

PORNRECRUIT.COM

EUROPE - TERMS OF USE AGREEMENT

Last Revised: July 28, 2023

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

PLEASE PAY PARTICULAR ATTENTION TO THE TERMS IN CAPITALS INCLUDING CLAUSES 3(d), 12 (d) and (e), 16, 17, 18 AND 19.

IF YOU BECOME A PORNRECRUIT.COM SUBSCRIBER, YOUR SUBSCRIPTION WILL NOT AUTOMATICALLY RENEW FOR CERTAIN PERIODS OF TIME.

Pornrecruit.com, is a corporation organized under the laws of the Netherlands (file number 50891111). If you have any questions or comments about this Terms of Use Agreement, you may contact Pornrecruit.com by writing to us at: Pornrecruit.com, Inc., Attn: Customer Service – Terms of Use, Pleinweg 21D, 3081JC, Rotterdam, Zuid-Holland, Netherlands

This Terms of Use Agreement (the "Agreement") is a legal agreement that governs our relationship with users and others that interact with Pornrecruit.com, Inc. and our related companies ("Pornrecruit.com," "we," or "us") in connection with the use of Pornrecruit.com websites (including www.Pornrecruit.com.com) (the "Sites") and our Services (as defined below).

Pornrecruit.com currently makes services, products and features available through our Sites, applications, which include mobile applications and applications available on social networking sites and other platforms, and our downloadable products (the "Services").

We are constantly updating, modifying and improving the Services to reflect new technologies and the way our Service are used by our users. Our Services are inherently innovative and you acknowledge that they will change over time and that certain features or portions of the Services may be modified, suspended or discontinued without liability to you. This Agreement will apply to all additional or modified Services unless otherwise indicated.

Your use of certain Services may be subject to additional terms and conditions, and such terms and conditions will be either listed in this Agreement, or will be presented or accessible to you by Pornrecruit.com when you sign up to use, or use, such Services ("Additional Terms"). All such Additional Terms are a part of this Agreement unless those terms say otherwise.

This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Pornrecruit.com for any products or services not covered by this Agreement.

All visitors to or users of our Sites or Services, whether registered or not, are "users" of the Services for purposes of this Agreement. If you register for the Services by creating an account, you become a "Member".

Pornrecruit.com may change the terms of this Agreement and any policy or guideline of the Services at any time. When we change the Agreement, we will update the "last revised" date at the top of this page.

If you are a non-subscribing user or Member at the time of any change, unless otherwise indicated, any changes or modifications will be effective immediately upon posting the revisions to the Site or Service, and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member at the time of any change or modification, unless otherwise indicated this Agreement will continue to govern your membership until such time that your subscription renews as contemplated by Section 12. If you continue your subscription, the renewal will constitute acceptance by you of the revised Agreement. Alternatively, if you terminate your subscription at such time, your use of the Service after your termination will constitute acceptance by you of the revised Agreement. As a result, you should frequently review this Agreement and all applicable terms and policies to understand the terms that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services.

1. ELECTRONIC RECORDS

Because the Services are provided electronically, you agree that Pornrecruit.com will provide important information electronically if you use the Services. You agree to being provided with this Agreement, notices, disclosures, information, policies and other materials in electronic form (collectively "Electronic Records"), rather than in paper form. Your agreement to receive Electronic Records applies to all notices, disclosures, documents, records or other materials that Pornrecruit.com may be required to provide to you.

Electronic Records will be provided on our Sites and Services or sent to the email address associated with your account.

You may withdraw your consent to receive Electronic Records by contacting us in writing at the address provided above. However, the Services provided by Pornrecruit.com are only available if you agree to receive Electronic Records. If you withdraw your consent your account will be deactivated.

You can obtain a paper copy of an Electronic Record by contacting us in writing at the address provided above. Pornrecruit.com may charge a reasonable fee to cover the costs of printing and sending the requested Electronic Record.

2. ELIGIBILITY

By accessing or using the Services, you agree that you:

1. are at least 18 years old;
2. have never been convicted of any criminal offense characterized as a sexual offense;
3. have not previously been suspended or removed from the Services;
4. are entitled to enter into this Agreement and to abide by all of the terms and conditions of this Agreement;
5. are not a competitor of Pornrecruit.com and are not using the Services for reasons that are in competition with Pornrecruit.com or other than for its intended purpose; and
6. are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed, (ii) identified as a "Specially Designated National" or (iii) placed on the Commerce Department's Table of Deny Orders.

3. USE OF THE SERVICES

You may only use the Services, including the posting of any content through the Services, in a manner consistent with this Agreement and any and all applicable laws. You may not use the Services in countries where the Services are prohibited.

