

## **Acceptance of the Terms of Service**

By using or visiting **DGAF.WORLD**, or any content, functionality and services offered on or through any of the Website or the Brands Networks, whether as a guest or a registered partner, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you signify your agreement to these Terms of Service and our Privacy Policy, found at <https://www.dgaf.world/information/privacy>, incorporated herein by reference.

These Terms of Service apply to all users, including users who are also contributors of Data, Content, of any of the Websites, web pages, interactive features, embeddable player, uploader and other applications, widgets, blogs, social networks, social network "tabs", or other online or wireless offerings that post a link to these Terms of Service, whether accessed via computer, mobile device, or other technology, manner, or means.

"Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, textual content, and other materials you may view, upload, publish, submit, make available, display, communicate, share or post on, or transmit to other users or other person or access through, a Website.

If you do not agree to any of these terms of Service or our Privacy Policy, please do not access or use any of this Website.

You consent to entering these Terms of Service electronically, and to storage of records related to these Terms of Service in electronic form.

## **Ability to Accept Terms of Service**

You affirm that you are at least 18 years of age or the age of majority in the jurisdiction you are accessing a Website from, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 or the applicable age of majority, please do not use this Website. You also represent that the jurisdiction from which you access the Website does not prohibit the receiving or viewing of sexually explicit content.

## **Changes to the Terms of Service**

We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of a Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

The updated version of the Terms of Service supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect. You should periodically review the most up-to-date version of the Terms of Service.

## About WWW.DGAF.WORLD

The Websites allow for uploading, sharing and general viewing of various types of adult-oriented content by users, registered and unregistered, and models who desire to share and view visual depictions of adult-oriented content, including sexually explicit images. In addition, the Website contains texts, messages, files, data, information, images, photos, videos, recordings, materials, code or content of any kind and other materials posted by [WWW.DGAF.WORLD](http://WWW.DGAF.WORLD).

The Website may contain links to third party sites that are not owned or controlled by the Website, the Brand or any official DGAF World operator.

The Website has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites. In addition, the Website will not and cannot censor or edit the content of any third-party site. By using any of the Websites, you expressly relieve us from all liability arising from your use of any third-party sites. Accordingly, we encourage you to be aware when you leave the Website and to read the terms, conditions, and privacy policies of the site that you visit. The Website is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by the Website.

You understand and acknowledge that when using the Website, you will be exposed to content from a variety of sources, and that in the case of a submitted material the Website is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against of this Website with respect thereto, and agree to indemnify and hold the Website, their site operator, their parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of any of this Website.

## Communication Preferences

By using this Website as a user, Partner or Star, you expressly and specifically consent to receiving electronic communications from us relating to your account. These communications may involve sending emails to your email address provided during registration, contacting you through other networks using the email address provided, or other NSA approved services provided by an official DGAF Partner or DGAF Star, posting communications on the Website (for example, through the Promotional Sliders on the Websites) and may include notices about your account (such as upcoming content or merchandising) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain records and copies of electronic

communications by printing a paper copy or saving an electronic copy. You also expressly and specifically consent to receiving certain other communications from us, such as newsletters about new features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, you will need to avail yourself of the unsubscribe mechanism by writing an email to [dgaf.hello@dgaf.world](mailto:dgaf.hello@dgaf.world) with 'Unsubscribe from DGAF' on the email subject.

Purchasing Content, Merch, Subscriptions, Free Trials, Promotions, Billing and Cancellation

### **Use of Third-Party Internet Payment Service Providers**

Payments for Shop or Pay Per View content can be made by credit cards, and when available, by debit cards, and are processed through our third-party Internet payment service providers or other payment processors. By paying for Shop or Pay Per View content, you hereby consent to and agree to abide by such third-party Internet payment service providers' or payment processors' customer terms and conditions, and policies, and understand that we have no control whatsoever on such customer terms and conditions, and policies. If you cannot agree to such third-party internet payment service providers' or payment processors' customer terms and conditions or policies, do not buy.

### **Taxes**

Value-Added Tax or VAT, sales tax or other excise tax may be included in, or added to, the price for Content depending on your country, state, territory, city, or on other applicable local regulations. Tax rates may vary accordingly.

### **No Refunds**

PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

In the event we terminate your rights to use any of the Website because of a breach of these Terms of Service, you shall not be entitled to the refund of any unused portion of subscription fees. **We reserve the right (but not the obligation) to refund the purchased amount if there is a technical error with respect to the purchased Content; this is to be determined by us in our sole discretion.**

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our subscribers or to purchasers of Content. The amount and form of such credits, and the decision to provide them, are in our sole discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

### **Payment Methods**

You may edit your Payment Method information right before paying. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information correctly or cancel your order, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a transaction fee or other charges.

### **Cardholder Disputes/Chargebacks**

All chargebacks are thoroughly investigated and disputed and may prevent future purchases with our third-party Internet payment service providers given the circumstances. Fraud claims may result in our third-party Internet payment service providers contacting your card issuer to protect you and prevent future fraudulent charges to your payment method.

### **Electronic Receipt**

You will receive an email receipt to the email provided upon checkout (users) or initial registration (Partners & Stars), as the same may be changed by you over time. You may request a copy of the account of charges to your account but we cannot guarantee the availability of such records more than 365 days after a payment. Requests must be made directly to **WWW.DGAF.WORLD** Billing. To contact **WWW.DGAF.WORLD** Billing, refer to dgaf.hello@dgaf.world with 'Billing' on the email subject.

### **Accessing the Websites and Account Security**

We reserve the right to withdraw or amend any of the Websites contents, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if for any reason all or any part of a Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website to users, and so with services to Partners & Stars.

You are responsible for:

- (if Partner or Star) holding the email communications with DGAF HQ
- making all arrangements necessary for you to have access to the Website, and
- ensuring that all persons who access this Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and the brands services that all the information you provide on the Website or forms is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website,

is governed by our Privacy Policy found at [the button Privacy on the sites footer](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a user name, password, a contact number or address or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person. By doing so you are violating all DGAF contracts you're subscribing to.

You are fully responsible for all activities that occur under your user, Partner or Star name. You also acknowledge that your account and relationship with DGAF is personal to you and agree not to provide any other person with direct contact to DGAF HQ on your behalf, access to the Website or portion of the Website using your user, Partner or Star name or other security information. You agree to notify us immediately of any unauthorized access to or use of your user, Partner or Star name or any other breach of security by contacting us at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world)

You also agree to ensure that you exit from your account at the end of each session. You should 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. Although the Websites will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Websites or others due to such unauthorized use.

