

Terms of Use for OnlyFace

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1. Introduction

Welcome to **OnlyFace**, a web-based platform that leverages cutting-edge artificial intelligence (“AI”) and deepfake technology to deliver innovative content transformation services. These **Terms of Use** (the “Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **Onlyface Lab Corporation** (“OnlyFace,” “we,” “our,” or “us”). By accessing or using our website, features, functionality, services, or content (collectively referred to as the “Services”), you expressly acknowledge that you have read, understood, and agreed to these Terms.

The Services allow Users to:

- Watch, create, and share video content transformed through AI-based face and voice-swapping technology.
- Purchase and spend Credits to access Deepfake Content, created by Content Creators, using licensed Faces and Voices provided by Face/Voice Owners.
- Engage with transformative media in compliance with local and international laws.

These Terms govern:

1. Your access to and use of the Services, including all interactions between Users, Face/Voice Owners, Content Creators, and Agencies.
2. The rules, limitations, and responsibilities associated with uploading, distributing, and consuming Deepfake Content.
3. Licensing arrangements, intellectual property ownership, data processing policies, and dispute resolution procedures.

IMPORTANT NOTICE: OnlyFace does not distribute its Services via third-party app stores (e.g., Google Play or Apple App Store). OnlyFace is a web-based application accessible only via our official website. By using our Services, you agree to comply with these Terms, including the limitations on liability, indemnification provisions, and licensing arrangements contained herein.

If you do not agree to these Terms, you are prohibited from using the Services. OnlyFace reserves the right to update or amend these Terms at any time, at its sole discretion, in compliance with applicable laws. Continued use of the Services following any changes constitutes your acceptance of the revised Terms.

2. Definitions

For clarity and consistency, the following terms are defined:

2.1 “User”: Any individual or entity accessing or using the Services, including, but not limited to, general Users consuming content, Face/Voice Owners providing likenesses for transformation, Content Creators generating original video content, and Agencies representing Content Creators.

2.1.1 “General Users” Users who sign up, pass KYC verification, and purchase Credits to access and view Deepfake Content.

2.1.2 Face/Voice Owners: Individuals or entities who provide high-resolution facial images and/or voice recordings for the purpose of creating Deepfake Content.

2.1.3. Content Creators: Individuals who produce original video content uploaded to the platform and transformed using OnlyFace's AI technology.

2.1.4. Agencies: Legal entities representing one or more Content Creators and producing/uploading content on their behalf.

2.2 “Deepfake Content”: Video content transformed through AI-based face-swapping and/or voice-swapping technology. Deepfake Content incorporates the likenesses of Face/Voice Owners as selected by Users, applied to original videos created by Content Creators. OnlyFace does not guarantee that Deepfake Content will comply with applicable laws in the User's jurisdiction and disclaims liability for the misuse of such content by Users or third parties.

2.3 “Credits”: The virtual currency required to access and view Deepfake Content on the platform. 1 Credit in utility shall equal 1 second of viewing Deepfake Content. Credits are purchased in packages starting at 10,000 Credits (minimum USD \$10.00) through Stripe or other approved payment processors. Except as required by law (e.g., for EU residents within a 14-day cooling-off period for unused Credits), all Credit purchases are final.

2.4 “KYC (Know Your Customer)”: The identity verification process required to ensure compliance with applicable laws, including anti-money laundering (AML) and countering the financing of terrorism (CFT) regulations. KYC verification is conducted by SumSub, a third-party provider, in compliance with the **General Data Protection Regulation (GDPR)** and relevant U.S. federal and state laws, including the California Consumer Privacy Act (CCPA). OnlyFace does not directly store or process KYC data but reserves the right to use verified identity data for purposes such as account management, regulatory compliance, and dispute resolution.

2.5 “Exclusive License”: The irrevocable, worldwide, perpetual, and exclusive rights granted to OnlyFace by Face/Voice Owners and Content Creators to use, modify, distribute, and monetize their uploaded content, including Deepfake Content created using their likenesses. The Face/Voice Owners grant an exclusive license to OnlyFace for the use of their likeness (e.g., facial images and voice recordings) within Deepfake Content. Content Creators transfer exclusive ownership and licensing rights for any video content uploaded to the platform, including the transformed Deepfake Content, to OnlyFace. Please note that, Users, Content Creators, and Face/Voice Owners retain no rights to remove or monetize the licensed content outside the platform. OnlyFace disclaims any liability in connection therewith.

2.6 “Platform Misuse”: Any use of the Services in violation of these Terms, applicable laws, or ethical standards. Examples include, but are not limited to:

2.6.1 Uploading content that infringes on intellectual property rights, defames individuals, or violates privacy laws; and

2.6.2 Using Deepfake Content to commit fraud, impersonation, or harassment.

2.7 “Applicable Laws”: All laws, regulations, and policies governing the use of AI and deepfake technology in your jurisdiction, including, but not limited to, the GDPR, CCPA, and emerging regulations such as the EU Artificial Intelligence Act. Users are solely responsible for ensuring their compliance with Applicable Laws when accessing or using the Services.

3. Eligibility and Account Creation

3.1. Eligibility Requirements

3.1.1. You must be at least eighteen (18) years of age or the legal age of majority in your

jurisdiction, whichever is greater, to use the Services. Individuals under this age are strictly prohibited from accessing or using the Services under any circumstances.

3.1.2. By creating an account, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement with OnlyFace. If you are registering on behalf of an entity, you further represent and warrant that you are authorized to act on behalf of that entity and to bind it to these Terms.

3.1.3. You agree to access and use the Services solely in compliance with all applicable local, national, and international laws and regulations, including laws governing artificial intelligence, biometric data, and deepfake technology.

3.2. Account Registration

3.2.1. To access the Services, you must register for an account using one of the approved methods provided by OnlyFace, including:

- (a) Generating a cryptographic key pair via the platform; or
- (b) Registering through a third-party service, such as Google SSO or Twitter.

3.2.2. You are required to provide accurate, complete, and up-to-date information during the registration process. OnlyFace reserves the right to suspend or terminate accounts where the information provided is incomplete, inaccurate, or outdated.

3.2.3. You may not create more than one account for personal use, and you are strictly prohibited from impersonating another individual or entity during the account creation process.

3.3. Identity Verification (KYC)

3.3.1. All Users are required to complete the Know Your Customer (“KYC”) identity verification process, which is conducted by SumSub, a third-party service provider. The purpose of KYC is to ensure compliance with anti-money laundering (“AML”) laws, countering the financing of terrorism (“CFT”) regulations, and other applicable laws.

3.3.2. As part of the KYC process, you may be required to provide:

- (a) Government-issued identification documents;
- (b) Biometric data (e.g., facial recognition for identity verification); and
- (c) Other information reasonably requested by SumSub.

3.3.3. OnlyFace does not directly store or process KYC data. By completing the KYC process, you agree to SumSub’s terms and policies regarding data processing. OnlyFace reserves the right to use verified identity data provided by SumSub to enforce these Terms or comply with regulatory obligations.

3.3.4. Your access to the Services may be delayed, restricted, or denied if you fail to complete KYC verification to OnlyFace’s satisfaction.

3.4. Account Security

3.4.1. You are solely responsible for maintaining the confidentiality of your login credentials, including your password, cryptographic key pair, or any third-party login information.

3.4.2. You agree to immediately notify OnlyFace of any unauthorized access to or use of your account. OnlyFace disclaims all liability for any loss or damage arising from your failure to maintain the security of your account.

