



## TERMS OF SERVICES FOR UPLOADERS

*Effective date: May 25, 2018*

MVVERSE Inc. (hereafter "**MV**" as defined below) operates and manages the ManyVids.com web Platform (as defined below) where independent content uploaders can upload, publish, broadcast, license, share and sell their original videos, tangible goods, offer services such as live streams or live chats to users. The Platform provides explicit adult entertainment and is only open to consenting adults.

**YOU MUST BE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT UNDER THE LAWS OF THE APPLICABLE JURISDICTION TO AGREE TO THESE TERMS OF SERVICES. USE OF THE PLATFORM IS VOID WHERE PROHIBITED BY LAW.**

**WE DO NOT TOLERATE ANY MATERIAL INVOLVING OR REPRESENTING MINORS, INCLUDING ANY VIRTUAL DEPICTION, AND HAVE A ZERO TOLERANCE POLICY REGARDING PEDOPHILES, PEDERASTS OR ANY PEDOPHILIC, PEDERASTIC, OR SIMILAR RELATED ACTIVITY. WE TAKE GREAT MEASURES TO ENSURE THAT NO UNDERAGE PERFORMERS OR MODELS APPEAR ON THE PLATFORM, AND WE WILL REPORT ANY UNLAWFUL ACTIVITIES.**

These terms of services (hereinafter referred to as "**TOS**") including our [Privacy Policy](#), all MV's rules, such as "Rules", "Forbidden Words", "DMCA", "Billing", and "Record Keeping Requirements", found [here](#) (the "Platform Rules") form the binding contract between MVVERSE Inc. and YOU (hereafter "**UPLOADER**" or "**you**"). If you do not agree to all of these [Platform Rules](#), which shall form an integral part of the TOS as if they were recited at length herein, you may not use the Platform (as defined below) and should not proceed to create an account or otherwise use the Platform. By using the Platform, you are demonstrating your willingness and confirming your agreement to be bound by all of these TOS, including all amendments made to them from time to time. MV reserves the right, at its sole discretion, to revise these TOS. You agree that all changes to the TOS are effective and enforceable upon posting. Further, you agree and understand that it is up to you to be knowledgeable and to periodically review all of these TOS to see if anything has changed. MV will not be liable for your neglect of your legal rights.

**IF YOU DO NOT AGREE WITH THESE TOS, OR IF YOU DO NOT AGREE WITH ANY REVISED TOS, DO NOT USE THE PLATFORM.**

### 1. DEFINITIONS

Where used in these TOS, unless there is something in the context or the subject matter inconsistent therewith, the following terms shall have the following meaning:

- 1.1. "**Broadcast**" shall encompass upload, publish, broadcast, share and offer Content, including Live streams;
- 1.2. "**Content**" shall mean, depending on the context in which it is used, original UPLOADER-generated content OR original Member-generated content (or both). Content includes pictures, videos (pre-recorded or live streaming) and other materials, including but not limited to, text, images, graphics, data, audio, messages (including online chat), Live Streams, comments, memberships, gratuities, contests, sweepstakes, crowd funding initiatives and tangible goods provided, sold, offered or posted by Uploaders or MEMBERS onto the Platform from time to time;
- 1.3. "**Live Streams**" shall mean sessions organised by UPLOADERS during which Content is streamed live in private, semi-private or public mode, with or without live chat, with or without the possibility to have two-ways camera sessions;
- 1.4. "**Member(s)**" shall mean the registered individuals using the Platform for their personal use, also called "MV Member(s)", at the exclusion of UPLOADERS. For more clarity, all Members are Users, but not all Users are Members;
- 1.5. "**MV**" as well as all first-person pronouns (such as "**we**", "**us**" "**our**", "**ours**"), shall refer to MVVERSE Inc., 151, Atwater Street, PO Box 72182, Montreal, Quebec, H3J 1N5, Canada, and/or its affiliates or assigns. MV operates and manages the Platform, and acts as an intermediary between UPLOADERS, and using the Platform, as well as to permit UPLOADERS and Members to interact on the Platform;
- 1.6. "**Net Proceeds**" shall mean the amount of money charged to a given User for accessing Content, minus any refunds or charge-backs, or other similar reimbursement made on such Content licensed or sold as well as in some specific cases of fraud;
- 1.7. "**Platform**" shall refer to the hosting service operated and managed by MV, available at [www.manyvids.com](http://www.manyvids.com) (and including all of its subdomains, any predecessor or successor domain or URL), where UPLOADERS can Broadcast, license and sell their Content using the tools and features provided by such Platform, as well as where Users using the Platform can view and post Content (except Live streams), and where UPLOADERS and Members can interact online;
- 1.8. "**TOS**" means collectively these Terms of Service, means collectively these terms of service, our [Privacy Policy](#) as well as all [Platform Rules](#), and all instruments and assurances in amendment or confirmation of them. "**hereof**", "**herein**", "**hereto**" and "**hereunder**" and similar expressions mean and refer to these TOS;
- 1.9. "**UPLOADER(S)**", as well as all second-person pronouns (such as "**you**", "**your**", "**yours**") shall refer to the independent models, performers and other content producers or studios, registered as such with MV, and Broadcasting their original Content onto the Platform for private use by the Users; and

1.10. **"User(s)"** shall mean the individuals using the Platform for their personal use, at the exclusion of UPLOADERS.