If you interact with us or with third-party service providers, and you provide information, including account or credit card or other payment information, you agree that all information that you provide will be accurate, complete, and current. You will review all policies and agreements applicable to use of third party services. In the event you use our Website over mobile devices, you hereby acknowledge that your carrier's normal rates and fees, such as excess broadband fees, will still apply.

We have the right to disable any user, Partner or Stars name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

You acknowledge that the Websites reserve the right to charge fees for their services and Websites access and to change their fees in their sole discretion.

### **Limited, Conditional License to Use Our Intellectual Property**

**WWW.DGAF.WORLD**, and our associated logos, images and names are our trademarks and/or service marks. Other trademarks, service marks, names, and logos used on or through the Website, such as trademarks, service marks, names, or logos associated with third party content providers, are the trademarks, service marks, or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks, or logos.

The inclusion of images or text containing the trademarks or service marks or the name or likeness of any person, including any celebrity, does not constitute an endorsement, express or implied, by any such person, of the Website or vice versa .

The Website and certain materials available on or through the Website are content we own, authored, created, purchased, edited or licensed (collectively, our "Works"). Our Works may be protected by copyright, trademark, patent, trade secret, and/or other laws, and we reserve and retain all rights in our Works and the Website.

We hereby grant you a conditional, royalty-free, limited, revocable, non-sublicensable, non-transferable and non-exclusive license to access our Website and Works solely for your personal use in connection with using the Website.

We grant you a conditional and limited license to access, view, and display our Website and Works, **and to create and display transient copies of the Websites and Works as necessary to view them**, conditioned upon your agreement to display the Website whole and intact as presented by the Website host, complete with any advertising, to not interfere with the display of any advertising, and to not use ad blocking software of any kind.

This limited license is further conditioned upon your agreement not to use any information obtained from or through the Website to block or interfere with the display of any advertising on the Website, or for the purpose of implementing, modifying, or updating any software or filter lists that block or interfere with the display of any advertising on the Website. Interference with the display of any advertising on the Website, use of ad blocking software to block or disable any advertising while viewing the Website, or use of information obtained from or through the Website to update any ad blocking software or filter lists, is prohibited, violates the conditions of your limited license to view the Website and Works and constitutes copyright infringement.

You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display the Website and Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your license and constitute copyright infringement.

The Website may (or may not) provide an "Embeddable Player" feature, which you may incorporate into your own website for use in accessing the Content on the Website. You may not modify, build upon or block any portion or functionality of the Embeddable Player in any way, including but not limited to links back to the Website.

The above described license is conditioned on your compliance with these Terms of Service, including, specifically, your agreement to view the Website whole and intact as presented by the Website host, complete with any advertising, and shall terminate upon termination of these Terms of Service. If you breach any provision of these Terms of Service, any license you have obtained will be automatically rescinded and terminated. In order to protect our rights some

Content made available on the Website may be controlled by digital rights management technologies, which will restrict how you may use the Content. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any digital rights management technology. Such conduct is prohibited by law.

If the Website allows you to download or otherwise copy our Works, you are not buying or being gifted copies thereof. Instead, you are licensing a limited, revocable, non-sublicensable, non-transferable and non-exclusive right to possess and use the copies for personal, non-commercial use, subject to specific terms and conditions (the "Download License"). Under this Download License you may not thereafter reproduce, distribute, communicate to the public, make available, adapt, publicly perform, sell or publicly display the Website and/or Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your Download License and constitute copyright infringement. At the expiration of your Download License or the termination of these Terms of Service, you will delete or otherwise dispose of all copies of Works in your possession.

All dlc's (Downloadable Contents) purchased from the DGAF Shop are subjected to the Download License.

### **Content Submitted by DGAF Partners**

As a DGAF Partner, you may submit Content to the Website through our DGAF Forms. These forms are thoroughly revised by the DGAF HQ. These contents include: Images, Commentary, and Videos. As a Partner, it is your responsibility to contact DGAF HQ for any concerns about your content. DGAF HQ will decide to take a case or not depending on the way you handle your concerns. You understand that the Website does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of this being posted, uploaded, edited, published, transmitted, or otherwise made available on the Website. DGAF HQ will filter contents based on the following criteria:

- Everyone is over 18 years old (or the legal consenting age of the country where the content was made).
- No gore. No scat. No zoo. No pointless violence.
- Only Film Photography and Videotaped explicit content.
- A/V modular data bending allowed editing possibilities.
- Digital edits are only allowed on Merch (Zines, Shirts, etc).
- Original Music scores. Rights shared.

You understand and acknowledge that you are responsible for any and all Information and Content you submit or contribute, and you, not us, have full responsibility for such Content,



including its legality, reliability, accuracy, and appropriateness. We do not control Content you submit or contribute, beyond the data you proportioned on the DGAF Forms, and we do not make any guarantee whatsoever related to Content submitted or contributed by Partners. Although most times we review Content submitted or contributed by Partners, we are not obligated to do so.

Under no circumstances will we be liable or responsible in any way for any claim related to Content submitted or contributed by users.

You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, authority and permissions to publish Content you submit; and you license to the Website all patent, trademark, trade secret, copyright, contract and/or other proprietary rights in and to such Content for publication and commercialization on the Websites pursuant to these Terms of Service.

You further agree that Content you submit to the Website will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant to the Website all of the license rights granted herein.

You agree and understand that the Website (and their successors' and affiliates') may make use of your Content for promotional or commercial purposes and to render the services pursuant to these Terms of Services. For clarity, you retain all of your ownership rights in your Content. By submitting Content to the Websites, you hereby grant the Websites' operators an unlimited, worldwide, perpetual, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, publish, distribute, broadcast, market, create derivative works of, adapt, translate, publicly display, communicate, or perform, make available or otherwise use all of the Content, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Content. In no circumstances will we be liable to you for any exploitation of any Content that you submitted. You also hereby grant each user of the Website an exclusive, royalty license to access your Content through the Website, and to purchase, download or reproduce such Content as permitted through the functionality of the Websites and under these Terms of Service. Partners agree to sell their merchandise on the DGAF Store and accept full responsibility of guaranteeing shipping of their products and customer satisfaction. The above licenses granted by you in video Content you submit to the Website terminate within a commercially reasonable time after you remove or delete your Content from the Website. You understand and agree, however, that the Website may retain, but not display, distribute, or perform, server copies of your contents and videos that have been rejected, removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.



