



Please carefully read the following Terms and Conditions of Use, Privacy Policy , Code of Conduct and Cookies Policy:

1. Agreement

Agreement: this site is in co-ordinance of Walit PTY LTD, 5 Harold Place, Glenashley, Durban, 4051, KZN, South Africa, Once you use and or register to Ponda Cams (the "Website") service (the "Service") you agree to the following Terms of Use. These terms of use constitute a binding agreement between you and Ponda Cams with respect to your use of the Service. In order to use the Website, you ("Member", "User", "You", "Your") must agree and to these Terms of Use. If you do not agree to these Terms of Use you should leave the Website and discontinue the use of the Service immediately. By continuing to use the Website or Service you agree to be bound by these Terms of Use.

2. Usage of the Service

a) You agree that using the service is subject to these Terms of Use and any limitation, rules, conditions and restrictions as may be decided by the Website from time to time, in our sole discretion. Ponda Cams is a webcam service. It provides a platform for people on the internet to interact via their webcam.

b) Ponda Cams charges no fees for becoming a member on the site or using the free live webcam chat. Private chat and some other features of Ponda Cams may require an additional fee. In such a case, the amount of any such fee will be disclosed to you prior to using that service. Fees charges for private chat are at the sole discretion and control of the Model. Those fees are charged per minute in token form unless otherwise written.

c) Tipping the models is in your sole discretion. Any amount you decide to award as tip will be deducted from your balance.

d) No charges will be made to your credit card, debit card, without your authorization by purchasing a token package.

e) Ponda Cams may change, suspend, or discontinue any aspect of the Website or Service at any time with or without notice, including the availability of any part of the site or the Service. We may restrict your access to all or certain parts of the Website or impose limits on features and aspects of the Service without notice or liability.

3. Registration to the website

a) You may become a member of the Website by filling our online registration form. Upon registration you must certify that you are at least eighteen (18) years old.

b) Once we process and approve this form by email you become a member of the Website.

c) You must promptly inform the Website of all changes to the registration data, including, but not limited to, changes in your address and changes in the credit card information you used in connection with billing for the Service.

d) Providing inaccurate or false information may cause the Website to suspend or terminate your account and refuse your current or future use of the Website.

e) You certify that choosing a username you will not choose a name which falsely represents you as somebody else or a name which may otherwise be in violation of the rights of a third party.

4. Member Account and Conduct

a) You are solely responsible for any content, including, but not limited to, text, audio, live video stream or video recordings, photographs, graphic depictions, or any other type of material, data or information (collectively, the "Content") that you post on the Site or display to other members of the Service. You will keep all Content provided to you through the Service private and confidential and will not disclose such Content to anyone without the permission of the person who provided it to you.

b) You agree not to engage, promote or transmit any harassment, offensive behaviour, unlawful, harmful, threatening, libellous, abusive, defamatory, obscene, hateful, racially, ethnically or otherwise objectionable content; including, but not necessarily limited to any Content that contains sexual conduct (whether actual or simulated), bestiality, incest, violence, or any presentation of minors engaged in intimate physical contact or sexual situations.

c) You will not use the Website or the Service to disturb any other user or member.

d) You will not use the Website or the Service to impersonate any person or entity including but not limited to any minor or Website staff.

e) You will not post or upload to the Website or Service any type of content, graphic or text, that violates or infringes the rights of any third party, including but not limited to any copyright or trademark law, privacy or other personal or proprietary rights, or is fraudulent or otherwise unlawful conduct in connection with your use of the Service or violates any law.

f) You agree to provide the Website with a valid email address for verification and communication purposes. You agree that the Website will send you communication, information and offer emails from the Website to that email.

g) You will not use the Service to distribute, promote, or otherwise publish any material containing any type of solicitation for including but not limited to advertising third party services, raising funds, or solicitation in any way of any goods or services.

h) You should be aware that, pursuant to South African Law, any visual depictions that you post on the Website that portray actual sexually explicit conduct, depictions of the genitals or pubic area, or simulated sexually explicit activity, require that you maintain the records and must abide the consumer protection act. Your failure to comply with the provisions of the said act may make you subject to criminal and civil prosecution for the violation of the consumer protection act.

i) Your use of the Service is for your own personal use. You may not allow others to use the Service and you may not transfer accounts with other users.

j) You agree to immediately notify the Website of any unauthorized use of your user name and password or any other breach of security.

k) You are responsible for all usage or activity on the Website by users using your password, including but not limited to use of your password by any third party. Please note that you should choose your member name carefully and you may not choose or use a screen name of another person, a name that is violating a third party's intellectual property rights or a screen name that is offensive or inappropriate. The Website may refuse to register user name it finds inappropriate.

l) Please note that we do not guarantee that other members, users or models you communicate with will reply or contact you back. Communication with other members or users or models may be presented in means of pop ups to display as a system notification on your screen while you are browsing the Website. These system notifications may or may not indicate they have been initiated by the Website and may provide you with limited information about other members of the Website or their activity. You may need to upgrade your account to a paid account in order to communicate with those members.

5. Fees

a) No charges will be made to your credit card, debit card without your authorization, the website offers a free live video chat service. We also offer to purchase tokens for private live video chat or for tipping models. Tokens are purchased in advance before starting the private video chat. All types of different fees to the Website are prominently displayed prior to your purchase.

b) You agree to pay all fees when due according to the billing charges.

c) Upon using any paid services, you must select a payment method. The Website reserves the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. (*Paxum – if approved*) are authorized payment providers to Ponda Cams. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. You agree to pay all amounts due to us immediately upon cancellation or termination of your account.

d) The Website reserves the right to make changes to the fees and billing methods, including the addition of supplemental charges for any content or services provided, with or without prior notice to you, at any time.

e) If you believe that you have been wrongly billed, please notify us immediately of such error. If we do not hear from you within 30 days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within 30 days of its publication.

f) The Website may set a daily spending for members. This limit is a daily or 24-hour limit of charges. We set this limit at our sole discretion. Members can request to increase their daily limit by contacting the customer support team.

g) Bonuses, benefits and rewards are issued to members at the sole discretion of Website and they have no cash value and cannot be redeemed for cash or other benefits.

h) Tokens do not expire.

i) Tokens are not refundable. You cannot redeem them for cash or any other form of credit.