3.4.3. You are strictly prohibited from sharing or transferring your account credentials to any third party.

3.5. Account Termination

3.5.1. OnlyFace reserves the right to suspend or terminate your account at its sole discretion, without prior notice, for any of the following reasons:

- (a) Violation of these Terms or applicable laws;
- (b) Engagement in fraudulent activities, including circumventing the KYC process;
- (c) Use of the Services to create or distribute unlawful, harmful, or defamatory content; or

(d) Conduct that poses a risk to OnlyFace's operations or other Users.

3.5.2. Upon termination of your account, all unused Credits will be forfeited. However, EU residents may request a refund for unused Credits within the applicable 14-day period as required by law.

3.5.3. Account termination does not absolve you of liability for any prior breaches of these Terms, and OnlyFace reserves the right to pursue legal action for violations that occurred prior to termination.

3.6. Prohibited Access

3.6.1. You acknowledge that certain jurisdictions prohibit the use of deepfake technology or similar AI-based services. You are solely responsible for ensuring that your use of the Services complies with all applicable laws in your jurisdiction.

3.6.2. OnlyFace reserves the right to restrict or deny access to the Services from jurisdictions where such use would violate local laws or pose a regulatory or operational risk.

4. User Responsibilities

4.1. Compliance with Terms and Applicable Laws

4.1.1. You agree to use the Services only in accordance with these Terms, the Privacy Policy, and all applicable local, national, and international laws and regulations, including but not limited to:

- (a) Laws governing the ethical and lawful use of AI and deepfake technology;
- (b) Intellectual property laws protecting copyrights, trademarks, and likeness rights; and
- (c) Privacy and data protection laws, such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

4.1.2. You acknowledge that you are solely responsible for ensuring that your use of the Services complies with the laws and regulations applicable in your jurisdiction. OnlyFace disclaims all liability for any unlawful or unauthorized use of the Services by you.

4.2. Prohibited Activities

4.2.1. You agree not to use the Services for any unlawful, harmful, or unethical purpose, including but not limited to:

- (a) Creating or distributing Deepfake Content intended to defame, harass, impersonate, or otherwise harm another individual or entity;
- (b) Using Deepfake Content to engage in fraudulent or deceptive activities, including identity theft, phishing, or scamming;
- (c) Uploading, sharing, or distributing content that:
 - (i) Infringes upon the intellectual property rights or likeness rights of others;
 - (ii) Contains sexually explicit material, non-consensual pornography, or depictions of minors;
 - (iii) Violates any applicable hate speech, anti-discrimination, or anti-harassment laws; or
 - (iv) Is intended to incite violence, promote illegal activities, or spread misinformation.

4.2.2. You are prohibited from:

- (a) Circumventing or attempting to circumvent the KYC verification process;
- (b) Interfering with or disrupting the operation of the Services, including introducing malware, viruses, or other harmful code;
- (c) Reverse engineering, decompiling, or otherwise attempting to extract the source code or algorithms of OnlyFace's AI technology; and
- (d) Attempting to hack, scrape, or otherwise gain unauthorized access to the Services or User accounts.

4.3. Ethical Use of Deepfake Technology

4.3.1. You acknowledge the potential ethical and societal risks associated with the use of deepfake technology, including but not limited to identity theft, reputation harm, and the spread of

misinformation.

4.3.2. You agree to use Deepfake Content only for lawful and ethical purposes and assume all responsibility for any misuse of the content created or consumed through the Services.

4.3.3. You acknowledge that OnlyFace does not review or verify the ethical or lawful intent behind the creation or use of Deepfake Content and disclaims liability for any harm resulting from its misuse.

4.4. Accuracy of Information Provided

4.4.1. You represent and warrant that all information provided by you during account registration, KYC verification, or other interactions with the platform is true, accurate, and complete.

4.4.2. You agree to promptly update your account information if there are any changes to ensure continued accuracy and compliance with these Terms.

4.5. Reporting Violations

4.5.1. You agree to promptly report any violations of these Terms, including instances of unlawful or harmful content, misuse of the Services, or unauthorized access to User accounts, to OnlyFace via the designated reporting mechanisms.

4.5.2. OnlyFace reserves the right, but not the obligation, to investigate reported violations and take appropriate action, including content removal, account suspension, or reporting to law enforcement.

4.6. Indemnification for Misuse

4.6.1. You agree to indemnify, defend, and hold harmless OnlyFace and its officers, directors, employees, agents, affiliates, and licensors from and against any and all claims, damages, losses, costs, or expenses (including reasonable attorney's fees) arising out of or related to:

- (a) Your breach of these Terms or applicable laws;
- (b) Your use of Deepfake Content in violation of these Terms or applicable laws;
- (c) Any claim that content you upload, create, or share infringes upon the intellectual property rights, likeness rights, or privacy rights of any third party; or
- (d) Your unlawful or harmful use of the Services or Deepfake Content.

4.7. Assumption of Risk

4.7.1. You acknowledge and accept the inherent risks associated with the use of deepfake technology, including but not limited to:

- (a) Misrepresentation of identities, which may harm individuals or entities;
- (b) Unintended dissemination of content that violates laws or ethical standards; and
- (c) Regulatory risks or penalties arising from the evolving legal landscape surrounding AI and biometric technology.

4.7.2. You agree that OnlyFace will not be held liable for any harm, damages, or penalties resulting from your use of the Services or Deepfake Content, except to the extent required by applicable law.

5. Licensing and Ownership

5.1. Exclusive License to Content

5.1.1. By uploading, creating, or sharing any content on the platform, including but not limited to videos, images, audio recordings, or other materials (collectively, "Uploaded Content"), you hereby grant OnlyFace a worldwide, perpetual, irrevocable, sublicensable, royalty-free, and exclusive license to use, reproduce, modify, adapt, distribute, publicly display, perform, and otherwise exploit the Uploaded Content in any format or medium now known or later developed.

5.1.2. The Exclusive License applies to:

- (a) Original content created by Content Creators, including unaltered videos uploaded for deepfake transformation;
- (b) Facial images and voice recordings submitted by Face/Voice Owners for use in Deepfake

Content; and

(c) Any Deepfake Content generated using the Services, which incorporates the likenesses of Face/Voice Owners as selected by Users.

5.1.3. Once Uploaded Content is submitted to the platform, the licensor (e.g., Face/Voice Owner or Content Creator) relinquishes all ownership rights, including the right to monetize or control the content outside of the Services.

5.2. Intellectual Property Ownership

5.2.1. Except for the exclusive rights granted to OnlyFace, you retain ownership of the intellectual property in the original materials you upload, subject to the limitations and licenses described in these Terms.

5.2.2. OnlyFace retains exclusive ownership of:

- (a) All proprietary algorithms, AI models, and technologies used to create Deepfake Content;
- (b) The platform's design, user interface, and all other associated intellectual property; and
- (c) Any derivative works generated through the transformation of Uploaded Content using the Services.

5.3. Use of Likeness by Face/Voice Owners

5.3.1. Face/Voice Owners acknowledge and agree that by submitting their likeness (e.g., facial images or voice recordings) to the platform, they:

- (a) Grant OnlyFace the exclusive right to use, modify, and monetize their likeness within Deepfake Content;
- (b) Relinquish all claims to control or limit the use of their likeness on the platform, except where required by law; and
- (c) Waive any moral rights, publicity rights, or other claims related to the use of their likeness as incorporated in Deepfake Content.