The Website does not endorse any Content submitted by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and the Website expressly disclaims any and all liability in connection with Content. The Website does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and the Website will remove all Content if properly notified that such Content infringes on another's intellectual property rights. The Website reserves the right to remove Content without prior notice.

All Content you submit must comply with the Content standards set out in these Terms of Service and the DGAF Content Forms.

If any of the Content that you post to or through the Website or the brands networks contains ideas, suggestions, documents, and/or proposals to us, we will have no obligation of confidentiality, express or implied, with respect to such Content, and we shall be entitled to use, exploit, or disclose (or choose not to use or disclose) such Content in our sole discretion without any obligation to you whatsoever ( i.e. , you will not be entitled to any compensation or reimbursement of any kind from us under any circumstances).

In the process of posting Content to the Website, you may be asked to provide some personally identifying information, such as your name, address, email address, a password, and other documentation. You may also be asked to provide such information in order to use certain features of the Website. If applying to become a DGAF Partner or DGAF Star, DGAF HQ may consider inviting you to a google meeting call to verify your information and to further conversations about your request to join said DGAF Program.

We will keep a record of the information you provide, including your personally identifiable information. That information may be linked in our records to other information you provide, including Content. We will not provide your name or other personally identifying information to our advertisers or business partners without your permission. Please note that some of the information you provide in registering for and using the Website, including the name used in registering for and using the Website or other personally identifying information, may be displayed to other members of the Website, and may become public. In addition, we may disclose the personally identifying information and documentation you provide in some limited circumstances, including but not limited to responses to subpoenas or requests by law enforcement, or as required by taxing authorities.

### **Content Posted by Models**

If you want to become a Model and post Content through the Website, you must first join our **CASTING FORM** and agree to its terms and conditions and provide true and correct personal information. If the information you provide is not true and correct, you face the immediate termination of your account and you may be subject to legal sanctions.

We may, in our sole discretion, decline your application to join our community of content

providers for any reason.

You may be asked to provide a valid email address for verification purposes and quality assurance, and you agree that we may send you emails, both of a transactional nature and also for commercial and promotional purposes.

You will choose your own screen name, which must be unique to you, not offensive to others, and not in violation of another's copyright or trademark. It is imperative that you do not let anyone else access your email account, for this is the main channel between you and DGAF HQ. Certain changes to your personal information such as your name and screen name can only be made by DGAF HQ. Therefore, if your information appears incorrect or needs to be changed you may need to contact [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world).

You may never use anyone else's account, just as no one can ever use yours.

Before you are able to make and receive earnings from Content you may offer for sale, you need to verify your identity. In order to do so, you need to submit to us high-res images or scans of a minimum of one to two information documents, containing your date of birth, expiration date of the ID, your photo, your full legal name and your address. This could be, for example, your driver's license (in countries where a national ID is not mandatory), international passport, citizenship card, state ID, national passport or your national ID card. The other form of identification may be a utility bill. If all the required information is set out on your government-issued photo ID, you do not need a second document. We may, in our sole discretion, require you to provide us multiple forms of identification to establish proof of adulthood and identity. Once we check on your identity we will get your Content posted and ready to make profit.

You acknowledge that you are solely responsible for the activity of your DGAF Partnership endeavours. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of your email account.

You will be liable for any losses incurred by us due to the unauthorized use of your account. We are not liable for your losses caused by any unauthorized use of your account and you specifically waive any such claim and agree to defend and indemnify us against any such claims made against your account by third parties.

To the extent you voluntarily submit content to participate in certain select services offered by us, your contents or contents may be searchable by other users registered through the Website and others partnered or networked with us. Likewise, your profile (and its contents) may be searchable by publicly available search engines.

## **Model Content**

You have decided to join the community of content contributors as a "Model" and submit Content. You understand that we do not guarantee any confidentiality with respect to any

### **Content you contribute.**

Subject to what is permitted under applicable law, you are free to choose the type of Content you produce and post or publish. You shall be solely responsible for your own Content and the consequences of posting or publishing such Content. In connection with Content you post or publish, you affirm, represent, and/or warrant that:

(I) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and to any and all your Content to enable inclusion and use of Content in the manner contemplated by the Website and these Terms of Service, (II) all persons depicted in the Content freely and voluntarily consented to the production of the Content, (III) you are in compliance with any applicable records keeping (including those imposed by 18 U.S.C. Section 2257 and 28 C.F.R. 75) or age verification laws and regulations, and (IV) you have the written consent, release, contracts, graphic evidence and/or permission of each and every identifiable persons in your Content to use the name or likeness of each individual for use in your Content in the manner contemplated by the Websites and these Terms of Service. We may, in our sole discretion, require you to provide us with written evidence of the foregoing. If we require such written evidence, you agree to provide it as indicated on the DGAF Forms. If you fail to provide us with such required written evidence within a time frame of 15 days, we may, amongst others and in our sole discretion, withhold indefinitely payments to you, and keep them contents profiting.

We are not responsible for any Content that violates community standards in your community. If you are seeking information regarding any illegal or inappropriate activities, you agree to leave the Website immediately. We expect and demand that you comply with all federal, state, provincial and local laws when using the Website and when submitting or posting Content to the Website. If you are unsure whether or not Content will violate a law, you are urged to contact an attorney prior to posting the Content. We cannot enforce every jurisdiction's laws for all Content that is posted to the Website. As such, we are not responsible for the Content of the Website.

You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness, or lawfulness of such Content. In this regard, you acknowledge that you may not rely on any content created by us or Content transmitted to the Website. You are responsible for all your Content that is uploaded, posted, emailed, transmitted, or otherwise made available via the Websites.

If we have a reason to suspect that your Content violates any third party right, including without limitation any copyright, trademark, or property right, we can require you to provide us with

written evidence of your ownership of, or right to use, the material in question. If we require such written evidence, you agree to provide it to us within five (5) working days of the date of our request. Your failure to provide us with such required written evidence within that timeframe may lead to the immediate termination of your account, us demanding compensation from you for any accrued costs and damages related to such Content, and the immediate suspension of any and all pending payments from us to you.

