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1. Agreement to Terms

These Terms of Service constitute a legally binding agreement between you, whether acting individually or on behalf of an entity (hereinafter referred to as "User" or "you"), and OnlyFakes (hereinafter referred to as "Company," "OnlyFakes," "we," "us," or "our"). This agreement governs your access to and use of the Telegram chatbot located at @OnlyFakesBot, as well as any associated media forms, websites, channels,

applications, or Telegram chatbots that are related to, linked with, or otherwise connected to the aforementioned chatbot (collectively referred to as the "Site").

By accessing the Site, you acknowledge that you have read, understood, and agree to be bound by all the provisions set forth in these Terms of Service. You also agree to comply with any End User License Agreement (EULA), which is a separate document that governs the use of any software or digital products provided by OnlyFakes. You will be required to sign and accept the EULA before using such products.

If you do not agree with all the Terms of Service, including the EULA, you are expressly prohibited from utilizing the Site and must cease use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated by reference. OnlyFakes reserves the right to amend these Terms at its sole discretion at any time. Such modifications shall take effect immediately upon their posting on the Site. Your continued use of the Site and its Services following the posting of any changes constitutes your acceptance of the revised Terms. It is your responsibility to periodically review the applicable Terms to ensure your understanding of which Terms are in effect. By continuing to use the Site following the publication of revised Terms of Service, you will be deemed to have acknowledged and accepted the changes.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Those who choose to access the Site from locations outside Ontario, Canada, do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Individuals under the age of 18 are strictly prohibited from using or registering for the Site. If a user registers or provides false information, including age, OnlyFakes will not be held liable for any resulting consequences.

2. Description of Services

OnlyFakes is an artificial intelligence platform that provides advanced digital content transformation services, specializing in the manipulation and enhancement of faces in images and videos. The platform utilizes state-of-the-art AI technology to enable users to perform face-swapping, facial enhancement, and other visual modifications.

OnlyFakes offers these services for a variety of applications, including personal use, creative projects, and content production. Users may upload images or videos to the platform and leverage a suite of AI-powered tools to transform facial features, adjust expressions, and apply stylistic effects.

OnlyFakes ensures a secure and efficient user experience, with all data processed in compliance with privacy standards and stored in secure cloud infrastructure. The platform is designed to be scalable and customizable, accommodating both individual users and businesses seeking flexible, AI-driven solutions for their digital content needs.

3. User Representations and Warranties

By accessing and utilizing the Site, the User represents and warrants that all registration information provided is true, accurate, current, and complete. The User further affirms the commitment to maintain the accuracy of this information and to promptly update it as necessary. Additionally, the User confirms the legal capacity to enter into this agreement and agrees to comply with these Terms of Service.

The User acknowledges that they are not a minor in the jurisdiction in which they reside and agrees to refrain from accessing the Site through automated or non-human means, including but not limited to bots, scripts, or similar methods. The User also agrees not to use the Site for any illegal or unauthorized purposes, acknowledging that such use will not violate any applicable laws, regulations, or terms of service agreements. Adherence to these representations is essential for maintaining the integrity and security of the Site.

4. User Obligations

4.1. Permitted Use of the Site

By using the OnlyFakes platform, the User agrees to comply with all applicable laws and regulations related to their use of the Services. The User is granted a non-exclusive, non-transferable right to access and use the Site solely for its intended purposes as defined in these Terms of Service. Users are expected to use the platform responsibly and in a manner consistent with its intended purpose of transforming and enhancing digital content, including face-swapping, facial enhancement, and other AI-driven image modifications.

The User agrees to provide all necessary cooperation to OnlyFakes, including granting access to relevant content, images, or information required for the effective delivery of the Services. The User is responsible for ensuring that any content uploaded or used on the platform complies with these Terms of Service and does not infringe on any third-party rights.

The User must possess the necessary rights or licenses to upload or modify the content, and they shall ensure the accuracy and legality of the content they provide.