5.3.2. Face/Voice Owners acknowledge that their likeness may be used in combination with other content created by Content Creators and selected by Users. OnlyFace disclaims liability for any third-party misuse of such content outside the platform.

5.4. Restrictions on User Activity

5.4.1. Users are granted a limited, non-exclusive, revocable license to view Deepfake Content on the platform for personal, non-commercial purposes, subject to these Terms.

5.4.2. Users are strictly prohibited from:

- (a) Downloading, recording, or otherwise capturing Deepfake Content from the platform;
- (b) Sharing, distributing, or monetizing Deepfake Content outside the platform; or
- (c) Using Deepfake Content for commercial, deceptive, or harmful purposes in violation of these Terms or applicable laws.

5.5. Agency Agreements

5.5.1. Agencies registering on the platform represent and warrant that they have obtained all necessary rights, consents, and authorizations from the Content Creators they represent to grant the Exclusive License to OnlyFace.

5.5.2. Agencies agree to indemnify and hold OnlyFace harmless from any claims arising from disputes between the Agency and the Content Creators it represents.

5.6. Termination of License

5.6.1. The Exclusive License granted to OnlyFace for Uploaded Content is irrevocable and survives the termination of your account or cessation of your use of the Services.

5.6.2. OnlyFace reserves the right to retain and continue using Uploaded Content, including Deepfake Content, for any lawful purpose, including marketing, advertising, and further content development.

5.7. Compliance with Copyright and Intellectual Property Laws

5.7.1. You represent and warrant that any content you upload or submit to the platform:

- (a) Does not infringe upon the copyrights, trademarks, likeness rights, or other intellectual property rights of any third party;
- (b) Is lawfully owned or licensed by you and free from any encumbrances or claims by third parties; and
- (c) Complies with all applicable laws and regulations.

5.7.2. OnlyFace reserves the right to remove any content it determines, in its sole discretion, may infringe upon the intellectual property rights of others or violate applicable laws.

5.8. Misuse of Uploaded Content

5.8.1. OnlyFace disclaims liability for any misuse of Uploaded Content or Deepfake Content by Users or third parties, whether on or off the platform.

5.8.2. You acknowledge that while OnlyFace implements measures to restrict unauthorized downloading and redistribution, no system is completely secure, and you agree to hold OnlyFace harmless for any unauthorized use of content beyond its control.

6. Payment and Refund Policy

6.1. Purchase of Credits

6.1.1. To access and view Deepfake Content on the platform, you are required to purchase Credits, which are the exclusive virtual currency used within the Services.

6.1.2. Credits may be purchased through the payment processors approved by OnlyFace, including Stripe or other third-party payment services. OnlyFace does not directly process payments and disclaims any liability for errors, delays, or unauthorized transactions occurring through third-party payment processors.

6.1.3. The minimum Credit package available for purchase is 10,000 Credits, equivalent to \$10.00 (USD). Credits are sold in additional increments as specified on the platform.

6.1.4. Each Credit allows you to view one (1) second of Deepfake Content on the platform. Unused Credits will remain in your account until consumed or forfeited under these Terms.

6.2. Payment Terms

6.2.1. By purchasing Credits, you authorize OnlyFace (or its authorized payment processor) to charge your designated payment method for the amount specified at the time of purchase. You represent and warrant that you are authorized to use the payment method provided.

6.2.2. All prices for Credits are listed in U.S. dollars (USD) unless otherwise specified. You are responsible for any applicable taxes, currency conversion fees, or transaction fees imposed by your financial institution or payment provider.

6.3. Refund Policy

6.3.1. Except as required by applicable law, all Credit purchases are final and non-refundable. This includes situations where:

- (a) You fail to use all purchased Credits;
- (b) Your account is suspended or terminated due to a violation of these Terms; or
- (c) You are unable to access the Services due to factors outside OnlyFace's control, such as technical issues or jurisdictional restrictions.

6.3.2. Pursuant to EU regulations, Users who reside in the European Union have the right to request a refund for unused Credits within fourteen (14) days of purchase, provided:

- (a) The Credits remain unused in their entirety; and
- (b) The request is submitted through the designated refund request process on the platform.

6.3.3. Refund requests from EU Users will be processed in accordance with the EU Consumer

Rights Directive and other applicable regulations. Refunds will be issued to the original payment method used for the purchase.

6.4. Unauthorized Transactions

6.4.1. If you believe an unauthorized transaction has occurred in connection with your account, you must notify OnlyFace immediately. OnlyFace will cooperate with its payment processors to investigate unauthorized transactions but does not guarantee the reversal of any charges.

6.4.2. You are solely responsible for safeguarding your account credentials and payment information. OnlyFace disclaims liability for losses resulting from unauthorized access to your account caused by your failure to secure your credentials.

6.5. Expiration and Forfeiture of Credits

6.5.1. Credits do not expire, and there are no maintenance fees associated with unused Credits. However, Credits may be forfeited under the following circumstances:

(a) If your account is terminated due to a violation of these Terms; or

(b) If OnlyFace ceases operations or discontinues the Services.

6.5.2. In the event of forfeiture, you will not be entitled to a refund or reimbursement for unused Credits, except as required by applicable law.

6.6. Fraud Prevention and Chargebacks

6.6.1. OnlyFace reserves the right to suspend or terminate your account and revoke access to Credits if fraudulent or unauthorized payment activity is detected.

6.6.2. Any attempts to dispute legitimate charges (e.g., through chargebacks or payment reversals) without justification may result in the permanent termination of your account and forfeiture of all Credits.

6.7. Changes to Pricing and Payment Policies

6.7.1. OnlyFace reserves the right to modify the pricing of Credits, minimum purchase amounts, or payment policies at any time, at its sole discretion. Any changes will be communicated to Users via the platform or email prior to implementation.

6.7.2. Continued use of the Services following changes to pricing or payment policies constitutes your acceptance of such changes.

7. Deepfake Protocol Risks and Disclaimers

7.1. Acknowledgment of Risks

7.1.1. By accessing and using the Services, you expressly acknowledge and agree that deepfake technology, while innovative and transformative, poses significant ethical, legal, and societal risks. These risks may include but are not limited to:

(a) **Identity Misrepresentation:** The potential for misuse of Deepfake Content to impersonate individuals, including public figures, without their consent;

(b) **Reputation Harm:** The dissemination of Deepfake Content that defames, humiliates, or misrepresents individuals or entities;

(c) **Privacy Violations:** The unauthorized creation or use of Deepfake Content featuring individuals who have not granted permission;

(d) **Misinformation and Fraud:** The use of Deepfake Content to create misleading, deceptive, or fraudulent materials that could harm individuals, businesses, or public trust;

(e) **Legal Uncertainty:** Emerging regulatory frameworks and restrictions on the use of AI-based deepfake technology, which may impose unforeseen liabilities or limitations.

7.1.2. OnlyFace disclaims responsibility for any harm, damages, or liabilities arising from the misuse of Deepfake Content by Users or third parties, whether on or off the platform.

7.2. No Guarantee of Ethical Use

7.2.1. While OnlyFace implements technical safeguards and content moderation measures, it does not and cannot guarantee that all content created, uploaded, or consumed through the platform will comply with applicable laws, ethical standards, or societal norms.

7.2.2. You are solely responsible for ensuring that your use of Deepfake Content aligns with legal, ethical, and personal standards. OnlyFace expressly disclaims liability for:

- (a) Content created or used in violation of these Terms or applicable laws; and
- (b) Ethical breaches resulting from the misuse of Deepfake Content by Users or third parties.

