

Terms of Service Agreement
Last Updated: September 2026

This Agreement governs your access to and use of the Services. The Services provides access to graphic audiovisual content containing adult language, nudity, and descriptions and depictions of explicit sexual activity and various other products and services offered by third-party Artists.

Please pay attention to the following sections of this Agreement: (i) Section 9 (Limitation of Liability); (ii) Section 10 (Indemnification); and (iii) Section 11 (Dispute Resolution), including (a) Section 11.2 (**Mandatory Arbitration**), (b) Section 11.6 (**Jury Trial Waiver**), and (c) Section 11.7 (**Class Action Waiver**), and (d) Section 11.8 (**Limited Time to Bring Claims**).

Notice Regarding Dispute Resolution: This document requires the use of arbitration on an individual basis to resolve disputes rather than jury trials or class actions. Please read the alternative dispute resolution provision (Section 11) in this Agreement as it affects your rights under this Agreement.

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1. **Definitions.**

- 1.1 “**Agreement**” means these Terms of Service.
- 1.2 “**Artist**” means any user who has been approved by us to post Content that may be licensed to users for a fee.
- 1.3 “**Basic Moderation**” means any action taken by us to (i) alter, remove, limit, or block the username, password, or other identifiers of any user; (ii) alter, remove, limit, or block any Content shared by any user; (iii) restrict the right of any user to share Content on the Services; (iv) otherwise limit, suspend, or terminate any user’s account; (v) require that any user undergo and pass certain age and identity verification procedures; or (vi) disclose your personal information as required by applicable law or court order.
- 1.4 “**Content**” means any Materials that are shared on the Services by a specific user.
- 1.5 “**Contests**” means any activity that offers a prize, for any purposes, including solely for promotional purposes, whether by contest, competition, sweepstakes, draw, or other similar opportunity by whatever name, and whether by chance, skill, or other means.
- 1.6 “**Earnings**” means the Fan Payment less the IWC Fee (exclusive of any tax element).
- 1.7 “**Enhanced Enforcement**” means any action taken by us to (i) report the matter to law enforcement, the National Center for Missing and Exploited Children’s CyberTipline, or any other applicable legal and regulatory bodies; (ii) pursue any legal remedies against you for breach of this Agreement; or (iii) otherwise limit the risks associated with any suspected violation of this Agreement or our other policies, as we reasonably deem appropriate.
- 1.8 “**Fan Payment**” means any payment made by a user to an Artist, including licensing fees paid to subscribe to, access, download, or otherwise use Content or features offered by an Artist through the Services and any tips made to an Artist. The Fan Payments are exclusive of taxes, which will be added at the current rate applicable to Fan Payments.
- 1.9 “**Feedback**” means any feedback, ideas, suggestions, proposals, comments, or materials regarding any existing, new, improved, enhanced, or potential goods, services, processes, advertising campaigns, promotions, marketing plans, or technologies.

- 1.10 “**Identifiable Traits**” means the legal names, stage names, aliases, trade names, logos, images, likenesses, signatures, biographical and professional information, and other identifiable traits of any specific real person, living or dead.
- 1.11 “**Indemnified Parties**” means us and our directors, officers, employees, agents, subsidiaries, affiliates, licensors, and services providers.
- 1.12 “**IWC Fee**” means the fee that you pay to us for providing the Services to you, which is calculated as the Fan Payment less the Earnings (exclusive of any tax element).
- 1.13 “**Materials**” means any content, data, text, graphics, interactive features, logos, images, photos, audio (for example, music and other sounds), videos, software, and all other audible, visual, or materials, whether downloadable or non-downloadable.
- 1.14 “**OFAC**” means the U.S. Office of Foreign Assets Control.
- 1.15 “**Services**” means the goods and services that we provide to our users through the websites located at www.iwantclips.com, www.iwantcustomclips.com, www.iwantphone.com, and any affiliated websites or mobile version, including the Materials and our billing solutions, advertising media, storage, hosting, phone chat software, video calling software, messaging software, AI, and virtual stores, as well as our Facebook, Instagram, X, and any other social media accounts owned or operated by us.
- 1.16 “**Third-Party Advertisements**” means any third-party website, good, or service linked to or advertised on the Services, regardless of whether such link or advertisement was posted by us or a third party, and any goods or services offered by such third parties.
- 1.17 “**Wallet Credits**” means any amount paid to us for virtual credits that can be used at a later time to make Fan Payments to Artists.
- 1.18 “**We**”, “**us**”, “**our**”, “**ours**”, etc. means Gatsby Enterprises CA LLC, a California limited liability company, and IWC International Ltd, a company incorporated in Cyprus with its registered office at 121 Prodromou Avenue, 2064 Strovolos, 1st Floor, Hadjikyriakion Bldg 1, Nicosia, 2064, Cyprus, which together own and operate the Services.
- 1.19 “**You**”, “**your**”, “**yours**”, etc. means you, the individual or entity signing up to be a user of the Services.