6. Cancelling or Deleting Your Account

a) You may request to cancel your membership at any time by contacting the customer service. Upon our processing of your request to cancel your membership, you will no longer have access to the non-public areas of the Website. Refunds: The website does not typically provide cash refunds unless special circumstances apply. We may credit your account with free tokens or provide discounts in the event you experience technical difficulties that you demonstrate to have made a sincere effort to resolve. Discount rates posted on the site can be changed without prior notice at the sole discretion of the Website. Rates posted on the Website at the time of purchase will be the prevailing discount applied to the purchase.

b) The Website reserves the right to, in our sole discretion, to terminate, delete your account or to suspend your access to all or part of the Website or its Service at any time, with or without notice, for any reason, including, without limitation, breach of the Terms of Use. In such event the account is immediately terminated or deleted or suspended without any prior notifications. You will remain liable for all payments due following your activities as well as any other liabilities arising under these Terms of Use. Any activity involving fraudulent, abusive, or otherwise illegal activity may be a reason for termination of your access to all or part of the Website at our sole discretion, and we reserve the right to report such activity to any and all appropriate law enforcement agencies.

c) You agree that neither the Website nor any third party acting on its behalf shall be liable to you for any termination of your membership or access to the Website. You agree that if your account is terminated by the Website, you will not attempt to re-register as a member without prior written consent from the Website.

d) Please note that the Terms of Use shall survive after termination or cancellation, unless stated otherwise.

7. User Generated Content

a) By agreeing to the Terms Of Use you represent and warrant that any content- text, graphics, images, videos, photos or sound you upload or post to the Website does not in any way infringe anyone intellectual property rights, or might be illegal or offensive, including, but not limited to, Content involving bestiality, urination, defamatory material or otherwise obscene material. You may not post any content including information relating to minors.

b) You may not post any Content for commercial purposes, including, but not limited to, email marketing, advertising of goods or services, fund raising, investment opportunities, contests or solicitation of any kind.

c) Any violation of the above, based on the Website's sole discretion may result immediate suspension or termination of your account and needed court procedures.

d) In the event any actions or proceedings are brought against the Website as a result of any content you have posted on the Website, or your engaging in any prohibited activities, as set forth in these Terms of Use, you agree to indemnify and hold the Website harmless with respect to all costs and expenses, including, but not limited to, attorneys' fees that the Website may incur as a consequence of your posting of such content or engaging in such prohibited activities.

e) You authorize the Website to post that content throughout the Website and other associated websites featuring other members of the Service. The Website hereby asserts immunity with respect to the content provided by members or other third parties, as provided by law, including, but not limited to, under the Communications and Publication Act. The Website may remove without notice any content you post or upload if it finds it inappropriate for any reason.

8. Refunds

At any time, and without cause, registrations to the Service may be terminated at by Ponda Cams, the site, or the member upon notification of the other by electronic or conventional mail, or by telephone or fax. When the member requests the termination, tokens available on the account balance are NOT refunded. Members are liable for charges incurred by them until termination of service. If you request cancellation or request a refund from your bank or card issuer due to unauthorized or fraudulent use, Ponda Cams can at its discretion, to prevent further unauthorized use, block your account or card from use at all Ponda Cams clients' websites. This will not however prevent unauthorized use at non Ponda Cams customers and is not a substitution for your contacting your financial institution to prevent further misuse. You are responsible for any charges imposed by your bank or credit card company for exceeding your account limits or overdrawing your account. Should a refund be issued by Ponda Cams, all refunds will be credited to the credit card, debit card, or

checking account used in the original transaction solely. Refunds will not be issued by cash, check, or to another credit card.

a) Ponda Cams - Customer Service team may, whenever deemed necessary, carefully investigate reports and other data at its disposal, resorting to any existing means for such effect.

b) Ponda Cams will only compensate/refund tokens in the amount proportionally determined in accordance to the price paid and problem effectively reported when any token is lost due to dysfunction of Ponda Cams in the "Nude Only" part of the site totally and explicitly refuses to provide erotic content. In case some erotic content is provided, Ponda Cams will assess the situation and discretionarily decide whether any compensation/refund of tokens is due.

c) In the event that a transaction is refunded, the correspondent amount will be credited in your account that was used to make the original purchase. The refunded tokens will be deducted from your Ponda Cams Token Balance. Certain payment methods do not allow the refund because of technical reasons.

d) Notwithstanding the referred in the previous numbers, Ponda Cams will not be liable for any defamatory, offensive or illegal conduct of any member, or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of or use of records, whether under contract or tort theory, or under any other cause of action, for any amount over and above the amount paid by the member to Ponda Cams.com.

e) Under no circumstances, including, but not limited to, negligence, shall Ponda Cams or any of its related, affiliated companies be liable for any direct, indirect, incidental, special, consequential or punitive damages that result from the use of, or the inability to use the service, without prejudice of the established in the present clause.

9. Content Monitoring

a) The Website may monitor any and all text, graphics, videos, advertisements, postings, messages, flirts, video chats and chats to ensure that they conform to the content guidelines and the Terms of Use. You understand we cannot monitor all content on the site. We are not responsible for any offensive or obscene content uploaded, transmitted or posted by any user or member. The Website is not responsible for any personal information that you post or upload or transmit through the Service.

b) While we do not and cannot review every message or other content posted or sent by users of the Website, and are not responsible for such content, we reserve the right, to delete, remove, change, or edit such content, including without limitation advertisements, postings and messages, that we consider to violate Terms of Use in our sole discretion.

10. Information Security and Use

By using the site, you acknowledge and agree that:

- a) We cannot ensure complete security or privacy of information you provide through the Internet, email, messaging or otherwise.
- b) You release the Website from any and all liability in connection with the breach of the security of such information and/or messages and with respect to the use of such information by other parties.
- c) We are not responsible for, and cannot control, the use of any information, by anyone, that you provide to any other parties and or members or users or models of the Service and you should use caution in selecting the personal information you provide to others through the Service.
- d) We cannot assume any responsibility for the content of any communication sent by any user or member or models on the Service, and you release us from any and all liability in connection with the contents of any such communication you may receive from other users.
- e) You cannot bring legal action against the Website or any of its employees, officers, or agents for any damages of any kind, under any theory or any reason, as a consequence of using the Service.
- f) Any and all videos or images uploaded to the Website become property of the Website and may be used by the Website, without restriction, as marketing and promotion materials. By accepting this Agreement and its terms and conditions you specifically authorize us to use any images you upload to the Website for marketing the Website in our sole discretion.
- g) The Website cannot guarantee, and assume no responsibility, for verifying the accuracy of the information provided by any other user or member of the Service, including but not limited to, information regarding a member's age, marital status and location.
- h) As users may discontinue or suspend their membership at any time for any reason without notice, we cannot guarantee that individuals seen in various advertisements are currently active members. You hereby acknowledge and agree that we have no responsibilities or liabilities for any inaccuracies, intentional or unintentional, made by users or as a result of out of date information. Note that certain photos or videos and other data may be presented only for illustration purposes.