7.3. Platform Limitations and Responsibilities

7.3.1. OnlyFace's role is limited to providing a platform for the creation and consumption of transformative media content. OnlyFace does not actively monitor or pre-screen all content uploaded to or generated through the Services.

7.3.2. OnlyFace retains the right, but not the obligation, to:

- (a) Remove or restrict access to content that violates these Terms, applicable laws, or ethical standards;
- (b) Suspend or terminate accounts associated with repeated or egregious violations; and
- (c) Cooperate with law enforcement or regulatory authorities in investigating or addressing misuse of the platform.

7.4. Disclaimer of Warranties for Content Accuracy and Legality

7.4.1. OnlyFace makes no representations or warranties regarding the accuracy, authenticity, legality, or appropriateness of Deepfake Content created or consumed on the platform.

7.4.2. OnlyFace expressly disclaims any obligation to verify:

- (a) The lawful or ethical intent of Users in creating or consuming Deepfake Content;
- (b) The veracity of claims, representations, or depictions within Deepfake Content; and
- (c) The compliance of Deepfake Content with local, national, or international laws.

7.5. Compliance with Regional Regulations

7.5.1. OnlyFace operates as a global web-based service and endeavors to comply with applicable laws in jurisdictions where it is accessible. However, given the evolving regulatory landscape surrounding AI and deepfake technology, compliance may vary by region.

7.5.2. You are solely responsible for ensuring that your use of the Services complies with the laws and regulations in your jurisdiction, including:

- (a) **GDPR**: Compliance with data protection requirements when uploading or using content involving personal or biometric data of EU residents;
- (b) **CCPA**: Adherence to privacy rights of California residents in connection with personal data processed through the platform;
- (c) **EU AI Act**: Restrictions on the use of high-risk AI applications, including limitations on content creation for deceptive or harmful purposes; and
- (d) Other applicable laws governing the use of AI and deepfake technology.

7.5.3. OnlyFace reserves the right to restrict or disable access to the Services in jurisdictions where the platform's features may conflict with local regulations.

7.6. User Assumption of Risk

7.6.1. You expressly acknowledge and accept the risks associated with the use of deepfake technology, including:

- (a) The possibility of reputational harm, financial losses, or legal exposure resulting from the creation or use of Deepfake Content;
- (b) The potential misuse of Deepfake Content by unauthorized third parties beyond the platform's control; and
- (c) Regulatory changes or penalties that may affect your ability to use the Services or Deepfake

Content in the future.

7.6.2. You agree to hold OnlyFace harmless from any liabilities or damages arising from your use of the Services, except as required by applicable law.

7.7. Third-Party Misuse

7.7.1. OnlyFace is not responsible for and disclaims liability for any unauthorized use, reproduction, or distribution of Deepfake Content by third parties outside the platform.

7.7.2. While OnlyFace implements technical safeguards to prevent unauthorized downloading or redistribution, no system is completely secure. You acknowledge and accept this limitation.

7.8. Disclaimer of Platform Liability

7.8.1. The Services are provided “as is” and “as available,” without any warranties or guarantees of functionality, reliability, or accuracy. To the fullest extent permissible by applicable law, OnlyFace disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of:

- (a) Merchantability, fitness for a particular purpose, or non-infringement;
- (b) Accuracy or reliability of Deepfake Content generated through the platform; and
- (c) Compliance of Deepfake Content with ethical standards or applicable laws.

7.8.2. OnlyFace will not be liable for any damages, losses, or claims arising from:

- (a) Technical errors, interruptions, or failures in the platform;
- (b) Unauthorized access to or misuse of your account or content; or
- (c) Regulatory penalties or legal actions resulting from your use of the Services.

8. Compliance with International and Regional Laws

8.1. General Compliance Obligations

8.1.1. OnlyFace operates as a global web-based service accessible by Users worldwide. As such, OnlyFace is committed to complying with applicable international and regional laws governing its operations, including but not limited to:

- (a) Privacy and data protection laws such as the **General Data Protection Regulation (GDPR)** and the **California Consumer Privacy Act (CCPA)**;
- (b) Laws governing artificial intelligence and deepfake technologies, such as the **EU Artificial Intelligence Act (AI Act)** and similar emerging regulations;
- (c) Intellectual property and likeness rights laws that protect the ownership, use, and distribution of personal or proprietary content; and
- (d) Anti-money laundering (AML) and countering the financing of terrorism (CFT) laws applicable to financial transactions conducted through the platform.

8.1.2. The OnlyFace **Privacy Policy**, incorporated herein by reference, provides additional details about how personal data is collected, processed, stored, and shared by OnlyFace. The Privacy Policy, along with other legal documents and policies made available on the website (18 U.S.C. 2257 Exemption, DMCA Policy, Cookie Policy), forms an integral part of these Terms and must be reviewed and accepted as a condition of using the Services.

8.1.3. By using the Services, you agree to comply with all applicable laws and regulations in your jurisdiction. You are solely responsible for understanding and ensuring that your use of the Services does not violate any such laws or regulations.

8.2. GDPR Compliance (for EU Residents)

8.2.1. OnlyFace processes personal data in compliance with the GDPR, which applies to Users located in the European Union and European Economic Area (EEA). Details about OnlyFace’s data processing practices are set forth in the Privacy Policy.

8.2.2. KYC verification conducted by SumSub is compliant with GDPR standards, ensuring that:

- (a) Personal data is processed lawfully, fairly, and transparently;
- (b) Personal data is collected only for specified, explicit, and legitimate purposes (e.g., identity verification);
- (c) Data is limited to what is necessary and stored only as long as required for compliance and operational purposes; and
- (d) Appropriate technical and organizational measures are implemented to protect personal data.

8.2.3. As a User located in the EU, you have the following rights under the GDPR:

- (a) **Right of Access:** You may request a copy of the personal data processed by OnlyFace or its third-party partners;
- (b) **Right to Rectification:** You may request corrections to inaccurate or incomplete personal data;
- (c) **Right to Erasure (“Right to be Forgotten”):** You may request the deletion of your personal data, subject to limitations imposed by legal or regulatory obligations;
- (d) **Right to Restriction of Processing:** You may request that your data be processed only for certain purposes; and
- (e) **Right to Data Portability:** You may request a copy of your data in a structured, commonly used, and machine-readable format.

8.2.4. Users may exercise their GDPR rights by contacting OnlyFace through the designated privacy portal or as described in the Privacy Policy.

8.3. CCPA Compliance (for California Residents)

8.3.1. OnlyFace processes personal data in accordance with the CCPA, which grants California residents specific rights regarding their personal information. Specific details regarding data processing for California residents are set forth in the Privacy Policy.

8.3.2. As a California resident, you have the following rights under the CCPA:

- (a) **Right to Know:** You may request information about the categories of personal data collected, the purposes for which it is used, and any third parties with whom it is shared;
- (b) **Right to Delete:** You may request the deletion of personal data, subject to legal exceptions;
- (c) **Right to Opt-Out:** You may opt out of the sale of your personal data, if applicable; and
- (d) **Right to Non-Discrimination:** You will not be discriminated against for exercising your rights under the CCPA.

8.3.3. OnlyFace does not sell personal data as defined under the CCPA and ensures that personal information is processed solely for operational and legal compliance purposes. Further details regarding the processing of personal data under the CCPA are outlined in the Privacy Policy.