## 2. GENERAL TERMS

2.1. These TOS govern your rights and responsibilities in connection with the Platform, and is a binding contract between you and us (and not between you or us and any of the Users). We encourage you to read them carefully and periodically.

2.2. Subject to Section 4.2, and subject to your compliance with all of these TOS, MV hereby grants you a free of charge, non-exclusive, non-transferable, personal, revocable license (the "**License**") to use the Platform solely for personal purposes. This is a License to use and access the Platform for its intended purpose and is not a transfer of title.

2.3. The Platform gives you the ability to Broadcast, license and sell your Content, conditional previews and picture galleries, to the exclusion of any downloaded Content; as a MEMBER, the Platform gives you the ability to the payment of a service fee, as well as to interact online with Members and offer Live streams. All Content accessible or sold through the Platform is to be accessible or sold to Users for private use only. You understand and agree that, as a service provider, MV is only acting as an intermediary and shall not be held responsible for the activities engaged by you through the Platform. MV does not endorse any Content or submission, and expressly disclaims any and all liability in connection with Content or submission. You should use the Platform only in accordance with your local laws and community standards; the Platform may not be accessed or used where prohibited by law.

2.4. You agree and understand that MV cannot ensure the security or privacy of information you provide through the Internet and the Platform. We strongly condemn any form of interaction between Users and UPLOADERS outside of the Platform. Any information you choose to share remains your sole responsibility and is done at your own risk. Use of the Platform for the purpose of engaging in unlawful or illegal activities is prohibited. You agree to take all necessary precautions when interacting online with other Users and UPLOADERS. You also understand that we do not carry out any prior verification or any kind of criminal record check on our Users or UPLOADERS and thus we make no statement or warranty regarding our Users or UPLOADERS' behaviour. Therefore, you agree to remain vigilant and take all necessary precautions when interacting with other Users or UPLOADERS on the Platform.

2.5. You agree and represent to only Broadcast Content that is original, and that you own, or are duly authorized to Broadcast, license and sell. Furthermore, any Content uploaded on the Platform shall also be compliant with. We reserve the undisputed right to remove any non-compliant uploaded Content at any time, without prior notice to you.

2.6. For the purposes of these TOS, an UPLOADER is understood to be solely an independent contractor, and in no way should an UPLOADER be considered employee, agent or partner of MV. UPLOADER acknowledges and agrees that nothing in these TOS shall be construed as creating any agency, employment relationship, joint or collaborative venture or partnership of any kind between UPLOADER and MV, its employees, agents or assigns. Furthermore, UPLOADER acknowledges and agrees that MV has no direct or indirect control over the monitoring, supervision, prior approval, or review of the Content Broadcast by UPLOADER through the Platform. UPLOADER understands and agrees that Live streams may be monitored and/or recorded by MV in accordance with its privacy policy. Please review our privacy policy [here](#).

### **3. YOUR ACCOUNT**

3.1. Registration. In order to access the Platform as an UPLOADER and to Broadcast, license and sell your Content, you must first register by creating an UPLOADER account. You will have to choose a username which must be unique to you, not offensive to others and not in violation of a third party's intellectual property (such as copyright or trademark), as well as a password. Then, you will be asked to complete your registration; in order to do so, you must fill out an online registration form which includes your legal name and your date of birth. You will also be asked to provide governmental issued identification cards. Once we received your registration form duly completed, our Support Team will review it within 24 to 48 hours. If something is missing or otherwise not valid, our team will contact you to validate and/or obtain additional information. Please note that MV reserves the right to decline any account registration, for any reason, at its sole and entire discretion.

3.2. Confidentiality of Your Account. You agree and represent that you will not share your account or login information, nor let anyone else access your account, or do anything else that might jeopardize the security of your account. In the event you become aware of or reasonably suspect any security breach, including without limitation any loss, theft, or unauthorized access or disclosure of your login information, you must immediately notify us and modify your login information. You are solely responsible for maintaining the confidentiality of your login information, and you will be responsible for all uses of your login information, including uploads, whether or not authorized by you. You will be liable for any losses incurred by us due to the unauthorized use of your account. We are not liable for your losses caused by any unauthorized use of your account and you hereby specifically waive any such claim and agree to defend, hold harmless and indemnify MV against any such claims made against it by third parties. In brief, you are responsible for anything that happens through your account.

3.3. Account and Profile Settings. As an UPLOADER, you can edit and modify your account settings at any time through the Platform, including your profile picture and general preferences, as well as your notification preferences. You may also choose, at your

discretion, to ignore or to block other UPLOADERS or Users from communicating with you, as you can also be ignored by them or banned from communicating with them. You are solely responsible for your interactions with Users and other UPLOADERS; we will not monitor or participate in any conflict resolution between you and any User or UPLOADER.