1. **Member Account.** You will only create one unique profile for use of the Services. You will not include any telephone numbers, street addresses, URLs, multimedia, artworks

downloaded from external sources, email addresses or any other contact information in your profile or in any other publicly viewable User Content (as defined in Section 4 below) or other communications made in connection with your use of the Services. You understand and agree that anyone may be able to view any information you choose to make publically available.

2. **Account Security.** You understand that you are responsible for maintaining the confidentiality of the username and password of your account, and you are fully responsible for all activities that occur under your username and password, including the purchase of any of our Paid Services (as defined in Section 12 below).

You will:

1. immediately notify Pornrecruit.com if you suspect any unauthorized use of your username or password or any other breach of security;
2. ensure that you exit from your account at the end of each session;
3. not use the account, profile, username or password of any other user or Member; and
4. use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Pornrecruit.com is not responsible for any loss or damage arising from the theft of your username or password. We recommend that you use a strong password for your account, never use the same password on multiple sites or services and change your password frequently.

c. **Exclusive Use.** You will not permit any other person to use the Services or otherwise transfer your right to use the Services to any other person.

d. **Interactions with Other Users.** You are responsible for your use of the Services. This includes all risks associated with any online or offline interactions with others, including work. There is no substitute for acting with caution when communicating with any stranger who wants to meet you.

Pornrecruit.com is not responsible for the conduct of its users or their compatibility with you. You agree that Pornrecruit.com is under no obligation to screen its users, inquire into the background of its users or attempt to verify information provided by its users. You agree that not all users are available for interactions and that Pornrecruit.com may monitor the operation of the Services.

You will take all necessary precautions when meeting other users, especially if you decide to meet in person. IN ADDITION, YOU WILL REVIEW OUR [ONLINE SAFETY TIPS](#) PRIOR TO USING THE SERVICES.

These tips provide general advice aimed at engaging in safer working practices, such as not providing your last name, home address, place of work, financial information (such as your credit card number or your bank account number) or other identifying information to other users and stopping all communications with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.

You will treat all other users with dignity and respect and comply with our user conduct rules set forth in Section 3(f) below.

e. **No Commercial Solicitation or Advertising.** You will not engage in any advertising or solicitation to buy or sell any products or services through the use of the Services and you will not transmit any chain letters, junk or spam email to other users. Additionally, you will not use any information obtained from the Services in order to contact, advertise to, solicit or sell to any user without their prior explicit consent.

f. **User Conduct.** Pornrecruit.com is not responsible for the conduct of its users, whether or not such conduct is in connection with the use of the Site or the Services.

You agree not to do any of the following in connection with the Services or the users thereof:

1. use the Service in any unlawful manner or in a manner that is harmful to or violates the rights of others;
2. engage in any unlawful, harassing, obscene, intimidating, threatening, predatory or stalking conduct;
3. use the Services in any manner that could disrupt, damage, disable, overburden, impair or affect the performance of the Services or interfere with or attempt to interfere with any other user's use of the Services;

4. impersonate any person or entity, or lie about your age, identity, affiliation, connection or association with, any person or entity;
5. make any commercial use of the Services or promote or solicit involvement in or support of a political platform, religion, cult, or sect;
6. defraud, swindle or deceive other users of the Services;
7. disseminate another person's personal information without his or her permission, or collect or solicit another person's personal information for commercial or unlawful purposes;
8. solicit or engage in gambling or any similar activity or any illegal or unlawful activity;
9. use any scripts, bots or other automated technology to scrape or access the Services;
10. collect or solicit personal information about anyone under 18;
11. use the Service for any phishing, trolling or similar activities;
12. use the Service to redirect users to other sites or encourage users to visit other sites;
13. harvest or collect email addresses or other contact information of other users from the Services by electronic or other means or use the Services to send, either directly or indirectly, any unsolicited bulk e-mail or communications, unsolicited commercial e-mail or communications or other spamming or spamming activities;
14. attempt to access any Services or area of the Sites that you are not permitted to access; or
15. permit or allow other people or third parties to access and use the Services via your account.

g. **Reporting Violations.** If you wish to report any violation of this Agreement by others, including Members, you may do so by using the

"Report Profile" button or similar button or link on the Services or by contacting us [here](#).

h. **Verification and Enforcement.** If Pornrecruit.com carries out any investigation or any inquiry into your use of the Services, and Pornrecruit.com requests certain information from you, you agree to provide to Pornrecruit.com, upon request, complete, accurate and current information confirming your eligibility for use of the Services.

If you have violated the terms of this Agreement, misused the Services or behaved in a way that could be regarded as inappropriate or unlawful, Pornrecruit.com may investigate, take appropriate legal action against you and/or terminate your account and cancel your subscription and/or membership.

USER CONTENT

. **Responsibility for User Content.** You are responsible for the content and information that you publish, transmit, display or communicate to Pornrecruit.com through the Services or to others (collectively referred to as a "post").

