

## Terms Of Service

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### Acceptance of the Terms of Service

By using or visiting [www.pornhub.com](http://www.pornhub.com), [www.pornhubpremium.com](http://www.pornhubpremium.com) or [www.modelhub.com](http://www.modelhub.com) (individually a "**Website**" and, collectively, the "**Websites**"), or any content, functionality and services offered on or through any of the Websites, whether as a guest or a registered user, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you signify your agreement to these Terms of Service and our Privacy Policy, found at <https://www.pornhubpremium.com/information/privacy>, <https://www.modelhub.com/information/privacy>, <https://www.pornhub.com/information/privacy> and incorporated herein by reference.

These Terms of Service apply to all users, including users who are also contributors of Content, of any of the Websites, web pages, interactive features, embeddable player, uploader and other applications, widgets, blogs, social networks, social network "tabs", or other online or wireless offerings that post a link to these Terms of Service, whether accessed via computer, mobile device, or other technology, manner, or means.

"**Content**" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, textual content, and other materials you may view, upload, publish, submit, make available, display, communicate or post on, or transmit to other users or other person or access through, a Website.

If you do not agree to any of these terms of Service or our Privacy Policy, please do not access or use any of the Websites.

You consent to entering these Terms of Service electronically, and to storage of records related to these Terms of Service in electronic form.

### Ability to Accept Terms of Service

You affirm that you are at least 18 years of age or the age of majority in the jurisdiction you are accessing a Website from, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 or the applicable age of majority, please do not use any of the Websites. You also represent that the jurisdiction from which you access a Website does not prohibit the receiving or viewing of sexually explicit content.

### Changes to the Terms of Service

We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of a Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

The updated version of the Terms of Service supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect. You should periodically review the most up-to-date version of the Terms of Service found at <https://www.pornhubpremium.com/information/terms>, <https://www.modelhub.com/information/terms>, <https://www.pornhub.com/information/terms>.

### About Our Websites

The Websites allow for uploading, sharing and general viewing of various types of adult-oriented content by users, registered and unregistered, and models who desire to share and view visual depictions of adult-oriented content, including sexually explicit images. In addition, the Websites contain texts, messages, files, data, information, images, photos, videos, recordings, materials, code or content of any kind and other materials posted or uploaded by users and models.

The Websites may contain links to third party sites that are not owned or controlled by the Websites or their operator. The Websites have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party sites. In addition, the Websites will not and cannot censor or edit the content of any third-party site. By using any of the Websites, you expressly relieve us from all liability arising from your use of any third-party sites. Accordingly, we encourage you to be aware when you leave the Websites and to read the terms, conditions, and privacy policies of each other sites that you visit.

The Websites are for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by the Websites.

The Websites are for adult-oriented content. Other categories of content may be rejected or deleted in our sole discretion. We may, in our sole discretion and at any time, remove any content on the Websites.

You understand and acknowledge that when using any of the Websites, you will be exposed to content from a variety of sources, and that the Websites are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against any of the Websites with respect thereto, and agree to indemnify and hold the Websites, their site operator, their parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of any of the Websites.

### Communication Preferences

By using any of the Websites, you expressly and specifically consent to receiving electronic communications from us relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the Websites (for example, through the members' area on the Websites upon login to ensure receipt in the event you have unsubscribed from email communications), or in the "My Account" or "My Profile" page and may include notices about your account (such as upcoming payment notifications, change in password or payment method, confirmation emails and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also expressly and specifically consent to receiving certain other communications from us, such as newsletters about new features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, you will need to avail yourself of the unsubscribe mechanism set out in the applicable communication.

### Purchasing Content, Subscriptions, Free Trials, Promotion Subscriptions, Billing and Cancellation

#### Use of Third-Party Internet Payment Service Providers

Purchases of Content made available by Models and payment for subscriptions to Pornhub Premium can be made by credit cards, and when available, by debit cards, and are processed through our third-party Internet payment service providers or other payment processors. By purchasing Content made available by Models or subscribing to Pornhub Premium, you hereby consent to and agree to abide by such third-party Internet payment service providers' or payment processors' customer terms and conditions, and policies, and understand that we have no control whatsoever on such customer terms and conditions, and policies. If you cannot agree to such third-party Internet payment service providers' or payment processors' customer terms and conditions or policies, do not purchase Content made available by Models or subscribe to Pornhub Premium.

#### Purchasing Content from Models

You may purchase Content made available to you by Models. Purchases are payable in advance. Different packages you can choose from may be offered. Models making content available to you reserve the right to change Content prices at any time, at their sole discretion and without liability to you. Any purchased Content will not be available in your account in the event that your account is deleted by you or otherwise terminated in accordance with these Terms of Services.