3.4. Content Uploaded on Your Account. You are solely responsible for all Content Broadcast via your account, including any personalization made to your profile, any posting on your wall, any Live streams and messaging. You must evaluate, and bear all risks associated with your use of the Platform and your Content. You will not Broadcast Content that could be deemed illegal, involving or showing minors, or simply not allowed by us, including any content in violation of the Terms and Conditions of the Platform. Further, you agree not to Broadcast Content that violates any third party's intellectual property right or that violates another individual's privacy. You understand and agree that your profile and your uploaded Content may be visible or searchable by other UPLOADERS or Users of the Platform, through the Platform itself. Further, you understand and agree that your profile and your uploaded Content may be searchable by publicly available search engines; should you wish to have some or all of your profile and/or uploaded Content removed from the publicly available search engines, it is your sole responsibility to do so, and to file such removal requests with the concerned search engine(s) operator(s). Notwithstanding Sections 3.2 and 3.4 hereof, in the event that UPLOADER has shared her/his/its account or login information with another uploader pursuant to a separate agreement, UPLOADER hereby specifically waives any claims and/or damages arising out of such agreement with such uploader, and hereby undertakes to defend, hold harmless and indemnify MV against any claims and/or damages arising out of such shared access. Without limiting the foregoing, at all times UPLOADER agrees to hold harmless MV with respect to any activity made through her/his/its account access, related or not to Content uploaded on UPLOADER's account, or any payment made by MV pursuant to specific payment instructions received by MV in accordance with any such separate agreement made between UPLOADER and another uploader. The UPLOADER acknowledges that should it authorize/direct MV to pay any sums due to another uploader, UPLOADER shall have no recourses against MV with respect to any such amount once paid to the designated payee. It should be UPLOADER's sole responsibility to inform MV in writing of any termination of any such separate agreement.

3.5. License to your Content. By using the Platform, you retain control and legitimate ownership rights in your Content, and Users are granted nothing more than the right to view, licence or buy your Content. You agree and understand that MV may make use of your Content for promotional or commercial purposes only and to render the services pursuant to these TOS, and therefore you hereby grant MV a perpetual, unlimited, royalty-free, worldwide, nonexclusive, irrevocable and transferrable license to run,

copy, reproduce, publish, communicate, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, alter, sublicense, export, host, make available or otherwise use your Content, alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments and hypertext links, by means of any technology, whether now known or hereafter to become known. You hereby represent that you have the right to grant the license stated above.

- 3.6. Linking your Account to Social Media. The Platform allows you to link your account to or to post on various third-party social medias or social-networking sites ("**Third-Party Site**"). If you choose to do so, you agree and acknowledge to bear all risks that could result from such linking. By linking your account or by posting Content to Third-Party Site, you hereby understand and acknowledge that MV has no control whatsoever on such Third-Party Site, and that it is your sole responsibility to ensure that you understand, agree and comply with such Third-Party Site's terms and conditions.
- 3.7. Content and closing of your Account. If you decide to close your account, which you can do at any time, all your Content will be permanently deleted, except as provided below. If you delete your account or if you delete Content from your account, such Content will no longer appear on the Platform for further sale or license, but will remain in the account of the Member who has purchased that Content. As for the membership granted by UPLOADER to any Member, such membership will terminate once it expires, and all Content related thereto will be fully deleted upon such expiration.
- 3.8. Prohibitions. You agree not to : (i) try to inhibit the sales or activity of another UPLOADER using the Platform; (ii) engage in any act that MV deems to be improper, or in conflict with the spirit or intent of the Platform; (iii) make inappropriate use of the Platform; (iv) use the Platform to engage in any form of harassment, prostitution, sex trafficking or other illegal or offensive behavior, or to post or share any defamatory, offensive, libelous or slanderous statements (v) attempt to gain any unauthorized use to the Platform, by any means other than the user interface provided by MV, including but not limited to, by circumventing or modifying, attempting to circumvent or modify any technology, device, security or software that is part of the Platform; (vi) disrupt, interfere, overburden, or assist in the disruption of the Platform or of our servers, this includes, but is not limited to, any type of attack, virus distribution, or other attempts to disrupt the Platform or any other person's use of the Platform; (vii) modify, reverse engineer, reverse assemble, decompile or hack into any software applications or related tools or utilities used by the Platform; or (viii) otherwise violate any applicable law or regulation, or encourage or enable such violation.
- 3.9. 2257 Regulations. You agree to provide us with valid 18 USC § 2257 Record Keeping Requirements (the "**2257 Regulations**") compliant documentation at the time of the registration of your account. This means you must provide us with a minimum of 1 to

2 valid IDs, one of which is a government photo ID. The other form of identification shall be an official document mentioning your legal name and address. The original records required pursuant to 18 U.S.C. Section 2257 and 28 C.F.R. 75 for materials contained in the Platform shall be kept safe by the appropriate Custodian of Records. Notwithstanding the foregoing or anything to the contrary, you understand and acknowledge that MV is not acting as a "producer" as defined by the 2257 Regulations, but you are required, and thus it is your responsibility, to create and maintain the records required of you by the 2257 Regulations, including those of other performers or models appearing in your Content. You shall continue to maintain originals of such records in the manner and for the duration of these TOS plus a term of 7 years or the length of time required by law (whichever is longer). At any time, and for any reason, MV may request a copy of your 2257 Regulations documentation. If you cannot provide us with the requested documentation, then your account could be terminated, and all earnings forfeited. Our 2257 Regulations policy can be found [here](#).