2. **Accounts.**

- 2.1 **Eligibility.** We may allow you to register a single account on the Services and to continue accessing and using the Services, if you (i) have the legal capacity to enter into legally binding contracts, (ii) are duly licensed, authorized, and certified by all applicable governmental and regulatory authorities to perform your duties and obligations under this Agreement, (iii) pass all age and identity verification procedures that we ask you to undergo from time to time, (iv) are aware of and not offended by the adult nature of the Materials, (v) are familiar and comply with your jurisdiction's laws affecting your right to access and use such Materials, (vi) voluntarily request access to and use of such Materials for your private enjoyment, and (vii) are either:
- (a) an individual who is at least eighteen (18) years old (or the age of majority in your jurisdiction, if higher), and you do not meet any of the conditions in Section 2.2 (Ineligibility); or
 - (b) the authorized agent of an entity that is duly organized in its jurisdiction of organization, and you meet the requirements for individuals in Section 2.1(a) (Eligibility).
- 2.2 **Ineligibility.** You will not access or use the Services if you do not meet the requirements of Section 2.1 (Eligibility). Further, you represent and warrant that you (and the entity, if applicable):
- (a) are not accessing the Services from a jurisdiction where doing so violates any applicable law;
 - (b) have not been previously terminated or suspended for violation or suspected violation of this Agreement or our other policies;
 - (c) are not a registered sex offender in any jurisdiction;
 - (d) are not prohibited from engaging in transactions with U.S. citizens, nationals, or entities under U.S. law, including regulations issued by OFAC;
 - (e) are not a Specially Designated National, as OFAC may designate on one or more occasions; and
 - (f) do not create a conflict with or otherwise violate any order, judgment, or decree that applies to you, or any other agreement of which you are a party, by entering into this Agreement.
- 2.3 **Account Information.** You will complete the registration process by selecting a username and password and providing honest, accurate, and complete information as prompted by the registration form. You will not choose a

username that is offensive or that infringes a person's service mark, trademark, or trade name.

- 2.4 **No Account Sharing.** You are responsible for keeping your account credentials confidential. You will not sell, rent, lease, share, transfer, or otherwise provide access to or use of your account to any third party. You will not access or use any third party's account. You are responsible for all activities that occur under your account, and you will promptly notify us of any unauthorized use of your account. You may be held liable for losses incurred by us or a third party caused by unauthorized access to or use of your account. While we take great measures to ensure the integrity and security of your personal information in accordance with our [Privacy Policy](#), we cannot guarantee that unauthorized persons will never be able to defeat our security measures or improperly use any personal information that you provide to us. Accordingly, you submit your personal information to us at your own risk.
 - 2.5 **Your Relationship To Third Parties.** We are not required to review, endorse, police, or enforce any relationships or interactions between you and any third party. We are not required to resolve any dispute between you and any third party, except as set out in our [Complaint Policy](#).
 - 2.6 **Termination By You.** You may terminate your account or remove your Content at any time for any reason, provided that doing so is not a violation of any representations you made for the purpose of licensing your Content.
 - 2.7 **Effect Of Termination.** Upon termination of your account, your right to access the Services and all licenses granted by us terminates.
 - 2.8 **Survival.** Any part of this Agreement that imposes an obligation after termination will survive the termination, including all warranty disclaimers and limitations of liability.
3. **Our Intellectual Property.**
- 3.1 **Our Copyrights And Trademarks.** The Services are the intellectual property of us or our licensors. United States copyright laws protect the Services. All rights to the Services remain with us or our licensors. You do not acquire any ownership rights to the Services. Our names, domain names, slogans, designs, and logos, including the terms IWC, IWCC, IWP, IWFC, IWE, IWANTCLIPS, IWANTCLOUD, IWANTCUSTOMCLIPS, IWANTPHONE, IWANTFANCLUB, and IWANTEMPIRE, as well as the selection, organization, coordination, compilation, and overall look and feel of the Services, are our intellectual property. We reserve all rights not expressly granted in and to the Services. You will not use our intellectual property without first obtaining our prior written permission. If you obtain prior written permission to use our intellectual property, you will not use our intellectual property in connection with

any product or service that is not ours, in any manner that is likely to confuse consumers, or in any way that disparages or discredits us. Reference on the Services to any third party's intellectual property does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

3.2 **Our License To You.** We grant you a limited, nonexclusive, nontransferable, nonsublicensable, revocable license to access and use the Services for your personal, noncommercial use only, in accordance with this Agreement. We prohibit any use of the Services other than as permitted by this Agreement. We may, but are not required to, update, amend, or terminate the Services or any portion thereof at any time, for any reason or no reason at all, with or without notice to you.

3.3 **Applicability of Our License.** All we are providing you is access to and use of the Services. You are responsible for making all arrangements necessary for you to access and use the Services. We make no claims that the Services are accessible or appropriate for use outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain jurisdictions. This license is not applicable to any person by whom, nor in any jurisdiction where, access to or use of the Services is prohibited by law. If you access the Services from outside the United States, you do so on your initiative and are responsible for complying with local laws.

4. **Licensing Content from Artists.**

4.1 **Wallet Credits.** If you provide a valid, current, and accepted payment method, you may purchase Wallet Credits, and you may exchange those Wallet Credits for Fan Payments at a later time.

(a) **Use of Wallet Credits.** Wallet Credits are subject to a maximum amount as determined by us from time to time. Interest will not accrue on Wallet Credits. Wallet Credits are nonrefundable and nontransferable. Wallet Credits do not constitute a personal property right, have no value outside the Services, and can only be used to make Fan Payments via the Services. Wallet Credits have no cash value and are not exchangeable for cash.

(b) **Insufficient Wallet Credits.** If you attempt to make a Fan Payment that costs more than the total amount of your remaining Wallet Credits, your payment method will be charged the full amount for that Fan Payment.

