

**Terms-of-Service Agreement**  
**Last Updated: October 16<sup>th</sup>, 2024**

**Cyber-web-media GmbH**, welcomes you to fetishmegastore.com, collectively, “**Website**”. It is important to us that you and other visitors have the best experience while using our Website, and that, when you use our Website, you understand your legal rights and obligations. This agreement governs your use of the Website, including any content, functionality, and services offered on or through it. You may access the Website only if you agree to this agreement. Please pay attention to the following sections of this agreement: (1) disclaimer of warranties (section 18); (2) limitation of liability and exclusion of damages (sections 19 and 20); (3) place for resolving disputes (section 24.2); (4) **mandatory arbitration** (section 25.1); (5) **class action waiver** (section 25.5); and (6) limitation on time to file disputes (section 25.6); and (7) complaint policy (section 26.17).

**Notice Regarding Dispute Resolution:** This document requires the use of arbitration on an individual basis to resolve disputes rather than jury trials or class actions. Please read the alternative dispute resolution provision (section 25) in this agreement as it affects your rights under this agreement.

**Minors Prohibited:** Our Website may have adult-oriented material, and the Website is thus not intended for children. Only individuals (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access our Website. We forbid all individuals who do not meet these age requirements from accessing our Website.

**Child Exploitative Material Prohibited:** We prohibit content involving minors on the Website. We only allow visual media of consenting adults for consenting adults on the Website. If you see any visual media, real or simulated, depicting minors engaged in sexual activity within the Website or otherwise exploitative of children, please promptly report this to us at office@fetishmegastore.com. Please include with your report all appropriate evidence, including the date and time of identification. We will promptly investigate all reports and take proper action. We fully cooperate with any law enforcement agency investigating alleged child exploitation or sexual abuse of minors.

## 1. Introduction

1.1 The Website provides access to adult-oriented audiovisual content and various other products and services offered by third-party artists. By accessing the Website, you will be exposed to graphic visual depictions, nudity, adult language, and descriptions of explicit sexual activity. Access and registration to the Website are free.

1.2 This agreement applies to all Website users, whether you are a “visitor” or a “registered user.” By clicking on the “I Agree” button on the warning page, checking the appropriate box during registration, or accessing any part of the Website, you agree to this agreement. If you do not want to agree to this agreement, you must leave the Website. If you breach any part of this agreement, we may revoke your license to access the Website, block your access, and suspend or cancel your account.

1.3 We may change this agreement on one or more occasions by updating this page. The top of this page will tell you when we last updated this agreement. Changes take effect on the “last updated” date stated at the top of this page. Changes will not operate retroactively. We will try to let you know when we change this agreement if we can do so reasonably. But you should frequently check this page to make sure that you are operating under the most current version of this agreement. We will consider your continued use of the Website after we post the changes as your acceptance of the changes even if you do not read them. If you do not agree to the changes, your sole remedy is to cancel your account and stop accessing the Website.

1.4 If you have any questions about this agreement or the Website, please contact us at office@fetishmegastore.com

**2. Warning: Adult-Oriented Content; Eligibility.** The Website contains sexually explicit material that is unsuitable for minors. Only individuals (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. If you do not meet these age requirements, you must not access the Website and must leave now. By accessing the Website, you state that the following facts are accurate:

- 2.1 You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;
- 2.2 You are aware of the adult nature of the material available on the Website, and you are not offended by visual images, verbal descriptions, and audio sounds of a sexual nature, including graphic visual depictions and descriptions of nudity and sexual activity;
- 2.3 You are familiar with your community's laws affecting your right to access adult-oriented materials;
- 2.4 You have the legal right to access adult-oriented materials, and we have the legal right to transmit them to you;
- 2.5 You are voluntarily requesting adult-oriented materials for your private enjoyment;
- 3.2.6 You are not accessing the Website from a place, country, or location in which doing so would, or could be considered a violation of applicable law; and
- 2.7 You will not share this Website with a minor or otherwise make it available to a minor.

**3. Accessing the Website.** We may withdraw or amend our Website and any service or material provided at our sole discretion without notice. We will not be liable if, for any reason, any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for making all arrangements necessary for you to access the Website and its content.

#### **4. Your Account**

**4.1 Account Creation.** To access many of the Website's features, you must create an account. Registration is free and for a single user only. You must complete the registration process by providing accurate information as prompted by the registration form. You also must choose a password and a username. Do not choose a username that is offensive or that infringes a person's service mark, trademark, or trade name. By creating an account, you state to us that (a) all account registration and profile information you provide is your own and is accurate; (b) if you previously had an account on the Website, we did not suspend or terminate that account for breach of this agreement; and (c) you are creating an account for your personal use, and you will not sell, rent, or transfer your account to any third party.

**4.2 Verified Users.** You may only post User Contributions or appear in content on or through the Website if you are verified. To become a verified user, you must first provide us with a government-issued identification so that we can verify your age and identity. By providing us with government-issued identification, you authorize us to provide your government-issued identification to a third-party vendor for validation purposes.

**4.3 Responsibility for Account.** You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must let us know promptly of any unauthorized use of your account or any other security breach. **You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account.** We may disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any reason or no reason, including if you have violated any part of this agreement.

**4.4 Liability for Account Misuse.** We will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by another person or us because someone else uses your password or account.

