

## Terms for Uploaders

### Terms of Service for Uploaders

(last updated July 2024)

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 and tangible goods and offer services, such as live streams or live chats, to users. The Platform provides explicit adult entertainment and is only open to consenting adults.

**UPLOADER 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 INDIVIDUALS APPEAR ON THE PLATFORM AND WE WILL REPORT ANY UNLAWFUL ACTIVITIES.**

These terms of services (hereinafter referred to as “TOS”), including our [Privacy Policy](#) and all of MV’s rules, such as “Upload Rules”, “Content Rules”, “MV Trust & Safety”, “Forbidden Words”, “Billing”, and “Record Keeping Requirements”, found [here](#) (the “**Platform Rules**”) form the binding contract between MV and UPLOADER. If UPLOADER does 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, UPLOADER may not use the Platform and should not proceed to create an account or otherwise use the Platform. By using the Platform, UPLOADER is demonstrating willingness and confirming 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. UPLOADER agrees that all changes to the TOS are effective and enforceable upon posting. Further, UPLOADER agrees and understands that it is the responsibility to be knowledgeable and to periodically review all of these TOS to see if anything has changed. MV will not be liable for UPLOADER's neglect of legal rights.

**IF UPLOADER DOES NOT AGREE WITH THESE TOS, OR IF UPLOADER DOES NOT AGREE WITH ANY REVISED TOS, UPLOADER SHOULD 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 "**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;

1.2 **"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-way camera sessions;

1.3 **"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 clarity, all Members are Users but not all Users are Members;

1.4 **"MV"**, as well as all first-person pronouns (such as "we", "us", "our", "ours"), shall refer to MVVERSE Inc., 4815 Van Horne St., Montreal, Quebec, H3W1J0, PO Box: 63527, Canada, and/or its affiliates or assigns. MV operates and manages the Platform and acts as an intermediary between UPLOADERS and Users using the Platform and permits UPLOADERS and Members to interact on the Platform;

1.5 **"Net Proceeds"** shall mean the amount of money charged to a given User for accessing Content, minus any refunds, charge-backs, other similar reimbursement made on such Content licensed or sold, as well as any loss due to fraudulent activity;

1.5 **"Net Proceeds"** shall mean the amount of money charged to a given User for accessing Content, minus any refunds, charge-backs, other similar reimbursement made on such Content licensed or sold, as well as any loss due to fraudulent activity;

1.6 **"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 and any predecessor or successor domain or URL), where UPLOADERS can Upload, license, and sell their Content using the tools and features provided by such Platform, where Users using the Platform can view and post Content (except certain types of Content), and where UPLOADERS and Members can interact online;

1.7 **"TOS"** 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", "hereunder", and similar expressions mean and refer to these TOS;

1.8 **"Upload"** shall encompass upload, publish, broadcast, share, and offer Content, including Live Streams;

1.9 **"UPLOADER(S)"**, as well as all second-person pronouns, shall refer to the independent 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

1.10 "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 UPLOADER's rights and responsibilities in connection with the Platform and are a binding contract between UPLOADER and us (and not between UPLOADER and any of the Users or us and any of the Users). We encourage UPLOADER to read them carefully and periodically.

2.2 Subject to Section 4.2, and subject to UPLOADER's compliance with all of these TOS, MV hereby grants UPLOADER 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 provides UPLOADER the ability to Upload, license, and sell Content (including videos, pictures, store items, services, and subscriptions), as well as to interact online with Members and offer Live Streams. All Content accessible or sold through the Platform is to be accessed or sold to Users for private use only. UPLOADER understands and agrees that, as a service provider, MV is only acting as an intermediary and shall not be held responsible for activities engaged by UPLOADER through the Platform. MV does not endorse any Content or submission and expressly disclaims any and all liability in connection with Content or submissions. UPLOADER should use the Platform in accordance with local laws and community standards; the Platform may not be accessed or used where prohibited by law.

2.4 UPLOADER agrees and understands that MV cannot ensure the security or privacy of information provided through the Internet and the Platform. We strongly condemn any form of interaction between Users and UPLOADERS outside of the Platform. Any information UPLOADER chooses to share is UPLOADER's sole responsibility and is done at UPLOADER's own risk. Using the Platform for unlawful or illegal activities is prohibited. UPLOADER agrees to take precautions when interacting online with Users and other UPLOADERS. UPLOADER also understands that we don't conduct any prior verification or criminal record checks on our Users or UPLOADERS, and we make no statement regarding their behavior. Thus, UPLOADER agrees to remain vigilant when interacting on the Platform.