#### Subscriptions to Pornhub Premium

Your subscription to Pornhub Premium, which may start with a free trial or promotional subscription, will continue unless and until you cancel, or we terminate it. You must

provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "**Payment Method**") to use our services. We will bill the applicable subscription fee to your Payment Method. You must cancel your subscription before it renews in order to avoid billing of the next period's subscription fees to your Payment Method.

We may offer a number of subscription plans, including special promotional plans or subscriptions with differing conditions and limitations. Any materially different terms from those described in these Terms of Service will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your subscription with us by verifying the email receipt issued upon your sign-up or by contacting us in one of the manners described at <https://support.pornhubpremium.com>. Some promotional subscriptions may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend, in our sole discretion, our offered subscription plans.

#### Free Trials and Promotional Subscriptions to Pornhub Premium

Your subscription to Pornhub Premium may start with a free trial or promotional subscription. The free trial period of your subscription lasts for seven days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials or promotional subscriptions are for new and certain former subscribers only. We reserve the right, in our sole discretion, to determine your eligibility for free trial or promotional subscription.

We will begin billing your Payment Method for monthly subscription fees at the end of the free trial period of your subscription or at the end of your promotional subscription unless you cancel prior to the end of the applicable period. To view the specific details of your subscription, including monthly subscription price and end date of your free trial period or promotional subscription, please verify the email receipt issued upon your sign-up or contact us in one of the manners described at <https://support.pornhubpremium.com>. We may authorize your Payment Method through various methods, including authorizing it up to an amount equal to or similar to the amount of the monthly subscription fee as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period. However, you will not be charged during your free trial period for the subscription fee.

#### Billing for Subscriptions to Pornhub Premium

By starting your subscription to Pornhub Premium and providing or designating a Payment Method, you authorize us to charge you a recurring subscription fee at the then current rate, and any other charges you may incur in connection with your use of our services to your Payment Method. You acknowledge that the amount billed each period may vary (but not materially) from term to term and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole discretion. Except as otherwise expressly provided for in these Terms of Service, any material price increases to your service will take effect following notice to you.

The subscription fee for our services will be billed at the beginning of the paying portion of your subscription and each period thereafter unless and until you cancel your subscription. We automatically bill your Payment Method each period on or near the calendar day corresponding to the commencement of your paying subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully been processed. In the event that your paying subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. Your renewal date may change due to changes in your subscription. We may authorize your Payment Method in anticipation of subscription or service-related charges. In the event that your Payment Method does not successfully process a charge for a subscription fee, you authorize us to charge you an administration fee up to \$1.99 in order to keep your subscription temporarily active until the full subscription fee can be processed successfully and your full term renewed.

As used in these Terms of Service, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

MG Billing, Probiller.com, MGBill, Vendo, Segpay, WTS, EPOCH, or others (depending on your geographical location) may appear on your credit card, bank statement, or phone bill for all applicable charges. If multiple websites are joined utilizing any Payment Method, your statement will list each individual purchase comprising the transaction. MG Billing may include other information on your statement based on requirements of credit card association, telephone regulation, National Automated Clearinghouse Association or any other mandated rules and regulations. If you elect to use a checking account to purchase a subscription to Pornhub Premium, a debit will be executed on your checking account.

#### Taxes

Value-Added Tax or VAT, sales tax or other excise tax may be included in, or added to, the price for Content made available to you by Models or subscription fee for Pornhub Premium depending on your country, state, territory, city, or on other applicable local regulations. Tax rates may vary accordingly.

#### No Refunds

#### PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

In the event we terminate your rights to use any of the Websites because of a breach of these Terms of Service, you shall not be entitled to the refund of any unused portion of subscription fees. We reserve the right (but not the obligation) to refund the purchased amount if there is a technical error with respect to the purchased Content; this is to be determined by us in our sole discretion.

At anytime, and for any reason, we may provide a refund, discount, or other consideration to some or all of our subscribers or to purchasers of Content. The amount and form of such credits, and the decision to provide them, are in our sole discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

#### Payment Methods

You may edit your Payment Method information by clicking on the "Manage Premium Account" link found at <https://www.pornhubpremium.com/user/manage> or by contacting our Customer Care in one of the manners described at <https://support.pornhubpremium.com>. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it maybe updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a transaction fee or other charges.