**4.5 Use of Other Accounts.** You must not use anyone else's account at any time.

**4.6 Account Security.** We care about the integrity and security of your personal information. But we cannot guarantee that unauthorized persons will never defeat the Website's security measures or use any personal information you provide to us for improper

purposes. Therefore, you acknowledge that you provide your personal information at your own risk.

**4.7 Communication Preferences.** By registering for an account, you consent to receive electronic communications from us relating to your account. These communications may involve sending emails to the email address you provided during registration or posting communications on the Website and will include notices about your account (e.g., change in password, confirmation emails, and other transactional information) and are part of your relationship with us. You acknowledge that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. We recommend keeping copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receive other communications from us, including newsletters about new features and content, exclusive offers, promotional announcements, and customer surveys via email or other methods. You acknowledge that communications you receive from us may have sexually explicit material unsuitable for minors. If you no longer want to receive certain non-transactional communications from us, please review the Privacy Policy on opting out of marketing communications.

## 5. Intellectual Property Rights

**5.1 Ownership.** The Company owns and operates the Website. All content, features, functionality, and other materials found on the Website, including all visual interfaces, graphics, information, software (including source code and object code), text, displays, images, photos, videos, and audio, and the design, selection, and arrangement of them (collectively, “**Materials**”) are owned by the Company, its licensors, or other providers of those Materials. US and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws protect all Materials found on the Website.

**5.2 License Grant.** The Company hereby grants you a limited, non-sublicensable license (i.e., a personal and limited right) to access and use the Website and the Materials for your personal, noncommercial use only. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Website, except as follows:

- (a) Your computer may temporarily store copies of the Materials in RAM incidental to access and view those materials.
- (b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
- (c) You may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication, or distribution.
- (d) You may download or stream any audiovisual content to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution.

(e) If we offer desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, subject to our end user license agreement for those applications.

(f) If we provide social media features with certain content, you may take those actions enabled by those features.

### **5.3 License Restrictions**

(a) You must not:

(i) Modify copies of any Materials from the Website.

(ii) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

(iii) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Materials from the Website.

(b) You must not access or use any part of the Website or the Materials available through it for any commercial purposes unless we agree otherwise in writing.

(c) If you print, copy, modify, download, record, or otherwise use or provide any other person with access to any part of the Materials in breach of this agreement, your right to use the Website will end immediately, and you must, at our option, return or destroy any copies of the Materials you have made. No interest in or to the Website or any Materials on the Website is transferred to you, and we reserve all rights not expressly granted. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws.

**5.4 Trademarks.** The Company's name and logo; the terms FETISHMEGASTORE the Website's logo; and all related names, domain names, logos, product and service names, designs, and slogans, as well as the Website's look and feel, including all page headers, custom graphics, button icons, and scripts are trademarks or trade dress of the Company, its affiliates, or licensors. You must not use those marks in connection with any product or service that is not ours, in any manner that is likely to confuse consumers, or in any way that disparages or discredits us, without first obtaining our prior written permission. Any use of these marks must be under any guidelines that we may provide you from time to time. All other service marks, trademarks, trade names, logos, product and service names, designs, and slogans on this Website are the marks of their respective owners. Reference on the Website to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise, does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

## **6. Prohibited Uses**

6.1 You may use the Website only for lawful purposes under this agreement. You must not use the Website:

- (a) In any way that violates applicable federal, state, local, or international law or regulation (including laws about exporting data or software to and from the U.S. or other countries).

- (b) To exploit, harm, or try to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise.

- (c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards stated in this agreement.

- (d) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

- (e) To impersonate or try to impersonate us, a Company employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the preceding).

- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as we decide, may harm our Website's users or us or expose them or us to liability.

6.2 Additionally, you must not:

- (a) Use the Website in any way that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real-time activities through the Website.

- (b) Use any robot, spider, or other automatic devices, processes, or means to access the Website for any purpose, including monitoring or copying any Materials.

- (c) Use any manual process to monitor or copy any of the Materials or any other unauthorized purpose without our prior written consent.

- (d) Use any device, software, or routine that interferes with the proper working of the Website.

- (e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

(g) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

(h) Otherwise, try to interfere with the Website's proper working.

## 7. User Contributions

**7.1 In General.** The Website contains artist stores, personal profiles, messaging, phone chat, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit (collectively, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website. All User Contributions must comply with the Content Standards set out in section 9. We will consider nonconfidential and nonproprietary any User Contribution you post to the Website.

**7.2 License Grant.** For each User Contribution you post, you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, an unrestricted, worldwide, fully sublicensable, non-exclusive, royalty-free license to:

(a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display that User Contribution (including for promoting and redistributing any part of the Website (and derivative works of it)) in any form, format, media, or media channels now known or later developed or discovered; and

(b) use the name, identity, likeness, and voice (or other biographical information) that you submit with that User Contribution.

In addition, you grant each other Website user a worldwide, nonexclusive, royalty-free license to access your User Contribution through the Website, and to use that User Contribution, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Website (such as video playback, embeds, or downloads). This license does not grant any rights or permissions for a user to use your User Contribution independent of the Website. The licenses you grant continues for a commercially reasonable period after removing or deleting your User Contributions from the Website. You understand, however, that we may keep but not display, distribute, or perform server copies of your User Contributions that have been removed or deleted.