- 3.10. Reporting of Pornography Involving Minors. MV is committed to cooperate with any law-enforcement agency investigating child pornography, and to comply with any applicable law relating to the mandatory reporting of pornography involving minors. We request and encourage you to report any unlawful activities involving minors directly to us and to the authorities. Your report must include any appropriate evidence, including the identified content, as well as the time and date of identification. All reports will be taken seriously and immediately investigated.
- 3.11. DMCA. We support the protection of the intellectual property rights of copyright holders, and thus we will respond to notices of alleged copyright infringement made in accordance with our Digital Millennium Copyright Act ("**DMCA**") Notice and Takedown Policy, which can be found [here](#).
- 3.12. Section 230 Notice. You understand and acknowledge your responsibility to prevent minors under your care from accessing explicit, harmful or otherwise inappropriate material: you understand that no minor can have access to the Content, and you agree and warrant taking responsible measures to prevent them from doing so. Parental control protections (such as computer hardware, software, or filtering services) are commercially available and may assist you in limiting access to material that is explicit, harmful or otherwise inappropriate to minors. You are hereby informed that you can research such services on websites such as, but not limited to: <http://www.safesurfingkids.com/>, <http://www.safekids.com/internet-safety-organizations-sites/> and <http://www.safesearchkids.com/internet-safety-tips-for-kids/#.WR3-e2ffMbo>. Please note that we do not make any representation or endorsement regarding any products or information found on those third-party Websites, and recommend that you conduct your own due diligence before installing any online filter. Furthermore, you agree that it is your sole responsibility, at the total

exclusion of MV's, to keep any explicit, harmful or otherwise inappropriate material from being displayed, viewed or accessed to by minors.

#### **4. SERVICE FEES; PRICING; PAYMENTS**

- 4.1. Content Prices. Except if provided otherwise in the functionalities of the Platform, You have sole discretion on pricing your Content, the minimum price and the maximum price, however, must comply with MV's pricing policy then in effect, which can be found [here](#). Subject to the functionalities of the Platform, you may change your Content prices, subject always to MV's pricing policy, and remove any Content you own at any time, at your sole discretion.
- 4.2. Service Fees. You do not incur any costs for joining MV. Compensation to MV for your use of the Platform is calculated on the Net Proceeds made from your Content sold to Users. During the term of these TOS, MV will retain its service fees from the Net Proceeds on Content you sell to Users via the Platform, the whole pursuant to MV's pricing policy then in effect, which can be found [here](#). Such service fees are inclusive of any applicable taxes, such invoice to be received by UPLOADER concomitantly to her/his/its bi-monthly payment (as applicable), as provided in Section 4.4 below.
- 4.3. Tokens. Tokens are a feature made available to Members and can only be used as a gratuity offered as an acknowledgment of appreciation to UPLOADER in regard to Live streams Content only ("**Tokens**"). For more clarity, Tokens cannot be used as payment for Content, nor are required for Members to access the Platform or Content. When allocating Tokens, Members do it on their free will and are not to expect anything in return. MV will retain a certain percentage on Tokens received by UPLOADER, the whole pursuant to MV's Token packages and prices, which are subject to change from time to time. MV's Token packages and prices can be found [here](#).
- 4.4. Payment Schedule. Each month is divided into 2 remittance periods: the first remittance period being from the 1<sup>st</sup> to the 15<sup>th</sup> day of the month (inclusive), and the second remittance period being from the 16<sup>th</sup> to the last day of the month (inclusive). Days begin at 12 AM Universal Time Coordinated ("**UTC**") and end at 11:59 PM UTC. MV usually remits payment to UPLOADER within 7 days of the end of each remittance period and no later than within 28 days of the end of each such period, provided that the balance exceeds the minimum amount required for the payment method chosen. If the balance does not exceed the minimum amount required, the balance will carry forward to the following period, and so on. The minimum amount required is set at: (i) \$100 if payment made through Automated Clearing House (ACH); (ii) \$100 if payment made by check; (iii) \$50 if payment made through a payment solution as decided by MV from time to time, at its sole discretion); or (iv) \$250 if payment made through wire transfer.