2.5 UPLOADER agrees and represents to only Upload Content that is original and that UPLOADER owns or is authorized to Upload, and for which UPLOADER possesses exclusive distribution and sale rights. Content under non-exclusive third-party licenses, even if granting monetization rights, is strictly prohibited on MV. This policy ensures content integrity and avoids potential rights disputes. Breaching this policy can lead to immediate actions, including content removal or account suspension. Always verify licensing terms and rights before uploading. Moreover, any Content uploaded on the Platform must comply with MV's Upload Rules. We reserve the right to remove non-compliant uploaded Content anytime, without prior notice.

2.6 For these TOS, an UPLOADER is purely an independent contractor. At no point should UPLOADER be viewed as an employee, agent, or partner of MV. UPLOADER acknowledges that

nothing in these TOS implies any agency, employment, joint venture, or partnership between UPLOADER and MV. Additionally, UPLOADER acknowledges that MV doesn't directly or indirectly control the monitoring, approval, or review of UPLOADER's uploaded Content. UPLOADER understands that Live Streams might be monitored or recorded by MV per its Privacy Policy. Review our Privacy Policy.

### 3. UPLOADER ACCOUNT

**3.1 Registration.** In order to access the Platform as an UPLOADER and to Upload, license, and sell UPLOADER's Content, UPLOADER must first register by creating an account. UPLOADER will have to choose a username, which must be unique, not offensive to others, and not in violation of a third party's intellectual property. Then, UPLOADER will be asked to complete the registration by filling out an online registration form that includes UPLOADER's legal name and date of birth. UPLOADER will also be asked to provide governmental issued identification cards. Once MV has received the registration form duly completed, MV reserves the right to contact UPLOADER for validation and/or to obtain additional information. MV reserves the right to decline any account registration for any reason.

**3.2 Confidentiality of UPLOADER's Account.** UPLOADER agrees and represents not to share the account or login information, let anyone else access the account, or do anything else that might jeopardize the security of the account. If UPLOADER becomes aware of or suspects any security breach, UPLOADER must immediately notify MV and modify the login information. UPLOADER is solely responsible for maintaining the confidentiality of the login information and will be responsible for all uses, including Uploads. MV is not liable for any unauthorized use of the account. In brief, UPLOADER is responsible for anything that happens through the account.

#### 3.3 Content Responsibility and Restrictions

**3.3.1 UPLOADER's Accountability:** UPLOADER is solely responsible for all Content they upload, ensuring compliance with all guidelines, and bearing associated risks with their use of the Platform.

**3.3.2 Multiple Performers in Content:** When your Content features multiple performers, you must ensure the following:

- i. **Legal Compliance and Rights Protection:** The Content must not violate, these Terms of Service, any applicable laws or infringe upon the rights of others.
- ii. **Consent and Release:** You must have obtained the consent and release for every individual appearing in your Content.
- iii. **Age Verification:**
  - You must verify that each individual appearing in your Content was at least eighteen (18) years of age at the time of production.
  - You are required to collect, examine, and maintain sufficient records of this age verification.

iv. **Proof:**

**Subject to MV's Privacy Policy:**

- MV reserves the right to request proof of such age verification, consent and release at any time.
- Failure to provide proof of age verification upon request may result in the removal of the Content from the platform.

By uploading Content featuring multiple performers, you agree to adhere to these requirements and understand that non-compliance may result in penalties, including but not limited to, the removal of your Content from the platform.

**3.3.2.1 Right to Be Forgotten for Multiple Performers:** In compliance with privacy laws, including but not limited to the GDPR, and Quebec Law 25, and MV's Privacy policy the following terms apply to videos featuring multiple performers:

- Right to Be Forgotten Requests:** If any performer appearing in a video requests the right to be forgotten, we are legally obliged to assess and take appropriate actions to ensure compliance with applicable privacy laws.
- Assessment and Action:** Upon receiving such a request, we will evaluate its validity and, if the request is justified, take the necessary steps to remove the performer's personal data. This includes the deletion of videos and pictures where the performer is identifiable.
- Video and Data Deletion:** We reserve the right to take down the specific video from our database and delete all other identifiable personal data related to the requesting performer. This action will be taken solely for the specific video(s) and will not affect the primary producer's complete account.
- Jurisdiction:** These actions will be carried out in jurisdictions where such rights are recognized under privacy laws, including but not limited to the European Union (GDPR) and Quebec (Law 25).
- Notification:** The primary producer will be notified of the request and the actions taken in response to the secondary performer's request for data erasure.

By uploading content featuring multiple performers, you agree to these terms and acknowledge our obligation to comply with applicable privacy laws regarding data erasure requests.

**3.3.3 Content Restrictions:** UPLOADER agrees not to upload any content that is illegal, depicts minors, or is prohibited by MV. All content must adhere to MV's Upload Rules and Trust & Safety guidelines. Further, content must not infringe on third-party intellectual property rights or individual privacy. This extends to copyrighted background music or video, which must either be royalty-free or have paid applicable royalties. UPLOADER must secure and warrant the express consent of anyone depicted in the content they upload.