#### Cancellation of Pornhub Premium Subscription

You may cancel your subscription to Pornhub Premium at any time while logged into your account under the "Manage Premium Account" link found at <https://www.pornhubpremium.com/user/manage> or by notifying us either by electronic or conventional mail, by chat, or by telephone. You are liable for charges incurred until the date of the termination and you will continue to have access to our service through the end of your monthly billing period. **WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS.** You may also cancel your subscription to Pornhub Premium, by contacting our Customer Care in one of the manners described, or using the online cancellation form, or using the online cancellation form, in your user settings at <https://www.pornhubpremium.com/user/manage/start>. If you cancel your subscription to Pornhub Premium, your account will automatically be downgraded to a regular account at the end of your current billing period.

#### Cardholder Disputes/Chargebacks

All chargebacks are thoroughly investigated and disputed and may prevent future purchases with our third-party Internet payment service providers given the circumstances. Fraud claims may result in our third-party Internet payment service providers contacting your card issuer to protect you and prevent future fraudulent charges to your payment method.

#### Electronic Receipt

You will receive an email receipt to the email provided upon initial registration, as the same may be changed by you over time. You may request a copy of the account of charges to your account but we cannot guarantee the availability of such records more than 365 days after a subscription or purchase date. Requests must be made directly to MG Billing. To contact MG Billing, refer to our Customer Care in one of the manners described at <https://support.pornhubpremium.com>.

#### Accessing the Websites and Account Security

We reserve the right to withdraw or amend any of the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of a Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of a Website, or the entire Website, to users, including registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Websites, and
- ensuring that all persons who access any of the Websites through your internet connection are aware of these Terms of Service and comply with them.

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current and complete. You agree that all information you provide to register with the Websites or otherwise, including but not limited to through the use of any interactive features on the Websites, is governed by our Privacy Policy found at <https://www.pornhubpremium.com/information/privacy>, <https://www.modelhub.com/information/privacy>, <https://www.pornhub.com/information/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person. You are fully responsible for all activities that occur under your user name or password. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Websites or portions of the Websites using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security by contacting us at [support@pornhub.com](mailto:support@pornhub.com). You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Although the Websites will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Websites or others due to such unauthorized use.

If you interact with us or with third-party service providers, and you provide information, including account or credit card or other payment information, you agree that all information that you provide will be accurate, complete, and current. You will review all policies and agreements applicable to use of third party services. In the event you use our Websites over mobile devices, you hereby acknowledge that your carrier's normal rates and fees, such as excess broadband fees, will still apply.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

You acknowledge that the Websites reserve the right to charge fees for their services and Websites access and to change their fees in their sole discretion.

#### Limited, Conditional License to Use Our Intellectual Property

Pornhub, Pornhub Premium, Modelhub, and our associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names, and logos used on or through the Websites, such as trademarks, service marks, names, or logos associated with third party content providers, are the trademarks, service marks, or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks, or logos.

The inclusion of images or text containing the trademarks or service marks or the name or likeness of any person, including any celebrity, does not constitute an endorsement, express or implied, by any such person, of the Websites or vice versa.

The Websites and certain materials available on or through the Websites are content we own, authored, created, purchased, or licensed (collectively, our "**Works**"). Our Works may be protected by copyright, trademark, patent, trade secret, and/or other laws, and we reserve and retain all rights in our Works and the Websites.

We hereby grant you a conditional, royalty-free, limited, revocable, non-sublicensable, non-transferable and non-exclusive license to access our Websites and Works solely for your personal use in connection with using the Websites.

We grant you a conditional and limited license to access, view, and display our Websites and Works, and to create and display transient copies of the Websites and Works as necessary to view them, conditioned upon your agreement to display the Websites whole and intact as presented by the Websites host, complete with any advertising, to not interfere with the display of any advertising, and to not use ad blocking software of any kind. This limited license is further conditioned upon your agreement not to use any information obtained from or through the Websites to block or interfere with the display of any advertising on the Websites, or for the purpose of implementing, modifying, or updating any software or filter lists that block or interfere with the display of any advertising on the Websites. Interference with the display of any advertising on the Websites, use of ad blocking software to block or disable any advertising while viewing the Websites, or use of information obtained from or through the Websites to update any ad blocking software or filter lists, is prohibited, violates the conditions of your limited license to view the Websites and Works and constitutes copyright infringement.

You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display the Websites and Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your license and constitute copyright infringement.

The Websites may provide an "Embeddable Player" feature, which you may incorporate into your own website for use in accessing the Content on the Websites. You may not modify, build upon or block any portion or functionality of the Embeddable Player in any way, including but not limited to links back to the Websites.