This includes messages, data, text, photos, video, music, graphics, links or other materials posted through chat messages, community pages, email messages, mobile messages, photos and profile information.

Your submissions and those of other users, collectively, are "User Content".

Pornrecruit.com does not control and is not responsible for any User Content posted by you or any third party, or for any loss or damage thereto.

Pornrecruit.com is not responsible for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you encounter.

a. **Accuracy of Information.** You will not post any inaccurate, misleading, incomplete or false information or User Content to Pornrecruit.com or to any other user.

You agree that all images posted to your profile are of you and were taken within the last 2 years and will update your profile accordingly.

You may be required to supply certain information and post a photo of yourself to use the Services.

b. **No Duty to Review User Content.** You agree that Pornrecruit.com has no duty to prescreen, review, control, monitor or edit the User Content posted by users.

Pornrecruit.com is not responsible for User Content that is provided by others.

You are responsible for creating backup copies and replacing any User Content you post or store on the Services at your own cost and expense, and Pornrecruit.com recommends that you do this.

c. **License of User Content to Pornrecruit.com.** Pornrecruit.com claims no ownership or control over your User Content, except where specifically provided for in this Agreement, on the Services or in a separate agreement.

However, you do give us certain rights in the User Content you upload.

You agree that Pornrecruit.com may review, edit, refuse to accept or delete your User Content at any time to ensure compliance with this Agreement and all applicable policies, without notice. This includes Pornrecruit.com's right to modify, crop or "photoshop" any photos you submit to comply with Pornrecruit.com's policies, practices and procedures.

By submitting or posting User Content, you allow Pornrecruit.com to use, copy, publicly perform, publicly display, reproduce, adapt, create derivative works of, modify and distribute your User Content on a worldwide basis.

You also allow Pornrecruit.com to allow third parties to use, copy, publicly perform, publicly display, reproduce, adapt, create derivative works of, modify and distribute your User Content on a worldwide basis in connection with the use, promotion and operation of our Services.

You further agree that the User Content and the public posting and use of your User Content by Pornrecruit.com will not infringe the rights of any third party or violate the terms of this Agreement.

You understand that you will not be entitled to any additional compensation for any use of your User Content.

d. **Use of Proprietary Information of Others.** You will not post, copy, create derivative works of or distribute any copyrighted or trademarked or proprietary material without the consent of the person who owns the material. This includes any User Content posted by other users that you share.

e. **Prohibited Content.** You will not post, copy or distribute any User Content that violates any third-party rights or any applicable law or is prohibited under this Agreement or any other Pornrecruit.com policy governing your use of the Services ("Prohibited Content"). Prohibited Content includes without limitation User Content that:

1. is obscene, profane, defamatory, abusive, offensive, indecent, threatening, harassing, inflammatory, inaccurate, untruthful, fraudulent or illegal;
2. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
3. is intended to, or does, harass, or intimidate any other user or third party;
4. infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, including User Content that contains others' copyrighted content (e.g., photos, images, music, movies, videos, etc.) without obtaining proper permission first;
5. contains video, audio, photographs, or images of another person without his or her express written consent (or in the case of a minor, the minor's legal guardian) or otherwise violates anyone's right of privacy or publicity;
6. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs;
7. violates someone's data privacy or data protection rights;
8. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
9. contains any advertising, fundraising or promotional content; or
10. is objectionable or restricts or inhibits any person from using or enjoying the Services or exposes Pornrecruit.com or its users to harm or loss of any type.

f. **Submissions.** You can submit questions, comments, feedback, suggestions, success stories, ideas, plans, notes, drawings, original or

creative materials or other information relating to Pornrecruit.com and our Services (collectively, "Submissions").

Submissions are non-confidential and you give up any rights you may have in the Submissions when you communicate them with Pornrecruit.com.

You agree that you will not be entitled to any additional compensation if Pornrecruit.com uses any of your Submission in the Services or for any other reason.

g. **Social Networking Sites.** When you have enabled the use of our Services through a third-party social networking or similar site or mobile or other application (a "Social Networking Site"), such as Facebook, Google+ or Twitter, you permit Pornrecruit.com to access certain information about you that is made available to Pornrecruit.com through or from that Social Networking Site. The information obtained by Pornrecruit.com varies by Social Networking Site and may be affected by the privacy settings you establish at that Social Networking Site, but can include information such as your name, profile picture, network, gender, username, user ID, age range or birthday, language, location, country, interests, contacts list, friends lists or followers and other information.

By accessing or using our Services through a Social Networking Site, you are authorizing Pornrecruit.com to collect, store, retain and use, in accordance with our [Privacy Policy](#), any and all of your information that Pornrecruit.com has obtained from the Social Networking Site, including to create a Pornrecruit.com profile page and account for you. Depending on the Social Networking Site and your privacy settings, **Pornrecruit.com will never post information to your Social Networking Site.**

Your agreement to the foregoing takes place when you "accept" or "allow" or "go to" (or other similar terms) our application on a Social Networking Site or the transfer of information to Pornrecruit.com from such site. If there is information about your "friends" or people you are associated with in your Social Networking Site account, the information we obtain about those persons may also depend on the privacy settings such people have with the applicable Social Networking Site.