**3.3.3.1 Prohibited Activities:** UPLOADER agrees not to:

- (i) Inhibit the sales or activity of another UPLOADER on the Platform.
- (ii) Engage in any act deemed by MV as conflicting with the spirit or intent of the Platform.
- (iii) Misuse the Platform in any manner.
- (iv) Use the Platform for harassment, prostitution, sex trafficking, or any illegal/offensive behavior; or to post/share defamatory or slanderous statements.
- (v) Attempt unauthorized access to the Platform, including bypassing or trying to bypass any technology or security of the Platform.
- (vi) Disrupt or interfere with the Platform or our servers; or assist in such disruption.
- (vii) Modify or hack into any software applications or tools used by the Platform.
- (viii) Sell or promote prohibited items on the Platform (refer to Section 6.14).
- (ix) Violate any law or regulation or encourage or enable such violation.

**3.3.4 Visibility and Searchability:** UPLOADER's profile and uploaded content might be searchable within the Platform, and by third-party search engines or archives. If UPLOADER desires removal of any content from these public databases, it is their responsibility to initiate and manage such requests.

**3.3.5 Shared Access and Waiver:** If UPLOADER shares their account or login credentials with another uploader under a separate agreement, they waive any claims or damages stemming from that sharing. UPLOADER agrees to defend, indemnify, and hold MV harmless from any resulting claims or damages. UPLOADER assumes all responsibility for activities on their account and any payment directions given to MV under such agreements. If UPLOADER directs MV to make payments to another party, they cannot hold MV accountable once the payment has been made. UPLOADER must notify MV in writing if such an agreement terminates.

**3.3.6 Content Production Date Limitation:** MV will not accept content produced before July 3, 1995, due to the absence of standardized age verification and consent documentation before this date. Submitting content from before this date breaches these terms and may lead to actions including removal of the content, suspension, or account termination. UPLOADER is responsible for ensuring content production dates comply with this rule, and if there's uncertainty, it is best to refrain from uploading.

**3.4 MV Live - Live Stream Upload.** When using the MV Live feature, UPLOADER will only Upload Live Stream sessions. Uploading pre-recorded Content when using MV Live is prohibited and may result in termination of UPLOADER's account.

**3.5 License to your Content.** By using the Platform, UPLOADER retains control and legitimate ownership rights in UPLOADER's Content. i) Users are granted nothing more than the right to view, license, or buy UPLOADER's Content. ii) UPLOADER agrees that MV may use UPLOADER's Content (alone or combined with other works) solely for promotional or marketing purposes in line with these TOS. As such, UPLOADER grants MV a perpetual, unlimited, royalty-free, global, non-exclusive, irrevocable, and transferable license to exploit UPLOADER's Content by any technological means solely for promotional or marketing purposes. UPLOADER waives any

“moral rights” or related rights in the Content for MV's benefit and represents having the right to confer this license and waivers.

3.6 Account Photo. UPLOADER must ensure their account profile photo is publicly acceptable and does not display explicit content. MV reserves the right to remove any inappropriate images. Repeated violations may lead to account termination as per these TOS.

3.7 Linking Your Account to Social Media. The Platform may allow UPLOADER to link to third-party social media platforms. By doing so, UPLOADER acknowledges all potential risks and understands MV's lack of control over these platforms. UPLOADER is responsible for abiding by the terms of these Third-Party Sites.

3.8 Content and Closing of Your Account: Should UPLOADER choose to close their account, all associated Content is removed, with exceptions outlined below. Content deleted by UPLOADER remains accessible to Members who've purchased it. Deactivated accounts may be retained by MV for analytical and legal purposes, per the Privacy Policy. For complete removal, UPLOADER must reach out to [help@manyvids.com](mailto:help@manyvids.com).

3.9 2257 Regulations. UPLOADER must provide 18 USC § 2257 Record Keeping Requirements compliant documentation upon request. Although MV isn't a “producer” as per the 2257 Regulations, UPLOADER is mandated to maintain and present required records, holding them for the duration of these TOS plus seven (7) years or as law dictates. Failing to provide requested documentation can result in account termination.

3.10 Reporting of Pornography Involving Minors. MV is dedicated to cooperating with law enforcement on child pornography matters. Reports of illegal minor-related activities should be directed to MV and relevant authorities with evidence attached.

3.11 Notice of Copyright Infringement. MV respects intellectual property rights and will act on valid infringement notices according to the DMCA Notice & Takedown Policy & Procedure which can be found [here](#).

3.12 Issuing Notices. By Uploading Content, UPLOADER authorizes MV to act against copyright infringements related to UPLOADER's Content. MV has the discretion to act but isn't obliged. UPLOADER agrees to indemnify MV against claims stemming from this authority.