(c) **Expiration of Wallet Credits.** Wallet Credits expire one (1) year from the date on which you last exchanged any Wallet Credits for a Fan Payment. Except where we are required to turn over such Wallet Credits as unclaimed property under applicable law, we may, but are not required to, deduct your expired Wallet Credits any time after expiration. To avoid

expiration and deduction of your Wallet Credits, you may log in to the Services and exchange all or some of your Wallet Credits for a Fan Payment within one (1) year of the date on which you last exchanged any Wallet Credits for a Fan Payment. You will not be entitled to restoration of any expired and deducted Wallet Credits.

- (d) **Forfeiture of Wallet Credits.** If we terminate your account for breach of this Agreement or you terminate this Agreement, you will forfeit all Wallet Credits remaining on your account, except where we are required to turn over such Wallet Credits as unclaimed property under applicable law.

4.2 **Fan Payments.** If you provide a valid, current, and accepted payment method, you may make Fan Payments. You understand and agree that (i) Fan Payments for licenses may be required to access or use certain portions of the Services, (ii) all Fan Payments for tips are voluntary gifts, rather than a payment in exchange for any promise of any goods or services, (iii) all Fan Payments are between you and the applicable Artist, (iv) we are not a party to any Fan Payment, and (v) the applicable Artist, not us, is solely responsible for the provision of all goods or services related to each Fan Payment.

4.3 **IWC Fee and Earnings.** In relation to each license accepted and each tip provided by you, with the assistance of our third-party service providers, and subject to our minimum payout thresholds:

- (a) We will collect the licensing fee or tip from you;
- (b) We will automatically deduct the IWC Fee that you pay to us;
- (c) You will pay the Earnings to the Artist; and
- (d) We will assist in processing the payment of the Earnings from you to the Artist.

4.4 **Price Changes.** You understand and agree that the prices may change at any time, with or without notice to you, except where notice is required by law. It is your responsibility to check the current price at the time of the Fan Payment. We do not offer price protection or refunds in case of a price reduction or promotional offering. We will charge your payment method for the current price listed along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations.

4.5 **Payment Processing.** We may process Fan Payments through our third-party payment processing services via the payment methods identified on the Services at checkout. You will comply with any relevant terms or other legal agreement that governs your use of your chosen payment method. Your payment provider

may charge you currency conversion fees. We do not control currency exchange rates or charges imposed by your payment provider. We are not responsible for paying any charges or fees imposed by your payment provider.

- 4.6 **Taxes.** You are responsible for all applicable federal, national, state, provincial, or local sales or use taxes, value-added taxes, or similar taxes or fees payable with your Fan Payment. If we collect or pay any taxes with your Fan Payment, we will charge you those taxes at the time of each Fan Payment
- 4.7 **Refunds.** All purchases of Wallet Credits and all Fan Payments are final, nonrefundable, and fully earned on receipt. If you are unhappy with a Fan Payment, please consult with the Artist to whom that Fan Payment was made. While we make no promises that we or any Artist will offer a refund, you may email us at support@iwantclips.com to explain any exceptional circumstances that you believe merit a refund, and we, in our sole and absolute discretion, may approve a refund in the form of Wallet Credits in exceptional circumstances. The provision of a refund in one instance does not entitle you or any other user to a refund in any other instance.
- 4.8 **Disputes Over Fan Payments.** If you believe we have charged you for any Wallet Credits or Fan Payment in error, you will notify us of the nature and the amount of the purported error in writing by email us at support@iwantclips.com no later than thirty (30) days after such error occurs. In our sole and absolute discretion, we may correct such errors by adding Wallet Credits to your account.
- 4.9 **Consumer Rights Information for California Residents Only.** If you are a California Resident, in compliance with California Civil Code § 1789, please note that, if you wish to gain access to certain areas of the services, you will need to register an account. While we do not charge consumers for registering an account, Artists may charge for licenses to their Content. You may contact us to resolve any billing disputes or receive further information about the Services by contacting us at support@iwantclips.com, (307)-222-0026, or Gatsby Enterprises CA LLC, 7190 Sunset Blvd., Suite 1423, Hollywood, California 90046.

5. **Your Content.**

- 5.1 **Your Licenses.** The licenses granted by you in this Agreement continue for a commercially reasonable period after you remove your Content from the Services or after the termination of this Agreement. You represent and warrant that you own or have a sublicensable license to all rights in your Content and to any Identifiable Traits depicted therein, and that you have the unencumbered right to grant the licenses herein.
 - (a) **Your License To Us.** You grant us and our subsidiaries, affiliates, service providers, and each of their respective successors, licensees, and assignees a worldwide, sublicensable, nonexclusive, royalty-free,

transferrable license to reproduce, prepare derivative works of, distribute, display, and perform your Content on the Services and in all media now known or later created, for any purpose, and in proximity with or in connection with any other Materials, without further consent from or any royalty, payment, or other compensation to you.

- (b) **Your License To Our Users.** You grant each of our users a worldwide, nonexclusive license to access your Content on the Services, according to the terms of their respective license. This license does not grant any rights or permissions for any user to access or use your Content independent of the Services.

