full name and clearly indicate Your intent to opt out of binding **arbitration**. By opting out of binding **arbitration**, You are agreeing to resolve Disputes in accordance with the choice of law, forum and venue provisions herein.

- This section providing for **arbitration** of claims does not apply to Commercial Use and competitor violations as described above.
- Any claim under this Agreement, whether arbitrated or not, are governed by [Spain](#) law and may be brought only in Spain.

28. Otherwise Stated: If You decide You want to sue us for any reason, You will have to bring Your claim in **Arbitration**, not a court, unless You opt-out of binding **arbitration** in the required time-frame. There is a time limit of when You can bring Your claim. We are based in [Spain](#) and You will be governed by and have to bring Your claim in [Spain](#).

E.U., Swiss, and EEA Users/Members are allowed certain exceptions to the above terms.

29. Indemnity

You agree to defend, indemnify, and hold harmless [OnlyFet SL](#), its officers, directors, employees, agents, affiliates, and subsidiaries from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from Your use of the Website, the Service, or Your breach of the terms of this Agreement (including any breach of Your representations and warranties contained herein), any postings or Content You post on the Website or as a result of the Service, and the violation of any law or regulation by You. You, and Your estate in the case of Your death, further agree that this indemnification provision covers all third-party claims, actions or demands, including those filed by Your spouse, children, or family. [OnlyFet SL](#) reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with [OnlyFet SL](#) in connection therewith.

Otherwise Stated: You agree to defend us and hold us harmless

for Your use of the Website and any breach by You of the agreement terms or any violations of any law or regulation by You. This indemnification covers all claims, actions, or demands made by anyone.

30. General Provisions

- Violation of this Agreement may cause [OnlyFet SL](#) irreparable harm, and You therefore agree that [OnlyFet SL](#) will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that [OnlyFet SL](#) may have for a breach of this Agreement.
- This Agreement, accepted upon use of the Website and further affirmed by becoming a Member of the Service, the Privacy Policy appended herewith and also located on the Website, and any applicable payment, renewal, and additional Service terms, comprise the entire agreement between You and [OnlyFet SL](#) regarding the use of the Website and/or the Service, superseding any prior agreements between You and [OnlyFet SL](#) related to Your use of the Website or Service (including, but not limited to, any prior versions of this Agreement).
- Unless otherwise explicitly stated, this Agreement will survive termination of Your registration to the Service.
- If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
- The failure of [OnlyFet SL](#) to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- You agree that Your online account is non-transferable and all of Your rights to Your profile or contents within Your account terminate upon Your death.
- No agency, partnership, joint venture or employment is created as a result of this Agreement and You may not make any representations or bind [OnlyFet SL](#) in any manner.

31. Otherwise Stated: These are general terms to which You agree, just like You are agreeing to all the other terms in this agreement.

32. **Special State Terms**

The following provisions are added to this Agreement for subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin:

You, the buyer, may cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated notice which states that You, the buyer, are canceling this Agreement, or words of similar effect. This notice shall be sent to: Onlyfet.com. Please include Your [Onlyfet](#) username and email address in any correspondence or Your refund may be delayed. If You cancel, [Onlyfet](#) will return, within ten days of the date on which You give notice of cancellation, any payments You have made. If You send or deliver the notice to cancel Your subscription agreement within such three-day period, we will refund the full amount of Your subscription. In the event that You die before the end of Your subscription period, Your estate shall be entitled to a refund of that portion of any payment You had made for Your subscription which is allocable to the period after Your death. In the event that You become disabled (such that You are unable to use the services of [Onlyfet](#)) before the end of Your subscription period, You shall be entitled to a refund of that portion of any payment You had made for Your subscription which is allocable to the period after Your disability by providing the company notice at the same address as listed above.

Otherwise Stated: If You are a resident of the one of the above states, the above terms apply to You and supersede any contradictory terms that might be found otherwise in the Agreement.

33. **Special E.U.-Swiss Terms**

If You are a consumer in the E.U. or Switzerland or EEA , we don't exclude or limit any liability for gross negligence, intent, or death

or personal injury caused by our negligence or willful misconduct. If we cause damage to You and you're a consumer in the EEA, **OnlyFet SL** liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of agreement. **OnlyFet SL** is not liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won't apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence or willful misconduct, or if and to exclude our responsibility for something we have specifically promised to You. If You are a consumer in the E.U., Switzerland, or the EEA, **OnlyFet SL** may assign this agreement, and any rights and licenses granted under it, to a third party. In case of such an assignment, You are entitled to terminate the agreement with immediate effect by **deactivating** Your account. **OnlyFet SL** will provide You with reasonable notice, via the methods noted below, of any such assignment.

Otherwise Stated: If You are a user/Member in the EU, Switzerland, or EEA, the above terms apply to You and supersede any contradictory terms that might be found otherwise in the Agreement.

34. Notice

The Company may provide You with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website. Such notices may not be received if You violate this Agreement by accessing the Service in an unauthorized manner. You agree that You are deemed to have received any and all notices that would have been delivered had You accessed the Service in an authorized manner.

Otherwise Stated: If we make changes or want to notify You, we'll let You know.

35. Revision Date and Amendment.

This Agreement is subject to change by the Company at any time. **If You are a non-subscribing Member at the time of any change**, the revised terms will be effective upon posting on the Website and Your use of the Service after such posting will

constitute acceptance by You of the revised Agreement. **If You are a subscribing Member at the time of any change, to the extent permitted by applicable law the then-existing Agreement will continue to govern Your Membership until such time that You renew Your Membership as contemplated herein. If You continue Your Membership, Your renewal will constitute acceptance by You of the revised Agreement. Alternatively, if You terminate Your subscription at such time, Your use of the Service after Your termination will constitute acceptance by You of the Agreement.**

Otherwise Stated: When we revise this Agreement, depending on Your status (non-subscribing or subscribing), You may be subject to different terms (old or new) for a period of time.