The above described license is conditioned on your compliance with these Terms of Service, including, specifically, your agreement to view the Websites whole and intact as presented by the Websites host, complete with any advertising, and shall terminate upon termination of these Terms of Service. If you breach any provision of these Terms of Service, any license you have obtained will be automatically rescinded and terminated. In order to protect our rights some Content made available on the Websites may be controlled by digital rights management technologies, which will restrict how you may use the Content. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any digital rights management technology. Such conduct is prohibited by law.

If the Websites allow you to download or otherwise copy our Works, you are not buying or being gifted copies thereof. Instead, you are licensing a limited, revocable, non-sublicensable, non-transferable and non-exclusive right to possess and use the copies for personal, non-commercial use, subject to specific terms and conditions (the "**Download License**"). Under this Download License you may not thereafter reproduce, distribute, communicate to the public, make available, adapt, publicly perform, or publicly display the Websites and/or Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your Download License and constitute copyright infringement. At the expiration of your Download License or the termination of these Terms of Service, you will delete or otherwise dispose of all copies of Works in your possession.

#### Content Posted by Users and Models

As the Websites' account holder, you may submit Content to the Websites and other websites linked to the Websites including videos and user comments. You understand that the Websites do not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of posting, uploading, publishing, transmitting, or otherwise making available your Content on the Websites. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not us, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness. We do not control Content you submit or contribute, and we do not make any guarantee whatsoever related to Content submitted or contributed by users. Although we sometimes review Content submitted or contributed by users, we are not obligated to do so. Under no circumstances will we be liable or responsible in any way for any claim related to Content submitted or contributed by users.

You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to the Websites all patent, trademark, trade secret, copyright, or other proprietary rights in and to such Content for publication on the Websites pursuant to these Terms of Service.

You further agree that Content you submit to the Websites will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant to the Websites all of the license rights granted herein.

You agree and understand that the Websites (and their successors' and affiliates') may make use of your Content for promotional or commercial purposes and to render the services pursuant to these Terms of Services. For clarity, you retain all of your ownership rights in your Content. By submitting Content to the Websites, you hereby grant the Websites' operators an unlimited, worldwide, perpetual, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, publish, distribute, broadcast, market, create derivative works of, adapt, translate, publicly display, communicate, or perform, make available or otherwise use all of the Content, including without limitation for promoting and redistributing part or all of the Websites (and derivative works thereof) in any media formats and through any media channels. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Content. In no circumstances will we be liable to you for any exploitation of any Content that you post. You also hereby grant each user of the Websites a non-exclusive, royalty free license to access your Content through the Websites, and to use, reproduce, display, communicate, and perform such Content as permitted through the functionality of the Websites and under these Terms of Service. The above licenses granted by you in video Content you submit to the Websites terminate within a commercially reasonable time after you remove or delete your Content from the Websites. You understand and agree, however, that the Websites may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

The Websites do not endorse any Content submitted by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and the Websites expressly disclaim any and all liability in connection with Content. The Websites do not permit copyright infringing activities and infringement of intellectual property rights on the Websites, and the Websites will remove all Content if properly notified that such Content infringes on another's intellectual property rights. The Websites reserve the right to remove Content without prior notice.

All Content you submit must comply with the Content standards set out in these Terms of Service.

If any of the Content that you post to or through the Websites contains ideas, suggestions, documents, and/or proposals to us, we will have no obligation of confidentiality, express or implied, with respect to such Content, and we shall be entitled to use, exploit, or disclose (or choose not to use or disclose) such Content in our sole discretion without any obligation to you whatsoever (i.e., you will not be entitled to any compensation or reimbursement of any kind from us under any circumstances).

In the process of posting Content to the Websites, you may be asked to provide some personally identifying information, such as your name, address, email address, a password, and other documentation. You may also be asked to provide such information in order to use certain features of the Websites.

We will keep a record of the information you provide, including your personally identifiable information. That information may be linked in our records to other information you provide, including Content. We will not provide your name or other personally identifying information to our advertisers or business partners without your permission. Please note that some of the information you provide in registering for and using the Websites, including the name used in registering for and using the Websites or other personally identifying information, may be displayed to other members of the Websites, and may become public. In addition, we may disclose the personally identifying information and documentation you provide in some limited circumstances, including but not limited to responses to subpoenas or requests by law enforcement, or as required by taxing authorities.

#### Content Posted by Models

If you want to become a Model and post Content through the Websites, you must first join our Model Program and agree to its terms and conditions and provide true and correct personal information. If the information you provide is not true and correct, you face the immediate termination of your account and you may be subject to legal sanctions.