You acknowledge and agree that Pornrecruit.com is not responsible for, and has no control over, any applicable privacy settings on any Social Networking Sites (including any settings related to any messages or advertisements about Pornrecruit.com that the Social Networking Site may send to you or your friends).

You should always review, and if necessary, adjust your privacy settings on Social Networking Sites before getting or using applications such as ours or

linking or connecting your Social Networking Site account to the Services. You may also unlink your Social Networking Site account from the Services by adjusting your settings on the Social Networking Site.

PRIVACY

Please refer to our [Privacy Policy](#) for information about how Pornrecruit.com collects, uses, stores and discloses personal information from its users. By using, registering or subscribing to the Services, you consent to:

- . the collection of your personal information as described in the policy, particularly as noted in the policy;
- a. the processing of your personal information as described in the policy, particularly those uses described in the policy;
- b. the sharing of personal information with third parties as described in the policy;
- c. the storage and processing of your personal information in United States of America (and other countries outside of Europe where the laws may not offer the same level of protection to your personal information) as described in the policy;
- d. the use of cookies and similar technologies to store and access information on devices you connect to the Services as described in the policy;
- e. the use of your personal information to send you Pornrecruit.com emails, promotions and advertising, and
- f. the use of information identifying your exact location, when you have enabled features and functions of the Services that use your device's location.

You agree that if:

- g. you post any content, information or material of a personal or private nature in your profile or in any public areas of Pornrecruit.com, or
- h. post or provide to Pornrecruit.com any information or content which is intended to be shared with other users,

such content, information and materials will be shared with others accordingly, and you agree to the sharing of this content.

INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE

Except for your User Content, the Services and all materials displayed on it or contained in the Services, including, without limitation, software, images, text, graphics, designs, illustrations, Pornrecruit.com logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, information, data, other files and the arrangement thereof and User Content belonging to other users (the "Proprietary Materials"), and all intellectual property rights related thereto, are the exclusive property of Pornrecruit.com and its licensors (including other users who post User Content to the Service).

Except as permitted by this Agreement, nothing in this Agreement shall be deemed to create a license in such intellectual property rights of Pornrecruit.com or any third party.

You may access and use the Services and Proprietary Materials only in accordance with this Agreement and you may not allow other people to access and use the Services and Proprietary Materials.

You may not:

- . copy, modify, publish, adapt, sublicense, translate, sell, distribute, transmit, perform, display, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Proprietary Materials or the Services or cause others to do so;
- a. "frame" or "mirror" any part of the Services, without our prior written permission;
- b. use meta tags or code or other devices containing any reference to Pornrecruit.com or the Services in order to direct any person to any other website for any purpose;
- c. resell or make any commercial use of the Services other than for their intended purpose.;
- d. use any data mining, robots, or similar data gathering or extraction methods or otherwise collect any pictures, descriptions, data or other content from the Services;
- e. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services;
- f. use any automated methods or processes to create user accounts or access the Services; or

g. use the Proprietary Materials or the Services other than for their intended purpose.

Any use of the Services or Proprietary Materials other than as permitted by this Agreement and any Additional Terms, without the prior written consent of Pornrecruit.com, is strictly prohibited.

Such unauthorized use will terminate the licenses granted by this Agreement.

Such unauthorized use may also violate certain laws.

Unless explicitly stated in this Agreement or any Additional Terms, nothing in this Agreement shall be interpreted as granting any license to intellectual property rights.

INTELLECTUAL PROPERTY RIGHT INFRINGEMENT POLICY

If you become aware of any violation of any intellectual property laws (in particular in respect of User Content) you should report this to us by emailing help@Pornrecruit.com.com, including your name and address, details of the location of the content in question and details of the unlawful nature of the activity or the content.

If you are a copyright owner or an agent thereof and believe that anything on the sites infringes upon your copyrights, you may submit a notification of infringement pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on our website (please include URLs to help us identify the material); (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Pornrecruit.com's designated Copyright Agent to receive notifications of claimed infringement is:

Pornrecruit.com, Inc.
Attn: Copyright Agent
Pleinweg 21D 3081JC
Rotterdam, Zuid-Holland, Netherlands.

help@Pornrecruit.com.com (only DMCA notices will be accepted at this email address; all other inquiries or requests will be discarded)

Please note that this procedure is exclusively for notifying Pornrecruit.com and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Pornrecruit.com's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

TRADEMARKS

"PORNRECRUIT.COM," Pornrecruit.com's logos and any other trade name or slogan contained in the Services are trademarks or service marks of Pornrecruit.com, its partners or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of Pornrecruit.com or the applicable trademark holder.