**7.3 Third Parties Depicted in User Contributions.** You must obtain and keep on record written consent from all persons depicted in your User Contributions specific to the following areas: (a) consent to be depicted in the User Contribution; (b) consent to allow for the public distribution of the User Contribution and to upload the User Contribution to the Website; and (c) if the User Contribution will be made available for downloading by other users, consent to have the User Contribution downloaded. In addition, you must verify the identity and age of all persons depicted in the User Contribution to ensure that all persons depicted are adults, and you must be able to provide us with supporting documents on request.

**7.4 18 U.S.C. § 2257 Obligations.** Federal law requires you to keep records for any visual

depictions you post that portray “actual sexually explicit conduct,” “depictions of the genitals or pubic area,” or “simulated sexually explicit activity,” as those terms are defined in 18 U.S.C. §§ 2256(2)(A)(i)–(iv) and 2257A. Your failure to comply with 18 U.S.C. § 2257 may make you subject to criminal and civil prosecution for the violation of federal law.

**7.5 Representations and Warranties.** You state that the following facts are accurate about the User Contributions you post on or through the Website: (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; (b) if any User Contributions contains the name (real or fictitious), identity, likeness, and voice (or other biographical information) of another person, you have obtained the appropriate consents and licenses for your use of those features and the Company and its affiliates and service providers, and each of their and the Company’s respective licensees, successors, and assigns, are allowed to use them to the extent indicated in this agreement; (c) your User Contributions do not and will not infringe, violate, or misappropriate another person’s rights, including any copyright, service mark, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (d) your User Contributions do not and will not defame or disparage another person; (e) your User Contributions include no viruses, adware, spyware, worms, or other harmful or malicious code; and (f) your User Contributions otherwise comply with this agreement.

**7.6 Acknowledgment.** You acknowledge that you are responsible for any User Contribution you post, and you, not us, have full responsibility for that User Contribution, including its legality, reliability, accuracy, and appropriateness. We are not liable to any person for the content or accuracy of any User Contribution posted by you or any other user.

**7.7 You Upload User Contributions at Your Own Risk.** We use reasonable security measures to try to protect User Contributions against unauthorized copying and distribution. However, we do not guarantee that any unauthorized copying, use, or distribution of User Contributions will not occur. To the fullest extent allowed by applicable law, we will not be liable to you for any unauthorized copying, use, or distribution of your User Contributions by third parties, and you hereby release and forever waive any claims you may have against us for any such unauthorized copying or use of the User Contributions, under any theory. **We provide security measures to protect User Contributions “as is” and with no warranties, guarantees, conditions, or assurances that those security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements, or other circumvention of those security measures.**

## **8. Monitoring and Enforcement; Termination**

**8.1 We may:**

- (a) Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- (b) Take any action concerning any User Contribution that we consider necessary or appropriate in our sole discretion, including if we believe that the User Contribution violates this agreement, including the Content Standards stated in 9

section 9, infringes any intellectual property right or other rights of any person or entity, threatens the personal safety of the Website's users or the public, or could create liability for the Company.

(c) Disclose your identity or other information about you if required by law (including a subpoena) to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

(d) Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website, including posting illegal or unauthorized User Contributions.

(e) Terminate or suspend your access to all or part of the Website for any reason or no reason, including any violation of this agreement.

8.2 We will suspend access to any User Contribution that we become aware of that may not comply with this agreement (including the Content Standards set out in section 9) or applicable law while investigating the suspected non-compliance or unlawfulness of that User Contribution. If we suspend access to your User Contribution, you may request a review of our decision to suspend access to that User Contribution by contacting us at office@fetishmegastore.com. After investigating the suspected non-compliance or unlawfulness of that User Contribution, we may take any action we consider appropriate, including reinstating access, permanently removing, or disabling access to that User Contribution without giving you prior notice. You must promptly provide all reasonable assistance (including by providing us with copies of any information that we request) in our investigation. We will not be responsible for any loss suffered by you arising from suspending access to your User Contribution or any other steps that we take in good faith to investigate any suspected non-compliance or unlawfulness of your User Contribution under this section 8.2.

8.3 If we suspend access to or remove any of your User Contributions, we will notify you via email or electronic message to your user account, but we are not required to give you prior notice of that removal.

8.4 If we suspend access to your account or terminate your access to the Website, we will notify you via email. While access to your account is suspended, any payment that would otherwise have fallen due during the suspension will be suspended, and we may withhold earnings due to you but not yet paid if you are an artist under the terms of the Artist Agreement.

8.5 We will 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 materials on or through the Website. You hereby waive and hold harmless the Company and its affiliates, licensees, and service providers from any claims resulting from any action taken during, or taken because of, investigations by either the Company or law enforcement authorities.

8.6 We review all User Contributions before publication to the Website to ensure that the User Contribution is not illegal and does not otherwise violate this agreement, including 10

the Content Standards set out in section 9. However, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Further, we have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section 8.

**9. Content Standards.** These content standards apply to all User Contributions and use of the Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. User Contributions must not:

9.1 Depict or discuss any activity that is illegal or otherwise violates applicable law.

9.2 Contain any defamatory, obscene, indecent, abusive, offensive, harassing, threatening, violent, hateful, inflammatory, or otherwise objectionable material.

