



TERMS OF SERVICES FOR UPLOADERS

Last updated: July 27, 2017

MVVERSE Inc. and its affiliates or assigns operates and manages the Website platform accessible at <https://www.manyvids.com/>, including all its subdomains, where independent content uploaders can upload, publish, share and sell their original videos, services or other tangible goods to users, and where uploaders and users can interact.

YOU MUST BE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE TO AGREE TO THESE TERMS OF SERVICES. USE OF THE PLATFORM IS VOID WHERE PROHIBITED BY LAW.

Please read the following terms of services (hereinafter referred to as "**TOS**") as they form the legal contract between MVVERSE Inc. (hereinafter referred to as "**MV**") and YOU (hereafter referred to as "**UPLOADER**" or "**you**"). If you do not agree to all of these TOS, including our Privacy Policy as well as the Terms and Conditions of the Platform (as defined below) as well as all other MV's specific rules that can be found here, including, but without limitation, "Rules", "Forbidden Words", "DMCA", and "Record Keeping Requirements", which shall form an integral part of the TOS as if they were recited at length herein, you may not use the Platform 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 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 DON'T AGREE WITH THESE TOS, OR IF YOU DON'T 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 meanings:

- 1.1. "**2257 Regulations**" shall have the meaning ascribed to such term in Section 3.8 herein;
- 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), such as pictures, videos and other materials, including but not limited to, text, images, graphics, data, audio, messages, comments, memberships and tangible goods provided, sold, offered or posted by UPLOADERS or Members onto the Platform from time to time;
- 1.3. "**DMCA**" shall have the meaning ascribed to such term in Section 3.10 herein;

- 1.4. "**Licence**" shall have the meaning ascribed to such term in Section 2.22.2 herein;
- 1.5. "**Member(s)**" shall mean the registered individuals using the Platform for their personal needs, also called "MV Member(s)", at the exclusion of UPLOADERS. For more clarity, all Members are Users, but not all Users are Members;
- 1.6. "**MV**", as well as all first-person pronouns (such as "**we**", "**us**" "**our**", "**ours**"), shall refer to MVVERSE Inc., a company with a place of business at 151, Atwater Street, PO Box 72182, Montreal, Province of Quebec, H3J 1N5. MV operates and manages the Platform, and acts as an intermediary between UPLOADERS using the Platform to upload, publish, share and sell their Content, and the Users using such Platform to view or post Content, as well as to permit UPLOADERS and Members to interact;
- 1.7. "**Net Proceeds**" shall mean the amount of money charged to a given User of the Platform 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;
- 1.8. "**Platform**" shall refer to a hosting service operated and managed by MV, available at <https://www.manyvids.com/> (and including all its subdomains, any predecessor or successor domain or URL), where UPLOADERS can upload, publish, share, license and sell their Content using the tools and features provided by such Platform, as well as Users using such Platform can view and post Content, and where UPLOADERS and Members can interact;
- 1.9. "**Third-Party Site**" shall have the meaning ascribed to such term in Section 3.5 herein;
- 1.10. "**Token**" shall have the meaning ascribed to such term in Section 4.3 herein;
- 1.11. "**TOS**" means collectively these Terms of Service, including our [Privacy Policy](#) as well as the [Terms and Conditions](#) of the Platform, as well as all other MV's specific rules that can be found [here](#), including, but without limitation, "Rules", "Forbidden Words", "DMCA", and "Record Keeping Requirements", and all instruments and assurances in amendment or confirmation of them. Our Privacy Policy, the Terms and Conditions of the Platform and MV's specific rules shall form an integral part of these TOS as if they were recited at length herein; "**hereof**", "**herein**", "**hereto**" and "**hereunder**" and similar expressions mean and refer to these TOS;
- 1.12. "**UPLOADER(S)**", as well as all second-person pronouns (such as "**you**", "**your**", "**yours**") shall refer to the models, performers and other content producers or studios, registered as such with MV, and uploading their original Content onto the Platform for private use by the Users; and
- 1.13. "**User(s)**" shall mean the individuals using the Platform for their personal needs, 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 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 compliance with all these T&C, 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 upload, publish, license and sell your Content, conditional to the payment of a service fee, as well as to interact with Members. 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.
- 2.4. You agree and represent that you are AT LEAST 18-YEAR-OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE at the time that you create your MV's UPLOADER account.
- 2.5. You agree and represent to only upload Content that is original, and that you are the owner thereof, or duly authorized to upload, publish, license and sell. Furthermore, any Content uploaded onto the Platform shall also be compliant with the Terms and Conditions of the Platform applicable to Users; thus you agree and represent to only upload Content in compliance with such Terms and Conditions. We reserve the undisputed right to remove any non-compliant uploaded Content at any time, without prior notice to you. It is your responsibility to read and understand the Terms and Conditions of the Platform.
- 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 provided by UPLOADER through the Platform.

3. ACCOUNT REGISTRATION

- 3.1. Registration. In order to access the Platform as an UPLOADER and to upload, publish, 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 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 breach of security, including without limitation any loss, theft, or unauthorized access or disclosure of the login information, you must immediately notify us and modify your login information. You are solely responsible for maintaining the confidentiality of the 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 settings at any time through the Platform, including your profile picture and general preferences, as well as your notification preferences.
- 3.4. Content Uploaded on Your Account. You are solely responsible for all Content uploaded via your account, including any personalization made to your profile and any posting on your wall. You must evaluate, and bear all risks associated with your use of the Platform and your Content. You will not upload Content that could be deemed illegal, involving 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 upload 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 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 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. Linking your Account to Social Media. The Platform permits you to link your account to or to post on various third-party social media or social-networking sites or apps ("**Third-Party Site**"). If you choose to do so, you agree and acknowledge bearing 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.
- 3.6. Closing 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 of the Platform, such membership will be fully terminated once they expired, and all Content related thereto will be fully deleted upon such expiration.
- 3.7. 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) attempt to gain any unauthorized use of 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; (v) 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; (vi) modify, reverse engineer, reverse assemble, decompile or hack into any software applications or related tools or utilities used by the Platform; or (vii) otherwise violate any applicable law or regulation, or encourage or enable such violation.
- 3.8. 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 valid 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](#).