In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Pornrecruit.com and may not be copied, imitated or used, in whole or in part, without our prior written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply an endorsement, sponsorship or recommendation thereof by us.

HYPERLINKS

You may create a text hyperlink to the Pornrecruit.com websites for commercial and noncommercial purposes. This limited right may be revoked at any time.

You must ensure that this link does not portray Pornrecruit.com or its Services in a false, misleading, derogatory or otherwise defamatory manner.

The linking site must not be directed at children or contain any illegal material or any material that is offensive, harassing or otherwise objectionable.

You may not use Pornrecruit.com's logo or proprietary graphics to link to any Pornrecruit.com website without our express written permission.

Further, you may not use, frame or utilize framing techniques to enclose any Pornrecruit.com trademark, logo or other proprietary information, including the images found in the Services, the content of any text or the layout/design of any page or form contained in the Services without Pornrecruit.com's express written consent.

Pornrecruit.com is not responsible for the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Services.

Such sites are not under the control of Pornrecruit.com and Pornrecruit.com is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

Pornrecruit.com provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Pornrecruit.com of any site or any information on such sites.

When you leave the Services, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Services.

THIRD PARTY CONTENT

Pornrecruit.com may provide third party content on the Services and may provide links to web pages and content of third parties (collectively, the "Third Party Content") as a service to those interested in this information.

Pornrecruit.com does not control, endorse or adopt any Third Party Content.

Pornrecruit.com is not responsible for Third Party Content, including its accuracy or completeness and Pornrecruit.com does not review any Third Party Content.

ADVERTISERS AND OTHER THIRD PARTIES

. The Services may contain advertisements and promotions from third parties or may otherwise provide information about or links to third party products or services.

a. Your dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or

representations associated with such dealings or promotions are between you and such third party.

b. Pornrecruit.com is not responsible for, and does not endorse, any features, content, advertising, products, services or other materials on or available from third party sites.

c. Pornrecruit.com is not responsible for any loss or damage of any sort incurred as the result of such dealings or as a result of the presence of such third party advertisers or third party information on the Services.

PAID SERVICES

. **General.** If you purchase any Services that we offer for a fee (the "Paid Services"), such as a subscription to our Services or virtual coins (as described below), you permit Pornrecruit.com and our designated payment processors to store your payment information and other related information to provide the Services.

If you purchase a Paid Service, you will pay the applicable fees for the Paid Services (including periodic fees for ongoing subscriptions (the "Subscription Fees") as set forth on the Services) as they become due including all related taxes (including sales and use taxes (e.g. VAT), duties or other governmental taxes or fees), and you agree to reimburse us for all reasonable collection costs and reasonable interest for any overdue amounts.

a. **No Refunds.** All fees and charges are nonrefundable. Pornrecruit.com will not make any refunds or credits for any partially used Paid Services (including partially used subscription periods) except:

1. as expressly set forth in this Agreement;
2. as required by applicable law; or
3. at Pornrecruit.com's discretion.

Fees for the Paid Services may be payable in advance, in arrears, per usage or as described when you initially purchase the Paid Services. All prices for Paid Services are subject to change by Pornrecruit.com without notice (except as otherwise described in this Section 12).

b. **Payment Method.** Pornrecruit.com may, from time to time, offer various payment methods, including without limitation payment by credit card, by debit card, by cheque, by certain mobile payment providers or by using PayPal.

You authorize Pornrecruit.com to charge you for Paid Services through the payment method(s) you select when purchasing the Paid Services (the "Payment Method") and you agree to make payment using such Payment Method(s) (we may, from time to time, receive and use updated payment method information provided by you or that financial institutions, payment processors or you may provide to us to update information related to your Payment Method(s), such as updated expiration dates or account numbers).

Certain Payment Methods, such as credit cards and debit cards, may involve agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Methods (the "Payment Method Provider").

If we do not receive payment from your Payment Method Provider and your Payment Method Provider notifies us that this is your fault (for example, you do not have enough funds in your account), you agree to pay all amounts due upon demand from us.

By not terminating your Paid Services you confirm that we may charge your Payment Method.

Pornrecruit.com's Paid Services may also be purchased through your accounts with certain third parties, such as your Apple iTunes account, your Google Play account or your Amazon account (a "Third Party Account"). If you purchase any Paid Services through a Third Party Account, billing for these Paid Services will appear through your Third Party Account. You should review the Third Party Account's terms and conditions, which we do not control.

c. Automatic Renewal of Subscriptions.