9.3 Promote, depict, or discuss pedophilia, child exploitation or abuse, ,necrophilia and bestiality,

9.4 Contain unsolicited sexual content or unsolicited language that sexually objectifies another person in a non-consensual way or contains fake or manipulated sexual content concerning another person (including “deepfakes”).

9.5 Promote, depict, or constitute “revenge porn” (being any sexually explicit material featuring any individual who has not given prior, express, and fully informed consent to that material (a) being taken, capture, or otherwise memorialized; or (b) being posted and shared on the Website).

9.6 Promote or depict firearms, weapons, or goods whose sale, possession, or use is subject to prohibitions or restrictions.

9.7 Promote or depict alcohol, drugs, or drug paraphernalia.

9.8 Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

9.9 Violate any person’s legal rights (including the rights of publicity and privacy) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this agreement or our Privacy Policy.

9.11 Be likely to deceive any person.

9.12 Promote or solicit any illegal activity; or advocate, promote, or assist any unlawful act, 11

including promoting or facilitating the prostitution of another person, sex trafficking, or human trafficking.

9.13 Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

9.14 Impersonate any person or misrepresent your identity or affiliation with any person or organization.

9.15 Involve commercial activities or sales, including unsanctioned contests, sweepstakes, other sales promotions, barter, or advertising.

9.16 Give the impression that they emanate from or are endorsed by us or any other person or entity if that is not the case.

9.17 Contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, mobile device, or telecommunications equipment.

9.18 Depict private or personal information of any person without their written consent.

9.19 Request personal information from or share personal information with any artist or other user, including financial information, email address, telephone number, or mailing address.

9.20 Request money from or otherwise defraud artists or other Website users.

**10. Copyright Infringement.** If you believe that any Materials (including any User Contribution) on the Website infringes your copyright, please see our DMCA Policy for instructions on sending us a notice of copyright infringement. In addition, it is our policy to terminate the user accounts of repeat infringers.

#### **11. Third-Party Content and Reference Sites**

11.1 In addition to the User Contributions, we may provide other third-party content on the Website (collectively, "**Third-Party Content**"). We do not control or endorse any Third-Party Content and make no representation or warranties about the Third-Party Content, including its accuracy or completeness. We do not create Third-Party Content, update it, or monitor it. Thus, we are not responsible for any Third-Party Content on the Website.

11.2 You are responsible for deciding if you want to access or use third-party websites or applications that link from the Website ("**Reference Sites**"). We do not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through them. Accordingly, we are not making any representations or warranties about the Reference Sites. Further, your correspondence or business dealings with or participation in promotions of advertisers found on or through the Website are solely between you and that advertiser. Thus, you access and use Reference Sites, including the information, materials, products, and services on or available through Reference Sites, solely at your own risk. 12

**12. Artist Competitions.** Artists may promote competitions, promotions, prize draws, and other similar opportunities on the Website (“**Artist Competitions**”). We are not the sponsor or promoter of those Artist Competitions and do not bear any responsibility or liability for the actions or inactions of any artist who organizes, administers, or is otherwise involved in any promotion of those Artist Competitions. If you wish to participate in any Artist Competition, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements and are lawfully able to participate in that Artist Competition in your place of residence.

**13. No Offsite Communications.** You must not use the Interactive Services to arrange face-to-face meetings outside the Website with any artist or other user, including exchanging money or other consideration for sex or companionship. We prohibit any form of interaction with an artist outside of the Website or the Interactive Services. If you do, you do so at your own risk, and we will not be liable to you for anything that happens outside of the Website with any artist or other user you meet on the Website.

**14. Changes to the Website.** We may update the Materials on this Website from time to time, but the Website’s Materials are not necessarily complete or up to date. The Website’s Materials may be out of date at any given time, and we are not required to update those Materials.

**15. Information About You and Your Visits to the Website.** For information about how we collect, use, and share your personal information, please review our Privacy Policy.

#### **16. Terms of Sale**

**16.1 In General.** The Website is a marketplace that allows you to buy access to certain features, content, or services from third-party artists who operate stores on the Website. All transactions and interactions facilitated by us are contracts between you and the artist governed by the Standard Agreement between Streamer or Studio or Artist and Customer. Although we facilitate transactions and interactions between fans and artists by providing the Website, storing content, and acting as a payment intermediary, we are not a party to the Standard Agreement between Fan and Artist or any other contract between a fan and an artist. We are not responsible for any transactions or interactions between fans and artists. Artists are solely responsible for determining (within the parameters for pricing on the Website) the pricing applicable to transactions and interactions and the content to which you may be given access. Pricing excludes any taxes or currency transmission charges, which are extra costs charged to you. For purposes of this section 16.1, “fan” means a user who buys content or services from an artist or gives the artist a tip.

#### **16.2 Wallet Credits**

(a) **Acquisition and Use.** You can prepay an amount to us (known as “**Wallet Credits**”) that you can later use to make Fan Payments. For purposes of this agreement, “**Fan Payment**” means any payment made by you to an artist, including payments to buy content, to use the phone chat service, to subscribe to the artist’s store (if offered), and any tips paid by you to the artist. You cannot split purchases on the Website between different payment methods. If you attempt a purchase that costs more than the total amount of your remaining Wallet Credits, your payment card will be charged the full amount for that purchase. Wallet Credits are subject to a maximum amount as determined by us 13

from time to time. Interest will not accrue on Wallet Credits. Wallet Credits are nonrefundable and nontransferable. Wallet Credits do not constitute a personal property right, have no value outside the Website, and can only be used to make Fan Payments via the Website. Wallet Credits have no cash value and are not exchangeable for cash.