5.2 **Your Copyrights.** You are the owner of the copyrights in your Content, and the other users are the owners of the copyrights in the Content that those other users share on the Services. We respect the copyrights of all parties and comply with the Digital Millennium Copyright Act (“DMCA”). We do not permit copyright infringing activities or infringement of other intellectual property rights on the Services, and we will remove any Material if you properly notify us that any Material infringes on your copyrights. We have adopted a policy regarding termination of repeat copyright infringers in compliance with the DMCA, and we reserve the right to terminate your account in accordance with our DMCA Policy or Repeat Infringer Policy. Copies of our Repeat Infringer Policy are available upon request. You may find information regarding submission of a notice of infringement in our [DMCA Policy](#).

5.3 **Filtering Tools.** We may provide you with blocking, geofencing, and filtering tools to prohibit individual users or groups of users from accessing your Content or otherwise interacting with you, and we may allow you to use certain third-party tools for the same purpose. However, you agree that your Content may be viewed by individuals across the world who may recognize your identity, regardless of any such tools that may be offered by us. You remain solely responsible for all acts or omissions associated with use of such tools by you.

5.4 **Feedback.** If you submit Feedback to us, regardless of what your submission states, you understand and agree that we will consider the Feedback to be nonconfidential and nonproprietary, and you grant us the right to use, copy, redistribute, disclose, and otherwise exploit the Feedback for any purpose in any way, without compensation to you or any third party. We will have no obligations related to the Feedback, including no obligation to review, acknowledge receipt of, or return the Feedback.

6. **Prohibited Content.**

6.1 **Pre-Publication Review.** We may review Content before it is published to the Services and attempt to preemptively block any Content that is prohibited. You

will not attempt to circumnavigate our attempts to review or preemptively block any Content that is prohibited.

6.2 No Content Depicting Yourself or Third Parties. You will not post any Content depicting yourself or any third party, unless you are an Artist and your Content depicting yourself or any third parties complies with our [Artist Agreement](#).

6.3 Prohibited Categories. You will not share any Content that promotes, depicts, advertises, encourages, facilitates, solicits, advocates, or discusses, whether real, simulated, or implied:

- (a) minors, pedophilia, or child abuse or exploitation;
- (b) age-play, including adult-baby/diaper lover;
- (c) incest;
- (d) illegal prostitution, escorting services, or sex trafficking;
- (e) scenarios involving a lack of consent, including, rape, kidnapping, hypnosis, intoxication, or sexual assault;
- (f) extreme violence, whether inflicted by you or a third party, including cutting, self-harm, suicide, asphyxiation, torture, sadomasochistic abuse, nonconsensual pain, hardcore bondage, extreme fisting, oversized toys, firearms or other weapons, and genital mutilation;
- (g) necrophilia;
- (h) bestiality, including monstrous humanoids or animal-themed sex toys;
- (i) bodily fluids, including urine, scat, enema play, vomit, and blood, but excluding semen, female ejaculation, and saliva;
- (j) alcohol or illegal or illicit drugs and any paraphernalia related to the same;
- (k) any goods or services whose sale, possession, or use is subject to prohibitions or restrictions;
- (l) unsolicited sexual Content sent directly to another user without consent (also known as “cyber flashing”);
- (m) unsolicited sexual Content that objectifies another person without consent (also known as “sexual harassment”);

- (n) fake or manipulated sexual Content concerning another person (including “deepfakes”);
- (o) sexual Content depicting any individual who has not consented to being depicted in the Content, to the Content being distributed on the Services, or to the Content being downloaded from the Services (also known as “revenge porn”); and
- (p) any illegal activities.

6.4 No Inappropriate Content. You will not share any Content that is harmful, threatening, defamatory, libelous, slanderous, inaccurate, deceptive, obscene, indecent, lewd, abusive, offensive, vulgar, harassing, annoying, upsetting, violent, menacing, intimidating, alarming, embarrassing, distressing, discomfoting, hateful, blasphemous, inflammatory, scandalous, or otherwise objectionable or inappropriate.

6.5 No Unauthorized Use Of Identifiable Traits. You will not share any Content that uses the Identifiable Traits of any third party without authorization or that is otherwise based on or bears a strong resemblance to any real person, living or dead, without that person’s consent.

6.6 No Unauthorized Characters. You will not share any Content that depicts any preexisting fictional character, unless you (i) are the owner of all rights associated with that preexisting fictional character, or (ii) have the right to share that preexisting fictional character in your Content and to sublicense that right to us and our users.

7. **Acceptable Use Policy.** Engaging in any prohibited act will be considered a breach of this Agreement and may result in Basic Moderation or Enhanced Enforcement by us. We may also pursue any other legal remedies or appropriate actions against you, including civil or criminal penalties, injunctive relief, and forfeiture of revenue.

7.1 Authorized Purposes Only. You will not use the Services for any purpose other than as offered by us, including in any way that is violative of:

- (a) this Agreement or our other policies;
- (b) any applicable law, regulation, or treaty of any applicable governmental body;
- (c) credit card association standards; or
- (d) any order, judgment, or mandate from any court of competent jurisdiction.