3.13 Litigation Agency. Despite Sections 2.2 and 3.5, UPLOADER grants MV the right to pursue copyright infringers on UPLOADER's behalf, not limited to content taken from MV's Platform.

3.14 Section 230 of the Communications Decency Act – 47 U.S.C. § 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 to take 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>.

MV does not make any representation or endorsement regarding any products or information found on these 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, to keep any explicit, harmful, or otherwise inappropriate material from being displayed, viewed, or accessed by minors.

**3.16 Japan-Based UPLOADERS.** UPLOADERS residing in Japan or holding Japanese citizenship must ensure adherence to all relevant Japanese laws, notably including censorship regulations. While MV provides a platform for content sharing, it retains the right to review and remove any content by Japan-based UPLOADERS that contravenes Japanese laws, even if said content aligns with MV's Platform Rules. For guidance on legal uploading practices specific to Japanese citizens, refer to the available resources [here](#).

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

**4.1 Content Prices.** Unless provided otherwise by the functionalities of the Platform, UPLOADER has sole discretion regarding pricing of the Content. However, both minimum and maximum prices must adhere to MV's prevailing pricing policy, available [here](#). In line with the Platform's functionalities, UPLOADER can modify Content prices, always in accordance with MV's pricing policy, and remove any owned Content anytime, based solely on UPLOADER's judgment.

**4.2 Service Fees.** UPLOADER incurs no charges for joining MV. MV's compensation for UPLOADER's utilization of the Platform is determined by the Net Proceeds accrued from the Content sold to Users. For the duration of these TOS, MV will deduct its service fees from the Net Proceeds generated by Content sales to Users through the Platform. This is consistent with MV's existing pricing policy, available [here](#). The mentioned service fees cover any pertinent taxes, with the corresponding invoice sent to UPLOADER alongside UPLOADER's bi-monthly payment (if relevant), as outlined in Section 4.6 below.

**4.3 Tokens.** Tokens, available exclusively to Members, are solely meant as a gesture of gratitude presented to UPLOADER in relation to Live Stream Content ("Tokens"). To clarify, Tokens cannot substitute for Content payment or any activity violating these TOS, nor are they obligatory for Members to access the Platform or Content. When Members allocate Tokens, they do so voluntarily without expecting any reciprocation. MV will withhold a specified percentage from Tokens earned by UPLOADER. The specifics about MV's Token packages and pricing, available on MV Live, may undergo alterations at any given moment.

**4.4 Subscriptions.** UPLOADER recognizes that modifications to Subscription rates won't influence currently subscribed Members; such Members will persistently be invoiced at the



initial rate until the said Member discontinues that Subscription service. Whenever a Member buys a Subscription employing a promo code or at a reduced rate, the rebilling will remain at that particular rate, unless that Member terminates that Subscription service.

4.5 Payment Options. MV presents UPLOADER with a diverse range of payout choices. To view a comprehensive list of options and associated charges, please click [here](#).

4.6 Payment Schedule: Every month is divided into two remittance periods: the first period spans from the 1st to the 15th day, while the second covers the 16th day through the end of the month. Days start at 12:00 A.M. Universal Time Coordinated (UTC) and conclude at 11:59 P.M. UTC. MV will remit payment to UPLOADER within seven days following each period, but no later than twenty-eight days, assuming the balance surpasses the required minimum for the selected payment method. If the balance falls short of this minimum, it will be carried over to the next period. Regardless of the chosen payment method, the minimum payout is consistently set at fifty (\$50.00) dollars, whether facilitated through Automated Clearing House (ACH) or any other payment method as determined by MV. Please note that these minimums are subject to change.

4.7 UPLOADER Information: It is UPLOADER's responsibility to ensure that all payment information is comprehensive and precise to circumvent any disruptions in the payment procedure and to notify MV of any potential payment issues. UPLOADER is tasked with maintaining the accuracy of all information.

4.8 Taxes: UPLOADER bears the sole obligation to submit any relevant sales taxes to the respective tax authorities. Despite the above, MV, if mandated by law, might retain the sales taxes and forward them directly to the pertinent tax entities. In such instances, no sales taxes will be disbursed to UPLOADER. Regardless of any other provision in these TOS, UPLOADER hereby commits to absolve and defend MV, its associates, and its representatives from any third-party claims, inclusive of tax agencies, concerning any sales taxes, or any retention thereof, related to UPLOADER's Content procured by or licensed to Users. Notwithstanding any other provision in these TOS, UPLOADER acknowledges that UPLOADER is the only party responsible for settling all governmental, state, and local taxes, impositions, or any other akin charges.

4.9 Currency: Every sum mentioned herein and all monetary dealings on the Platform are presented in US dollars (USD). When feasible, and purely at MV's discretion, disbursements might be executed in the currency designated by UPLOADER or the currency native to UPLOADER's domicile. If so, any currency translations will rely on the prevailing exchange rate at that time.