11. Privacy and Use of Information

Your personal information will not be resold to any third party. Please note, however, all information you provide may be shared with other third parties as necessary to comply with applicable law and to generally cooperate with law enforcement and the court system.. Please note that when you create a profile with the Website, we may share your profile with

other similar websites which contain members of the Website. Additionally, when you upload any photos or videos as a part of your profile they will automatically be watermarked with the Website or its related entity's watermark and may also be uploaded to partner websites which contain other videos uploaded by other members of the Website.

This privacy policy describes how we collect, use, process and disclose your personal data in conjunction with your access to and use of the Website. We process personal data only in accordance with this privacy policy.

Please read this privacy policy carefully as your access to and use of the Website signifies that you have read, understand and agree to all terms within this privacy policy. If you do not agree with any part of this privacy policy or our terms and conditions then you should not access the Website or otherwise submit your personal data.

11.1. Personal Data That We Process

We collect, use, share, transfer and store your personal data as a result of your access to and use of the Website. Personal data means any information relating to an identified or identifiable natural person. It does not include information that has been anonymized or pseudonymized.

Information You Give to Us

When you create an account on our site you provide us with some or all of the following information:

- Name
- Gender
- Address
- Email address
- User name
- Password
- Date of birth
- Phone number
- Nationality

Information We Collect When You Use Our Services

When you log in to your account on the Website and use the services provided by the Website we will collect information resulting from your activity:

- Your IP address (and any proxy IP service you utilize)
- Your browser settings and monitor size
- Your device type, operating system, and details of other software running on your device, and the time zone your device is set to
- Identifiers associated with cookies or other technologies that may uniquely identify your device
- If applicable, the affiliate or referrer that introduced you to the Website

- The dates and times of your visits
- The pages of the Website you visit
- The list of your favorite chathosts (as specified by you)
- The chathosts you have video sessions with and all data relating to those video sessions, including the time, duration, billing rate and cost of those video sessions, and the rating you give the chathost
- Any Gifts (using the Gift functionality on the Website) that you send to chathosts
- All conversations you have using text chat
- Feedback you leave for chathosts
- Notes chathosts make about you within their own accounts on the Website
- Notes made on your account by us
- Emails you send using the Website's internal email system, including any documents or pictures you attach to those emails
- Posts you make to the Website's forum pages and community chat page
- Emails you send to our customer service team
- Your payment card information – this information is encrypted and sent to our payment processors and we retain only the last four digits of your payment card number and its expiry date
- Full details of your billing transactions from all video sessions and Gift Box top-ups, as well as card pre-authorization checks and any other ad hoc charges
- The status of the credit cards you have registered to use on your account
- Information from cookies and other technologies (see our separate Cookie Policy for detailed information)
- The reasons you give us for closing your account

Information We Collect From Third Parties

We collect information that users of the Website, such as other members, guests and chathosts, provide about you when they use text chat, the Website's internal email system, the forums and community chat pages, and when they contact our customer support team.

Information We Collect from Publicly-Available Sources

We collect publicly available information about you when it's necessary to prevent fraud and other illegal activities on the Website. The data may comprise publicly available information you share on social media websites, such as Facebook, Instagram, Twitter and LinkedIn, on your employer's or your own business's website, on any blog you maintain, and any other publicly available data on the internet.

Special Category Of Information

Due to the nature of the services provided by the Website when you are using the Website's services you will provide us with certain information about your sex life and your sexual preferences.

When you have video sessions with chathosts we collect the details of the chathost, including which category within which the chathost has chosen to operate.

We collect all of the information you include when you use any of the text-based communication methods available to you on the Website. These include messages you send to chathosts directly, posts you make in the forums and in community chat, information in emails you send using the Website's internal email system, feedback you leave about chathosts, and emails you send to our customer service team.

We collect the all the information in any notes made by chathosts about you within their own accounts on the Website.

We understand that this information may not accurately reflect your actual life outside of the Website. It may reflect only the role or roles you choose to play when using the Website. However, in order to provide you with the highest level of data protection we treat this data as a special data category.

We treat all your information, including the information that falls into the special category as described, absolutely confidentially and subject to the highest levels of IT security standards. We constantly review and assess our IT controls and security and update and upgrade them as necessary.

You always have the choice regarding the collection of your data, including your data that falls into the special category. If you do not consent to us collecting your data then you can tell us at any time. However, please note that refusing to provide or revoking your consent to allow such information to be collected by us, or requesting deletion of such information, may mean that you will not be able to log in to your account on the Website and you will not be able to use any of the services provided by the Website.

11.2. What We Use Your Information For

We process your information based on our legitimate interest in providing you the services you have requested and on the legal basis created when you contract with us by explicitly accepting our terms and conditions each time you access the Website and each time you use the fee-based services offered by the Website.

Primarily we use your personal data to open and administer your account on the Website, to allow you to use the services and features provided by the Website, including purchasing services that are fee-based, to allow you to communicate with other users of the Website, and to provide you with high-quality customer service.

We also use your information to improve and promote our services, for analytical and statistical purposes, and for testing and trouble-shooting to enhance the experience of all the users of the Website.

In order to better understand what your needs are and how we can improve our services we compile the information to detect general trends regarding the preferences and habits of our users. This helps us generate statistical reports.

Please be aware that any information you make publicly available on the Website, such as through the forums, including individual chathost forums, and community chat, may as a result appear on third party websites and search engines together with your user name.

We use your personal data, including your payment information, to process your billing transactions, to maintain our accounting, tax and legal records, and for the purposes of audit.

We will use your data to investigate and resolve issues with you, our payment processors and your payment card issuer (which may be your regular bank) in respect of any payment or charging disputes, chargebacks initiated by you with which we disagree, or any amounts owed by you. This may involve sharing your data with lawyers, debt collection agencies and other professionals we deem it necessary to involve in order to resolve any situations that arise.

We use your personal data to help us maintain a friendly, trustworthy and safe environment on our Website. We will use your data, if it becomes necessary, to investigate issues raised by you or other users who have interacted with you, or to resolve any disputes between you and us or between you and any other users.

We will use your personal data to prevent, detect and resolve fraud, infringement of intellectual property rights, or any other illegal activities on the Website, or any breaches of our rules, which are explained in full detail in our terms and conditions.