Your subscription will never be renewed automatically

d. Cancellation of Subscriptions. Your subscription will expire automatically

IF YOU CANCEL YOUR SUBSCRIPTION, YOUR SUBSCRIPTION BENEFITS WILL CONTINUE UNTIL THE END OF YOUR THEN CURRENT SUBSCRIPTION TERM

YOU WILL NOT BE ENTITLED TO A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEES PAID FOR THE THEN CURRENT SUBSCRIPTION TERM OF THIS AGREEMENT.

PLEASE NOTE THAT ONCE YOU COMPLETE YOUR SUBSCRIPTION PURCHASE BY CLICKING ON "CONFIRM" OR "PURCHASE" (OR A

SIMILAR BUTTON), WE WILL BEGIN TO PROVIDE YOU WITH THE SERVICES.

AS SUCH, BECAUSE WE HAVE BEGUN TO PROVIDE YOU WITH THE SERVICES, YOU DO NOT HAVE A RIGHT TO CANCEL THIS CONTRACT UNDER THE DISTANCE SELLING DIRECTIVE (OR SIMILAR LEGISLATION IN YOUR COUNTRY).

MOBILE SERVICES

You may access and use certain features of the Services using certain mobile devices, including through our SMS service (the "Mobile Services").

Your access and use of the Mobile Services is subject to the terms and conditions of this Agreement, including without limitation the terms and conditions regarding the use and submission of User Content, as well as any Additional Terms presented to you for your acceptance when you sign up to use our Mobile Services.

Please note that by accessing or using the Mobile Services, your mobile phone or data provider's normal rates and fees, such as standard message and data rates, still apply and you are responsible for payment of those fees.

DOWNLOADABLE APPLICATIONS

By using any downloadable application to enable your use of the Services, you agree to the terms of the End User License Agreement, associated with the application provided at download or installation, or as may be updated from time to time.

MOBILE SOFTWARE

Mobile Software.

1. We may make available software to access the Services via a mobile or tablet device ("Mobile Software"). Mobile Software also includes any updates, upgrades or other new features, functionality, improvements or enhancements to the Mobile Software and any on-line, read me, help files, or other related explanatory materials relating to the Mobile Software.
2. You, and not Pornrecruit.com, are responsible for ensuring your device works with the Mobile Software.

3. Pornrecruit.com hereby grants you a non-exclusive, non-transferable, revocable license to use the Mobile Software on your device for your personal use only.
4. Unless specifically allowed by this Agreement and except as prohibited by law, you must not:
 1. copy the Mobile Software;
 2. give or sell or otherwise make available the Mobile Software to anybody else;
 3. change the Mobile Software in any way;
 4. look for or access the code of our Mobile Software that we have not expressly published publicly for general use; or
 5. distribute or make the Mobile Software available over a network where it could be used by multiple devices at the same time.

v. Pornrecruit.com may issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your device. You consent to such automatic upgrading on your device, and agree that the terms and conditions of this Agreement will apply to all such upgrades.

vi. You agree that all confidential information, copyright and other intellectual property rights in the Mobile Software belong to us or the people who have licensed us to use those rights.

vii. You agree that you have no rights in or to the Mobile Software other than the right to use the Mobile Software in accordance with this Agreement and any additional terms contained in an End User License Agreement associated with any Mobile Software. Please see the applicable End User License Agreement for more information.

a. **Mobile Software from iTunes or the App Store.**

The following applies to any Mobile Software you acquire or download from the iTunes Store or the App Store provided by Apple ("iTunes-Sourced Software"):

1. You acknowledge and agree that this Agreement is solely between you and Pornrecruit.com, not Apple,

and that Apple has no responsibility for the iTunes-Sourced Software or content thereof.

2. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service.

i. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software.

ii. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will (if applicable) refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Pornrecruit.com as provider of the software.

iii. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software and all such claims are governed solely by this Agreement and any law applicable to Pornrecruit.com as provider of the software.

iv. You and Pornrecruit.com acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software.

b. **No Support.** This Agreement does not entitle you to receive from Pornrecruit.com, its licensors, or Apple, any hard-copy documentation, support, telephone assistance, maintenance, or enhancements or updates to the Mobile Software.

c. **U.S. Government End Users.** The Mobile Software was developed by private financing and constitutes a "Commercial Item," as that term is defined at 48 C.F.R. §2.101. The Mobile Software consists of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, all U.S. Government end users acquire only those rights in the Mobile Software that are expressly provided by this Agreement. Consistent with 48 C.F.R. §12.211, all U.S. Government end users acquire only technical data and the rights in that data as expressly provided in this Agreement. Any use, reproduction, release, performance, display or disclosure of the Mobile

Software by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement.

d. **Export Controls.** You agree that you (a) are not located in, under the control of, or a national or resident of any country embargoed by the United States or that has been designated by the U.S. Government as a “terrorist supporting” country and (b) are not listed on any U.S. Government list of prohibited or restricted parties.

e. **Users Outside the U.S.** If you are using the Mobile Software outside the U.S.A., then the following shall apply: (a) you agree that this Agreement and all related documentation is and will be in the English language (please see Section 22 regarding any translations that are provided for your convenience); (b) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Mobile Software or any services accessed or used in connection with the Mobile Software.

f. **Injunctive Relief.** You acknowledge and agree that your breach or threatened breach of this Section 15 shall cause Pornrecruit.com irreparable damage for which recovery of money damages would be inadequate and that Pornrecruit.com therefore may seek to prevent you from using the Mobile Software to protect its rights under this Agreement in addition to any and all other legal remedies available to it.