8.3.4. California residents may exercise their CCPA rights by submitting a verifiable consumer request through the platform’s privacy portal as described in the Privacy Policy.

8.4. EU Artificial Intelligence Act (AI Act) Compliance

8.4.1. OnlyFace endeavors to comply with the emerging requirements of the EU AI Act, which regulates high-risk AI systems, including those used for deepfake content creation.

8.4.2. OnlyFace specifically adheres to the following principles outlined in the AI Act:

- (a) **Transparency:** OnlyFace ensures that Users are aware that content is generated or modified using AI technology, including prominent labeling of Deepfake Content;
- (b) **Risk Mitigation:** OnlyFace implements measures to minimize risks associated with the misuse of Deepfake Content, including abuse detection tools and content moderation policies; and
- (c) **Ethical Use:** OnlyFace prohibits the use of its Services for purposes deemed illegal, harmful, or unethical under the AI Act or applicable regional laws.

8.4.3. Users are required to comply with any additional restrictions or requirements imposed by the AI Act when creating or using Deepfake Content in the EU.

8.5. Cooperation with Authorities and Law Enforcement

8.5.1. OnlyFace is committed to cooperating with regulatory authorities and law enforcement

agencies in jurisdictions where its Services are offered. This cooperation may include:

- (a) Responding to subpoenas, court orders, or other lawful requests for User data;
- (b) Providing information to assist in investigations related to unlawful activity, including the misuse of Deepfake Content; and
- (c) Reporting suspected violations of laws or regulations, where required.

8.5.2. OnlyFace reserves the right to disclose User data to comply with applicable laws, protect its legal rights, or safeguard the safety and security of its Users and platform.

8.6. Restrictions Based on Jurisdiction

8.6.1. OnlyFace reserves the right to restrict or deny access to the Services in jurisdictions where the use of AI or deepfake technology is prohibited or heavily regulated.

8.6.2. Users are solely responsible for understanding and complying with local laws that may restrict or prohibit the use of the Services in their jurisdiction.

9. Monitoring and Moderation

9.1. Right to Monitor Content

9.1.1. OnlyFace reserves the right, but not the obligation, to monitor, review, and assess any content uploaded, created, or shared on the platform to ensure compliance with these Terms, applicable laws, and ethical standards. This includes but is not limited to:

- (a) Videos, images, audio files, or other media uploaded by Content Creators, Agencies, or Face/Voice Owners;
- (b) Deepfake Content generated through the platform; and
- (c) Comments, metadata, or other interactions by Users within the platform.

9.1.2. OnlyFace's monitoring efforts may involve a combination of automated tools, artificial intelligence (AI) moderation systems, and human oversight to identify and address prohibited content.

9.2. Grounds for Content Removal

9.2.1. OnlyFace reserves the right to remove or restrict access to content that, in its sole discretion, violates these Terms, infringes upon the rights of others, or poses a risk to Users, the platform, or the public. Grounds for removal may include but are not limited to:

- (a) Content that is unlawful, harmful, fraudulent, defamatory, or misleading;
- (b) Deepfake Content that misrepresents individuals or entities in a manner that violates applicable laws or ethical standards;
- (c) Content that infringes upon intellectual property, likeness rights, or privacy rights of third parties;
- (d) Content that contains explicit, hateful, or discriminatory material; and
- (e) Content deemed to pose a threat to public safety, incite violence, or promote illegal activities.

9.3. User Reporting Mechanisms

9.3.1. OnlyFace provides mechanisms for Users to report content that they believe violates these Terms or applicable laws. Reports may be submitted directly through the platform's reporting tools or via email to the designated support team.

9.3.2. All reports will be reviewed by OnlyFace within a reasonable timeframe. OnlyFace reserves the right to determine, in its sole discretion, the appropriate action to take in response to reported content.

9.4. Consequences for Violations

9.4.1. Users found to have violated these Terms through the creation, sharing, or use of prohibited content may face one or more of the following consequences:

- (a) Immediate removal or restriction of the offending content;

- (b) Temporary or permanent suspension of the User's account;
 - (c) Forfeiture of unused Credits without refund;
 - (d) Reporting of the User to law enforcement or regulatory authorities, where required; and
 - (e) Pursuit of legal remedies to recover damages or enforce compliance.
- 9.4.2. The enforcement actions described in this section are not exclusive and may be combined with other measures as deemed necessary by OnlyFace to protect its platform and Users.

9.5. Use of Automated Moderation Tools

9.5.1. OnlyFace may use proprietary AI and machine-learning tools to assist in the identification and moderation of prohibited content. These tools may analyze media, text, metadata, and other elements to detect potential violations.

9.5.2. While automated tools are an important part of OnlyFace's content moderation strategy, they are not infallible. Users acknowledge that:

- (a) Certain violations may not be detected by automated tools and may require manual review; and
- (b) Automated tools may occasionally flag or restrict permissible content. Users may contact OnlyFace to appeal such decisions.

9.6. No Pre-Screening Obligation

9.6.1. OnlyFace does not pre-screen all content uploaded or created on the platform and does not guarantee that prohibited content will be identified or removed in all cases.

9.6.2. Users are solely responsible for ensuring that their content complies with these Terms and applicable laws before uploading or creating content on the platform.

9.7. Cooperation with Authorities

9.7.1. OnlyFace will cooperate with law enforcement agencies, regulatory authorities, or other authorized parties in investigating and addressing prohibited content. This cooperation may include:

- (a) Providing information about the User who uploaded or created the content;
- (b) Disclosing metadata, transactional records, or other relevant information associated with the content; and
- (c) Assisting in the removal or restriction of content as required by law or court order.

9.8. Limitation of Liability for Moderation

9.8.1. OnlyFace disclaims liability for any harm, damages, or losses arising from:

- (a) The removal or restriction of content under this section;
- (b) The failure to identify or remove prohibited content in a timely manner; or
- (c) Errors or inaccuracies in automated or manual content moderation efforts.

9.8.2. Users acknowledge that content moderation is inherently subjective and agree to hold OnlyFace harmless for any disputes related to the moderation, removal, or restriction of content on the platform.

10. Termination of Account

10.1. Termination by User

10.1.1. You may terminate your account at any time by submitting a request through the designated account termination process on the platform. Upon termination, you will lose access to the Services and any associated content or Credits.

10.1.2. Termination of your account does not absolve you of any obligations or liabilities incurred prior to termination, including compliance with these Terms and any applicable laws.

10.2. Termination by OnlyFace

10.2.1. OnlyFace reserves the right to suspend, restrict, or terminate your account at its sole discretion and without prior notice if:

- (a) You violate these Terms or any applicable laws or regulations;
- (b) Your account is associated with fraudulent activity, misuse, or attempts to circumvent the KYC process;
- (c) You upload, create, or share content that is unlawful, harmful, or in violation of intellectual property, privacy, or likeness rights;
- (d) Your use of the Services poses a risk to the security, integrity, or operation of the platform;
- (e) You fail to make payments or attempt to reverse legitimate transactions without justification; or
- (f) OnlyFace determines, in its sole discretion, that your continued use of the platform may expose it or its Users to legal, regulatory, or reputational risks.

10.2.2. OnlyFace may also terminate your account if required to comply with applicable laws, court orders, or regulatory obligations.