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

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

You will choose your own screen name, which must be unique to you, not offensive to others, and not in violation of another's copyright or trademark. You will also choose your password, which you can change later. It is imperative that you do not let anyone else use your account (you must keep your password secret and secure). Certain changes to your personal information such as your name and screen name can only be made by our staff. Therefore, if your information appears incorrect or needs to be changed you may need to contact our staff to have this done.

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

Before you are able to make and receive earnings from Content you may offer for sale, you need to verify your identity. In order to do so, you need to submit to us high-res images or scans of a minimum of one to two information documents, containing your date of birth, expiration date of the ID, your photo, your full legal name and your address. This could be, for example, your driver's license (in countries where a national ID is not mandatory), international passport, citizenship card, state ID, national passport or your national ID card. The other form of identification may be a utility bill. If all the required information is set out on your government-issued photo ID, you do not need a second document. We may, in our sole discretion, require you to provide us multiple forms of identification to establish proof of adulthood and identity.

You acknowledge that you are solely responsible for the activity that occurs on your account. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a screen name or password.

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

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

#### Model Content

You have decided to join the community of content contributors as a "Model" and submit Content. You understand that we do not guarantee any confidentiality with respect to any Content you contribute.

Subject to what is permitted under applicable law, you are free to choose the type of Content you produce and post or publish. You shall be solely responsible for your own Content and the consequences of posting or publishing such Content. In connection with Content you post or publish, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and to any and all your Content to enable inclusion and use of Content in the manner contemplated by the Websites and these Terms of Service, (ii) all persons depicted in the Content freely and voluntarily consented to the production of the Content, (iii) you are in compliance with any applicable records keeping (including those imposed by 18 U.S.C. Section 2257 and 28 C.F.R. 75) or age verification laws and regulations, and (iv) you have the written consent, release, and/or permission of each and every identifiable persons in your Content to use the name or likeness of each individual for use in your Content in the manner contemplated by the Websites and these Terms of Service. We may, in our sole discretion, require you to provide us with written evidence of the foregoing. If we require such written evidence, you agree to provide it to us within five (5) working days of the date of our request. If you fail to provide us with such required written evidence within that timeframe, we may, amongst others and in our sole discretion, withhold indefinitely payments to you.

We are not responsible for any Content that violates community standards in your community. If you are seeking information regarding any illegal or inappropriate activities, you agree to leave the Websites immediately. We expect and demand that you comply with all federal, state, provincial and local laws when using the Websites and when submitting or posting Content to the Websites. If you are unsure whether or not Content will violate a law, you are urged to contact an attorney prior to posting the Content. We cannot enforce every jurisdiction's laws for all Content that is posted to the Websites. As such, we are not responsible for the Content of the Websites.

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

If we have a reason to suspect that your Content violates any third party right, including without limitation any copyright, trademark, or property right, we can require you to provide us with written evidence of your ownership of, or right to use, the material in question. If we require such written evidence, you agree to provide it to us within five (5) working days of the date of our request. Your failure to provide us with such required written evidence within that timeframe may lead to the immediate termination of your account, us demanding compensation from you for any accrued costs and damages related to such Content, and the immediate suspension of any and all pending payments from us to you.

#### Models' Commission

Models will be entitled to receive the following:

- Modelhub videos on demand: up to sixty five percent (65%) of the revenues generated from the sale of your Content on Modelhub net of any applicable sales taxes (such as, but not limited to, Value Added Tax and state sales tax). Within certain limits, you are allowed to set the price at which your Content will be sold.
- Model Program – Ad Share Revenue: on free to watch videos on the Websites, a percentage of the ad revenue that the video earns.
- Fan Clubs: if enabled, eighty percent (80%) of all the subscription revenues from your fan-only content net of any applicable sales taxes (such as, but not limited to, Value Added Tax and state sales tax).
- For each video in the Pornhub Premium Viewshare Program on the Websites, an amount equal to the (i) the view share fraction of such video during the month and (ii) fifteen percent (15%) of the net revenues for such month.

We are a marketplace facilitator with respect to certain sales of Content by Models on the Websites. Where required by U.S. state law, we are assuming the rights and duties of a seller with respect to taxable sales of Content by Models through the Websites. Where required by U.S. law, we have registered with the applicable state departments of revenue and will collect and remit sales tax on taxable sales of Content by Models. We began complying with marketplace facilitator laws on or about October 1, 2019. We will deduct and withhold from any amount payable to the Model such as amounts as we are required to deduct and withhold with respect to such payment under the provision of any applicable laws, and remit such deduction and withheld amount to the concerned tax authorities.