- 4.5. UPLOADER Information. It is your responsibility to ensure that all of your payment information is complete and accurate to avoid any delays in the payment processing and to inform us of any issues which may arise with payments.
- 4.6. Taxes. It is UPLOADER's sole responsibility to remit any and all applicable sales taxes to the applicable tax authorities. Notwithstanding the foregoing, where legally required, MV may withhold the sale taxes and remit them directly to the concerned tax authorities. In such cases, no sale taxes will be paid to the UPLOADER. Notwithstanding anything to the contrary hereunder, UPLOADER hereby undertakes to hold harmless and to indemnify MV, its affiliates and its agents, from any claims made against them by third parties, including tax authorities, in regard of any sale taxes, or any withholding thereof, with respect to UPLOADER's Content purchased by, or licensed to Users. Notwithstanding anything to the contrary in these TOS, you agree and understand that you are solely responsible for the payment of all government, state, and local taxes, levies or any other similar fees.
- 4.7. Currency. All amounts referred to herein and all monetary transactions on the Platform are in US dollars (USD). When available, and at MV's sole discretion, payments may be made in the currency chosen by the UPLOADER, or the currency of its place of residence, in which case any currency conversions will be based on the then prevailing exchange rate of the bank or payment agency handling said payment to the UPLOADER.
- 4.8. Adjustments. As a general rule, MV does not issue refunds or cashback on Content purchased by Users. However, MV may, at its sole discretion, adjust or deduct from the amount to be remitted, or already remitted for payment, to UPLOADER for any reason, at any time, without prior notice. In the case where the payment has already been issued to UPLOADER, MV will deduct such adjustment from the following amount to be remitted to UPLOADER. The most common reasons for adjustments include, but are not limited to, customer refunds, fraud, corrupted Content or grossly misleading or mislabeled Content and technical errors.
- 4.9. Payout Adjustments. In the event of a remitting error such as an Uploader being paid twice by MV, an administration fee of \$15 will be deducted for re-issuing a new check and an administration fee of \$30 will be deducted for any cancellation of checks. UPLOADER hereby agrees that such administrative fees can be compensated by MV with any amount due to such Uploader, at MV's sole discretion.
- 4.10. Payout – closing of your account. If you decide to close your account, which you can do at any time, MV will apply compensation between the amounts owed by MV to you and the amounts owed by you to MV. More particularly, if you have sold membership(s) to any Member and you cancel your account while any membership is

still valid, MV will deduct the membership fees for the time left on these membership(s) from your remittance and/or tokens, on a prorated basis.

Tokens will be converted in USD in accordance with MV's Token packages and prices (see 4.3 above). With respect to remittance as per section 4.4 above, MV will remit your remaining balance in whole on the next planned remittance period, subject to the following.

Notwithstanding the foregoing, MV will not pay or attempt to pay UPLOADERS with a balance (after compensation) of less than \$20. By closing the account UPLOADER expressly and irrevocably waive and forever renounce to any and all balances of less than \$20 (after compensation) for that account. For sake of clarity, no balance will be reactivated or transferred for any reason whatsoever, including if UPLOADER decides to re-open a closed account or create a new one.

In the event that the balance (after compensation) in one account is more than \$20 USD MV will issue one (1) cheque in the name of UPLOADER. UPLOADER is responsible for ensuring that MV has the appropriate information and contact details to be able to remit and send the balance to UPLOADER by cheque. MV will send the cheque at the last address it had on file at the closing date of the account. Should the cheque be returned as undeliverable, MV will keep the balance for 3 years following the closure of that account, unless required to do otherwise by law. Unless prohibited by applicable law, UPLOADER will be deemed to have expressly and irrevocably waived and renounced to the balance owed by MV to UPLOADER three (3) years after the closing date of the said account.

## **5. MV'S RESPONSIBILITIES; DISCLAIMERS AND INDEMNIFICATION**

- 5.1. You understand that the Platform is an evolving technology and concept. For as long as MV continues to provide you with access to the Platform, the Platform may be updated, improved and expanded. As a result, we allow you to access the Platform as it may exist and be available on any given day and have no other obligations, except as expressly stated in these TOS. We may modify, replace, refuse access to, suspend or discontinue all or part of the Platform, for you only, some or all of our UPLOADERS and Users, in our sole discretion. All of these changes shall be effective upon their posting on the Platform or by direct communication to you unless otherwise noted.
- 5.2. As an intermediary service provider, MV has no obligation to monitor, regulate or police Content, however we reserve the right to do so. We further reserve the right to refuse, remove and/or discard any Content from the Platform, or to block your account in part or in whole, with or without notice if deemed by us to be contrary to these TOS.
- 5.3. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS , WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE. UPLOADER HEREBY AGREES TO ASSUME SOLE RESPONSIBILITY FOR ALL RISKS, CONSEQUENCES AND DAMAGES OF ANY KIND RESULTING FROM HER/HIS/ITS USE OF THE PLATFORM; INCLUDING, BUT NOT LIMITED TO, RISKS ASSOCIATED WITH THE PUBLICITY OF APPEARING ON THE PLATFORM, SUCH AS THE RISK OF RECORDING, PIRACY, SEXUAL HARASSMENT, DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY RIGHTS, UNAUTHORIZED DISSEMINATION, OR PUBLICITY OF THE CONTENT, OR THE PUBLICITY OF THE IDENTITY OF UPLOADERS, PERFORMERS OR MODELS APPEARING IN CONTENT, AND ANY RISKS ARISING FROM CONVERSATIONS AND/OR LIVE STREAMS BETWEEN UPLOADERS AND/OR USERS. MV PLEDGES TO DO ALL WITHIN ITS MEANS THAT IS REASONABLE AND LAWFUL TO REMOVE SUCH MATERIAL UPON THE WRITTEN REQUEST OF UPLOADER.