10.3. Effect of Termination

10.3.1. Upon termination of your account, whether initiated by you or by OnlyFace:

- (a) You will immediately lose access to your account, including any unused Credits and uploaded or saved content;
- (b) Any ongoing licenses or permissions granted to you under these Terms will be revoked;
- (c) Any content uploaded or created by you may remain accessible to OnlyFace for operational, compliance, or legal purposes, subject to the exclusive license granted in Section 5 of these Terms; and
- (d) OnlyFace reserves the right to retain certain account information and data as required to comply with legal, regulatory, or operational obligations.

10.3.2. Unused Credits:

- (a) If your account is terminated due to a violation of these Terms, all unused Credits will be forfeited without refund, except where required by applicable law.
- (b) If you are an EU resident, you may request a refund for unused Credits within the 14-day cooling-off period as described in Section 6, provided your account termination does not result from a violation of these Terms.

10.4. Survival of Obligations

10.4.1. The following provisions of these Terms will survive the termination of your account:

- (a) Section 5 (Licensing and Ownership);
- (b) Section 7 (Deepfake Protocol Risks and Disclaimers);
- (c) Section 8 (Compliance with International and Regional Laws);
- (d) Section 10.3 (Effect of Termination);
- (e) Section 11 (Dispute Resolution and Arbitration);
- (f) Section 12 (Limitation of Liability); and
- (g) Section 13 (Indemnification).

10.5. Reinstatement of Account

10.5.1. OnlyFace may, at its sole discretion, reinstate a terminated account upon your written request if:

- (a) The termination was the result of a misunderstanding or error, as determined by OnlyFace;
- (b) You provide satisfactory evidence of compliance with these Terms and applicable laws; and
- (c) Any outstanding obligations, including payment disputes or regulatory issues, are resolved.

10.5.2. Reinstatement of an account is not guaranteed and is subject to additional verification or conditions imposed by OnlyFace.

10.6. Temporary Suspension

10.6.1. OnlyFace reserves the right to temporarily suspend your account in lieu of termination if:

- (a) The violation is deemed minor or remediable;
 - (b) Further investigation is required to determine the extent of a violation or misuse; or
 - (c) Regulatory or legal authorities request a temporary restriction on account access.
- 10.6.2. During the suspension period, you will be unable to access your account, use Credits, or create or consume content. Suspension does not absolve you of any obligations under these Terms.

10.7. No Liability for Termination

10.7.1. OnlyFace disclaims liability for any damages, losses, or claims arising from the suspension or termination of your account, including but not limited to:

- (a) Loss of access to content, Credits, or other materials associated with your account;
- (b) Disruption to your ability to use the Services; or
- (c) Reputational harm or other indirect consequences of account termination.

10.7.2. You agree to hold OnlyFace harmless from any claims related to the termination or suspension of your account, except as expressly provided by applicable law.

11. Dispute Resolution and Arbitration

11.1. Agreement to Arbitrate

11.1.1. Any and all disputes, claims, controversies, or causes of action arising out of or relating to these Terms, the Privacy Policy, the use of the Services, or any content generated or consumed through the platform (collectively, “Disputes”) shall be resolved exclusively by binding arbitration, except as provided in Section 11.2.

11.1.2. You and OnlyFace agree to waive the right to a trial by jury or to participate in a class action or other representative proceeding for any Disputes.

11.2. Exceptions to Arbitration Agreement

11.2.1. Either party may bring an individual action in small claims court if the Dispute falls within the court’s jurisdictional limits.

11.2.2. OnlyFace may seek injunctive relief or equitable remedies in a court of competent jurisdiction to protect its intellectual property, proprietary rights, or confidential information.

11.3. Arbitration Procedure

11.3.1. Arbitration shall be conducted by the **Judicial Arbitration and Mediation Services, Inc. (“JAMS”)**, in accordance with its Comprehensive Arbitration Rules and Procedures, as modified by these Terms. The JAMS rules are available at www.jamsadr.com.

11.3.2. The arbitration shall be presided over by a single arbitrator selected by mutual agreement of the parties. If the parties cannot agree, the arbitrator shall be appointed by JAMS in accordance with its rules.

11.3.3. The arbitration proceedings shall take place in **San Francisco, California**, unless the parties mutually agree to another location. If you are located outside the United States, arbitration may be conducted virtually, unless otherwise agreed.

11.4. Pre-Arbitration Dispute Resolution

11.4.1. Before initiating arbitration, the party seeking resolution of the Dispute must send written notice to the other party detailing the nature of the Dispute and the relief sought (the “Dispute Notice”).

11.4.2. Upon receipt of the Dispute Notice, one or more principals of each party shall meet within fifteen (15) days at a mutually agreeable location (or virtually, if applicable) to attempt to resolve the Dispute informally.

11.4.3. If the parties fail to resolve the Dispute within fifteen (15) days after the initial meeting, the complaining party may proceed to initiate arbitration.

11.5. Arbitration Confidentiality

11.5.1. All arbitration proceedings, including but not limited to documents, testimony, and awards, shall be kept strictly confidential and used solely for purposes of resolving the Dispute.

11.5.2. Disclosure of information from the arbitration proceedings is prohibited except:

- (a) As required by law or court order;
- (b) To enforce or challenge an arbitration award; or
- (c) With the express written consent of both parties.

11.6. Class Action Waiver

11.6.1. To the fullest extent permitted by law, all Disputes must be resolved on an individual basis. You expressly waive any right to bring or participate in any class action, class arbitration, or other representative proceeding against OnlyFace.

11.6.2. If the class action waiver is found to be unenforceable, the entire agreement to arbitrate (Section 11) shall be deemed void and unenforceable, and the Dispute shall be resolved in a court of competent jurisdiction.

11.7. Arbitrator's Authority

11.7.1. The arbitrator shall have the authority to grant any relief or remedies available under applicable law, including but not limited to monetary damages, injunctive relief, or attorney's fees.

11.7.2. The arbitrator's decision shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction.

11.8. Costs of Arbitration

11.8.1. The entire costs of the arbitration, including the arbitrator's fees and attorney's fees, shall be borne by the Party that has lost the arbitration, unless otherwise required by JAMS rules or applicable law.

11.8.2. Each party shall bear its own attorney's fees and costs, unless the arbitrator awards attorney's fees to the prevailing party, as permitted by applicable law.

11.9. Governing Law and Venue

11.9.1. This arbitration agreement and all related proceedings shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

11.9.2. For any matters not subject to arbitration or where arbitration is deemed unenforceable, the exclusive jurisdiction and venue shall be the state and federal courts located in San Francisco, California.

11.10. Severability of Arbitration Provisions

11.10.1. If any provision of this Section 11 is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. However, if the class action waiver in Section 11.6 is deemed unenforceable, the entire arbitration agreement shall be void.

12. Limitation of Liability

12.1. General Disclaimer of Liability

12.1.1. To the fullest extent permitted by applicable law, OnlyFace, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, and service providers (collectively, the "Covered Parties") shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or related to:

- (a) Your access to, use of, or inability to access or use the Services;
- (b) Any unauthorized access to or alteration of your account, Uploaded Content, or Deepfake Content;
- (c) Any errors, interruptions, delays, or failures in the operation or performance of the platform;

- (d) The actions, omissions, or content of any third-party Users, including misuse of Deepfake Content; or
- (e) Compliance with legal requests or disclosure of data to authorities, as described in these Terms or the Privacy Policy.