- 7.2 **No Hate Speech Or Hateful Activities.** You will not vilify, humiliate, dehumanize, incite hatred or fear, call for exclusion or segregation, make statements of inferiority, publish false material with the intention to cause harm, or promote violence or discrimination based on race, ethnicity, immigration status, sex, gender identity or expression, religion, nationality, class, caste, disability, serious disease, veteran status, sexual orientation, or age.
- 7.3 **No Intellectual Property Infringement.** You will not infringe any copyright, patent, service mark, trademark, trade name, trade secret, or other intellectual property or proprietary rights of any other person, such as by making, obtaining, distributing, or otherwise accessing illegal copies, deleting intellectual property right indications, or otherwise manipulating identifiers in order to disguise the origin of your Content, except that you may:
- (a) Temporarily store copies of the Materials in RAM incidental to access and view those Materials, such as by automatically caching such copies in your browser for display enhancement purposes; and
 - (b) Download or electronically store in your iWantCloud account one copy of such portion of the Materials, if explicitly enabled by a feature of the Services such as a “Download” button.
- 7.4 **No Violation Of Third-Party Rights.** You will not violate any third party’s legal rights (including the rights of publicity, privacy, confidentiality, and data protection rights), such as:
- (a) impersonating any person or entity, or misrepresenting your identity or your affiliation with any person or entity;
 - (b) giving the impression that it emanates from or is endorsed by us or any other individual or entity if this is not the case; or
 - (c) displaying any telephone numbers, street addresses, last names, email addresses, URLs, geographic locations, or other personal information of any third party without their consent.
- 7.5 **No Destructive Behavior.** You will not engage in any antisocial, disruptive, or destructive behavior, such as:
- (a) engaging in doxing, bombing, flaming, flooding, trolling, and griefing, as those terms are commonly understood and used on the Internet;
 - (b) making or sending unsolicited offers, advertisements, proposals, junk mail, promotional or solicitation materials, information announcements, charity requests, petitions for signatures, or spam to other users;

- (c) sharing technically harmful material, including computer viruses, logic bombs, Trojan horses, worms, malware, ransomware, adware, spyware, harmful components, corrupted data, or other malicious software, code, file, program, or harmful data;
- (d) circumventing, disabling, damaging, overburdening, impairing, or otherwise interfering with the operations of the Services, any user's access to, use of, or enjoyment of the Services, or our security-related features;
- (e) reverse engineering, decompiling, disassembling, or otherwise discovering the source code of the Services, except and only if that activity is expressly permitted by applicable law;
- (f) accessing or using automated processes (such as robots, spiders, and scrapers) other than in connection with bona fide search engine indexing or as we may otherwise expressly permit;
- (g) commercially exploiting, mirroring, or framing the Services; or
- (h) taking any action that imposes an unreasonable or disproportionately large load on our technology infrastructure or otherwise makes excessive demands on the Services.

7.6 No Platform Manipulation. You will not engage in platform manipulation, including utilizing bots or other fraudulent means to artificially drive traffic to or inauthentically generate engagements with any account, Materials, or links to third-party websites.

7.7 No Extortion. You will not extort money or other benefit from a third party in exchange for removal of your Content.

7.8 No Unauthorized Access. You will not access any third party's account.

7.9 No Account Sharing. You will not sell, rent, transfer, share, or lend your account to any third party, and you will not otherwise allow any third party to access your account.

7.10 No Fraud. You will not defraud us or our users, such as:

- (a) misrepresenting whether any of your Content does or will contain nudity or sexual activity;
- (b) failing to honor any lawful representation made to other users in furtherance of licensing your Content or receipt of tips; or

(c) working together with a member or hacker to accept payment from stolen credit cards.

- 7.11 **No Third-Party Payment Processing.** You will not offer or use any third-party payment processors to make or accept payment for any licenses to any Content, to receive any tips, or otherwise related to any other goods or services offered or delivered on or through the Services.
- 7.12 **No In-Person Meetings.** You will not solicit, arrange, or accept payments for travel or in-person meetings.
- 7.13 **No Unauthorized Contests.** While we may offer Contests from time to time, and we may allow the Artists to offer Contests in accordance with our [Artist Agreement](#) from time to time, you will not engage in or offer any unauthorized Contests. If you participate in any Contest, whether operated or promoted by us or an Artist, you are responsible for reading and ensuring that you (i) understand and agree to the applicable rules and any eligibility requirements, (ii) are lawfully able to participate in that Contest, and (iii) comply with those rules and requirements.
- 7.14 **No Harmful Linking.** You will not link to the Services on any third-party website that is illegal, unfair, or damages or takes advantage of our reputation, including any link which establishes or suggests a form of association, approval, or endorsement by us where none exists.
- 7.15 **No Linguistic Circumvention.** You will not use slang, acronyms, abbreviations, emojis, GIFs, or other media to communicate or otherwise engage any activity that violates this Agreement or our other policies.
- 7.16 **No Disparagement.** During the course of this Agreement and for a period of two (2) years after the termination of this Agreement, you will not take any action that is intended, or would reasonably be expected, to harm the reputation of the Indemnified Parties or our users, or that would reasonably be expected to lead to unwanted or unfavorable publicity to the Indemnified Parties or users. But nothing will prevent you from making any truthful statement in connection with any legal proceeding or investigation by us or any government body.
- 7.17 **No Circumvention of Age Verification.** You will not use VPNs, proxy servers, nor any other tool to circumvent our identity or age verification requirements. In the event that you breach this provision, you specifically agree to indemnify IWC for any losses caused by such action in accordance with Section 10(f).
- 7.18 **No AI Training.** You will not use the Materials to train large language models or for any other purpose in relation to any artificial intelligence programs.

7.19 No Attempts To Violate. You will not attempt to do any of the acts described herein.

7.20 No Assisting Violations. You will not assist or permit any third party who engages or attempts to engage in any of the acts described herein.