- 5.4. MV DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORM AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MV SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO PERFORM DUE TO UNFORESEEN CIRCUMSTANCES OR TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, FAILURE OF THE TELECOMMUNICATIONS OR INFORMATION SERVICES INFRASTRUCTURE, HACKING, SPAM, ANY FAILURE OF A COMPUTER, SERVER OR SOFTWARE (INCLUDING OPERATING SYSTEM), SERVER CHANGES OR UPGRADES, OR CHANGE OF SERVICE PROVIDERS, FOR SO LONG AS SUCH EVENT CONTINUES TO DELAY THE PLATFORM'S PERFORMANCE.
- 5.5. TO THE FULLEST EXTENT PERMITTED BY LAW, MV (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TOS OR THE PLATFORM ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL LOSSES RESULTING FROM ANY SUCH FAILURE WILL NOT BE COMPENSATED. UPLOADER FURTHER AGREES THAT IN THE EVENT THIS SECTION 5.4 OF THE TOS IS INVALIDATED, MV'S ENTIRE LIABILITY FOR ANY CLAIM FOR DAMAGES AGAINST MV ARISING OUT OF THESE TOS, WHETHER GROUNDED IN CONTRACT OR IN TORT, SHALL BE LIMITED TO LIQUIDATED DAMAGES IN THE AMOUNT OF USD\$100 AND NO MORE.

5.6. Indemnification. To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless MV and the Platform, the operator, its parent, subsidiary and affiliated corporations, their officers, directors, shareholders, employees and agents, server maintenance, independent contractors, telecommunication providers, agents and contributors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Platform; (ii) your violation or breach of any part of these TOS; (iii) your violation or breach of any third party rights, including without limitation any copyright, property, or privacy right; or (iv) any claim that all or any part of your Content caused damage to a third party. This defence and indemnification obligation will survive these TOS and your use of the Platform. You also agree to defend, indemnify and hold harmless MV defend and indemnify us should any third party be harmed by your illegal actions or should we be obligated to defend any claims including without limitation, any criminal action brought by any party. You agree to indemnify and hold us harmless from any liability that may arise from someone viewing your Content. We will promptly notify you of any such claim or suit, as the case may be, and we may decide at our sole discretion to cooperate (at your expense) in the defence of such claim or suit. We reserve the right to participate in the defence of such claim or defence at our own expense, and choose our own legal counsel, but are not obligated to do so. You understand and accept that no communication between you and other UPLOADERS or Users of the Platform is private including but not limited to Live streams and live chats. You hereby specifically release us and all other UPLOADERS or Users of the Platform from any liability for invasion of privacy, defamation, publicity, false light, and related torts, in the event that your communications or profile are made public. Nothing contained in this section is intended to limit the scope of releases and/or indemnification contained elsewhere in these TOS.

## **6. UPLOADERS' REPRESENTATIONS AND WARRANTIES**

6.1. Representations and Warranties. As a material inducement for MV to enter into these TOS, UPLOADER represents and warrants:

6.1.1. That UPLOADER is of sound mind and body, acting of her/his/its own free will and fully understands the terms and conditions of these TOS, their legal implications;

6.1.2. That UPLOADER IS AT LEAST 18-YEAR-OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU RESIDE at the time you first access the Platform, at the time you create your MV's UPLOADER account;

6.1.3. That UPLOADER owns all rights, and title and interest in the Content sufficient to lawfully and fully Broadcast, license or sell the Content

through the Platform, and such Content shall not infringe, violate or misappropriate any third party's rights of any kind, including, without limitation any contract, copyright, trademark right, right of publicity, right of privacy, any rights in name, likeness, voice or persona, or any similar rights. UPLOADER warrants and represent that she/he/it has acquired all necessary written consent, license, release, permission or authorization of all identifiable person participating or depicted in the Content;

- 6.1.4. That UPLOADER has, and at all times during the term of these TOS shall continue to have, the full right of authority to Broadcast, licence and sell her/his/its Content as set forth in these TOS, and to perform all other obligations, warranties and indemnifications set forth in these TOS. UPLOADER is solely responsible for her/his/its submission of Content;
- 6.1.5. All Content is made of lawful material and that the person depicted in each all Content is an adult (over the age of 18 years or over the age of 21 years in places where the age of majority is not 18 years) at the time they first participated in the creation of the subject piece of Content in which they are depicted and that they validly and legally consented to appearing in the Content. Furthermore, UPLOADER represents and warrants that all persons whose voice or image appears in the Content is duly registered with MV and has had its identity verified by MV
- 6.1.6. UPLOADER has researched, understands, and will comply with all laws and legal restrictions in effect in the jurisdiction where UPLOADER resides (and when relevant, where any other UPLOADER or User resides), particularly dealing with matters including, but not limited to, obscenity, material harmful to minors, and the creation of sexually explicit content and associated record-keeping requirements, import and export control laws, false advertising, privacy and personal information protection, anti-discrimination, intellectual property, illegal business solicitation, and restrictions on unsolicited commercial messages. You may not use the Platform to solicit any information that might be used for unlawful purposes, or to carry out or to encourage unlawful activities or activities which would infringe these T&C;
- 6.1.7. That UPLOADER is solely responsible to obtain and maintain all applicable consents, licenses and permits required to Broadcast, licence and sell Content through the Platform. Without limiting the foregoing, you agree not to Broadcast from public places or other places that you are forbidden to broadcast from pursuant to your local laws and community standards, you also agree to edit or blur out any recognizable brands or marks as well as any individuals not part of the Content, if any;