Notwithstanding the foregoing, it is the Model's responsibility to remit all applicable Value-Added Tax or VAT, sales tax or other excise taxes to the applicable tax authorities to the extent any such tax payment is paid to the Model. Notwithstanding anything to the contrary hereunder, Model hereby undertakes to hold us harmless and to indemnify us, our affiliates and our agents, from any claims made against us and them by third parties, including tax authorities, in regard of any VAT, sales tax or other excise taxes, or any withholding thereof, with respect to Model's Content purchased by, or licensed to users. Notwithstanding anything to the contrary in these Terms of Service, you agree and

understand that you are solely responsible for the payment of all government, state, and local taxes, levies or any other similar fees.

You will not receive monthly a statement showing any amounts you earned. However, you will be able to view amounts earned in your account. Payments are generally made within ten (10) business days after the end of each month (although, depending on the payment method used, it may take longer for you to actually receive your payment); provided, however, that payment will be made only when the minimum payout, based on net income, of one hundred dollars (US\$100.00) has been reached. Any amount below one hundred dollars (US\$100.00) will be carried over until the minimum payout has been reached and will be paid on the next following payment date. If you provide us with incorrect payment details, any fees for chargebacks resulting from such incorrect payment details will be offset against any amounts otherwise payable to you.

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

We remind you that it is your sole duty and obligation to fulfill all tax obligations with regard to your activities for us, including but not limited to registration, declaration, and payment obligations related to income taxes and VAT. If we assist you with these obligations, it does not release you from your obligations. It is your duty to inform us in a timely manner of changes to your personal data such as an address change or a new email.

#### Use of Websites

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

You agree that you will view the Websites and their content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying the Websites or eliminating any of the content of the Websites, including ads. By using the Websites, you expressly agree to accept advertising served on and through the Websites and to refrain from using ad blocking software or to disable ad blocking software before visiting the Websites.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Websites and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by the Websites for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of the Websites' operator or the respective licensors of the Content. The Websites and their licensors reserve all rights not expressly granted in and to the Websites and the Content.

#### Prohibited Uses

You agree that you will not use or attempt to use any method, device, software, or routine to harm others or interfere with the functioning of any of the Websites, or use and/or monitor any information in or related to the Websites for any unauthorized purpose.

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content. Any determination regarding breach of any of the following is final. Please review the following list of prohibited uses carefully before using the Websites. Specifically, you agree not to use any of the Websites to:

- violate any law or encourage or provide instructions to another to do so;
- act in a manner that negatively affects other users' ability to use the Websites, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- post any Content that depicts any person under 18 years of age (or older in any other location in which 18 is not the minimum age of majority) whether real or simulated;
- post any Content for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over 18 years of age (or older in any other location in which 18 is not the minimum age of majority);
- post any Content depicting underage sexual activity, non-consensual sexual activity, revenge porn, blackmail, intimidation, snuff, torture, death, violence, incest, racial slurs, or hate speech, (either orally or via the written word);
- post any Content that contains falsehoods or misrepresentations that could damage the Websites or any third party;
- post any Content that is obscene, illegal, unlawful, fraudulent, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes, or any other form of unauthorized solicitation;
- post any Content containing sweepstakes, contests, or lotteries, or otherwise related to gambling;
- post any Content containing copyrighted materials, or materials protected by other intellectual property laws, that you do not own or for which you have not obtained all necessary written permissions and releases;
- post any Content which impersonates another person or falsely states or otherwise misrepresents your affiliation with a person;
- use the Websites (or post any Content that) in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- use the Websites to arrange any in-person meetings for purposes of sexual activity for hire;
- deploy programs, software, or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
- deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- exceed your authorized access to any portion of the Websites;
- remove, delete, alter, circumvent, avoid, or bypass any digital rights management technology, encryption or security tools used anywhere on the Websites or in connection with our services;
- collect or store personal data about anyone;
- alter or modify without permission any part of the Websites or their content, including ads;
- obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Websites;
- exploit errors in design, features which are not documented, and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

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



database connected to the Websites;

- remove any copyright or other proprietary notices from our Websites or any of the materials contained therein;
- attack the Websites via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of the Websites.

#### Monitoring and Enforcement; Termination

We have the right but not the obligation to:

- remove or refuse to post any Content you submit or contribute to the Websites for any or no reason in our sole discretion;
- monitor any communication occurring on or through the Websites to confirm compliance with these Terms of Service, the security of the Websites, or any legal obligation;
- take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or the public, or could create liability for us;
- disclose your personally identifying information or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights, or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites;
- terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through the Websites. YOU WAIVE AND HOLD US HARMLESS AND OUR SITE OPERATORS, THEIR PARENT CORPORATION, THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

The Websites take a powerful stand against any form of child exploitation or human trafficking. If we discover that any Content involves underage individuals, or any form of force, fraud, or coercion, we will remove the Content and submit a report to the proper law enforcement authorities. If you become aware of any such Content, you agree to report it to the Websites by contacting [legal@pornhub.com](mailto:legal@pornhub.com).