4.10 Adjustments: MV refrains from granting credits, reimbursements, or cash returns on Content secured by Users. However, MV reserves the right, solely at its discretion, to modify or subtract from the sum intended for, or already dispensed for payment, to UPLOADER for any rationale, without prior notice. Should the payment have been previously dispatched to UPLOADER, MV will deduce such amendments from the subsequent sum intended for UPLOADER. These modifications might be attributed to causes such as user credits, refunds,

deceitful activities, tainted Content, gravely deceptive or inaccurately labeled Content, or technological mishaps.

4.11 Payout Adjustments: In the event of a remitting discrepancy, MV retains the right to modify the payout to correct the issue. Additionally, an administrative fee might be applicable for tasks like payment resubmission. UPLOADER agrees that MV, in its sole judgment, can offset such fees from any amounts owed to the UPLOADER.

4.12 E-Wallet Liability: Should UPLOADER opt to obtain earnings via an e-wallet, UPLOADER recognizes that the onus of the payment shifts to the e-wallet payment processor once MV dispatches the funds. It becomes UPLOADER's duty to secure funds from said e-wallet payment processor. If UPLOADER encounters complications in accessing the funds, it is imperative for UPLOADER to engage directly with the payment processor. MV will refrain from any intervention or accountability concerning the funds.

4.13 Account Inactivity: In circumstances where UPLOADER's account demonstrates inactivity without legitimate payout details (a hiatus of twelve (12) successive months coupled with an absence of valid payout specifics), MV retains the prerogative to detain any and every earning attributed to UPLOADER. To seek an amicable resolution, UPLOADER should initiate communication with MV via [help@manyvids.com](mailto:help@manyvids.com), ensuring the revalidation of identity and/or suitable payout approach.

4.14 Payout – Closing of UPLOADER's Account: Should UPLOADER opt to close the account – a decision UPLOADER is free to make at any time – MV will balance any amounts due between both parties.

Tokens within UPLOADER's account will be converted to USD based on MV's designated Token packages and prices as outlined in Section 4.3. In accordance with Section 4.6, MV commits to disbursing any residual account balance during the upcoming remittance cycle, contingent on the following terms:

**Minimum Payout Threshold:** MV won't process payouts for balances below twenty (\$20.00) dollars post set-off. Upon closing an account, the UPLOADER explicitly and irrevocably forfeits any balance under this threshold. For clarity, balances under this threshold will neither be reactivated nor transferred, even if the UPLOADER reopens an old account or creates a new one.

**Payout for Balances Above Threshold:** If a balance surpasses twenty (\$20.00) dollars post set-off, MV will facilitate the payout using the most recent payment information on record. It's incumbent upon the UPLOADER to ensure MV has all the requisite details for a successful transfer. Should the funds be returned as undeliverable, MV will hold onto the balance for three years post account closure, unless legally mandated otherwise. After three years, if unclaimed, the UPLOADER is deemed to have willingly and permanently relinquished any rights to that balance.

4.15 Contests. Even though contests might be universally accessible via MV or the Platform, it's worth noting that not every feature, product, or service elaborated upon, cited, offered, or introduced through MV contests is attainable for every individual, across all geographical

confines, or apt or obtainable for utilization universally. Should UPLOADER decide to partake in an MV contest, it is a decision made independently, and UPLOADER bears the exclusive obligation of adhering to pertinent local regulations. Any proposition related to an MV contest is rendered null and void wherever it's considered illegal. Entries funneled into MV contests might undergo vetting, evaluation, and must align with MV's Content Rules. MV retains the unequivocal right to decline or dismiss UPLOADER's involvement in such an MV contest if, upon assessment, MV discerns any breach, evasion, or non-compliance with any MV contest directive or Platform Rule.

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

5.1 UPLOADER acknowledges that the Platform remains a continually evolving technology and concept. As long as MV offers UPLOADER access to the Platform, it might undergo updates, improvements, and expansions. MV provides access to the Platform as it stands on any particular day without further obligations, except as explicitly mentioned in these TOS. MV retains the right to modify, replace, deny access to, suspend, or cease parts or all of the Platform, exclusively for UPLOADER or for all UPLOADERS and Users, at its sole discretion. These modifications become effective either upon posting on the Platform or through direct communication with UPLOADER, unless stated otherwise.

5.2 Operating as an intermediary service provider, MV isn't obliged to oversee or control Content. However, MV reserves the right to perform such actions. MV also reserves the right to refuse, eliminate, or discard any Content from the Platform or to block UPLOADER's account either partially or entirely, with or without notice, if deemed in violation of these TOS.