### **DGAF Stars Commission**

DGAF Partners must have their own contracts with their own specifications on commissions and payments for those working on their productions. With those documents, DGAF Stars may accept or reject a Content project. DGAF Partners will also share verifiable information about On-Set-Payments made to all DGAF Stars partaking into the production.

We encourage DGAF Stars to be entitled to receive the following:

- Pay-Per-View: An hourly fee for Content production. If you can file a receipt for your performance, do it.
- DGAF LiveShows – DGAF Partners Promotion Parties would Livestream DGAF Stars promoting the site. Set a price PER PARTY. Have fun, but be responsible.
- DGAF Socials: You may get a DGAF HQ email offering being a part of DGAF Socials, and become a DGAF Influencer. You will get discounts in analogue gear, services, and Instagram ads for certain campaigns.

We are a marketplace facilitator with respect to certain sales of Content by DGAF Partners & Stars on the Website. Where required by U.S. state law, we are assuming the rights and duties of a seller with respect to taxable sales of Content by DGAF Partners & Stars through the Website. Where required by U.S. law, we have registered with the applicable state departments of revenue and will collect and remit sales tax on taxable sales of Content by DGAF Partners & Stars. We began complying with marketplace facilitator laws on or about October 1, 2019. We will deduct and withhold from any amount payable to DGAF Partners & Stars such as amounts as we are required to deduct and withhold with respect to such payment under the provision of any applicable laws, and remit such deduction and withheld amount to the concerned tax authorities.

Notwithstanding the foregoing, it is the DGAF Partners & Stars responsibility to remit all applicable Value-Added Tax or VAT, sales tax or other excise taxes to the applicable tax authorities to the extent any such tax payment is paid to DGAF Partners & Stars.

Notwithstanding anything to the contrary hereunder, DGAF Partners & Stars hereby undertakes to hold us harmless and to indemnify us, our affiliates and our agents, from any claims made against us and them by third parties, including tax authorities, in regard of any VAT, sales tax or other excise taxes, or any withholding thereof, with respect to DGAF Partners & Stars Content purchased by, or licensed to users. Notwithstanding anything to the contrary in these Terms of Service, you agree and understand that you are solely responsible for the payment of all government, state, and local taxes, levies or any other similar fees.

You will not receive a monthly statement showing any amounts you earned. However, you will be able to view amounts earned in your account. Payments are generally made within ten (10) business days after the end of each month (although, depending on the payment method used, it may take longer for you to actually receive your payment); provided, however, that payment will be made only when the minimum payout, based on net income, of twenty dollars (US\$20.00) has been reached. Any amount below twenty dollars (US\$20.00) will be carried over until the minimum payout has been reached and will be paid on the next following payment date. If you provide us with incorrect payment details, any fees for chargebacks resulting from such incorrect payment details will be offset against any amounts otherwise payable to you.

In the event you violate any part of these Terms of Services, you violate any third party right, including without limitation any copyright, property, or privacy right, or where a third party claims that all or any part of your Content caused it damage, we may, in our sole discretion, withhold indefinitely payments to you.

We remind you that it is your sole duty and obligation to fulfill all tax obligations with regard to your activities for us, including but not limited to registration, declaration, and payment obligations related to income taxes and VAT. If we assist you with these obligations, it does not release you from your obligations. It is your duty to inform us in a timely manner of changes to your personal data such as an address change or a new email.

## **Use of Websites**

You agree that you will only use the Website and our services for the lawful purposes expressly permitted and contemplated by these Terms of Service. You may not use the Website and our services for any other purposes, including but not limited to commercial purposes, without our express written consent.

You agree that you will view the Website and their content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying the Website or eliminating any of the content of the Website, including ads. By using the Website, you expressly agree to accept advertising served on and through the Website and to refrain from using ad blocking software or to disable ad blocking software before visiting the Website.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Website and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by the Website for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of the Website operator or the respective licensors of

the Content. The Website and their licensors reserve all rights not expressly granted in and to the Website and the Content.

## **Prohibited Uses**

You agree that you will not use or attempt to use any method, device, software, or routine to harm others or interfere with the functioning of the Website, or use and/or monitor any information in or related to the Website for any unauthorized purpose.

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content. Any determination regarding breach of any of the following is final. Please review the following list of prohibited uses carefully before using the Website.

Specifically, you agree not to use the Website to:

- Violate any law or encourage or provide instructions to another to do so;
- Act in a manner that negatively affects other users' ability to use the Website, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- Post any Content that depicts any person under 18 years of age (or older in any other location in which 18 is not the minimum age of majority) whether real or simulated;
- Post any Content for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over 18 years of age (or older in any other location in which 18 is not the minimum age of majority);
- Post any Content depicting underage sexual activity, non-consensual sexual activity, revenge porn, blackmail, intimidation, snuff, torture, death, violence, incest, racial slurs, or hate speech, (either orally or via the written word);
- Post any Content that contains falsehoods or misrepresentations that could damage the Website or any third party;
- Post any Content that is obscene, illegal, unlawful, fraudulent, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- Post any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes, or any other form of unauthorized solicitation;
- Post any Content containing sweepstakes, contests, or lotteries, or otherwise related to gambling;
- Post any Content containing copyrighted materials, or materials protected by other intellectual property laws, that you do not own or for which you have not obtained all necessary written permissions and releases;

- Post any Content which impersonates another person or falsely states or otherwise misrepresents your affiliation with a person;
- Use the Websites (or post any Content that) in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- Use the Websites to arrange any in-person meetings for purposes of sexual activity for hire;
- Deploy programs, software, or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
- Deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- Exceed your authorized access to any portion of the Websites;
- Remove, delete, alter, circumvent, avoid, or bypass any digital rights management technology, encryption or security tools used anywhere on the Websites or in connection with our services;
- Collect or store personal data about anyone;
- Alter or modify without permission any part of the Websites or their content, including ads;
- Obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Websites;
- Exploit errors in design, features which are not documented, and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites;
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites without our prior written consent;
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent;
- Use any information obtained from or through the Websites to block or interfere with the display of any advertising on the Websites, or for the purpose of implementing, modifying or updating any software or filter lists that block or interfere with the display of any advertising on the Websites;
- Use any device, bots, scripts, software, or routine that interferes with the proper working of the Websites or that shortcut or alter Websites functions to run or appear in ways that are not intended by the Websites' design;
- Introduce or upload any viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots, corrupted files or any other similar software, program, or material which is malicious or technologically harmful or that that may damage the operation of another's property or of the Websites or our services;



- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites;
- Remove any copyright or other proprietary notices from our Websites or any of the materials contained therein;
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack;
- Otherwise attempt to interfere with the proper working of the Websites.