(b) **Forfeiture.** We may expire part of your Wallet Credits if no Transaction Activity is detected on your account for 365-consecutive days. “**Transaction Activity**” means any action that uses Wallet Credits, such as buying content or tipping an artist. We will use reasonable efforts to notify you via email before expiring or deducting Wallet Credits from your account. On determining that there has been no Transaction Activity on your account for 365-consecutive days, every month afterward, we will deduct an account service fee of \$19.99 (subject to change) from the Wallet Credits in your account until the accounting liability is clear and your account has a \$0 balance. To avoid expiration or deduction of your Wallet Credits, all you have to do is log in to the Website and use any of your Wallet Credits. When you use your Wallet Credits, we will no longer charge a service fee of Wallet Credits from your account until another 365 days passes without Transaction Activity, at which point the service fee of \$19.99 will be charged every month. You will not be entitled to restoration of any Wallet Credits that we have previously deducted from your account. If we terminate your account for breach of this agreement or you close your account, you will lose any accumulated Wallet Credits. Wallet Credits deemed unclaimed property may be turned over to the applicable authority where required by law.

**16.3 Tipping/Tributes.** You may tip or give artists tributes through their artist store. You acknowledge the following about tipping:

- (a) You tip or give a tribute at your option and risk.
- (b) Tipping/tributes is not required to use the Website.
- (c) Artists must not solicit tips/tributes by any means of payment other than through the Website.
- (d) Tips/tributes are a voluntary gratuity and must not be given in exchange for specific services. Promising to tip or give a tribute in exchange for performing any specific act is prohibited. This conduct may result in an immediate and lifetime ban from the Website.
- (e) Tips/tributes are chargeable when made. We will not return a tip/tribute made from your account except in situations that we consider, in our sole discretion, to be extraordinary.

**16.4 Payment.** We accept payment through our payment processor via the payment methods identified on the Website at checkout. You must have a valid accepted form of payment to make a purchase. You must comply with any relevant terms or other legal agreement that governs your use of your chosen payment method. You authorize us to supply your payment card details to a third-party payment processor to process your payment.

Prices 14

may change at any time, and we do not offer price protection or refunds in case of a price reduction or promotional offering. Your payment card provider may charge you currency conversion fees. We do not control currency exchange rates or charges imposed by your payment card provider or bank. We are not responsible for paying any charges or fees imposed by your payment card provider or bank. It is your responsibility to check the price before making a purchase. We will charge your payment method for the price listed along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations.

**16.5 Taxes.** You are responsible for applicable federal, national, state, provincial, or local sales or use taxes, value-added taxes (VAT), or similar taxes or fees payable with your purchase. If we must collect or pay any taxes with your purchase, we will charge you those taxes at the time of each purchase transaction.

**16.6 Refunds.** All sales and transactions are final. Payments are nonrefundable and fully earned on receipt. There are no refunds or credits for unused Wallet Credits. If you are unhappy with a transaction with an artist, please inform that artist. If there is a technical error on the Website, we will work with you to resolve it. We may approve a refund in the form of a credit on request if exceptional circumstances exist. If you believe exceptional circumstances exist for a refund, please email us at [office@fetishmegastore.com](mailto:office@fetishmegastore.com) and explain the circumstances you believe merit a refund. We are not making any promise that we or any artist will offer you a refund. If we issue a refund at our sole discretion, we will issue that refund in the form of credit to your Wallet Credit balance. We will not make refunds in the form of cash, check, or free services. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances, nor does it require us to issue refunds in the future under any circumstance.

**16.7 Billing Errors.** If you believe that we have charged you in error, you must notify us in writing no later than 30 days after receiving the billing statement in which the error first appeared. If you do not let us know in writing within this period, you waive any disputed charges. You may submit any billing disputes by email to us at [office@fetishmegastore.com](mailto:office@fetishmegastore.com).. Please include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes in a bill and add or credit them against your future payments.

**17. Access Outside of the United States.** We make no claims that the Website or its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your initiative and are responsible for complying with local laws.

**18. Acknowledgments and Warranty Disclaimers**

**18.1** You acknowledge that we cannot and do not state that files available for downloading from the Internet or the Website will be free from loss, corruption, attack, viruses, other destructive code, interference, hacking, or other security intrusions. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output and keeping a means external to the Website for any reconstruction of any lost data. We will not be 15

liable for any loss or damage caused by (a) a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, mobile device, computer programs, data, or other proprietary material because of your use of the Website or any services or items obtained through the Website; or (b) by your downloading of any material posted on the Website or any website linked to it.

18.2 You acknowledge that all transactions and interactions regarding artist content and artist offerings on the Website are between you and the applicable artist. You further acknowledge that we are not a party to or responsible for any transaction or interaction between you and any artist. Nor are we responsible for any artist content found on the Website. We do not own any artist content on the Website, and the views expressed by artists in their artist content do not represent our views.