- 6.1.8. That the following acts, actual and/or simulated, are prohibited under these TOS and are forbidden in connection with the Broadcast of Content Broadcast by UPLOADER and shall not be present in any of the Content Broadcast by UPLOADER at any time: (i) any portrayal of an individual that suggest or imply that such individual is under the age of 18 years of age (or under the age of 21 years in places where the age of majority is not 18 years); (ii) any presentation or representation of minors engaged in intimate physical conduct or sexual situations, including but not limited to lewd nude depictions, masturbation or sexual conduct, actual or depicted; (iii) actual or simulated presentation or representation of any kind in violation of these TOS, including any Content violating the Platform Rules, such as, but not limited to, illegal or unsafe activities; bestiality; fisting; urination/defecation (golden/brown showers or enemas); incest; necrophilia; torture; extreme violence; physical injury; rape; genital mutilation; genital insertion of objects or devices other than therapeutic sex aids, such as dildos, vibrators, etc.; sleeping on camera; performing while intoxicated; any presentation or representation of illegal drugs; (iv) any Content or products displaying any third party trademark or copyright or embodying any third party trade dress or any matter which is disparaging, demeaning or otherwise damaging to any product, person, or entity, or any rights pertaining thereto;
- 6.1.9. In addition to 6.1.6 and 6.1.7 and without limiting the generality of these TOS, the following acts, actual and/or simulated, are prohibited under these TOS and are forbidden in connection with Live streams or any interaction with Users : (i) impersonate anyone; (ii) request money or another form of consideration from Users; (iii) harass, defame, threat, use excessive language or be verbally abusive; (iv) depict or share any Content that MV may deem contrary to the present TOS; (v) Broadcasting from a public place or create the impression that UPLOADER is broadcasting from a public place; (vi) use Users' information to provide live sessions or receive payments outside of the Platform; (vii) use or solicit information that might be used for unlawful purposes or encourage unlawful activities; (viii) post or share information about other Users; (ix) disrupt the flow of a live chat; or (x) record Live streams or live chats;
- 6.1.10. That all Content is fully compliant with all requirements set forth in the 2257 Regulations (or to any similar applicable legislation) including, but not limited to, that UPLOADER possesses and maintains age verification documentation in a form acceptable to MV and that UPLOADER has implemented and maintains a "Custodian of Records" as defined in the 2257 Regulations;

- 6.1.11. That UPLOADER will endeavour to fulfill Users' orders, in a timely fashion, and matching the order's description as accepted. You have the ability to decline any order, at your sole discretion. Failure to deliver any order as accepted may result in User requesting for a refund or cancellation;
- 6.1.12. That UPLOADER, and as long as such UPLOADER has an open account with MV, and for a 3-month period after closing such account, shall not divert or attempt to divert, any business of, or any other UPLOADERS or Users of MV to any competitor Website, by direct or indirect inducement or otherwise; and
- 6.1.13. That UPLOADER or any of UPLOADER's associates, employees, employers, agents and affiliates shall NOT, under any circumstances, solicit from any User or agree to any in-person encounters, any personal or private information including, but not limited to, User's real names, addresses, email addresses, social media accounts, accounts, billing or payment information, and usernames or passwords, nor use the User in any way for unfair personal gain or benefit.
- 6.1.14. That UPLOADER shall not misrepresent any of the services provided by MV through the Platform, nor make any false or misleading statement to anyone about the service offered by MV through the Platform or pursuant to these TOS.
- 6.1.15. That UPLOADER is solely responsible for complying with all applicable laws and regulations in the jurisdiction where you reside as well as all laws and regulations applicable to the Platform, and applicable to your use of the Platform. At all time, you represent that you will comply with all additional terms, guidelines, or policies enacted by MV.

## **7. TERM AND TERMINATION**

- 7.1. These TOS shall be effective as of the date you start to use the Platform and remain in effect as long as you still use the Platform. You can choose to close your account at any time, at your sole discretion.
- 7.2. MV reserves the right to terminate these TOS your account at any time, for any reason, with or without cause. If we terminate these TOS with cause, for example because you are in violation or breach of these TOS, you agree and understand that any amount due to you by us will be forfeited.
- 7.3. Notwithstanding anything to the contrary, all rights granted by UPLOADER to MV during the term of these TOS shall survive the termination of these TOS by either party.

## **8. TRADEMARKS, SERVICES MARKS, TRADE NAMES, TRADE DRESS AND LOGOS**

The trademarks, services marks, trade names, trade dress and logos ("Marks") contained or described on the Platform and any Marks associated with any products available on the Platform are the sole property of MV and/or its licensors and may not be copied, imitated or otherwise used, in whole or in part, without MV's prior written authorization and/or its licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of MV and may not be copied, imitated or otherwise used, in whole or in part, without MV's prior written authorization of. MV will enforce its intellectual property rights to the fullest extent of the law.