### **Monitoring and Enforcement; Termination**

We have the right but not the obligation to:

- Remove or refuse to post any Content you submit or contribute to the Websites for any or no reason in our sole discretion;
- Monitor any communication occurring on or through the Websites to confirm compliance with these Terms of Service, the security of the Websites, or any legal obligation;
- Take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or the public, or could create liability for us;
- Disclose your personally identifying information or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights, or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites;
- Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through the Website.

**YOU WAIVE AND HOLD US HARMLESS AND OUR SITE OPERATORS, THEIR PARENT CORPORATION, THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.**

The Website take a powerful stand against any form of child exploitation or human trafficking. If we discover that any Content involves underage individuals, or any form of force, fraud, or

coercion, we will remove the Content and submit a report to the proper law enforcement authorities. If you become aware of any such Content, you agree to report it to the Website by contacting [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world).

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the Website may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept, or remove any Content posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages, or private instant messages in and outside of the Website) by you, and we may, in our sole discretion, delete, move, re-format, remove, or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of the Website in an appropriate manner. Without limitation, we may do so to address Content that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms of Service or any applicable additional terms, including, without limitation, the Content restrictions set forth herein.

However, we do not undertake to review Content before it is posted on the Website and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

### **Account Termination Policy**

While pornographic and adult-oriented Content is accepted, the Website reserves the right to decide whether Content is appropriate or violates these Terms of Service for reasons other than copyright infringement and violations of intellectual property rights, such as, but not limited to, obscene or defamatory material. The Website may at any time, without prior notice and in their sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

If you violate the letter or spirit of these Terms of Service, or otherwise create risk or possible legal exposure for us, we can terminate access to the Website or stop providing all or part of the Website to you.

### **Copyrights and Other Intellectual Property**

The Website operates a clear copyright policy in relation to any Content alleged to infringe the copyright of a third party. If you believe that any Content violates your copyright, please contact us on [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world) for instructions on sending us a notice of copyright infringement. As part of our Copyright Policy, the Website will terminate user access to the Website if, under appropriate circumstances, a user has been determined to be a repeat infringer.

The Website is not in a position to mediate trademark disputes between users and trademark owners. Accordingly, we encourage trademark owners to resolve any dispute directly with the user, partner or star in question or seek any resolution in court or by other judicial means. If you're sure you want to report content on the Website that you believe infringes your trademark, you can do so by contacting [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world). The Website is willing to perform a limited investigation of reasonable complaints and will remove content in clear cases of infringement.

Only the trademark owner or their authorized representative may file a report of trademark infringement. Please note that we regularly provide the rights owner's name, your email address and the details of your report to the person who posted the content you are reporting. This person may contact you with the information you provide.

### **Abuse Reporting**

The Websites do not permit any form of revenge porn, blackmail, or intimidation. Violations of this policy can be reported directly to [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world).

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website includes Content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Websites**

We may update the content on the Website from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information about You and Your Visits to the Website.

By using the Website, you acknowledge that you have read and understand the terms of the Privacy Policy and that you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Collection and Use of Your Usage Information by Advertisers and Others**

Right now, the Website does not allow others to display advertisements using the Website. If so, these third parties will use technology to deliver advertisements you would see using the Website directly to your browser. In doing so, they may automatically receive your IP, or "Internet Protocol", address. Others that place advertising using the Website may have the ability to use cookies and/or web beacons to collect information, including information about your usage of the Website. We do not control the processes that advertisers use to collect information. However, IP addresses, cookies and web beacons alone generally cannot be used to identify individuals, only machines. Therefore, advertisers and others whose advertisements or content may be provided through the service generally will not know who you are unless you provide additional information to them, by responding to an advertisement, by entering into an agreement with them, or by some other means.

### **Linking to the Websites and Social Media Features**

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party website to certain content on the Website;
- Send emails or other communications with certain content, or links to certain content, on the Website;
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party website.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, you must not:

- Cause the Website or portions of the Website to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Service.

The sites from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our sole discretion.

### **Links from the Websites**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over, and assume no responsibility for, the contents, privacy policies, or practices of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content, or advertising does not imply approval or endorsement thereof by us. If you decide to access any of the third party sites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. Further, you agree to release us from any and all liability arising from your use of any third-party website, content, service, or software accessed through the Website.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Website, are solely between you and such third parties.

You agree that the Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence on the Website.

### **Permitted Disclosures of Personal Information**

The Website generally does not collect personally identifiable information (data such as your name, email address, password, and the content of your communications) unless you submit or communicate Content through the Website or register with us in order to use certain features of the Website. The Website will not disclose any personally identifiable information they collect or obtains except: **(I)** as described in these Terms of Service or our Privacy Policy; **(II)** after obtaining your permission to a specific use or disclosure; **(III)** if the Website are required to do so in order to comply with any valid legal process or governmental request (such as a court order, search warrant, subpoena, civil discovery request, or statutory requirement) and may in our sole discretion advise you of such process or request; **(IV)** as required to protect the Website property, safety, or operations, or the property or safety of others; or **(V)** to a person

that acquires the Website, or the assets of the Website operator in connection with which such information has been collected or used; or (VI) as otherwise required by law. If the Website are required to respond to or comply with any of these information requests, we reserve the right to charge you with the cost of responding to or complying with such information request, including, but not limited to, costs of research, copies, media storage, mail, and document delivery, as well as any applicable legal fees.

The Website will have access to all information that you have submitted or created for as long as reasonably required to comply with or investigate any information requests, or to protect the Website. In order to enforce these Terms of Services, to protect intellectual property rights, to comply with legal processes and the law, and to protect the Website, you agree to allow the Website to access your information.