18.3 You use the Website, the Materials, and any services or items obtained through the Website at your own risk. We offer the Website, the Materials, and services or items obtained through the Website "as is" and "as available" without making any express or implied warranty. Neither we nor any person associated with us is making any warranty to the Website's completeness, security, reliability, quality, accuracy, or availability. Neither we nor anyone associated with us is making any warranty (1) that the Website, the Materials, or any services or items obtained through the Website will be accurate, reliable, error-free, or uninterrupted; (2) that defects will be corrected; (3) that the Website or the server that makes it available are free of viruses or other harmful components; or (4) that the Website or any services or items obtained through it will otherwise meet your needs or expectations.

18.4 We are not making any warranty about the Website, whether express, implied, statutory, or otherwise, including any warranties of merchantability, non-infringement, and fitness for a particular purpose. No advice or information, whether oral or written, obtained from the Company, the Website, or elsewhere will create any warranty not expressly stated in this agreement.

#### **19. Limitation of Liability; Release**

19.1 The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any of the following:

- (a) Errors, mistakes, or inaccuracies in the Materials (including User Contributions).
- (b) Personal injury or property damage resulting from your access to and using the Website or the Materials (including User Contributions).
- (c) Materials (including User Contributions) or conduct that are infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, libelous, abusive, invasive of privacy, or illegal.
- (d) Unauthorized access to or use of our servers and any personal or financial information stored in them, including unauthorized access or changes to your account, submissions, transmissions, or data.

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- (e) Interruption or cessation of transmission to or from the Website.
- (f) Bugs, viruses, Trojan horses, malware, ransomware, or other disabling code that may be transmitted to or through the Website by any person or that might infect your computer or affect your access to or use of the Website, your other services, hardware, or software.
- (g) Incompatibility between the Website and your other services, hardware, or software.
- (h) Delays or failures you might experience in starting, conducting, or completing any transmissions to or transactions with the Website.
- (i) Loss or damage incurred because of the use of any Materials (including User Contributions) posted, emailed, sent, or otherwise made available through the Website.

19.2 You hereby release the Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers from all liability arising out of your User Contributions or the conduct of other users or third parties, including disputes between you and one or more other users or third parties.

## **20. Exclusion of Damages; Exclusive Remedy**

20.1 The Company, its directors, officers, employees, independent contractors, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any direct, indirect, special (including so-called consequential damages), statutory, punitive, or exemplary damages arising out of or relating to your access or your inability to access the Website or the Materials. This exclusion applies regardless of the theory of liability, and even if you told us about the possibility of those damages, or we knew or should have known about the possibility of those damages.

20.2 The Company, its directors, officers, employees, independent contractors, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any damages for (1) personal injury, (2) pain and suffering, (3) emotional distress, (4) loss of revenue, (5) loss of profits, (6) loss of business or anticipated savings, (7) loss of use, (8) loss of goodwill, (9) loss of data, (10) loss of privacy, or (11) computer failure related to your access of or your inability to access the Website or the Materials. This exclusion applies regardless of the theory of liability, and even if you told us about the possibility of those damages, or we knew or should have known about the possibility of those damages.

20.3 If you are dissatisfied with the Website or have any other complaint, your exclusive remedy is to terminate your account (if you have one) and stop using the Website. The Company's and its directors, officers, employees, independent contractors, agents, subsidiaries, affiliates, licensors, content providers, and service providers' maximum liability to you for any claim will not exceed the greater of \$200 and the amount you have paid for the applicable purchase out of which liability arose, even if the remedy fails of its essential purpose. 17

**21. Waiver of California Civil Code Section 1542—California Residents Only.** For the releases of liability set out in this agreement, you acknowledge that you understand the consequences of entering into the general release and discharge of all known and unknown claims as stated in this agreement and that you are familiar with the provisions of section 1542 of the California Civil Code, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You waive all rights under section 1542 and any other federal or state statutes or laws of similar effect.

**22. Scope of Disclaimers, Exclusions, and Limitations.** The disclaimers, exclusions, and limitations stated in sections 18, 19, and 20 apply to the greatest extent allowed by law, but no more. We do not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, excluding some damages, or other matters, one or more of the disclaimers, exclusions, or limitations will not apply to you.

### **23. Indemnification**

**23.1 In General.** You will pay the Company, its directors, officers, employees, agents, contractors, subsidiaries, affiliates, licensors, content providers, and service providers (collectively, “**Indemnified Parties**”) for any loss of an Indemnified Party that is caused by any of the following: (a) your access of, or conduct on, the Website, including your User Contributions; (b) your conduct offline; (c) your breach of this agreement; (d) your dispute with any other user, including any artist; (e) your violation of rights of any person, including intellectual property, publicity, and privacy rights; (f) your violation of any applicable law; (g) your tortious acts or omissions; or (h) your criminal acts or omissions. But you are not required to pay if the Indemnified Party’s intentional misconduct caused the loss.

**23.2 Definitions.** “**Loss**” means an amount that the Indemnified Party is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages. A loss is “**caused by**” an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.

**23.3 Indemnified Party’s Duty to Notify You.** If the Indemnified Party has your contact information, the Indemnified Party will notify you before the 30th day after the Indemnified Party knows or should reasonably have known of a claim for a loss that you might be compelled to pay. But the Indemnified Party’s failure to give you timely notice does not end your obligation, except if that failure prejudices your ability to defend or 18

mitigate losses.