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the Websites may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept, or remove any Content posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages, or private instant messages) by you, and we may, in our sole discretion, delete, move, re-format, remove, or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of the Websites in an appropriate manner. Without limitation, we may do so to address Content that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms of Service or any applicable additional terms, including, without limitation, the Content restrictions set forth herein.

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

#### Account Termination Policy

While pornographic and adult-oriented Content is accepted, the Websites reserve the right to decide whether Content is appropriate or violates these Terms of Service for reasons other than copyright infringement and violations of intellectual property rights, such as, but not limited to, obscene or defamatory material. The Websites may at any time, without prior notice and in their sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

If you violate the letter or spirit of these Terms of Service, or otherwise create risk or possible legal exposure for us, we can terminate access to the Websites or stop providing all or part of the Websites to you.

#### Copyrights and Other Intellectual Property

The Websites operates a clear copyright policy in relation to any Content alleged to infringe the copyright of a third party. Details of that policy can be found at <https://www.pornhubpremium.com/information/dmca>, <https://www.modelhub.com/information/dmca>, <https://www.pornhub.com/information/dmca>. If you believe that any Content violates your copyright, please see our Copyright Policy <https://www.pornhubpremium.com/information/dmca>, <https://www.modelhub.com/information/dmca>, <https://www.pornhub.com/information/dmca> for instructions on sending us a notice of copyright infringement. As part of our Copyright Policy, the Websites will terminate user access to the Websites if, under appropriate circumstances, a user has been determined to be a repeat infringer.

The Websites are not in a position to mediate trademark disputes between users and trademark owners. Accordingly, we encourage trademark owners to resolve any dispute directly with the user in question or seek any resolution in court or by other judicial means. If you're sure you want to report content on the Websites that you believe infringes your trademark, you can do so by contacting <https://www.pornhub.com/support>. The Websites are willing to perform a limited investigation of reasonable complaints and will remove content in clear cases of infringement. Only the trademark owner or their authorized representative may file a report of trademark infringement. Please note that we regularly provide the rights owner's name, your email address and the details of your report to the person who posted the content you are reporting. This person may contact you with the information you provide.

#### Abuse Reporting

The Websites do not permit any form of revenge porn, blackmail, or intimidation. Violations of this policy can be reported through the following link: <https://www.pornhubpremium.com/content-removal>, <https://www.modelhub.com/content-removal>, <https://www.pornhub.com/content-removal>.

#### Reliance on Information Posted

The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

The Websites include Content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### Changes to the Websites

We may update the content on the Websites from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

#### Information about You and Your Visits to the Websites

All information we collect on the Websites is subject to our Privacy Policy located at <https://www.pornhubpremium.com/information/privacy>, <https://www.modelhub.com/information/privacy>, <https://www.pornhub.com/information/privacy>. By using the Websites, you acknowledge that you have read and understand the terms of the Privacy Policy and that you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### Collection and Use of Your Usage Information by Advertisers and Others

The Websites allow others to display advertisements using the Websites. These third parties use technology to deliver advertisements you see using the Websites directly to your browser. In doing so, they may automatically receive your IP, or "Internet Protocol", address. Others that place advertising using the Websites may have the ability to use cookies and/or web beacons to collect information, including information about your usage of the Websites. We do not control the processes that advertisers use to collect information. However, IP addresses, cookies and web beacons alone generally cannot be used to identify individuals, only machines. Therefore, advertisers and others whose

advertisements or content may be provided through the service generally will not know who you are unless you provide additional information to them, by responding to an advertisement, by entering into an agreement with them, or by some other means.

#### Linking to the Websites and Social Media Features

You may link to the Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Websites may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on the Websites;
- send emails or other communications with certain content, or links to certain content, on the Websites;
- cause limited portions of content on the Websites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- cause the Websites or portions of the Websites to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
- otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms of Service.

The sites from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

#### Links from the Websites

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over, and assume no responsibility for, the contents, privacy policies, or practices of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content, or advertising does not imply approval or endorsement thereof by us. If you decide to access any of the third party sites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. Further, you agree to release us from any and all liability arising from your use of any third-party website, content, service, or software accessed through the Websites.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Websites, are solely between you and such third parties. You agree that the Websites shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence on the Websites.