We use your personal data for security purposes and risk assessment, such as to authenticate you on the Website, to verify your identity, and to protect your account and your information.

If you have accepted to receive one or more categories of marketing emails from us we will use your information in deciding what marketing emails to send you. We will send you marketing emails tailored to your personal data.

You can opt out of all marketing emails at any time by emailing our customer support team or by logging into your account and visiting the section called Manage Email Subscriptions.

We use software to learn about your activity on the Website to help us predict the types of chathosts who might be of interest to you and you will therefore see pages that are adapted to your anticipated preferences.

11.3. How Do We Protect Your Personal Data

We implement and operate the highest standard of security measures and IT controls to provide the maximum protection possible for your personal information against unauthorized access, modification, disclosure or deletion.

We actively implement data loss prevention systems against leakage, theft, data breach and other hacking in order to ensure that the Website and the related IT infrastructure are updated against the latest network security vulnerabilities. We periodically subject our IT

systems and security measures to intensive penetration testing. Our Website incorporates industry-standard security technologies, such as SSL encryption, secure network topology (including intrusion prevention and firewalls), and authentication and access control, in order to ensure the maximum protection for all users and the safekeeping of personal information.

We restrict access to your personal information to employees, contractors and agents who need to know that information in order to process it and who are subject to strict contractual confidentiality obligations.

We will use reasonable endeavors to comply with this privacy policy. However, please be aware that we cannot eliminate fully the risks associated with the storage and transmission of your personal information and we cannot be responsible for the acts of those who gain unauthorized access or abuse the Website services, and we make no warranty, express, implied or otherwise, that we will prevent such access.

You are responsible for maintaining the secrecy of your password and other account information at all times. If you do not take such responsibility we cannot be responsible for any of your personal information that becomes available to anyone else as a result.

11.4. Who We Share Your Data With

Chathosts are able to see your user name but we do not share any other information about you. Of course, chathosts can see any information you provide during text chats with them, or post on the forums or in community chat, or send to them via our internal email system.

When you are in a chathost's room and you're not in a private Cam2Cam session with the chathost then other Website users can see your user name and any text messages you write.

When you post on forums, including individual chathost forums, and in community chat, other Website users can see your user name and any text messages you write (except for private messages in community chat, when only the recipient can see your message).

We share your personal information with other companies in our group of companies as they help deliver the services associated with your use of the Website, including payment processing, customer service, IT services, security, compliance, and analytics.

We have an affiliate program to allow webmasters and other third parties to introduce new users to our Website. We share some limited information with such webmasters and other third parties in order to help them set up, maintain and optimize their promotional activities and to allow them to track the income they generate from their introductions of new users to the Website.

We use carefully selected and trusted third parties who act as service providers to the Website. We ensure they are bound by contractual obligations to process information we share with them in accordance with our instructions, this privacy policy, and all applicable data protection laws. Such third party entities mainly provide services in the areas of IT

services and storage, business intelligence and analytics, compliance, finance and administration, and customer service.

We share the information necessary to collect payments from you with third party payment providers. If you do a chargeback with which we disagree then we may share your personal information with your card issuer (which may be your regular bank).

We will share information with our payment processors and any other financial institutions where we deem it necessary for fraud prevention or to prevent other illegal activity.

We share your information to the extent necessary to meet our financial, legal, tax and audit obligations and requirements.

We will share your personal information with law enforcement agencies if that's reasonably necessary to comply with our legal obligations, to respond to information requests in respect of fraud and other illegal activity, to enforce our terms and conditions, and to protect our rights and defend ourselves against any claims.

In the event the Company was subject to a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of its assets then your personal information may be among the assets transferred. Should such a transfer occur we will use all reasonable efforts to ensure that the entity to which we transfer your information uses and protects it in a manner that is consistent with this privacy policy.

We have never sold and we will never sell any of your personal information to any other party.

11.5. Transfers Of Your Personal Information To Other Countries

The Company is located outside of the EU but if you are located within the EU then the Company is obligated to comply with the GDPR with respect to your personal information.

Whenever we transfer your personal information to other countries outside of the EU we ensure that the information is transferred in accordance with this privacy policy and in accordance with applicable data protection laws (including the GDPR).

By using the Website you consent to the transfer of your information to any country in which we, members of our corporate group, and our service providers are located.

11.6. What Are Your Rights Regarding Your Personal Data?

All your rights as described below can be exercised by emailing our customer support team at support@pondacams.com. There is usually no charge made by us for dealing with your requests. However, if you make an unreasonable or excessive number of requests then we reserve the right to charge a reasonable administration fee.

We will deal with your requests within 60 days, and usually much more quickly.

Because we are extremely careful with your personal data and take the protection of your information very seriously we will need to verify your identity properly before we comply with any request from you, especially a request for you to receive copies of your personal information or for your information to be sent to another data controller. This identification process will probably include sending us a copy of your photo ID (usually your passport or driving license) and a photograph of you holding your photo ID up against your face. We may also ask for photographs of your payment cards that you are using or have used on the Website, and we reserve the right to ask for any other information required to identify you if we are in any doubt as to your identity.

You have the right to access your personal information that we hold. You have the right to have your personal data submitted to you by us in a structured, commonly-used and machine-readable format (where reasonably technically feasible), and you have the right to ask us to submit your personal data to another data controller.

You have the right to request that we correct any inaccuracies in your personal data.

We generally retain your personal information only for as long as is necessary for the performance of the contract between you and us and to comply with our legal, financial and tax obligations. If you no longer want us to hold your personal information you can ask us to delete it. If we delete all of your data then you will no longer be able to have an account on the Website and you will not be able to access the Website and its services in future. In such cases we retain enough information to be able to identify you in order to prevent you from opening new accounts on the Website. We will also need to retain enough information to comply with our legal, financial and tax obligations.

We process your information for a number of reasons as described above. Applicable laws entitle you to require us not to process your personal information for certain specific purposes where such processing is based on a legitimate interest. If you object to such processing we will stop processing your personal data for these purposes. In specific situations we may have to refuse your request – for example, if we have legitimate grounds, such as a legal basis, to continue such processing or if we have to establish, exercise or defend legal claims. Also, objecting to the processing of your data will likely mean that we will have to close your account on the Website and prevent you from opening new accounts in future.

You can ask us at any time to stop sending you marketing emails or you can log in to your account on the Website and adjust your email marketing preferences.