12.2. Limitation on Liability for Content

12.2.1. OnlyFace disclaims all liability for:

- (a) The creation, distribution, or use of Deepfake Content in violation of these Terms or applicable laws;
- (b) Any harm, defamation, or reputational damage caused by Deepfake Content generated or consumed on the platform;
- (c) The accuracy, legality, or appropriateness of content created, uploaded, or shared by Users; and
- (d) Unauthorized third-party use, reproduction, or distribution of Deepfake Content or Uploaded Content.

12.3. Liability Cap

12.3.1. To the fullest extent permitted by applicable law, the total liability of OnlyFace and the Covered Parties to you for any claim or series of related claims, whether based on contract, tort, negligence, strict liability, or any other legal theory, shall not exceed the greater of:

- (a) The amount you have paid to OnlyFace in connection with the Services during the twelve (12) months preceding the event giving rise to the claim; or
- (b) Five Hundred U.S. Dollars (\$500.00).

12.4. No Warranty of Accuracy or Reliability

12.4.1. OnlyFace does not warrant or guarantee that:

- (a) The Services will be uninterrupted, error-free, or free of harmful components, including malware or viruses;
- (b) Deepfake Content created or consumed through the platform will meet your expectations or requirements;
- (c) The Services will comply with all applicable laws in your jurisdiction; or
- (d) Errors or defects in the Services will be corrected.

12.4.2. You acknowledge that Deepfake Content may contain inaccuracies, misrepresentations, or other defects, and you assume all risks associated with reliance on such content.

12.5. Exclusion of Certain Claims

12.5.1. Certain jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, OnlyFace's liability is limited to the maximum extent permitted by law.

12.5.2. For Users located in jurisdictions where limitations on liability are prohibited, OnlyFace's liability shall be limited to the minimum amount required under applicable law.

12.6. Assumption of Risk by Users

12.6.1. By accessing and using the Services, you acknowledge and assume the following risks:

- (a) Deepfake Content may be misused by third parties, including for unauthorized, unethical, or illegal purposes;
- (b) Your Uploaded Content may be transformed or altered in ways you did not anticipate, subject to the licenses granted under these Terms;
- (c) Regulatory changes may impact your ability to use the Services or Deepfake Content in certain jurisdictions; and
- (d) Use of the Services, including participation in the creation or consumption of Deepfake Content, may expose you to reputational, financial, or legal harm.

12.7. Release of Claims

12.7.1. You expressly release and discharge OnlyFace and the Covered Parties from any and all claims, demands, damages, losses, costs, and liabilities of any kind, whether known or unknown, arising out of or in connection with:

- (a) Your use of or inability to use the Services;
- (b) Deepfake Content generated or consumed on the platform; or
- (c) Any disputes between you and other Users or third parties arising out of the Services.

12.7.2. For California residents, you expressly waive the protections of Section 1542 of the California Civil Code, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

12.8. Force Majeure

12.8.1. OnlyFace shall not be held liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to:

- (a) Acts of God, natural disasters, or severe weather;
- (b) Acts of terrorism, war, or civil unrest;
- (c) Governmental actions or regulatory changes affecting the Services;
- (d) Interruptions in telecommunications, internet services, or third-party hosting providers; or
- (e) Cyberattacks, data breaches, or other security incidents outside of OnlyFace’s direct control.

13. Indemnification

13.1. General Indemnification Obligation

13.1.1. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless OnlyFace, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, service providers, and other Covered Parties (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, liabilities, damages, losses, costs, or expenses (including reasonable attorneys’ fees and court costs) arising out of or related to:

- (a) Your access to or use of the Services, including any content you upload, create, or consume through the platform;
- (b) Your violation of these Terms, the Privacy Policy, or any applicable laws, rules, or regulations;
- (c) Your infringement or violation of the intellectual property rights, likeness rights, privacy rights, or other rights of any third party;
- (d) The misuse, unauthorized distribution, or unethical use of Deepfake Content generated or consumed through the platform;
- (e) Any fraudulent, deceptive, or unlawful activity conducted by you or through your account; and
- (f) Any dispute between you and another User, Content Creator, Face/Voice Owner, Agency, or third party arising from your use of the Services.

13.1.2. The obligations under this Section 13.1 extend to claims brought by third parties, governmental agencies, or regulatory authorities, regardless of whether such claims are based on negligence, intentional misconduct, or strict liability.

13.2. Scope of Defense Obligation

13.2.1. If a claim subject to indemnification under these Terms is brought against an Indemnified Party:

- (a) You agree to provide a full and complete defense at your expense, using counsel reasonably acceptable to OnlyFace;
- (b) You agree to cooperate fully with OnlyFace in the defense of the claim, including providing

access to relevant information, documents, or records; and

(c) You may not settle any claim without the prior written consent of OnlyFace if the settlement imposes any obligation, liability, or admission of wrongdoing on the Indemnified Parties.

13.3. Indemnification for Regulatory Violations

13.3.1. You acknowledge and agree that certain jurisdictions impose specific legal and regulatory requirements governing the use of AI and deepfake technologies, biometric data, and related content. If your use of the Services results in any regulatory investigation, fine, penalty, or enforcement action, you agree to indemnify and hold OnlyFace harmless for:

- (a) All costs, fines, penalties, or damages assessed against OnlyFace as a result of your use of the Services in violation of such regulations; and
- (b) Any costs incurred by OnlyFace in cooperating with regulatory authorities or defending itself in connection with your use of the Services.

13.4. Limitation on Indemnification Obligation

13.4.1. Your indemnification obligations under these Terms do not apply to claims arising solely from:

- (a) OnlyFace's gross negligence, intentional misconduct, or willful violation of applicable law; or
- (b) Any material breach of these Terms by OnlyFace.

13.5. Notification of Claims

13.5.1. OnlyFace will provide you with prompt written notice of any claim subject to indemnification under these Terms. Such notice shall include:

- (a) A description of the claim and the factual basis supporting the claim;
- (b) A copy of any demand letters, complaints, or legal filings received by OnlyFace; and
- (c) Any deadlines or other procedural requirements imposed by the court, arbitration body, or regulatory authority handling the claim.

13.5.2. Failure by OnlyFace to provide timely notice shall not relieve you of your indemnification obligations, except to the extent that such failure materially prejudices your ability to defend the claim.

13.6. Additional Remedies for Breach of Indemnification Obligations

13.6.1. If you fail to fulfill your indemnification obligations under these Terms, OnlyFace may take the following actions:

- (a) Offset any indemnifiable damages or costs against amounts owed to you, including unused Credits or other monetary entitlements;
- (b) Seek reimbursement through legal proceedings for all costs, expenses, and damages incurred; and
- (c) Suspend or terminate your account, in addition to pursuing other remedies available under these Terms or applicable law.

13.7. Survival of Indemnification Obligations

13.7.1. Your indemnification obligations under this Section 13 shall survive:

- (a) The termination of your account or cessation of your use of the Services; and
- (b) The expiration or termination of these Terms.

14. Cooperation with Authorities

14.1. General Cooperation Obligations

14.1.1. OnlyFace is committed to cooperating with law enforcement agencies, regulatory bodies, and other authorized entities to ensure compliance with applicable laws, prevent misuse of the Services, and address any unlawful activities conducted through the platform.

14.1.2. You acknowledge and agree that OnlyFace may disclose your information, including personal data, Uploaded Content, and account activity, to authorized authorities as necessary to:

- (a) Comply with applicable laws, regulations, subpoenas, court orders, or other legal processes;
- (b) Investigate or prevent suspected violations of these Terms, criminal activities, or fraudulent behavior;
- (c) Protect the rights, property, or safety of OnlyFace, its Users, or the general public; and
- (d) Address suspected violations of intellectual property, likeness rights, or privacy rights.