**23.4 Legal Defense of a Claim.** The Indemnified Party has control over defending a claim for a loss (including settling it) unless the Indemnified Party directs you to control the defense. If the Indemnified Party directs you to control the defense, you will not settle any litigation without the Indemnified Party's written consent if the settlement (1) imposes a penalty or limitation on the Indemnified Party, (2) admits the Indemnified Party's fault, or (3) does not fully release the Indemnified Party from liability. You and the Indemnified Party will cooperate in good faith on a claim.

**23.5 No Exclusivity.** The Indemnified Parties' rights under this section 23 do not affect other rights they might have.

#### **24. Governing Law and Jurisdiction**

**24.1 California law** (including its statutes of limitations) governs all matters arising out of or relating to the Website or this agreement without giving effect to any conflicts of law principles. This agreement's predominant purpose is providing services and licensing access to intellectual property and not a "sale of goods." The United Nations Convention on Contracts for the International Sale of Goods will not govern this agreement, the application of which is expressly excluded.

**24.2** Except for disputes subject to arbitration, all disputes arising out of or relating to the Website or this agreement will be subject to the exclusive jurisdiction and venue of the United States District Court for the Central District of California or any state court of competent jurisdiction in Los Angeles County, California. Each party submits to the personal jurisdiction of the United States District Court for the Central District of California and the state courts of competent jurisdiction in Los Angeles County, California, to resolve all disputes arising out of or relating to the Website or this agreement not subject to arbitration. Each party waives any right to seek another forum or venue because of an improper or inconvenient forum.

#### **25. Alternative Dispute Resolution**

**25.1 Arbitration.** All claims and disputes arising out of or relating to the Website or this agreement are to be settled by binding arbitration with Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is unavailable). The parties will abide by all rules of ARS, as found on its website at [www.arbresolutions.com](http://www.arbresolutions.com). The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of this agreement, including any claim that all or any part of this agreement is void or voidable. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration. The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator must not award punitive or exemplary damages or damages otherwise limited or excluded in this agreement. The arbitrator's award will include costs of arbitration, reasonable legal fees, and reasonable costs for experts and other witnesses. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose 19

the existence, content, or results of any arbitration under this agreement without the parties' prior written consent.

**25.2 Injunctive Relief.** The parties acknowledge that breach by either party of their obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy. Nothing in this section 25 prevents either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Website, in each case without posting a bond or other security and without proof of actual money damages in connection with the claim.

**25.3 Recovery of Expenses.** In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the Prevailing Party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the Prevailing Party incurs in those proceedings, including legal fees and expenses. For purposes of this section 25.3, "**Prevailing Party**" means, for any proceeding, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the Prevailing Party. If any proceedings are voluntarily dismissed or are dismissed as part of the settlement of that dispute, neither party will be the Prevailing Party in those proceedings.

**25.4 Jury Trial Waiver.** Each party waives its right to a jury trial in proceedings arising out of or relating to this agreement. Either party may enforce this waiver up to and including the first day of trial.

**25.5 Class Action Waiver.** All claims must be brought in the parties' individual capacity, not as a plaintiff or class member in any purported class or representative proceeding. Unless we agree otherwise, the arbitrator will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.

**25.6 Limitation on Time to Bring Claims.** A party will not file a claim arising out of or relating to the Website or this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.

## **26. General**

**26.1 Entire Agreement.** This agreement constitutes the entire agreement between you and us about your use of the Website and supersedes all earlier or contemporaneous agreements between you and us. Any additional terms on the Website will govern the items to which they pertain.

**26.2 Changes.** We may change this agreement on one or more occasions. We will endeavor to post changes on the Website at least 15 days before they become effective. Changes will become effective on the "last updated" date stated at the top of this page. Changes will not apply to ongoing disputes or disputes arising from or relating to events before the posted changes. While we will try to notify you when we change this agreement, we do not assume any obligation to do so, and it is your responsibility to check this page to 20

review the most current agreement frequently. You agree to the revised agreement by using the Website after we post changes to this agreement. If you do not agree to the revised agreement, your exclusive remedy is to stop accessing the Website. If you need more information about the changes or have any other questions or comments, please email us at [office@fetishmegastore.com](mailto:office@fetishmegastore.com).

**26.3 Assignment and Delegation.** We may assign our rights or delegate any performance under this agreement without your consent. You must not assign your rights or delegate your performance under this agreement without our prior written consent. Any attempted assignment of rights or delegation of performance in breach of this section 26.3 is void.

**26.4 Waiver.** If we fail to exercise or enforce any right or provision of this agreement, it will not constitute a waiver of that right or provision. Any waiver of any provision of this agreement will be effective only if in writing and signed by the relevant party.

**26.5 Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**26.6 Notices**

(a) **Notice to Us.** You may give notice to us by email at [office@fetishmegastore.com](mailto:office@fetishmegastore.com) unless the Website specifies a different email address for giving notice. We may change our contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for notifying us.

(b) **Notice to You—Electronic Notice.** You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Website chosen for this purpose. You state that any email address you gave us for contacting you is a current and valid email address for receiving notice.