### **Indemnification**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Website, their site operator, their parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (I) your use of and access to the Website; (II) your violation of any term of these Terms of Service; (III) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (IV) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website. You agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

### **Disclaimers**

YOU USE THE WEBSITE AT YOUR SOLE RISK. WE PROVIDE THE WEBSITE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, THEIR SITE OPERATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITE AND GOODS OR SERVICES PURCHASED AND OBTAINED THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITE. WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE OR THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I)

ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR SERVICES. THE WEBSITE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND, THE WEBSITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

IN NO EVENT SHALL THE WEBSITE, THEIR SITE OPERATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE OR SERVICES BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITE OR SERVICES, AND/OR (VII) INTERACTIONS YOU HAVE WITH THIRD-PARTY ADVERTISEMENTS OR SERVICE PROVIDERS, OR THIRD-PARTY SITES, FOUND ON OR THROUGH THE WEBSITE, INCLUDING PAYMENT AND DELIVERY OF RELATED GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, POLICIES, WARRANTIES OR



REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE WEBSITE OR THEIR SITE OPERATOR ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE WEBSITE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU FURTHER ACKNOWLEDGE THAT ANY CONTENT UPLOADED TO THE SITE MAY BE VIEWED, DOWNLOADED, REPUBLISHED, AND DISTRIBUTED – POTENTIALLY IN VIOLATION OF YOUR RIGHTS OR THIS AGREEMENT – AND THAT YOU ASSUME SUCH RISKS AS A MATERIAL PART OF THESE TERMS OF SERVICE.

YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

Any claim by you that may arise in connection with these Terms of Service will be compensable by monetary damages, and you will in no event be entitled to injunctive or other equitable relief.

#### **Limitation on Time to File Claims**

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Your Comments and Concerns**

The Websites are operated by MG Freesites Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [dgaf.hello@dgaf.world](mailto:dgaf.hello@dgaf.world).

#### **Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

## **Fees**

You acknowledge that the Website reserves the right to charge for their services and to change their fees from time to time in their sole discretion. Furthermore, in the event the Website terminates your rights to use the Website because of a breach of these Terms of Services, you shall not be entitled to the refund of any unused portion of subscription fees or content purchased. In the event the Website is required to incur fees or expenses as a result of your activity, you agree to reimburse any such fees or expenses.

## **Miscellaneous**

These Terms of Service, your use of the Website, and the relationship between you and us shall be governed by the **laws of Cyprus**, without regard to conflict of law rules. Nothing contained in these Terms of Service shall constitute an agreement to the application of the laws of any other nation to the Website. You agree that the Website shall be deemed a passive Website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than **Cyprus**. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to these Terms of Service shall be in an appropriate court located in Limassol, **Cyprus**. You hereby submit to the jurisdiction and venue of said Courts.

No waiver by us of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

The Terms of Service, our Privacy Policy, our Copyright Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Website.

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on the Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder.

Upon termination of the Terms of Service, you will no longer have a right to access your account or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back up of any of your Content. We undertake no

responsibility for deleting your Content under these Terms of Service. Note that, even if your Content is deleted from our active servers, it may remain in our archives (but we have no obligation to archive or back-up your Content), and subject to the licenses set forth in these Terms of Service.

[Privacy](#)

## Privacy Policy

Last Modified: July 21, 2021

## Introduction

Option Spa (hereinafter “we”, “us” or “our”) operates the websites <https://dgaf.world/> (hereinafter “DGAF”) and <https://partydragon.net> (hereinafter “Party Dragon”) (collectively, hereinafter the “Websites”) and is the controller of the information collected or provided via the Websites.

Please read this privacy policy carefully, as your access to and use of our Websites signifies that you have read and understand all terms within this privacy policy. We respect your privacy and are committed to protecting your personal data.

If you have any questions about our privacy practices, please see “Contact Information” below for information on how to contact us.

## Scope

This privacy policy applies to information we collect:

- on the Websites, th DGAF Forms and your email communications with the Websites,
- through our mobile applications that provide dedicated non-browser-based interaction between you and the Websites, or
- when you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this privacy policy.

## The Data We Collect About You

We may collect different kinds of personal data about you, depending on whether you chose to create an account with us.

Persons who visit the Websites without logging in or registering (“unregistered users”):

- Contact Information: We collect email address or any other information which you voluntarily provide to us at your direction for a specific function, for example a contest or survey.
- Website activity data: We collect information about how you use our Websites, products and services and interact with our content and advertisements, including the pages you visit in our Websites, search history, and the referring web page from which you arrived at our Websites. We collect browser and operating system information, devices you use to access the Websites and your time zone setting. We also collect online identifiers. Specifically, we collect internet protocol (IP) address information and we set cookies as explained below in the section on Cookies and Automatic Data Collection Technologies

Persons who choose to become DGAF Partners or DGAF Stars (“Partners”) and persons who choose to navigate and purchase content and/or merchandising (“unregistered users”):

- We collect from Partners the same categories of information described above for unregistered users.
- Contact Information: We collect username or similar identifier, and email address.
- Payment and Commercial Information: If you make a purchase, we collect payment card details and related information necessary to process your payment. We also collect details about payments to and from you and details of products and services you have purchased or received from us.
- Partners Submitted Personal Information: We collect information you submit in order to personalize your profile on the website, or for a specific function, for example date of birth, age, gender, your interests, preferences, feedback, survey responses, your preferences in receiving marketing from us and our third parties, and your

communication preferences, as well as any other information which you voluntarily provide to us at your direction for a specific function.

- Partners Contributions including Audio/Video Information: We provide areas on our Websites where we can post information about yourself and others, communicate with others, upload content (e.g., pictures, video files, etc.), and post comments or reviews of content found on the Websites.

Please use caution in providing Partner's contributions. By providing Partner's contributions you are agreeing on making that content and information publicly available. Partner's contributions can be read, collected, used, and disclosed by others, and we cannot control who accesses your contributions or what other Partners may do with the information you voluntarily submit, which will get posted eventually. Partners' contributions are governed by the DGAF World terms of use found at <https://dgaf.world/information/terms>.

We may use your data to produce and share aggregated insights that do not directly or indirectly identify you and are not associated with you. Such aggregate information is not personal information.

Our Websites are not directed to persons under the age of 18 or the applicable age of majority in the jurisdiction from which the Websites are accessed ("minors"), and we prohibit minors from using the Websites. We do not knowingly collect personal information from minors. If you are the parent or legal guardian of a minor who has provided us with personal information, then please contact us at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world) to have that minor's personal information deleted.