8. **Moderation.**

8.1 Basic Moderation. We may engage in Basic Moderation at any time, for any reason or no reason at all, with or without notice to you.

8.2 Enhanced Enforcement. We may engage in Enhanced Enforcement, with or without notice to you, if we reasonably suspect that you violated this Agreement or our other policies.

9. **Limitation of Liability.**

9.1 We Make No Warranties. We offer the Services “as is” and “as available.” The Indemnified Parties make no express or implied warranty about the Services, including any implied warranty of merchantability, fitness for a particular purpose, and noninfringement. The Indemnified Parties make no warranty to the completeness, safety, security, reliability, quality, accuracy, or availability of the Services. No oral or written advice or information obtained from any Indemnified Party will create any warranty not expressly stated in this Agreement. The Indemnified Parties do not endorse the opinions expressed by, nor any Content shared by, any user. The Indemnified Parties will not be liable for any action or inaction regarding transmissions, communications, or Content provided by any third party. The Indemnified Parties cannot and do not state that the Services, including any Materials downloaded from the Services, will be free from loss, corruption, attack, viruses, other destructive code, interference, hacking, or other security intrusions. The Indemnified Parties will not be liable for any loss or damage caused by (i) a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, mobile device, computer programs, data, or other proprietary material because of your use of the Services or any services or items obtained through the Services; or (ii) your downloading of any Materials.

9.2 You Assume All Risks. You assume sole responsibility for all risks, consequences, and damages resulting from use of the Services by you, including the risk of recording, piracy, or unauthorized dissemination of your Content or publication of your identity or personal information. You agree that your Content and your Identifiable Traits may appear on the Services and other websites containing pornographic content or other content that you might consider obscene, indecent, offensive, or otherwise objectionable. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular

requirements for antivirus protection and accuracy of data input and output and keeping a means external to the Services for any reconstruction of any lost data.

9.3 Waivers And Releases. You waive and release the Indemnified Parties from any claims arising from or related to:

- (a) your breach of this Agreement or our other policies;
- (b) errors, mistakes, interruptions, delays, failures, defects, or inaccuracies of the Services, including any Output Errors and any errors arising from or relating to your use of any filtering tools;
- (c) the Content, whether shared by you or another user;
- (d) the Third-Party Advertisements;
- (e) any Contest operated or promoted by any Artist, except those Contests that are operated by us;
- (f) any activities by any other user or third party;
- (g) violation of “moral rights” in relation to our use of your Content;
- (h) hacks, cyberattacks, bugs, viruses, trojan horses, malware, ransomware, and other disabling code or unauthorized access to or use of your account or the Services;
- (i) interruption or cessation of the Services or any portion thereof;
- (j) incompatibility between the Services and any other services, hardware, or software;
- (k) breach-of-contract damages that could not reasonably have been foreseen on entry into this Agreement;
- (l) any purported error in any Fan Payment associated with your account, if you fail to notify us of any such dispute within thirty (30) days after such purported error occurs;
- (m) any action taken during, or because of, investigations by us, law enforcement authorities, or any civil claimant;
- (n) other losses or damages resulting from access to or use of the Services, including personal injury, property damage, pain and suffering, emotional distress, loss of use, loss of services, loss of profits, loss of revenue, loss of goodwill, loss of contracts, loss of data, loss of privacy, loss of

business, loss of opportunity, loss of anticipated savings, or the cost of obtaining substitute services.

- 9.4 **Claims Related to Content.** You will make all claims arising from or related to any Content against the Artist who shared or appeared in the Content. You will not make any claims arising from or related to the Content against any Indemnified Party.
- 9.5 **Claims Related to the Third-Party Advertisements.** Although the Services may include Third-Party Advertisements, we do not control or endorse the Third-Party Advertisements, and we make no representations or warranties about the Third-Party Advertisements. You are solely responsible for determining if you want to access or use, including making any purchases related to, any of the Third-Party Advertisements. Your access to and use of any Third-Party Advertisements is solely at your own risk and subject to the terms and conditions imposed by such third parties.
- 9.6 **Exclusion of Damages.** The Indemnified Parties will not be liable to you for any direct, indirect, incidental, special, statutory, exemplary, or punitive damages arising from or relating to this Agreement, regardless of the theory of liability and even if the Indemnified Party knew or should have known of the possibility of these damages, including loss of revenue or anticipated profits or lost business. Even if the remedy fails of its essential purpose, the total cumulative liability of the Indemnified Parties to you will not exceed the greater of (i) total amount owed to you under this Agreement, or (ii) two hundred dollars (\$200).
- 9.7 **Scope.** The disclaimers and limitations stated in this Agreement apply to the greatest extent allowed by law, but no more. We do not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the limitation of some damages or other matters, one or more disclaimers or limitations might not apply to you.
- 9.8 **Waiver Of California Civil Code § 1542.** If you live in California, you understand (i) the consequences of entering into the general release and discharge of all known and unknown claims as stated in this Agreement, and (ii) the provisions of California Civil Code § 1542, which provides that: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.** You waive all rights under § 1542 and any other federal or state statutes or laws of similar effect.