You can ask us to put a hold on the use of your personal data in the following situations:

- If you dispute the accuracy of the personal data we hold about you;
- If you object to data processing based on legitimate interests;
- If you consider that the data processing is unlawful but you object to erasure and request restriction instead; or
- We have no further need for your data but you require us to retain it so you can establish, exercise or defend legal claims

Despite your request we may still continue the processing of your personal data if we have a legal basis for processing or to establish, exercise or defend legal claims.

If you are located in the EU and consider that our processing of your personal data infringes any applicable data protection laws you have the right to lodge a complaint with a supervisory authority.

This privacy policy does not create rights enforceable by third parties or require disclosure of any personal information to third parties relating to users of the Website.

11.7. Changes To Our Privacy Policy

We may occasionally amend this privacy policy to reflect changes to our services and our Website, to the way in which we handle your personal information, or to applicable data protection laws.

Although we may attempt to notify you when major changes are made to this privacy policy you are expected to and agree to review periodically the current version so that you're aware of any changes. The date of the latest change to this privacy policy will be shown as the "last modified date". Your continued use of our Website from that date will be subject to the new privacy policy and will be evidence of your consent to that policy.

To the extent permitted by applicable law such changes will be applicable from the time they are published on the Website, unless we specify a different applicable date.

11.8. How To Contact Us

If you have any comments or questions about this privacy policy or about our data processing activity, or if you wish to exercise any of your rights as set out above, or for any other reason, please send an email to support@pondacams.com

These guidelines are in place to ensure the quality and integrity of our site and its performers. Please read them carefully. Violation of any of these guidelines can result in suspension or permanent closure of your account with Ponda Cams.

12. Code of Conduct

These guidelines are in place to ensure the quality and integrity of our site and its performers. Please read them carefully. Violation of any of these guidelines can result in suspension or permanent closure of your account with Ponda Cams.

12.1. NO SEX TRAFFICKING; NO SOLICITATION OF PERSONAL CONTACT WITH CUSTOMERS.

It is illegal and strictly prohibited for you to engage in, participate in, assist, support, or facilitate any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion. This includes, without limitation, it is prohibited for you to exchange any personal contact information with any user, or for you to take any action to arrange any

type of face-to-face meeting with a user. Also, it is prohibited for you to discuss with a user any transaction involving any other service or product, including but not limited to any other Internet based service. Accounts found to be involved in any of these activities will be terminated and payments will be withheld.

12.2. PERFORMER/STUDIO ACCOUNTS.

Your account with Ponda Cams may only include performers who have properly registered and who are approved by Ponda Cams to appear on your account. Accounts with performers who have not properly registered with Ponda Cams or have not submitted all required and proper documentation will be closed permanently. If you are no longer using your account, your account must be closed. Inactive accounts will be closed after a specific amount of time and cannot be recovered.

12.3. AGE DOCUMENTS MUST BE SUBMITTED FOR ALL PERFORMER/STUDIOS.

By appearing live you are verifying that you have reached the age 18 and have submitted all proper documentation and age verification forms to perform on the website. Only individuals who have submitted proper documentation and have been approved to perform may appear on cam.

12.4. NO BELOW THE WAIST NUDITY IN FREE CHAT.

In order to prevent minors' exposure to below the waist nudity and adult material, no below the waist nudity is allowed in "free chat." Below the waist nudity is only allowed in age-verified areas, which are also known as "private" or "paid chat." Below the waist nudity in free areas will result in temporary suspension or permanent closing of your account.

12.5. NO VIOLATION OF LAWS RE OBSCENITY OR MINORS.

Performer/Studio shall not violate any local community standard of "obscenity" during any performance related to this Agreement, including but not limited to. Performer/Studio shall not depict or describe any act of a sexual nature involving bestiality, necrophilia, coprophilia, urine, feces, vomit, blood, or others. Additionally, during any performance related to this Agreement, Performer/Studio shall not depict or describe any minor activity or act of a sexual nature involving persons under the age of 18 years (including but not limited to sex of any kind, simulated sex, sexual conduct, masturbation, bondage, domination, sadomasochism, or others).

12.6. NO PROMOTION OF OTHER SITES.

Promotion of any non- Ponda Cams related website directly to Ponda Cams members and affiliate site members is strictly prohibited. This includes but is not limited to by chat, by text, or by any other means. Violation of this condition will result in termination of this Agreement and the permanent termination of your account. Additionally, Ponda Cams reserves the right to withhold payments to you if this condition is violated.

12.7. NOT UNDER INFLUENCE OF ALCOHOL OR ILLEGAL DRUGS.

While giving any performance or taking any other action related to this Agreement, Performer/Studio shall not be under the influence of alcohol or any illegal drug or controlled substance.

12.8. NO ANIMALS OR FIREARMS ON CAM.

While giving any performance, Performer/Studio is prohibited from having any animal appear on cam and from having any firearm or gun of any type appear on cam.

12.9. NO FRAUDULENT ACTIVITY.

While giving any performance or taking any other action related to this Agreement, Performer/Studio shall not engage in any type of fraudulent activity. Fraudulent activity is defined as any activity on the site that results in complaints or chargebacks, or is deemed inappropriate by Ponda Cams's representatives. Ponda Cams reserves the right to terminate any account at any time for any reason if fraud is suspected and to not make any related payments.

12.10. IMAGE APPROVAL.

Images submitted to Ponda Cams for Performer/Studio's bio must be approved by Ponda Cams. Images graphic in nature or containing "below the waist nudity" will not be approved. Ponda Cams reserves the right to approve or reject any image submitted.

12.11. NON-COMPETITION

Ponda Cams agrees that Performer will be allowed to own and operate a personal website. Provided, that Performer agrees not to solicit customers and/or other Performers through his/her personal website that is or may be in direct or indirect competition with Ponda Cams. Performer further agrees not to release any email addresses or web page addresses to anyone without the explicit approval of Ponda Cams.

12.12. MODEL HARASSMENT.

Ponda Cams does not condone model to model harassment. If you are found to be harassing, bothering, teasing, distracting and/or mocking other models (either as a model or a member), your account may be suspended or terminated. Ponda Cams supports all models and wants everyone to succeed. We expect all models to behave maturely and support each other.

12.13. ACCOUNT TERMINATION.

If you are no longer using your account, the account must be closed. Inactive accounts will be archived after a specific amount of time and cannot be recovered. Ponda Cams

performer accounts can be terminated based on performance level or quality. Performers should strive to maintain a reasonable performance level of time in paid chat vs time online.

12.14. RULE AMENDMENTS.

We reserve the right to add to or amend any rule/guideline as it becomes necessary.