5.3 THE PLATFORM IS OFFERED ON AN "AS IS" AND "AS AVAILABLE" FOUNDATION, DEVOID OF ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED. UPLOADER AGREES TO SHOULDER THE SOLE RESPONSIBILITY FOR ALL RISKS AND REPERCUSSIONS STEMMING FROM USING THE PLATFORM. THIS INCLUDES, BUT ISN'T RESTRICTED TO, RISKS TIED TO PUBLIC EXPOSURE ON THE PLATFORM SUCH AS RECORDING, PIRACY, HARASSMENT, DEFAMATION, VIOLATIONS OF RIGHTS, AND UNAUTHORIZED DISTRIBUTION. MV COMMITS TO EXERT REASONABLE AND LAWFUL EFFORTS TO REMOVE SUCH CONTENT UPON UPLOADER'S WRITTEN REQUEST.

5.4 MV CANNOT GUARANTEE UNINTERRUPTED OR ERROR-FREE ACCESS TO THE PLATFORM BASED ON UPLOADER'S PREFERENCES. MV ISN'T ACCOUNTABLE FOR ANY FAILURES STEMMING FROM UNFORESEEN EVENTS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. THIS ENCOMPASSES FACTORS LIKE NATURAL CALAMITIES, INFRASTRUCTURE FAILURES, HACKING, SPAM, SOFTWARE OR SERVER MALFUNCTIONS, AND SERVICE PROVIDER CHANGES.

5.5 TO THE MOST EXTENSIVE EXTENT PERMISSIBLE BY LAW, MV (AND ITS ASSOCIATED PERSONNEL) HOLDS NO LIABILITY TOWARDS UPLOADER FOR ANY INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING REVENUE LOSS, LOST PROFITS, OR DATA LOSS. IF THIS SECTION (5.5) IS INVALIDATED, MV'S TOTAL LIABILITY FOR ANY DAMAGES, BE IT CONTRACTUAL OR TORTIOUS, SHALL BE CAPPED AT ONE-HUNDRED (\$100.00) DOLLARS.

5.6 Indemnification. To the maximum extent permitted by applicable law, UPLOADER agrees to defend, indemnify, and hold harmless MV, the Platform, its operator, parent, subsidiaries, and affiliated corporations, including their officers, directors, shareholders, employees, agents, server maintenance crews, independent contractors, telecommunication providers, and contributors against any claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including, but not limited to, attorneys' fees) arising from: (i) UPLOADER's use and access to the Platform; (ii) any breach or violation of these TOS by UPLOADER; (iii) UPLOADER's infringement of third-party rights, especially intellectual property, property, or privacy rights; or (iv) any assertion that UPLOADER's Content harmed a third party. This indemnification obligation persists beyond these TOS and UPLOADER's usage of the Platform.

Furthermore, UPLOADER commits to defend and indemnify MV if any third party suffers due to UPLOADER's unlawful acts or if MV has to address any claims, including, without limitation, any criminal actions instigated by any entity. UPLOADER also agrees to shield MV from any liability stemming from others viewing UPLOADER's Content. MV will inform UPLOADER swiftly of any such claims or lawsuits, and at MV's discretion, may choose to cooperate in the defense of such claims at UPLOADER's expense. MV reserves its right to be involved in the defense of any claim, selecting its legal counsel, although it's not obliged to do so.

UPLOADER acknowledges that communications between UPLOADER and other UPLOADERS or Users on the Platform, including Live Streams and chats, aren't deemed private. UPLOADER releases MV and all other UPLOADERS or Users from any liabilities concerning invasion of privacy, defamation, or related issues if UPLOADER's communications or profiles become public. This section does not aim to restrict the extent of releases or indemnifications stated elsewhere in these TOS.

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

Representations and Warranties: As an essential condition for MV to agree to these TOS, UPLOADER guarantees and states:

6.1 UPLOADER, of sound mind and body, is entering into these TOS voluntarily, fully grasping its terms, conditions, and legal implications.

6.2 UPLOADER IS AT LEAST 18 YEARS OLD AND HAS REACHED THE AGE OF MAJORITY AND LEGAL CONSENT in their jurisdiction when accessing the Platform and establishing the MV UPLOADER account.

6.3 UPLOADER Integrity: UPLOADER must own or possess exclusive licensing rights to their Content for lawful upload, licensing/sub-licensing, or sale on the Platform. This must be without infringing on third-party rights, including but not limited to contracts, copyrights, trademarks, publicity or privacy rights, or any related rights. Uploading content under non-exclusive licenses, even with monetization rights, is strictly prohibited.

6.4 UPLOADER holds, and will retain, the full authority to Upload, license, and sell their Content as detailed in these TOS and fulfill all other obligations, warranties, and indemnifications herein. UPLOADER takes full accountability for their Content submissions.