- 3.9. 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 encourage you to report any such unlawful activities involving minors to the authorities
- 3.10. DMCA. Since the Platform is based in the United States of America, we respect the intellectual property rights of copyright holders, and thus will comply with the Notice and Takedown provisions of the Digital Millennium Copyright Act ("**DMCA**"). Our DMCA Notice and Takedown Policy can be found [here](#).
- 3.11. 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 Content, and you agree and warrant taking responsible measure 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 at 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

- 4.1. Content Prices. You have sole discretion on how you price your Content, the minimum price and the maximum price, however, should respect MV's pricing policy then in effect, which can be found [here](#). 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 on your Content sold to Users. During the term of these TOS, MV will retain a part of 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, and such taxes will be indicated on MV's invoice to UPLOADER, 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 presented as an acknowledgment of appreciation to UPLOADER in regard to live stream Content only ("**Tokens**"). For more clarity, Tokens are not to be used as payment for Content or services rendered, 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 of 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 in the Takeover FAQs.
- 4.4. **Payment Schedule.** Each month is divided into 2 remittance periods: the first remittance period being from the 1st to the 15th day of the month (inclusive), and the second remittance period being from the 16th 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; \$50 if payment made through the payment solution *Payoneer*; or (iv) \$250 if payment made through wire transfer. Notwithstanding the foregoing, should you wish to close down your account, we will remit your remaining balance in whole on the next planned remittance period, however, a minimum balance of \$20 is required, and MV, at its sole discretion, will decide the method of payment for such last remittance.
- 4.5. **UPLOADER Information.** You understand that it is your responsibility to ensure that all required 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.
- 4.7. **Currency.** All amounts referred 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.

5. MV'S RESPONSIBILITIES; LIMITATION OF WARRANTIES AND LIABILITY

- 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 the Platform, for all or part of it, for you only 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 the Content, however we reserve the right to do so. We further reserve the right to withhold, remove and/or discard any Content made available as part of your account, 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. SUBJECT TO APPLICABLE LAW, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE 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 INTERACTION AND ASSOCIATION WITH THE PLATFORM OR MV; 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 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 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.

6. UPLOADERS' RESPONSIBILITIES 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 own free will and fully understands the terms and conditions of these TOS, their legal implications and is legally able to execute this contract;
- 6.1.2. That UPLOADER owns all rights and title and interest in the Content sufficient to lawfully and fully upload, publish, 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;

- 6.1.3. That UPLOADER has, and at all times during the term of these TOS shall continue to have, the full right of authority to upload, publish 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. The UPLOADER is solely responsible for her/his/its submission;
- 6.1.4. That each piece of Content comprises lawful material and that the person depicted in each piece of 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;
- 6.1.5. That UPLOADER has researched, understands, and will comply with all laws and legal restrictions in effect in the location UPLOADER 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;
- 6.1.6. That UPLOADER is solely responsible to obtain and maintain all applicable consents, licenses and permits required to the operation of her/his/its activities and business related to her/his/its use of the Platform;
- 6.1.7. That the following acts, actual and/or simulated, are prohibited under these TOS and are forbidden in connection with the Content uploaded by UPLOADER and shall not be present in any of the Content uploaded 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 Rules of the Platform, such as, but not limited to, bestiality; fisting; urination/defecation (golden/brown showers or enemas); incest; necrophilia; torture; physical injury; rape; genital mutilation; genital insertion of objects or devices other than therapeutic sex aids, such as dildos, vibrators, etc.; (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;

- 6.1.8. That all pieces of Content are 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;
 - 6.1.9. 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;
 - 6.1.10. 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
 - 6.1.11. That UPLOADER or any of UPLOADER's associates, employees, employers, agents and affiliates shall NOT, under any circumstances, solicit from any User 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.
- 6.2. No Misrepresentation. You understand and represent that you 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.
- 6.3. License on your Content. By using the Platform, you retain all control and all of your legitimate ownership rights in your Content, and Users are granted nothing more than the right to view 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.
- 6.4. Compliance with Law. You agree and understand that you are solely responsible for following all applicable laws and regulations in your location 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. 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.

6.5. 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 right, 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 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 will cooperate fully (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. 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.

7. TERM AND TERMINATION

7.1. These TOS shall be effective as of the date you started 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 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 AND SERVICE MARKS

8.1. "MANYVIDS.COM", "MV Girls", "MV Studios", "MV Members", "MV", "MV Stars", "MV Boys", "MV Trans", "MV Producers" and "MV Merchants" are registered trademarks or service marks of MV or its affiliates, or used by MV under license. All rights are reserved. Nothing herein shall be construed as a grant or assignment of any rights in any intellectual property owned by MV, including, without limitation, any of its current

and future trademarks or service marks. No use of these marks shall be permitted except through the prior written authorization and permission of MV.

9. CONFIDENTIAL INFORMATION; TRADE SECRETS; 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. MISCELLANEOUS

- 10.1. Notices. UPLOADER may serve official notices to MV by sending an e-mail to the following e-mail address: 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 in "notification" or "messaging" sections within the administrative areas of the Platform accessed by UPLOADER. It is the responsibility of UPLOADER to monitor and review the "notification" or "messaging" sections. All notices shall be legally binding upon receipt.
- 10.2. 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).
- 10.3. 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.

- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

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