As you navigate through and interact with our Website, we use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device information (including device and application IDs), search terms, and cookie information, . to collect information about its use by users, to distinguish between users, to help us provide you with the best possible experience and to allow us to improve the Website and the service we offer. This means that when you visit our Website, cookies or similar technologies will be placed on your computer, mobile device, tablet or other device. We also use these technologies to collect information about your online activities over time and across third-party websites or other online services ("interest-based advertising").

13. This cookies policy explains:

- the different types of cookies we use, why and how we use cookies and other internet tracking software; and
- the choices you can make about whether we can put some types of cookies on your computer, mobile device, tablet or other device.

For the purposes of this cookies policy when we refer to "personal data" we mean data which identifies or may identify you as an individual, which may include for example your name or online identifiers such as your IP address.

The Website uses technology to collect information about its use by users, to distinguish between users, to help us provide you with the best possible experience and to allow us to improve the Website and the service we offer. This means that when you visit our Website, cookies or similar technologies will be placed on your computer, mobile device, tablet or other device.

This cookie policy explains how we use cookies and other internet tracking software and the choices you can make about whether we can put some types of cookies on your computer, mobile device, tablet or other device.

13.1. Cookies – What are they?

A "cookie" is a small text file that is stored on your computer, mobile device, tablet or other device when you visit a website or use an application. Cookies are then sent back to the

Website on each subsequent visit, or to another website that recognizes that cookie, and allow the website to recognize the user's device.

Some cookies are deleted when you close down your browser. These are known as session cookies. When you restart your browser and return to the Website, the Website will not recognize you and you will have to log back in (if login is required) or select your unique preferences/settings again. Other cookies remain on your device until they expire or you delete them from your cache. Expiration dates are set within the cookies themselves, and some may expire after a few minutes while others may expire after many years. These are known as persistent cookies and enable us to remember things about you as a returning visitor.

Our Website uses both session and persistent cookies.

For further information, please visit www.allaboutcookies.org.

13.2. How we use cookies

Cookies allow us to recognize users (where appropriate), tailor the content of our Website to fit the needs of our Website's visitors and helps us improve the user experience. Without certain types of cookies enabled, we cannot guarantee that the Website and your experience of it are as we intended it to be.

We use cookies to obtain information about your visits and about the device you use to access our Website.

This includes where available, your IP address and pseudonymous identifiers, operating system and browser type and depending on the cookie, also includes the reporting of statistical data about our users' browsing actions and patterns.

13.3. Why we use cookies

If you visit our Website, we will deploy cookies to provide an online service more suited to the device you connect, as well as to prevent and detect fraud and keep your connection secure. When you visit our Website from any device (mobile, tablet, PC), we collect information about your use of the Website, such as information about the device or browser you use to access the site (including device type, operating system, screen resolution, etc.), the way you interact with this site, and the IP address your device connects from. You may not be able to initiate or complete some activities with our online services unless the cookies or similar technologies are installed.

We additionally use cookies (and other similar technologies) to:

- provide products and services that you request and to provide a secure online environment;
- manage our marketing relationships;
- give you a better online experience and track website performance; and
- help us make our Website more relevant to you.

13.4. Cookie Categories

This section explains each cookie category in more detail and how you can control their use.

The length of time a cookie stays on your device depends on its type. We use two types of cookies on our Website, session cookies and persistent cookies:

- Session cookies

These are temporary cookies which only exist, during the time you use the Website (or more strictly, until you close the relevant browser). Session cookies help our Website remember what you chose on the previous page, avoiding the need to re-enter information and improve your experience whilst using the Website.

- Persistent cookies

These are cookies which stay on your device after you have closed your browser and remain in your browser's subfolders until they expire or you delete them. Persistent cookies help us identify you as a unique visitor.

We also categorize our cookies to help our customers understand the specific reason for each cookie.

- Essential cookies

These are cookies that are essential for us to provide a service you have requested and to provide a secure online environment. Without these cookies we may be unable to provide some services that you might request. Other "essential" cookies keep our Website secure. Essential cookies are used to:

- enable a user to log into our Website and recognize such user when navigating the Website ("authentication cookies");
- maintain online security and protect against malicious activity and/or violation of our Terms of Use ("security cookies")
- record your preference regarding our use of cookies on your device; and
- check if a user is allowed to access to a particular service or content.

The essential cookies we use include among others, guestID and sessionId.

- Performance cookies (tracking Website performance)

These cookies collect aggregated information and they are not used to identify you. We use this type of cookie to understand and analyze how visitors use and explore our Website and look for ways to improve it. We use these cookies to track our sites and plugins performance across the globe. Similarly, we may also use these analytics cookies to test new advertisements, pages, or features to gauge users' reactions. The

analytics cookies we use may be our own (i.e. first-party cookies) or third-party cookies and include among others, ABTest_playerOnThumbHover_key and firstVisit.

- Functionality cookies (giving you a better online experience)

These cookies remember your preferences and tailor the Website to provide enhanced features. Without these cookies, we cannot remember your choices or personalize your online experience. We use this type of cookies to:

- make login faster by recognizing you if you are logged into the Website; and
- remember relevant information as you browse from page to page to save you re-entering the same information repeatedly (e.g. language, volume, HD mode).

The functionality cookie we use include among others, guestSubscriptions and guestFavoritesIds.

- Targeting cookies

These cookies are usually third-party cookies from marketing partners used to deliver advertisements relevant to you and your interests both on the Website and on other websites. These cookies can track your browsing history across the Website, the pages you have visited and the links you have followed. If you wish to prevent this type of cookie, you may do so, via your device's browser security settings. The third-party companies we partner with include among others, Google Analytics and Amplitude.

13.5. First and third party cookies

Whether a cookie is first or third party depends on where it comes from.

First party cookies are set by the Website you visit/use. Please see below some of the first party cookies used by the Website.

Name	Purpose
localeDomain	User's Subdomain
cookiesReminder	User's Cookie reminder notification
sessionId	User's Session ID
sessionRemember	User's "Remember Me" status
firstVisit	Determines if you are visiting the site for the first time
referrerModel	Model Referral Program

On the other hand, some content or applications, including advertisements, on the Website are served by third parties, including analytics or advertising companies, ad network and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect

information about you when you use our Website over which we have no control. Unless expressly stated otherwise, our Website does not provide any personal data to these third parties, however, they may collect information, including personal data, such as internet protocol (IP) address, browser type and version, time zone setting and location, operating system and platform and other technology on the devices you use to access this Website. They may use this information so as to provide you with interest-based advertising or other targeted content.

We recommend that you check the privacy and cookie policies of those websites for information about the cookies they may use and the collection of personal data. We cannot accept any responsibility for any content contained in these third-party websites.