#### The Sources from Which We Collect Personal Information

We collect Personal Information in the following ways:

- Directly from you: We collect the categories of information listed above directly from you.
- Automated technologies or interactions. As explained in the section below on Cookies and Automatic Data Collection Technologies, we set cookies and other automatic techniques to collect website activity data when you visit the Websites or other websites owned by our corporate group.

#### Purposes for Which We Use Your Personal Information

We use personal information for the purposes described below.

- Provision of services: We use identifiers, website activity data, and, additionally, for Partners and Users only, contact information, and payment and commercial information and user contributions to present our Websites and their contents to you, including any interactive features on our Websites, to provide you with information, products or services that you request from us, and to verify your eligibility and deliver prizes in connection with contests and sweepstakes.
- Customer management (Partners & Users Only): We use identifiers and contact information, and payment and commercial information to manage a Partners and users' profiles, to provide customer support and notices to the Partners about their profiles, including expiration and renewal notices, and notices about changes to our Websites or any products or services we offer or provide through them.
- Customization of content and marketing (Partners & Users Only): We use identifiers and contact information, website activity data, user submitted personal information and Partners contributions to analyze your use of, or interest in, our Websites' content,

products, or services, in order to develop and display content and advertising tailored to your interests on our Websites.

- Analytics: We use identifiers and website activity data to determine whether users of our Websites are unique, or whether the same user is using the Websites on multiple occasions, and to monitor aggregate metrics such as total number of visitors, pages viewed, demographic patterns.
- Functionality and security: We may use any of the categories of data we collect to diagnose or fix technology problems, to verify your payment information, and to detect, prevent, and respond to actual or potential fraud, illegal activities, or intellectual property infringement.
- Compliance: We may use any of the categories of data we collect to enforce our terms and conditions and to comply with our legal obligations.
- We will use contact information and user submitted personal information in any other way we may describe when you provide the information (e.g., for a contest); or for any other purpose with your consent provided separately from this privacy policy.

#### Our Legal Bases Under EU Law

We have the following legal bases under EU law for processing your personal data for the purposes described under Section Purposes for Which We Use Your Personal Information:

- We process personal data for the purposes of providing the services, customer management, certain customization of content (e.g., based on your selected preferences, favorites and ratings), and functionality and security because the processing is necessary for the performance of a contract, specifically it is necessary to provide the services or products you have requested, or to provide our Websites and services in a manner consistent with our terms and conditions and any other contract that you have with us.
- We process personal data for the purposes of customization of advertising, marketing and analytics for our legitimate interests.
- We process personal data for functionality and security because it is necessary for our legitimate interests, and in certain cases because the processing is necessary for us to comply with a legal or regulatory obligation.
- We process personal information in specific circumstances where you have provided your consent to such processing.

#### Disclosure of Your Personal Information

We disclose personal information:

- To the public: When you submit Partner contributions including audio/video content, you are using our Websites and services to make that information public.
- Within our corporate group: We may disclose any of the categories of personal information to members of our corporate group (including affiliates and related entities) to the extent this is necessary for our purposes listed in the sections above.
- Service providers: We disclose the categories of personal information we collect to our authorized service providers that perform certain services on our behalf. These services may include payment processing and fulfilling orders, risk and fraud detection and mitigation, customer service, marketing and advertising, customization of content,

analytics, security, or hosting our Websites or supporting our Websites' functionality. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

- Legal successors: We may disclose all of the categories of personal information we collect to a buyer or other successor in the event of a merger, acquisition or sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding.
- To comply with the law or protect our rights or the rights of third parties: We access, preserve and share your personal information with regulators, law enforcement or others where we reasonably believe such disclosure is needed to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce applicable terms of use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities, security or technical issues, (d) protect against harm to the rights, property or safety of our company, our users, our employees, or others; or (e) to maintain and protect the security and integrity of our Websites or infrastructure. In such cases, we may raise or waive any legal objection or right available to us, in our sole discretion.

#### Cookies and Automatic Data Collection Technologies

As you navigate through and interact with our Websites, we use automatic data collection technologies to collect website activity data.

We use cookies, which are small text files that are stored in your web browser or downloaded to your device when you visit a website

We currently use the following types of cookies, which are set by the Websites' domains, or by other domains we own or control:

- Strictly necessary cookies: These are cookies that are required for the operation of our Websites. These include, for example, cookies that enable a user to log in to our Websites and to check if a user is allowed access to a particular service or content.
- Functionality cookies: These cookies help us to personalize and enhance your online experience on our Websites. This type of cookies allows us to recognize you when you return to our Websites and to remember, for example, your choice of language.
- Analytics cookies: These cookies allow us to recognize and count the number of users and to see how users use and explore our Websites. These cookies help us to improve our Websites, for example by ensuring that all users are able to find what they are looking for easily.
- Targeting and Advertising cookies: These cookies record visits of a user on our Websites, the pages a user visits and the links a user follows in order to enable us to make our Websites more relevant to the user's interests and to help us serve ads that might be of interest to the user. Targeting and advertising cookies are only used for unregistered users and registered users.
- Cookies can be either session cookies or persistent cookies. A session cookie expires automatically when you close your browser. A persistent cookie will remain until it expires or you delete your cookies.



You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the Websites may then be inaccessible or not function properly.

Do Not Track: Our systems do not recognize browser “Do Not Track” signals.

Use of Google Analytics. We use Google as a service provider to collect and analyze information about how users use the Websites, including by collecting website activity data through first-party cookies set by our domains, and third-party cookies set by Google. Because we activated IP anonymization for Google Analytics, Google will anonymize the last octet of a particular IP address and will not store your full IP address. Google will use the information only for the purpose of providing Google Analytics services to us, and will not use this information for other purposes. The information collected by Google Analytics may be transmitted to and stored by Google on servers in the United States pursuant to standard contractual clauses approved by the EU. You can learn more on how Google uses data [here](#), and you can opt-out of Google Analytics by visiting the [Google Analytics opt-out page](#).

Third-party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on DGAF World are provided or served by third parties. These third parties may use cookies alone or in conjunction with other tracking technologies to collect information about you when you use DGAF World. Unless expressly stated otherwise, PDGAF World does not provide any personal information to these third parties, however they may collect information, including your IP address, advertisements you click, time zone setting and location, and information about your browser, operating system and devices you use to access DGAF World. They may use this information to provide you with interest-based advertising or other targeted content. They may track users across different websites and over time.