14.2. Requests for User Data

14.2.1. OnlyFace will comply with valid legal requests for User data from governmental agencies, courts, or other authorized entities. These requests may include:

- (a) Subpoenas or warrants requiring the production of specific User data;
- (b) Requests related to investigations of suspected fraud, cybercrime, or other unlawful activities; or
- (c) Court orders or administrative directives requiring the removal of specific content or the suspension of User accounts.

14.2.2. OnlyFace will make reasonable efforts to notify the affected User of any legal request for their data, except where prohibited by law or where such notice could interfere with an investigation.

14.3. Preservation of Data for Investigations

14.3.1. In response to a legal request or upon its own determination, OnlyFace may preserve User data, Uploaded Content, or Deepfake Content for the duration of an investigation or legal proceeding.

14.3.2. Data preserved for legal purposes will be stored securely and will not be disclosed to unauthorized parties.

14.4. Proactive Measures to Prevent Misuse

14.4.1. OnlyFace may take proactive measures to identify and address unlawful activities or misuse of the Services, including but not limited to:

- (a) Monitoring for content that violates applicable laws, including fraud, defamation, harassment, or the unauthorized use of likenesses;
- (b) Implementing automated tools to detect prohibited content or suspicious behavior; and
- (c) Temporarily suspending or restricting access to accounts associated with suspected violations while investigations are conducted.

14.4.2. OnlyFace's monitoring and enforcement efforts are conducted in accordance with its Privacy Policy and applicable data protection laws.

14.5. Content Removal at the Request of Authorities

14.5.1. OnlyFace reserves the right to remove or restrict access to content on the platform in response to valid requests from law enforcement agencies, regulatory bodies, or courts. Such requests may include content that:

- (a) Violates applicable laws, including defamation, hate speech, or intellectual property infringement;
- (b) Poses a threat to public safety or incites violence; or
- (c) Constitutes non-consensual or explicit depictions of individuals.

14.5.2. Users will not be entitled to any refund, compensation, or reinstatement of content removed under this Section 14.5.

14.6. International Compliance and Cross-Border Data Requests

14.6.1. OnlyFace operates as a global platform and acknowledges that legal requirements may vary across jurisdictions. As such, OnlyFace may be required to comply with cross-border requests for User data or content removal under applicable international treaties, agreements, or legal

frameworks.

14.6.2. Users located in the European Union or other jurisdictions with stringent data protection laws will have their data requests handled in compliance with the GDPR, applicable EU directives, or similar local regulations.

14.7. User Responsibility to Comply with Investigations

14.7.1. Users are required to cooperate with OnlyFace, law enforcement, or regulatory authorities during investigations involving their accounts, Uploaded Content, or activities on the platform. This may include:

- (a) Providing accurate and timely information or documentation requested by OnlyFace;
- (b) Granting access to content or metadata relevant to the investigation; and
- (c) Ceasing any activities deemed unlawful or non-compliant by OnlyFace or authorities.

14.7.2. Failure to comply with investigation-related requests may result in the suspension or termination of your account and may expose you to legal liability.

14.8. Limitation of Liability for Cooperation with Authorities

14.8.1. OnlyFace disclaims liability for any harm, damages, or losses resulting from actions taken in compliance with valid legal requests, including but not limited to:

- (a) The disclosure of User data or content to authorized authorities;
- (b) The suspension or termination of User accounts; or
- (c) The removal or restriction of content deemed unlawful or non-compliant.

14.8.2. You agree to hold OnlyFace harmless for any actions taken to comply with legal requests or to cooperate with authorities, except as expressly required by applicable law.

14.9. Notice of Legal Changes

14.9.1. OnlyFace reserves the right to modify its cooperation practices in response to changes in applicable laws, regulations, or legal precedents. Updated practices will be reflected in these Terms or the Privacy Policy, and continued use of the Services constitutes your acceptance of such changes.

15. Miscellaneous

15.1. Governing Law

15.1.1. These Terms, the Privacy Policy, and any other legal documents or policies incorporated by reference are governed by and construed in accordance with the laws of the State of **Delaware**, without regard to its conflict of laws principles.

15.1.2. Any Dispute not subject to arbitration pursuant to Section 11 shall be resolved exclusively in the state or federal courts located in **San Francisco, California**, and you expressly consent to the jurisdiction of such courts.

15.2. Entire Agreement

15.2.1. These Terms, together with the Privacy Policy and any additional legal documents or policies incorporated herein by reference (18 U.S.C. 2257 Exemption, Privacy Policy, DMCA Policy, Cookie Policy), constitute the entire agreement between you and OnlyFace regarding the use of the Services.

15.2.2. These Terms supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral, regarding the subject matter addressed herein.

15.3. Amendments to Terms

15.3.1. OnlyFace reserves the right to amend, modify, or update these Terms at any time, in its sole discretion, to reflect changes in applicable laws, Services, or operational requirements.

15.3.2. Any material changes to these Terms will be communicated to Users via email or through a

notice on the platform at least thirty (30) days prior to the effective date of such changes.

15.3.3. Continued use of the Services after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not agree to the amended Terms, you must cease all use of the Services and terminate your account.

15.4. Severability

15.4.1. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed from the remainder of these Terms, and the remaining provisions shall remain in full force and effect.

15.5. No Waiver

15.5.1. OnlyFace's failure to enforce any provision of these Terms or to exercise any right provided herein shall not constitute a waiver of such provision or right. Any waiver must be in writing and signed by an authorized representative of OnlyFace to be effective.

15.6. Assignment

15.6.1. You may not assign, transfer, or delegate your rights or obligations under these Terms without the prior written consent of OnlyFace. Any attempted assignment or delegation in violation of this provision is null and void.

15.6.2. OnlyFace may assign or transfer its rights and obligations under these Terms without your consent in connection with a merger, acquisition, corporate restructuring, or sale of assets.

15.7. Relationship of the Parties

15.7.1. These Terms do not create any agency, partnership, joint venture, or employment relationship between you and OnlyFace. Neither party has the authority to bind or obligate the other in any manner.

15.8. Notices

15.8.1. All notices required or permitted under these Terms must be in writing and delivered via email or through the platform's designated communication channels.

15.8.2. Notices to OnlyFace must be sent to **info@onlyface.io**, unless otherwise specified in these Terms.

15.8.3. Notices to you will be sent to the email address associated with your account or through in-platform notifications. You are responsible for ensuring that your contact information is accurate and up to date.

15.9. Force Majeure

15.9.1. OnlyFace shall not be liable for any failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, cyberattacks, telecommunications failures, or other force majeure events.

15.10. Language of the Terms

15.10.1. These Terms are provided in English. If these Terms are translated into another language and there is a conflict between the English version and the translated version, the English version shall prevail to the fullest extent permitted by law.

15.11. Headings and Interpretation

15.11.1. The headings in these Terms are provided for convenience only and shall not affect the interpretation of any provision.

15.11.2. References to "including" or "e.g." shall be deemed to mean "including, without limitation," unless expressly stated otherwise.

15.12. Contact Information

15.12.1. If you have any questions, concerns, or comments regarding these Terms, the Privacy Policy, or your use of the Services, you may contact OnlyFace at **info@onlyface.io** or through the platform's designated support channels.