13.6. Keep in mind

- Cookies with more than one use

Some of our cookies collect data for more than one use. We will only use these cookies for their essential purposes unless you have given your consent to any other uses they have.

- Cookies that are already on your device

Turning off one or more types of cookies will not delete any that have been downloaded in the past. We may still use data we collected up to that point, but will stop collecting new data.

- Managing cookies choices in your browser

You can turn off or delete cookies in your browser. If you do this, it may affect sites that use similar cookies to us.

13.7. How to control and delete cookies

Cookies help you get the most out of our Website. However, you can set up your browser to delete or refuse some or all of them, or to be notified when you are sent a cookie and therefore, choose whether or not to accept it. You may also delete or refuse, some or all of the cookies, on our Website at any time.

On your first visit to the Website you will have seen a pop-up to inform you that cookies are being used when you proceed with using the Website. Although this pop-up will not usually appear on subsequent visits you may withdraw your cookie consent at any time by changing your browser or device settings.

Please remember, if you decline to accept cookies or do delete some or all your cookies, some functionality on our Website may be disabled and as a result you may be unable to access certain parts of our Website and your experience on our Website may be affected. Unless you have adjusted your browser settings so that they will delete or refuse cookies, cookies will be issued or reissued when you direct your browser to our Website. If you do

decide to delete or refuse cookies but subsequently decide that you would in fact like to allow cookies, you should adjust your browser settings and continue using our Website. Cookies will then be sent to and from our Website.

You may also opt out of third-party cookies by following the instructions provided by each third party in its privacy policy.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org. Alternatively, you can search the internet for other independent information on cookies.

13.8. Does the Website use any other personal data about me?

More information regarding our use of user data can be found in our privacy policy above.

13.9. Cookies – What are they?

A “cookie” is a small text file that is stored on your computer, mobile device, tablet or other device when you visit a website or use an application. Cookies are then sent back to the Website on each subsequent visit, or to another website that recognizes that cookie, and allow the website to recognize the user’s device.

Some cookies are deleted when you close down your browser. These are known as session cookies. When you restart your browser and return to the Website, the Website will not recognize you and you will have to log back in (if login is required) or select your unique preferences/settings again. Other cookies remain on your device until they expire or you delete them from your cache. Expiration dates are set within the cookies themselves, and some may expire after a few minutes while others may expire after many years. These are known as persistent cookies and enable us to remember things about you as a returning visitor.

Our Website uses both session and persistent cookies.

13.9. How we use cookies

Cookies allow us to recognize users (where appropriate), to know if users have been directed to our site by a third party and/or advertising service, to tailor the content of our Website to fit the needs of our Website’s visitors and to help us improve the user experience. Without certain types of cookies enabled we cannot guarantee that the Website and your experience of it are as we intended to be.

We use cookies to obtain information about your visits and about the device you use to access our Website. This includes where available, your IP address and pseudonymous identifiers, operating system and browser type and, depending on the cookie, also includes the reporting of statistical data about our users’ browsing actions and patterns.

13.10. Why we use cookies

If you visit our Website, we will deploy cookies to provide an online service more suited to the device you connect, as well as to prevent and detect fraud and keep your connection secure. When you visit our Website from any device (mobile, tablet, PC), we collect information about your use of the Website, such as information about the device or browser you use to access the site (including device type, operating system, screen resolution, etc), the way you interact with this site, and the IP address your device connects from. You may not be able to initiate or complete some activities with our online services unless the cookies or similar technologies are installed.

We additionally use cookies (and other similar technologies) to:

- provide products and services that you request and to provide a secure online environment;
- manage our marketing relationships;
- give you a better online experience and track website performance; and
- help us make our Website more relevant to you.

13.11. Cookie Categories

This section explains each cookie category in more detail and how you can control their use.

- **Session cookies** These are temporary cookies which only exist during the time you use the Website (or, more strictly, until you close the relevant browser). Session cookies help our Website remember what you chose on the previous page, avoiding the need to re-enter information and improving your experience whilst using the Website.
- **Persistent cookies** These are cookies which stay on your device after you have closed your browser and remain in your browser's subfolders until they expire or you delete them. Persistent cookies help us identify you as a unique visitor. We also categorize our cookies to help our customers understand the specific reason for each cookie.
- **Essential cookies**

These are cookies that are essential for us to provide a service you have requested and to provide a secure online environment. Without these cookies we may be unable to provide some services that you might request. Other "essential" cookies keep our Website secure. Essential cookies are used to:

- enable a user to log into our Website and recognize such user when navigating the Website ("authentication cookies");
- maintain online security and protect against malicious activity and/or violation of our terms and conditions ("security cookies")
- record your preference regarding our use of cookies on your device; and
- check if a user is allowed to access to a particular service or content.

- Performance cookies (tracking Website performance) These cookies collect aggregated information and they are not used to identify you. We use this type of cookie to understand and analyze how visitors use and explore our Website and look for ways to improve it. We use these cookies to track our sites and plugins performance. Similarly, we may also use these analytics cookies to test new advertisements, pages, or features to assess users' reactions. The analytics cookie we use may be our own or third party cookies, and include Google Analytics.
- Functionality cookies (giving you a better online experience) These cookies remember your Website preferences and tailor the Website to provide enhanced features. Without these cookies, we cannot remember your choices or personalize your online experience. We use this type of cookies to:
 - make login faster by recognizing you if you are logged into the Website; and
 - remember relevant information as you browse from page to page to save you re-entering the same information or changing settings and preferences repeatedly.
- Targeting cookies These cookies are usually third-party cookies from marketing partners used to deliver advertisements relevant to you and your interests, both on the Website and on other websites. These cookies can track your browsing history across the Website, the pages you have visited and the links you have followed. If you wish to prevent this type of cookie, you may do so, via your device's browser security settings.

13.12. How do third parties use cookies on the Website?

Some content or applications, including advertisements, on the Website are served by third parties, including analytics or advertising companies, ad network and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website over which we have no control. Unless expressly stated otherwise, our Website does not provide any personal data to these third parties. However, they may collect information, including personal data, such as internet protocol (IP) address, browser type and version, time zone setting and location, operating system and platform and other technology on the devices you use to access this Website. They may use this information so as to provide you with interest-based advertising or other targeted content.

We recommend that you check the privacy and cookie policies of those websites for information about the cookies they may use and the collection of personal data. We cannot accept any responsibility for any content contained in these third-party websites.