10. **Indemnification.**

- 10.1 **In General.** Except for losses caused by the Indemnified Party's intentional misconduct, you will pay Indemnified Parties for any judgment, settlement, fine,

damages, injunctive relief, staff compensation, decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers), or other losses, whether arising from personal injury, property damage, or other causes, whether based on tort, breach of contract, or any other theory of recovery, and including incidental, direct, and consequential damages, of any Indemnified Party that is caused by (such that the loss would not have occurred without the event, even if the event is not a proximate cause of the loss):

- (a) your access to or use of the Services;
- (b) your activities offline or on any third-party platform;
- (c) the Materials;
- (d) any dispute between you and any third party, including any other user;
- (e) your tortious or criminal acts or omissions; and
- (f) your breach of this Agreement or our other policies.

10.2 **Duty To Notify.** The Indemnified Party will notify you before the 15th business day after the Indemnified Party knows or should reasonably have known of a claim for a loss that you might be obligated to pay. The Indemnified Party's failure to give you timely notice does not terminate the obligation of you, except to the extent that the failure prejudices the ability of you to defend the claim or mitigate losses.

10.3 **Legal Defense.** You will provide the Indemnified Party with control over defense of such claims (including settlement), unless the Indemnified Party directs you to control the defense. If the Indemnified Party directs you to control the defense, you will not settle any litigation without the Indemnified Party's written consent if the settlement (i) imposes a penalty or limitation on the Indemnified Party, (ii) admits the Indemnified Party's fault, or (iii) does not fully release the Indemnified Party from liability. You and the Indemnified Party will cooperate in good faith on any such claim.

10.4 **No Exclusivity.** The rights of the Indemnified Parties under this Agreement do not affect other rights that the Indemnified Parties might have.

11. **Dispute Resolution.**

11.1 **Litigation Election.** Either party may elect to litigate: (a) an action seeking injunctive relief, or (b) a suit to compel compliance with this Section 11 (Dispute Resolution).

- 11.2 **Mandatory Arbitration.** The parties will settle all claims and disputes arising out of or relating to this Agreement by binding online/virtual arbitration with Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is unavailable). The parties will abide by all rules of ARS, as found at www.arbresolutions.com. The parties agree that the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of this Agreement. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration. The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator will not award punitive or exemplary damages or damages otherwise limited or excluded in this Agreement. The arbitrator's award will include costs of arbitration, reasonable legal fees, and reasonable costs for experts and other witnesses. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this Agreement without the other party's prior written consent.
- 11.3 **Injunctive Relief.** You understand and agree that breach of this Agreement by you could cause irreparable harm for which damages would be an inadequate remedy. Accordingly, if any breach occurs or is threatened, we may seek an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security and without proof of actual money damages in connection with the claim.
- 11.4 **Jurisdiction And Venue.** If a party brings any proceeding seeking an injunction, a restraining order, or any other equitable remedy to which that party is entitled under this Agreement, that party will bring that proceeding only in the United States District Court for the Central District of California or in any state court of competent jurisdiction in Los Angeles County, California, and each party submits to the exclusive jurisdiction and venue of those courts for purposes of any proceeding. Each party waives any claim that any proceeding brought under this Subsection 11.4 (Jurisdiction And Venue) has been brought in an inconvenient forum or that the venue of that proceeding is improper.
- 11.5 **Recovery Of Expenses.** In any arbitration or litigation proceedings between the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses. If any proceedings are voluntarily dismissed or are dismissed

as part of the settlement of that dispute, neither party will be the prevailing party in those proceedings.

- 11.6 **Jury Trial Waiver.** Each party waives its right to a trial by jury in any proceedings arising out of or relating to this Agreement. Either party may enforce this waiver up to and including the first day of trial.
- 11.7 **Class Action Waiver.** The parties will conduct all proceedings to resolve a dispute in any forum on an individual basis only. Neither party will seek to have any dispute heard as a class action or participate in any other proceeding in which either party acts or proposes to act in a representative capacity. The parties will not combine any proceeding with any third party without the advanced written consent of all parties to all affected proceedings. Both parties understand and agree that each party is waiving the right to participate in a class action.
- 11.8 **Limited Time To Bring Claims.** A party will not bring a claim arising out of or relating to this Agreement more than one (1) year after the cause of action arose. Any claim brought after one (1) year is barred.

12. General.

- 12.1 **Assent to this Agreement.** This Agreement applies to all users, whether you are a “visitor” or a “registered user.” By clicking on the “I Agree” button on the warning page, checking the appropriate box during registration, or accessing any part of the Services, you agree to this Agreement. If you do not want to agree to this Agreement, you must [leave the Services](#).
- 12.2 **Modifications to this Agreement.** We may change this Agreement on one or more occasions by updating this page. The top of this page will tell you when we last updated this Agreement. Changes take effect on the “last updated” date stated at the top of this page. Changes will not operate retroactively. We will try to let you know when we change this Agreement if we can do so reasonably. But you should frequently check this page to make sure that you are operating under the most current version of this Agreement. We will consider your continued use of the Services after we post the changes as your acceptance of the changes even if you do not read them. If you do not agree to the changes, your sole remedy is to cancel your account and stop accessing the Services.
- 12.3 **Questions about this Agreement.** If you have any questions about this Agreement or the Services, please contact us at support@iwantclips.com.
- 12.4 **Section 230(d) Notice.** Under [47 U.S.C. § 230\(d\)](#), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar

terms. If children have access to your computer, please restrain their access to sexually explicit material using these products, which we provide for informational purposes only and do not endorse: [CYBERsitter™](#) | [Net Nanny®](#) | [CyberPatrol](#) | [ASACP](#).