## **9. CONFIDENTIAL INFORMATION; NON-CIRCUMVENTION**

- 9.1. Confidentiality. During the term of these TOS and for a period of 10 years after the termination thereof, each party shall preserve and protect confidentiality of any proprietary information, and all physical and digital forms thereof that has been disclosed by one party to the other party during the term of these TOS. Proprietary information of MV includes, but is not limited to, the following aspects of MV: its Platform Websites, software, employees, customers, affiliates, and service providers; intellectual property, functions, features, options, preferences, programming code, style, colours, layouts, "look and feel", costs, profitability, statistics, data, and any other information in any way relating to MV or how MV conducts business. UPLOADER agrees that the liquidated and conclusive amount of damages from any breach of UPLOADER's duties imposed by this confidentiality agreement will be USD\$50,000 per action.
- 9.2. Non-circumvention. During the term of these TOS and for a period of 3 years after the termination thereof, UPLOADER agrees that neither UPLOADER nor any person under control or authority of UPLOADER shall, directly or indirectly : (i) circumvent or attempt to circumvent MV to form or attempt to form any business relationship with any of MV's employees, affiliates, or sub-licensees, or that harms, injures or diminishes MV and/or the benefits that MV might reasonably expect to enjoy pursuant to the rights granted to MV in these TOS; or (ii) own, maintain, engage in, participate or have an interest in any enterprise, other than MV, carrying on activities similar to the Platform. UPLOADER agrees that the liquidated and conclusive amount of damages from any breach of UPLOADER's duties imposed by this non-circumvention agreement will be fifty thousand dollars (USD\$50,000) per action.

## **10. EXTERNAL LINKS**

Subject to these TOS, UPLOADERS may provide external hyperlinks to promote their Content, including without limitation ads or promotions, to other sites or platforms operated by third parties provided that these sites or platforms have terms of services that are generally similar to the present TOS and do not promote, advertise or facilitate prostitution in any manner. MV reserves the right to immediately cancel your account should it suspect non-compliance with the present section. MV has no control over such websites and is not responsible for their content, privacy policies, or for the collection,

use or disclosure of any information those sites may collect.

## 11. MV COMMUNITY HOTLINE

- 11.1. If you or someone you know is having thoughts of suicide, is in distress or simply needs to be listened to, **HELP IS AVAILABLE!** Do not hesitate to reach out to us, we really are here to listen and to help you. Our MV Community Hotline is free and confidential.
- 11.2. Call us at 1-888-350-3051, or if you are more comfortable with chatting, Web-based hotline can also be accessed for free: <https://www.manyvids.com/MV-hotline/>
- 11.3. Our MV Community Hotline is available during our regular business hours: if you try to reach out outside of business hours, our dedicated team will call/write you back rapidly. Please note that for now, our MV Community Hotline is only available in English.
- 11.4. Our MV Community Hotline is confidential, non-judgmental and dedicated. All our skilled agents are bound to secrecy with regard to all confidential information they receive. Any data or information provided to our agents is held in confidence and, when necessary, shared with their direct supervisors (such agents and such supervisors, collectively the “**Receiving Party**”). The Receiving Party will not release any of your disclosed information without your expressed and voluntary consent, except as required by law, which includes but is not limited to, disclosures compelled by law, subpoena, government regulation or court order, or in cases where child maltreatment or homicidal intent is indicated (for example, simply saying "I want to kill this person" does not necessarily indicate homicidal intent). In these rare cases, the Receiving Party will inform you of this necessity and work with you to develop a safety plan. Our agents are here to help you at the best of their knowledge and with the information you are willing to provide them with.
- 11.5. If you or someone you know is having immediate thoughts of self-harm, suicide or harm to others, immediately call 911 or go to the nearest emergency room. Information and support provided through our MV Community Hotline is not meant to replace consultation with your qualified health care provider. We encourage you to also seek help with your local health care professional(s).
- 11.6. NEITHER MV NOR ANY OF ITS AGENTS ACCEPTS ANY LIABILITY ARISING FROM YOUR USE OF OUR MV COMMUNITY HOTLINE. YOU AGREE TO HOLD MV AND MV'S AGENTS HARMLESS FROM ALL CLAIMS ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE OUR MV COMMUNITY HOTLINE.

## 12. MISCELLANEOUS

- 12.1. Notices. UPLOADER may serve official notices to MV by sending an e-mail to: [help@manyvids.com](mailto:help@manyvids.com). MV may serve official notices to UPLOADER by sending an e-mail to the e-mail address on the UPLOADER's account. MV may also serve official notices to UPLOADER through information posted on "notification" or "messaging" sections of the Platform. It is your responsibility to monitor and review the "notification" or "messaging" sections of your account. All notices shall be legally binding upon receipt.
- 12.2. Jurisdiction and Applicable Law. These TOS shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, and the application of the *United Nations Convention of Contracts for the International Sale of Goods* is expressly excluded. The parties irrevocably agree that the courts of Montreal, Quebec shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these TOS or its subject matter or formation (including non-contractual disputes or claims).
- 12.3. Language. If these TOS are translated into any other language, it will be for information purposes only and the English language will prevail in the event of any conflict between the translated version and the English-language version.
- 12.4. Entire Agreement. These TOS set forth the entire agreement between the parties and supersedes all other written or oral agreements. If any provision of these TOS is held invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remaining provisions of these TOS.
- 12.5. No Assignment. These TOS, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.
- 12.6. No Other Limitations. Nothing herein shall be construed to limit or prevent either party's abilities to conduct their respective business with respect to matters not specifically addressed under these TOS.
- 12.7. If you have any questions or complaints regarding these TOS or the Platform, please contact us at [help@manyvids.com](mailto:help@manyvids.com).