6.5 The Content consists of lawful materials. All depicted individuals were adults (above 18 and the majority age in UPLOADER's jurisdiction) during the Content's creation. These individuals provided valid and legal consent, are registered with MV, verified by MV, and have given MV all necessary consents, licenses, releases, permissions, and authorizations.

6.6 UPLOADER is aware of, understands, and will adhere to all prevailing laws and restrictions in their jurisdiction (and relevantly, where any other UPLOADER or User resides). This pertains to areas like obscenity, content harmful to minors, creation of sexually explicit content, record-keeping requirements, import/export control laws, false advertising, privacy, anti-discrimination, intellectual property, illegal business solicitation, and unsolicited commercial messaging restrictions. UPLOADER won't use the Platform to solicit or promote illegal activities or TOS infringements.

6.7 UPLOADER is accountable for securing and maintaining all necessary consents, licenses, and permits to Upload, license, and sell Content on the Platform. UPLOADER won't Upload from public places or locations restricted by local laws.

6.8 Certain acts and content presentations are strictly forbidden: (i) suggesting someone is below 18 (or below 21 in specific jurisdictions), (ii) depicting minors in explicit situations, (iii) violating these TOS, especially the Platform Rules, and (iv) showcasing third-party trademarks, copyrights, or any disparaging content.

6.9 For Live Streams or interactions with Users, UPLOADER is prohibited from: (i) impersonating others, (ii) soliciting unauthorized money from Users, (iii) harassing or defaming others, (iv) sharing contrary Content, (v) suggesting public place Uploads, (vi) bypassing the Platform for live sessions or payments, (vii) promoting illegal activities, (viii) sharing information about Users or UPLOADERS, (ix) disrupting live chats, or (x) recording Live Streams or chats.

6.10 UPLOADER ensures Content complies with the 2257 Regulations (or similar rules). UPLOADER retains age verification documents and has established a "Custodian of Records" as defined in the regulations.

6.11 UPLOADER will strive to fulfill User orders promptly and accurately. UPLOADER can decline orders. Failure to deliver might lead to refunds or deductions from UPLOADER's earnings.

6.12 For the duration of their MV account and three months post-closure, UPLOADER won't divert MV business, UPLOADERS, or Users to competing websites.

6.13 UPLOADER won't promote non-owned brands on the Platform, excluding their personal brands. Watermarked promotions are permitted for owned brands.

6.14 UPLOADER has reviewed and will abide by the list of prohibited items found [here](#), ensuring no promotion or sale of these items on the Platform.

6.15 UPLOADER or their associates won't solicit personal data from Users or agree to meet in person.

6.16 UPLOADER won't misrepresent MV services or give misleading statements regarding MV's Platform services or these TOS.

6.17 UPLOADER will adhere to all local laws, regulations, and additional MV terms, guidelines, or policies.

6.18 UPLOADER will fulfill closed-captioning requirements of the Americans with Disabilities Act (ADA). If UPLOADER opts not to use closed-captioning, they alone bear legal liabilities arising from any related action.

## **7. TERM AND TERMINATION**

7.1 Effective Date: These TOS activate upon UPLOADER's initial use of the Platform and continue as long as UPLOADER utilizes it. UPLOADER can terminate the account whenever desired, at UPLOADER's sole discretion.

7.2 MV's Termination Rights: MV can end these TOS and UPLOADER's account at any given time, with or without reason. If MV terminates UPLOADER's account due to a material violation or breach of these TOS, UPLOADER acknowledges that any outstanding amounts owed by MV to UPLOADER will be forfeited.

7.3 Rights Post-Termination: Regardless of the TOS's termination, all rights granted to MV by UPLOADER during its tenure remain intact.

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

The "Marks" (trademarks, services marks, trade names, trade dress, and logos) detailed on the Platform, as well as associated with any products available there, belong exclusively to MV or its licensors. They cannot be copied, imitated, or used, in full or part, without MV's or its licensors' written consent. This also applies to page headers, custom graphics, button icons, and scripts. MV will vigorously defend its intellectual property rights.

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

9.1 Confidentiality: For the duration of these TOS and ten (10) years post-termination, both parties must uphold the confidentiality of any disclosed proprietary information, regardless of its form. MV's proprietary details cover, but aren't restricted to, aspects like its Platform, software, employees, customers, affiliates, service providers, intellectual assets, features, designs, data, and business practices. Any breach of this confidentiality by UPLOADER will incur a fine of fifty-thousand (\$50,000.00) dollars per occurrence.

9.2 Non-Circumvention: Throughout these TOS and for three (3) years after their conclusion, UPLOADER commits to not bypass MV in any manner to initiate or attempt a business relationship with MV's associates, affiliates, or sub-licensees that could jeopardize MV. Any

contravention of this commitment will result in a fifty-thousand (\$50,000.00) dollar penalty per incident.