- 12.5 **Entire Agreement.** This Agreement, together with our other policies, constitutes the entire agreement of the parties concerning the subject matter and supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the parties concerning the subject matter.
- 12.6 **Amendment.** We may change this Agreement on one or more occasions, on the condition that changes will not apply to ongoing disputes or disputes arising out of events occurring before the posted changes. We will notify you through the Services or by email of any changes to this Agreement. Changes will become effective when posted on this page. It is your responsibility to check this page periodically for changes to this Agreement. If you continue to use the Services after any change, we will consider your continued use of the Services to be your acceptance of the changes. If you do not agree to the changes, your sole remedy is to stop using the Services and terminate this Agreement.
- 12.7 **Assignment And Delegation.** This Agreement is personal to you. You will not assign any of your rights or delegate any performance under this Agreement, except with our prior written consent. We may assign any of our rights or delegate any performance under this Agreement without your consent. Any purported assignment of rights or delegation of your performance is void.
- 12.8 **Waiver.** If we fail to exercise or enforce any right or provision of this Agreement, our failure will not constitute a waiver of that right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by us.
- 12.9 **Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 12.10 **Relationship Of The Parties.** Our relationship to you will be that of independent contractors, not business partners. This Agreement does not, and we do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship with you. We expressly disclaim the existence of any of these relationships with you. We are not the agent of you, and you are not the agent of us. We do not have the right to bind you in any agreement with any third party, and you do not have the right to bind us in any agreement with any third party. Any persons employed or engaged by you in connection with the production of your Content will be the employees or contractors of you. You will be fully responsible for those employees or contractors. You will require each such employee and contractor to sign written agreements securing for the

Indemnified Parties all rights granted in this Agreement before that employee or contractor participates in the production of your Content.

12.11 Notices.

- (a) **Notice To Us.** You may give notice to us by email to support@iwantclips.com unless a different email address is listed on the Services for giving notice. We may change our contact information on one or more occasions by posting the change on the Services. Please check the Services for the most current information for sending notice to us.
- (b) **Notice To You.** You consent to receive any notice from us in electronic form either (i) by email to the email address listed in your account, or (ii) by posting the notice on the Services. You may change your contact information on one or more occasions by updating your account.

12.12 Governing Law. California law governs all matters arising out of or relating to this Agreement, including its validity, interpretation, construction, performance, and enforcement, without giving effect to its conflicts of law principles.

12.13 Force Majeure. We are not responsible for any failure to perform if unforeseen circumstances or causes beyond our reasonable control delays or continues to delay our performance, including (a) acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; (b) war, riot, arson, embargoes, acts of civil or military authority, or terrorism; (c) fiber cuts; (d) strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; (e) failure of the telecommunications or information services infrastructure; (f) hacking, SPAM, or any failure of a computer, server, network, or software; and (g) pandemics and epidemics.

12.14 No Third-Party Beneficiaries. Except for the Indemnified Parties, who are third-party beneficiaries of Section 10 (Indemnification) of this Agreement having the right to enforce Section 10 (Indemnification), this Agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this Agreement.

12.15 Electronic Signature. You understand and agree that any affirmation, assent, or agreement sent through the Services in response to a prompt binds you. When you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field using a mouse, keystroke, or another device, this action is the legal equivalent of your handwritten signature and binds you in the same way.

12.16 Voluntary Agreement. You enter into this Agreement voluntarily and for valid reasons. You understand and agree that you (i) have carefully read this Agreement, (ii) discussed it with your attorneys or other advisors, (iii)

understood all the terms, and (iv) will comply with it. You have relied on the advice of your attorneys or other advisors about the terms of this Agreement and waive any claim that the terms should be construed against the drafter.

- 12.17 **No Reliance.** You will not rely and have not relied on any statement by the Indemnified Parties, except those statements contained in this Agreement.
- 12.18 **Consent to Electronic Communications.** By using the Services, you consent to receive email messages, notifications, and other electronic communications from us, both on the Services and off platform, including newsletters, exclusive offers, promotional announcements, and customer surveys. You understand and agree that all communications that we provide to you electronically satisfy any legal requirement that those communications be in writing, and that such communications may contain sexually explicit material unsuitable for minors. If you wish to withdraw consent to receiving electronic communications from us at any time, you may notify us at privacy@iwantclips.com to withdraw consent to receive future email messages off platform, but we may continue to send you communications through the Services.
- 12.19 **Electronic Communications Are Not Private.** We do not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to or from the Services as open communications readily accessible to the public. You should not use the Services to send or receive messages you only intend the sender and named recipients to read. We may read all messages you send to or through the Services regardless of whether we are the intended recipients.
- 12.20 **Complaints by California Residents Only.** If you are a California resident, you may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.
- 12.21 **The Services Are Not Available In Some Areas.** You are subject to the laws of the state, province, city, country, or other legal entity in which you reside or from which you access or use the Services. THE SERVICES ARE VOID WHERE PROHIBITED OR RESTRICTED BY LAW. If you access or use the Services while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and this Agreement, and you will be subject to Basic Moderation and Enhanced Enforcement. You hereby agree that we cannot be held liable if laws applicable to you prohibit or restrict your access to or use of the Services. We make no representations or warranties, implicit or explicit, as to your legal right to access or use any portion of the Services, and none of the Indemnified Parties shall have any authority to make any such representations or warranties. We reserve the right to restrict access and use of the Services in any jurisdiction.