You can set your browser to refuse all third-party cookies, or to alert you when cookies are being sent.

Your Choices About How We Collect, Use and Disclose Your Personal Information

We strive to provide you with choices regarding the personal information you provide to us.

- You can choose not to provide us with certain personal information, but that may result in you being unable to use certain features of our Websites because such information may be required in order for you to register as a member; purchase products or services; participate in a contest, promotion, survey, or sweepstakes; ask a question; or initiate other transactions on our Websites.
- As explained in the section Cookies and Automatic Data Collection Technologies, you may set your browser to refuse some or all cookies. In addition, you may opt out of Google Analytics by visiting the [Google Analytics opt-out page](#).
- You can opt out of receiving marketing emails from us using the opt-out link provided in our emails. If you are a DGAF Partner or Star, we may continue to send you other types of transactional and relationship e-mail communications, such as emails about your account or orders, administrative notices, and surveys.
- You may use your account settings to delete your user contributions and audio/video information.

- You may also delete and deactivate your account with us at any time. If you do so, your profile will no longer be accessible by you. If you later choose to have an account with us, you will have to sign up for a new account as none of the information you previously provided or saved within your account will have been saved.

#### Your Rights Related to Your Personal Information

You have certain rights regarding the personal information we collect, use or disclose and that is related to you, including the right:

- to receive information on the personal information we hold about you and how such personal information is used (right to access);
- to correct inaccurate personal information concerning you (right to data rectification);
- to delete/erase your personal information (right to deletion, “right to be forgotten”);
- to receive the personal information provided by you in a structured, commonly used and machine-readable format and to transmit the personal information to another data controller (right to data portability)
- to object to the use of your personal information where such use is based on our legitimate interests or on public interests (right to object);
- in some cases, to restrict our use of your personal information (right to restriction of processing); and
- to withdraw your consent at any time where our processing is based on consent.

You may exercise your right to access and deletion using the buttons at the bottom of this page. Additionally, you may, at any time, send us an e-mail at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world) to exercise your above rights in accordance with the applicable legal requirements and limitations. If you are located in the European Economic Area or the UK, you have a right to lodge a complaint with your local data protection authority.

Please note that unless you have created a profile with us (or a purchase), we may not have sufficient information to identify you and therefore may not be in a position to respond to your request. Additionally, in some cases in order to adequately verify your identity or your authorization to make the request, we may require you to provide additional information.

Note that some requests to delete certain personal information will require the deletion of your user account as the provision of user accounts are inextricably linked to the use of certain personal information (e.g., your e-mail address).

#### California Rights and Choices

The California Consumer Privacy Act (“CCPA”) provides you certain rights in relation to your personal information:

- Right to Know: You have the right to request that we disclose certain information about our collection of your personal information over the past 12 months, including the specific pieces of information we collected.
- Right to Request Deletion: You have the right to request that we delete any of your personal information we collected from you and retained, subject to certain exceptions set forth in the CCPA.
- Right to Non-Discrimination for the Exercise of Your Rights: We will not discriminate against you because you have exercised any of your rights under the CCPA.

To exercise the rights described above, please use the buttons at the bottom of this page or email us at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world) with the email subject line "CCPA Request." In either case you will need to provide the following information to verify your identity and enable us to locate your information in our systems: your username and email address that you used to create an account with us, as well as any other information which we may reasonably request in order for us to verify your identity. We may require you to verify that you have access to your account and/or email account that you used to register with us.

You can designate an agent to make a request by executing a notarized power of attorney to have that person act on your behalf and providing that person with the information listed above that allows us to verify your identity and locate your information. Alternatively, you will need to directly confirm your identity with us using the methods described above, sign an authorization for the agent to act on your behalf and provide us with confirmation that you have done so.

We disclose certain categories of California residents' personal information for our business purposes, as described in the section above titled Disclosure of Your Personal Information.

We do not sell California residents' personal information.

**Notice to Nevada Residents/Your Nevada Privacy Rights**

We do not exchange Nevada residents' personal information for money with anyone so they may license or sell the personal information to additional parties.

**Transfers of Your Personal Information to Other Countries**

Where the laws of your country allow you to do so, by using the Websites you consent to the transfer of information that we collect about you, including personal information, to other countries in which we, members of our corporate group (including affiliates and related entities) or our service providers are located. When we transfer personal information to countries outside of the European Economic Area ("EEA") or other regions with comprehensive data protection laws, we will ensure that the information is transferred in accordance with the applicable laws.

Where relevant, our transfers outside the EEA are made pursuant to standard contractual clauses approved for use by the European Union.

**Retention of Personal Information**

We will only retain your personal information for as long as your account is active, or for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider a number of factors, including what personal data we are processing, the risk of harm from any unauthorised disclosure, why we are processing your personal data and whether we can achieve this outcome by another means without having to process it.

Where we no longer need to process your personal information for the purposes set out in this Privacy Policy, we will delete your personal information from our systems.

Where permissible, we will also delete your personal information upon your request as explained above in the section "Your Rights Related to Your Personal Information".

**Third-Party Links and Sites**

If you click on a link to a third party site, you will be taken to websites we do not control. This policy does not apply to the privacy practices of these websites. Read the privacy policy of other websites carefully. We are not responsible for these third party practices.

## Changes to Our Privacy Policy

We may modify or revise our privacy policy from time to time. If we change anything in our privacy policy, the date of change will be reflected in the “last modified date”. We may attempt to notify you of any material changes as required by law. Please also periodically review the most up-to-date version of our privacy policy, which will be posted at this location, so you are aware of any changes.

## Contact Information

If you have any questions about this privacy policy or our information-handling practices, please contact us at [dgaf.hq@dgaf.world](mailto:dgaf.hq@dgaf.world).

You may also contact us at [dgaf.hello@dgaf.world](mailto:dgaf.hello@dgaf.world).

Our Data Protection Officer can be contacted at [option.cl](mailto:option.cl).

## GDPR (General Data Protection Regulation)

In accordance with the General Data Protection Regulation law in the European Union effective May 25, 2018, DGAF world users can request a copy of their personal data as well as get DGAF to delete their personal data. For this contact our DPO as referred above.