FREE TRIALS AND PROMOTIONS

From time to time, we may offer free trials or other promotions (a "Promotion"). As an example, we may offer promotions that provide free subscriber-level access to the Services for a certain period of time.

As another example, we may provide you with our virtual currency without charge. Any such virtual currency is subject to the terms of our **Virtual Goods and Currency Terms of Use**. Additional Terms applicable to any Promotions may be provided.

DISCLAIMERS

ALTHOUGH WE ATTEMPT TO PROVIDE OUR SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE, AS SET OUT IN THIS CLAUSE 17 THERE ARE CERTAIN THINGS THAT WE DO NOT PROMISE ABOUT OUR SERVICES.

PORNRECRUIT.COM DOES NOT MAKE ANY PROMISES ABOUT THE SITES AND THE SERVICES. WE DO NOT GUARANTEE THAT THE

SERVICES WILL MEET YOUR REQUIREMENTS, BE RELIABLE OR BE AVAILABLE WHEN YOU WANT TO ACCESS THE SERVICES.

DUE TO THE INHERENT NATURE OF SOFTWARE, THE INTERNET, TELECOMMUNICATIONS NETWORKS AND WEBSITES, PORNRECRUIT.COM DOES NOT GUARANTEE THAT THE SERVICES WILL BE AVAILABLE WHEN YOU WANT TO USE THEM, ERROR-FREE OR THAT ANY COMMUNICATIONS MADE USING THE SERVICES OR ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICES WILL BE SECURE.

CERTAIN TERMS MAY BE AUTOMATICALLY INCLUDED INTO THIS AGREEMENT BY LAW. THESE TERMS RELATE TO THE QUALITY OF THE SERVICE PROVIDED. TO THE EXTENT THAT WE ARE ALLOWED DO SO BY LAW, WE EXCLUDE THESE TERMS FROM THIS AGREEMENT.

PORNRECRUIT.COM DOES NOT GUARANTEE THAT THE SERVICES ARE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS AND PORNRECRUIT.COM WILL NOT BE RESPONSIBLE TO YOU FOR ANY DAMAGE ARISING FROM ANY VIRUS OR OTHER HARMFUL COMPONENT IN ANY OF THE SERVICES.

PORNRECRUIT.COM DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF OR SCREEN THE PERSONS SUBSCRIBING TO OR USING THE SERVICES. PORNRECRUIT.COM DOES NOT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY OTHER USERS OF THE COMMUNITY. AS SUCH, PORNRECRUIT.COM WILL NOT BE RESPONSIBLE FOR ANY DAMAGE YOU SUFFER AS A RESULT OF YOUR INTERACTIONS WITH AND THE CONDUCT OF OTHER USERS AND FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

BECAUSE WE CANNOT CONTROL THE BEHAVIOUR OF OUR USERS AND MEMBERS PORNRECRUIT.COM DOES NOT:

. GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICES; OR

a. ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE CONDUCT OF ANY USERS OR MEMBERS OR FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENTS THEY MAKE.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, (1) PORNRECRUIT.COM'S TOTAL RESPONSIBILITY FOR ANY AND ALL CLAIMS YOU MAKE UNDER THESE TERMS (INCLUDING IMPLIED TERMS) OR RELATED TO THE USE OF THE SERVICES SHALL BE LIMITED TO THE AMOUNT YOU PAID TO US WITHIN THE LAST 6 (SIX) MONTHS OR \$50 (FIFTY) US DOLLARS, WHERE NO AMOUNT IS PAID TO US AND (2) PORNRECRUIT.COM WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA.

IN EVERY CASE, PORNRECRUIT.COM WILL NEVER BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, IDENTITY THEFT AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS, MEETINGS OR OTHER INTERACTIONS WITH OTHER USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

NOTHING IN THESE TERMS OR ANY ADDITIONAL TERMS LIMITS YOUR RIGHTS AS A CONSUMER, IF SUCH RIGHTS CANNOT BE CHANGED BY THESE TERMS.

GOVERNING LAW; YOUR OBLIGATIONS TO US

Our goal is to resolve any disputes amicably and quickly and we encourage you to contact us and explain your complaint as soon as it arises. This section is not intended to limit your rights as a consumer or your right to bring an action in your country of residence, to the extent such rights cannot be changed by this Agreement.