#### Permitted Disclosures of Personal Information

The Websites generally do not collect personally identifiable information (data such as your name, email address, password, and the content of your communications) unless you submit or communicate Content through the Websites or register with us in order to use certain features of the Websites. The Websites will not disclose any personally identifiable information they collect or obtains except: (i) as described in these Terms of Service or our Privacy Policy; (ii) after obtaining your permission to a specific use or disclosure; (iii) if the Websites are required to do so in order to comply with any valid legal process or governmental request (such as a court order, search warrant, subpoena, civil discovery request, or statutory requirement) and may in our sole discretion advise you of such process or request; (iv) as required to protect the Websites' property, safety, or operations, or the property or safety of others; or (v) to a person that acquires the Websites, or the assets of the Websites' operator in connection with which such information has been collected or used; or (vi) as otherwise required by law. If the Websites are required to respond to or comply with any of these information requests, we reserve the right to charge you with the cost of responding to or complying with such information request, including, but not limited to, costs of research, copies, media storage, mail, and document delivery, as well as any applicable legal fees.

The Websites will have access to all information that you have submitted or created for as long as reasonably required to comply with or investigate any information requests, or to protect the Websites. In order to enforce these Terms of Services, to protect intellectual property rights, to comply with legal processes and the law, and to protect the Websites, you agree to allow the Websites to access your information.

#### Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Websites, their site operator, their parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Websites; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Websites. You agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

#### Disclaimers

YOU USE THE WEBSITES AT YOUR SOLE RISK. WE PROVIDE THE WEBSITES "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITES, THEIR SITE OPERATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITES AND GOODS OR SERVICES PURCHASED AND OBTAINED THROUGH THE WEBSITES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITES. WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITES' CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITES OR THAT THE WEBSITES WILL MEET YOUR REQUIREMENTS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES OR OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES OR OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES OR OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITES OR OUR SERVICES. THE WEBSITES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITES OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND, THE WEBSITES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### Limitation of Liability

IN NO EVENT SHALL THE WEBSITES, THEIR SITE OPERATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITES OR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITES OR SERVICES BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITES OR SERVICES, AND/OR (VI) INTERACTIONS YOU HAVE WITH THIRD-PARTY ADVERTISEMENTS OR SERVICE PROVIDERS, OR THIRD-PARTY SITES, FOUND ON OR THROUGH THE WEBSITES, INCLUDING PAYMENT AND DELIVERY OF RELATED GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, POLICIES, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE WEBSITES OR THEIR SITE OPERATOR ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE WEBSITES SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU FURTHER ACKNOWLEDGE THAT ANY CONTENT UPLOADED TO THE SITE MAY BE VIEWED, DOWNLOADED, REPUBLISHED, AND DISTRIBUTED – POTENTIALLY IN VIOLATION OF YOUR RIGHTS OR THIS AGREEMENT – AND THAT YOU ASSUME SUCH RISKS AS A MATERIAL PART OF THESE TERMS OF SERVICE.

YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

Any claim by you that may arise in connection with these Terms of Service will be compensable by monetary damages, and you will in no event be entitled to injunctive or other equitable relief.

#### Limitation on Time to File Claims

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### Your Comments and Concerns

The Websites are operated by MG Freesites Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy at <https://www.pornhubpremium.com/information/dmca>, <https://www.modelhub.com/information/dmca>, <https://www.pornhub.com/information/dmca> in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: [support@pornhub.com](mailto:support@pornhub.com).

#### Assignment

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

#### Fees

You acknowledge that the Websites reserves the right to charge for their services and to change their fees from time to time in their sole discretion. Furthermore, in the event the Websites terminates your rights to use the Websites because of a breach of these Terms of Services, you shall not be entitled to the refund of any unused portion of subscription fees or content purchased. In the event the Websites are required to incur fees or expenses as a result of your activity, you agree to reimburse any such fees or expenses.

#### Miscellaneous

These Terms of Service, your use of the Websites, and the relationship between you and us shall be governed by the laws of Cyprus, without regard to conflict of law rules. Nothing contained in these Terms of Service shall constitute an agreement to the application of the laws of any other nation to the Websites. You agree that the Websites shall be deemed passive Websites that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Cyprus. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to these Terms of Service shall be in an appropriate court located in Limassol, Cyprus. You hereby submit to the jurisdiction and venue of said Courts.

No waiver by us of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

The Terms of Service, our Privacy Policy, our Copyright Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Websites.

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