13.12. Keep in mind

- Cookies with more than one use Some of our cookies collect data for more than one use. We will only use these cookies for their essential purposes unless you have given your consent to any other uses they have.

- Cookies that are already on your device Turning off one or more types of cookies will not delete any that have been downloaded in the past. We may still use data we collected up to that point, but will stop collecting new data.
- Managing cookies choices in your browser You can turn off or delete cookies in your browser. If you do this, it may affect sites that use similar cookies to us.

13.13. How to control and delete cookies

Cookies help you get the most out of our Website. However, you can set up your browser to delete or refuse some or all of them, or to be notified when you are sent a cookie and therefore, choose whether or not to accept it. You may also delete or refuse, some or all of the cookies, on our Website at any time.

On your first visit to the Website you will have seen a pop-up to inform you that cookies are being used when you proceed with using the Website. Although this pop-up will not usually appear on subsequent visits you may withdraw your cookie consent at any time by changing your browser or device settings.

Please remember, if you do delete some or all your cookies, some functionality on our Website may be disabled and as a result you may be unable to access certain parts of our Website and your experience on our Website may be affected. Unless you have adjusted your browser settings so that they will delete or refuse cookies, cookies will be issued or reissued when you direct your browser to our Website. If you do decide to delete or refuse cookies but subsequently decide that you would in fact like to allow cookies, you should adjust your browser settings and continue using our Website. Cookies will then be sent to and from our Website.

You may also opt out of third party cookies by following the instructions provided by each third party in its privacy policy.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org. Alternatively, you can search the internet for other independent information on cookies.

13.14. Does the Website use any other personal data about me?

More information regarding our use of user data can be found in our Privacy Policy above.

14. Safety Measures

Please use the following steps if you consider meeting or corresponding with any user or member of the Website:

- a) Never share your personal or financial information with people you do not know.

b) Do not ever send money to someone you meet online, especially by wire transfer. Scammers often insist that people wire money, especially overseas, because it's nearly impossible to reverse the transaction or trace the money. Do not give out your credit card number or bank info.

c) Do not share your personal info, such as social security details, family name, address, phone, place of work or any other identifying information in your online profile or initial email messages or password.

d) Stop communicating with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.

e) If you choose to meet face-to-face with another user or member, always tell someone in your family or a friend where you are going and when you will return. Always provide your own transportation to and from your date location and meet in a public place with many people around.

15. Infringement

a) For any claim regarding copyright infringement please contact us at support@PondaCams.com.

b) In your email please provide electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest. Add a description of the copyrighted work or other intellectual property that you claim has been infringed and a description of where the material that you claim is infringing is located on the Website.

c) As well provide full contact details including full name, address, email and phone number.

d) By law, such claim must include your statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law and a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

e) The Website will terminate the account of any member or model that is involved in such infringement. For the avoidance of doubt, the Site specifically reserves the right to suspend or terminate the account of any member or model reported by any third party for infringing copyrights.

f) The Website may also takedown any infringing content upon receiving an infringement notice upon its sole discretion.

16. Proprietary Rights

a) All content on the Website is proprietary and constitutes a valuable intellectual property. The Website as a whole is copyrighted and are protected under copyright laws, and may not be copied, exported, reproduced, edited, transmitted or uploaded in any way without written permission from the Website owners. Any content submitted to the Website grants the Website a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce edit, export, modify, publish, translate, create derivative works from, distribute, perform and display the content and to incorporate it in other works in any form, media or technology, for the full term of any rights that may exist in such content.

b) The Service contains information, which is proprietary to the Website and/or users or member or models of the Service. The Website asserts full copyright protection in the Service. Any information posted by us or users or members or models of the Service may be protected whether or not it is identified as proprietary to us or to the user or members or models. You agree not to modify, copy, edit, use or distribute any such information in any manner without having first received the express written approval of the owner of such information.

c) The name Ponda Cams is protected by trademark law.

17. Restricted countries

The Website may not be accessed or viewed or exported in any jurisdiction in which the access, viewing, downloading, or other use of the Website could reasonably constitute a violation of any law, regulation, ordinance rule, or custom. The operator of this Website may restrict or deny access to the site to guests in any country or location at any time at its sole discretion and shall not be held liable in any way by any user or members in such respect.

18. External Links

The Website may from time to time contain external links to third party services and products. The Website is not responsible for, and has no liability as a result of, the availability of such external links or their contents.

19. Indemnification

You agree to indemnify and hold harmless the Website owners and operators, officers, directors, employees and agents, from any expense, loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on the Website, including without limitation any breach by you of these Terms of Use or any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

20. Limited Liability And Responsibility

a) The Website is not responsible for any incidental, consequential, special, punitive, direct or indirect damages of any kind whatsoever, which may arise out of or relate to your use of the Website, including but not limited to lost revenues, profits, business or data, or damages resulting from any viruses, hackers, worms, Trojan horses or other destructive software or materials, or communications by you or other users of the Service, or any interruption or suspension of the Service, regardless of the cause of the interruption or suspension.

b) Any claim against the Website shall be limited to the amount you paid for your membership. You understand and agree that any use you make of any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. Under no circumstances will we be responsible for consequential damages or punitive damages.

c) You agree that the Website's maximum liability to you for breach of this agreement, or for any other reason, shall be limited to the aggregate amount of membership fees you have paid.

21. Changes in the Terms of Use

The Website may modify these Terms of Use from time to time. Notification of such changes will be posted on the Website or sent to You via electronic mail, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Website. Your continued use of the Website following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of the change.

22. Jurisdiction

This Agreement and all matters arising out of or otherwise relating to these terms and conditions shall be governed by the laws in effect in South Africa, without regard to its conflict of law provisions. You and the Website hereby submit to the personal jurisdiction of the courts of South Africa for resolution of all disputes.

23. No Warranties

a) You expressly agree that your use of the service is at your sole and exclusive risk. The services are provided on an "as is, with all faults" and "as available" basis. We do not warrant that this Service will be uninterrupted or error-free.

b) The Website expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. the Website makes no warranty that the services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free; nor does the Website make any warranty as to the results that may be

obtained from the use of the services or as to the accuracy or reliability of any information obtained through the services or that defects in any software, hardware or the services will be corrected.

24. Severability

If any term, clause or provision/s hereof is/are held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

25. Complaints

To solve or report a complaint regarding the Website or members who use the Website, you should send an email with the complaint details detailing the complaint to us. The Website shall perform actions in order to help solve the problem.

26. Headers

Headers of sections in these Terms of Use are included for convenience only and shall not be used to interpret these Terms of Use.