. **Governing Law.** This Agreement shall be governed by the internal substantive laws of the Netherlands, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree that any claim or dispute you may have against Pornrecruit.com must be resolved in a federal or state court located in Rotterdam, the Netherlands or as described in the Arbitration provision below. Both you and Pornrecruit.com retain the right to seek injunctive or other equitable relief in a court of competent

jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Rotterdam, the Netherlands is the proper forum for any appeals of an arbitration award or in the event that the Arbitration provision below is for any reason held to be unenforceable.

a. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM PORNRECRUIT.COM. For any dispute with Pornrecruit.com, you agree to first contact us within 30 days of when the dispute arises at help@Pornrecruit.com.com and attempt to resolve the dispute with us informally. In the unlikely event that Pornrecruit.com has not been able to informally resolve a dispute it has with you within 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief described in Section 19(a)) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims").

b. **CLASS ACTION AND JURY TRIAL WAIVER.** YOU AND PORNRECRUIT.COM AGREE THAT ANY AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PORNRECRUIT.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

c. **Severability.** If any clause within this Section 19 is found to be illegal or unenforceable, that clause will be severed from this section and the remainder of the section will be given full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

d. Except to the extent Pornrecruit.com is in breach of the terms of this Agreement, you shall be responsible for any losses, expenses or other costs incurred by Pornrecruit.com, its subsidiaries and affiliates, and each of their directors, officers, managers, agents, contractors, partners and employees due to or arising from

- .your use of or access to the Services, including any data or content transmitted or received by you, or your inability to use the Services;
- i.any claim or damages that arise as a result of any of your User Content or any User Content that is submitted via your account that is in breach of this Agreement, our policies or any Additional Terms;
- ii.your conduct in connection with the Services or our users that is in breach of this Agreement, our policies or any Additional Terms;
- iii.your violation of any of the terms of this Agreement, including without limitation your breach of any of the statements you have agreed to in this Agreement;
- iv.your violation of any rights of a third party, including without limitation any right of privacy or intellectual property rights;
- v.any other party's access and use of the Services with your unique username, password or other appropriate security code; or
- vi.your violation of any applicable laws, rules or regulations.

TERMINATION

Unless otherwise provided, this Agreement is effective upon your first use of the Services and shall remain in effect until it is terminated in accordance with the terms of this Agreement.

. **Termination by Pornrecruit.com.** Pornrecruit.com may suspend, deactivate or terminate your account and your right to use the Services and may block or prevent your access to and use of the Services at any time if you commit a breach the terms of this Agreement, in Pornrecruit.com's discretion. In particular and without limitation, if you breach the terms of clauses 2, 3, 4, 6, 8, 9, 12 and 15 we may terminate this agreement.

We may also terminate this Agreement by giving you notice.

We may remove or block access to your account information, User Content or data from our Services and any other records at any time in accordance with the terms of this Agreement.

In the event that your access to any of the Services is terminated or suspended in accordance with the terms of this Agreement, you agree that all fees then paid to Pornrecruit.com by you will be nonrefundable, except as otherwise provided by law. All decisions relating to refunds of the fees are at Pornrecruit.com's discretion.

a. **Termination by You.** You may deactivate or terminate your account at any time, for any or no reason, by accessing the "settings" page of your account or by contacting us as described above. If you deactivate or terminate your account before the expiry of your subscription, please see clause 12(e). Except as otherwise provided by law or under this Agreement, you will not be entitled to any refund of the fees you have paid to Pornrecruit.com. All decisions relating to refunds of the fees are at Pornrecruit.com's discretion.

b. **Survival.** After your account is suspended, deactivated or terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination, including without limitation Sections 17, 18, 19 and 21.

MISCELLANEOUS

This Agreement, and any rights and licenses granted in this Agreement, may not be transferred by you without Pornrecruit.com's consent, but may be transferred by Pornrecruit.com without restriction.

Pornrecruit.com intends to rely on the terms of this Agreement and the terms of any Additional Terms as setting out the written terms of our relationship with you unless we have both agreed to a separate written agreement between us that expressly governs over this Agreement.

If any provision of this Agreement is illegal or otherwise unenforceable, this shall not affect the rest of this Agreement or the Additional Terms.

Other than any entities that Pornrecruit.com owns a 50% or greater interest in, or as otherwise set forth in this Agreement, there are no third-party beneficiaries to this Agreement and no third party who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

If you do not comply with this Agreement and we do not take action immediately, this does not mean that we have given up any rights that we may take action in the future.

LANGUAGE OF THE AGREEMENT

The language of this Agreement is English.

Where Pornrecruit.com has provided a translation of the English version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement will govern your relationship with Pornrecruit.com.

If there is any contradiction between what the English language version of this Agreement says and what a translation says, then the English language version will take precedence.