**26.7 Force Majeure.** We are not responsible for any failure to perform if unforeseen circumstances or causes beyond our reasonable control delays or continues to delay our performance, including (a) acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; (b) war, riot, arson, embargoes, acts of civil or military authority, or terrorism; (c) fiber cuts; (d) strikes or shortages in transportation, facilities, fuel, energy, labor, or materials; (e) failure of the telecommunications or information services infrastructure; and (f) hacking, SPAM, or any failure of a computer, server, network, or software.

**26.8 No Third-Party Beneficiaries.** Except for the Indemnified Parties, who are third-party beneficiaries of section 23 of this agreement having the right to enforce section 23, this agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

**26.9 Relationship of the Parties.** This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship. The 21

parties expressly disclaim the existence of any of these relationships. Neither party is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

**26.10 Successors and Assigns.** This agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.

**26.11 Electronic Communications Not Private.** We do not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to or from us as open communications readily accessible to the public. You should not use the Website to send or receive messages you only intend the sender and named recipients to read. Users or operators of the Website may read all messages you send to or through the Website regardless of whether they are the intended recipients.

**26.12 Electronic Signatures.** Any affirmation, assent, or agreement you send through the Website will bind you. When you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other devices, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

**26.13 Consumer Rights Information—California Residents Only.** This section 26.13 applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following: Gatsby Enterprises, Inc. 7190 Sunset Blvd., Suite 1423 Hollywood, California 90046 (307) 222-0026 Users who wish to gain access to the password-restricted area of the Website must register. We do not charge consumers for registering, but artists charge for the content and services they offer through their respective artist stores. You may contact us at [office@fetishmegastore.com](mailto:office@fetishmegastore.com) to resolve any billing disputes or receive further information about the Website.

**26.14 Complaints—California Residents Only.** You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.

**26.15 Unsolicited Idea Submission Policy.** Our employees and we do not accept or consider unsolicited ideas, suggestions, proposals, comments, or materials, including new or improved products, services or technologies, product or service enhancements, processes, advertising campaigns, promotions, marketing plans, or new product or service names (collectively, "**Submissions**"). Please do not send any Submissions in any form to us or any of our employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when our products, services, marketing, or other projects might seem similar to any Submissions made to us. If you still submit your ideas to us despite our policy, the following terms will apply to your Submissions, regardless of what 22

your communication states. You acknowledge that: (1) we will consider the Submissions to be nonconfidential and nonproprietary; (2) we may use, copy, redistribute, and disclose the Submissions for any purpose in any way, without compensation to you or any other person or party; and (3) we will have no obligations for the Submissions, including no obligation to review the Submissions, return any materials, or acknowledge receipt of the Submissions. If you do not agree to these terms, please do not send us any Submissions.

**26.16 Feedback.** While we cannot accept unsolicited ideas, we always welcome feedback on our existing business. If you want to send us your feedback, please only provide specific feedback on our current business and do not include ideas that the policy stated in section 26.15 prohibits. Any feedback you provide is considered nonconfidential and nonproprietary. We will be free to use that information on an unrestricted basis with no compensation to you or any other person or party.

**26.17 Complaint Policy.** If you have a complaint about the Website (including any complaint about content appearing on the Website or the conduct of a user), please send your complaint to [office@fetishmegastore.com](mailto:office@fetishmegastore.com) including your name, address, contact details, a description of your complaint, and, if your complaint relates to content, the URL for the content to which your complaint relates. If you cannot contact us by email, please write to us at the most appropriate address identified in section 26.19. After receiving your complaint, (a) we will take those steps as we consider to be appropriate to investigate your complaint within a timeframe that is appropriate to the nature of your complaint; (b) if we require further information or documents from you, we will let you know; and (c) we will in good faith take those actions as we consider appropriate to deal with the issue that your complaint has raised. If you have complained about content that appears on the Website and we are satisfied that the content is unlawful or otherwise breaches this agreement (including the Content Standards), we will act quickly to remove that content. We are not required to inform you of the outcome of your complaint. You state that you will not make any complaint under this section 26.17 that is wholly unjustified, abusive, or made in bad faith. If we determine that you have breached this warranty, we may suspend or terminate your account.

**26.18 Survival.** On termination of this agreement, any provision that, by its nature or express terms, should survive will survive the termination of this agreement.

**26.19 Your Comments and Concerns.** The Website is operated by .s, Inc., 7190 Sunset Blvd., Suite 1423, Hollywood, California 90046. All notices of copyright infringement claims should be sent to the copyright agent designated in our DMCA Policy in the manner and by the means stated in it. All abuse notices, including alleged child exploitative material and sex trafficking, should be directed to [office@fetishmegastore.com](mailto:office@fetishmegastore.com). You should direct all other feedback, comments, requests for technical support, and other communications relating to the Website to [office@fetishmegastore.com](mailto:office@fetishmegastore.com).

If you upload as an artist in your streamer(studio)account content on our website fetishmegastore.com you confirm, that this content will automatically also used for your account in our partner website adult-clips.eu. If you register an studio account on fetishmegastore.com you get automatically also an studio account on adult-clips.com and opposite. If you not agree with this please inform us per Email to [office@fetishmegastore.com](mailto:office@fetishmegastore.com) so we can either cancel your account there or here. The same principle is used for adult-clips.eu