## **10. EXTERNAL LINKS**

10.1 Inbound External Links: UPLOADERS, in adherence to these TOS, can link to the Platform to showcase their Content from third-party sites or platforms, as long as these third-party sites have comparable TOS and don't support or advertise prostitution.

10.2 Outbound External Links: UPLOADERS mustn't add or mention links leading away from the Platform in their Content, profile, or any related area, unless explicitly allowed. To elucidate, UPLOADERS can link to sanctioned social media sites or specific links on the Platform.

Should MV detect any deviation from Section 10's stipulations, MV holds the right to promptly close UPLOADER's account. MV isn't accountable for content, privacy policies, or data collection of external sites.

## **11. MV Ads**

11.1 MV Ads: MV offers the option for UPLOADER to purchase advertising space on MV to promote UPLOADER Content and profile visibility to Members on MV's popular page [here](#) ("Ad Space"). UPLOADER acknowledges that the precise number of views and traffic, during a purchased Advertising Period (as defined below), may vary based on the total number of ads purchased for that period. Ad visibility will be allocated equally between all ads purchased for a specific Advertising Period.

Ad Space shall only be used to advertise internally within MV. It may not be used to advertise or promote third-party items or services; this exclusion includes external links and UPLOADER's accounts on Third-Party Sites (as defined in Section 3.7).

11.2 Ads: Ad Space shall only be used to advertise Content already uploaded to UPLOADER's profile. Members that have identified:

- a "Straight" preference for their profile will only see ads from the "Default/Straight" category;
- a "Gay" preference for their profile will only see ads from the "Gay" category;
- a "Trans" preference for their profile will only see ads from the "Trans" category; and
- an "All" preference for their profile will see an equal distribution of ads from all categories.

The ad category deemed applicable to the Member will rotate equally between the ads purchased for the Advertising Period.

11.3 Ads Approval Requirement: All potential advertising Content shall be subject to screening and moderation and must first be approved by the MV Support Team. This approval process may take up to three (3) business days. MV reserves the right to reject ads that do not comply with the TOS herein or the Platform Rules found [here](#). Ads advertised on MV are subject to the same Terms of Service applicable to Content and must comply with the Platform Rules. Ads found in violation or breach of any of the TOS or Platform Rules that apply to Content will face the same consequences.

11.4 Advertising Period: Ad Space is purchased as a twenty-four (24) hour block (the “Advertising Period”) and can be purchased up to one (1) month in advance of the desired Advertising Period. Advertising Periods start at 12:00 A.M. and end at 11:59 P.M. UTC. Ad Space can be bought up to three (3) business days before the start of an Advertising Period. UPLOADER acknowledges that MV reserves the right to decline requests for Ad Space if MV determines that UPLOADER has bought too many Advertising Periods within a single month.

11.5 Transfer: If UPLOADER desires to modify the Content or Advertising Period for the Ad Space, UPLOADER must reach out to the MV Support Team. Changes or new approvals within three (3) business days of the Advertising Period will not be permitted, and MV reserves the right to decline any transfer request.

11.6 Pricing and Payment: MV retains the right to adjust ad prices based on various factors, including anticipated traffic for a specific Advertising Period. An invoice will be provided to UPLOADER before payment. If there's any discrepancy between the MV Platform's listed price and the invoice's listed price, the invoice price will stand.

Ad Space can be acquired using a credit card. If there are problems with credit card payments, MV might offset the debt with UPLOADER’s profile earnings. Reversing charges on Ad Space purchases can lead to restrictions on UPLOADER’s future Ad Space acquisitions or other MV services, or even suspension or termination of the account.

If UPLOADER no longer wants to advertise during a specific period and doesn't wish to transfer the purchase, they can withdraw their Ad Space request and seek a refund by giving at least seven (7) calendar days’ notice to the MV Support Team at [help@manyvids.com](mailto:help@manyvids.com). Refunds will not be issued for requests made less than seven (7) days before the bought Advertising Period. If UPLOADER breaches terms, leading to termination of Ad Space rights, no refunds will be provided.

## **12. MISCELLANEOUS**

12.1 Notices: Notices to MV from UPLOADER can be emailed to: [help@manyvids.com](mailto:help@manyvids.com). MV can send notices to UPLOADER using the email linked to UPLOADER's account or via the “notification” or “messaging” sections of the Platform. UPLOADER must frequently check these sections. All notices are 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; the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The UPLOADER and MV irrevocably agree that the courts of Montreal, Quebec, Canada shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these TOS or their 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 UPLOADER and MV 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 UPLOADER or MV's abilities to conduct their respective business with respect to matters not specifically addressed under these TOS.

12.7 Choice of Language: UPLOADER and MV have elected that these TOS and any related documents be drafted in English.

12.8 If UPLOADER has any questions or grievances regarding these TOS or the Platform, they should contact us at [help@manyvids.com](mailto:help@manyvids.com).