4.2. Prohibited Content & Usage

As a User of the Site, the User agrees not to engage in the following actions:

Infringe on Intellectual Property: Upload or use content that infringes on the intellectual property rights of any third party, including copyrights, trademarks, or patents. The User must have the necessary rights or permissions to modify or request the takedown of any content on the platform;

Use for Unauthorized Purposes: Access or use the Site for any purpose other than those expressly permitted by OnlyFakes. The platform may not be used for any commercial endeavors, unless specifically approved or endorsed by OnlyFakes. The User shall not use the Site for activities that are illegal, fraudulent, or harmful to the platform or other users;

Create or Distribute Harmful Content: Upload or use content that is obscene, defamatory, abusive, harmful, harassing, threatening, or otherwise offensive or unlawful. This includes, but is not limited to, content involving adult material, violence, gore, or hate speech;

Reverse Engineering & Data Extraction: Attempt to reverse engineer, decompile, disassemble, or extract the source code or underlying components of the platform, except as permitted by applicable law. The User may not use any automated methods such as scraping, data harvesting, or bots to extract data from the Site without explicit written consent from OnlyFakes;

Impersonation or Misrepresentation: Impersonate any individual, entity, or organization, or misrepresent your affiliation with any person or organization. The User shall not submit false, misleading, or deceptive information while using the platform;

Disrupt Platform Functionality: Interfere with or disrupt the proper functioning of the Site, including accessing the platform through unauthorized means or attempting to bypass security measures designed to protect the platform;

Create or Share Unlawful, Harmful, or Inappropriate Content: Upload, create, or share NSFW (Not Safe for Work) content, including but not limited to nudity, pornography, or sexually explicit material. Post, distribute, or create violent, abusive, hateful, or discriminatory content, including content that promotes violence, harassment, racism, or hate speech. Share content that violates privacy, impersonates others, or promotes any illegal activities or substances;

Engage in Unauthorized or Harmful Actions: Systematically retrieve data or content from the Site to create a collection, database, or directory without prior written consent from OnlyFakes. Submit frequent, inaccurate, or false takedown requests. Use the platform to resell services or transfer accounts to other Users without explicit permission. Attempt to trick, defraud, or mislead OnlyFakes or other Users, particularly to obtain sensitive account information, such as passwords or personal details. Circumvent, disable, or interfere with any security features on the platform, including those that prevent the use or copying of content;

Disrupt or Abuse the Platform's Operations: Use the Site to post, upload, or transmit viruses, malware, Trojan horses, or other harmful materials, including excessive use of capital letters, spamming, or attempts to overload the system. Engage in any automated use of the system, including the use of scripts, bots, or similar tools to interact with the Site. Delete or alter any copyright or proprietary rights notices on the platform's content. Engage in any activity that interferes with the access of other Users, hosts, or networks, including flooding, mail-bombing, or denial of service attacks;

Impersonate and Misrepresent: Impersonate any individual, entity, or organization, or misrepresent your affiliation with any person or entity. Attempt to access another User's account or otherwise obtain login information by any unauthorized means.

Infringe on Privacy or Security: Upload, transmit, or attempt to upload any material that acts as a passive or active information collection or transmission mechanism, such as clear graphics interchange formats (GIFs), cookies, web bugs, or similar devices. Collect, harvest, or gather personally identifiable information of other Users through automated means, such as bots or scrapers.

Compete with or Damage the Platform: Use the Site or its content to compete with OnlyFakes, or to engage in revenue-generating endeavors or any commercial enterprise not expressly authorized by OnlyFakes. Advertise, promote, or sell any goods or services through the Site without permission from OnlyFakes. Frame or link to the Site in any unauthorized manner.

4.3. Enforcement and Consequences of Violation

Failure to comply with the above obligations may result in immediate suspension or termination of the User's access to the platform. OnlyFakes reserves the right to take further legal action, including pursuing remedies available under applicable law, in cases where violations are detected. Users are responsible for ensuring their activities on the platform comply with all relevant laws and regulations.

5. Use of Services

By subscribing to the services provided by **OnlyFakes**, you acknowledge and agree to comply with the terms and conditions outlined herein. **OnlyFakes** offers three subscription plans, each providing a set number of credits per month that can be used to access the platform's AI-driven face-swapping and content enhancement services.

Starter Plan – \$37 USD per month, providing **50,000 credits** per month.

Pro Plan – \$147 USD per month, providing **250,000 credits** per month.

Agency Plan – \$447 USD per month, providing **1,000,000 credits** per month.

5.1. **Credits Allocation and Expiration**

Credits are allocated to your account on a monthly basis, with each credit cycle commencing on the date your payment is successfully processed. The cycle will continue for a duration of 30 days, resetting on the same date in the subsequent month. For example, if your payment is processed on the 10th of a given month, your credit cycle will conclude on the 10th of the following month, and your credits will reset on that date.

Any unused credits at the end of a given credit cycle WILL NOT carry over to the next cycle and WILL NOT remain available for use throughout the following period. Credits not utilized by the end of the credit cycle will expire and WILL NOT be refunded or carried over beyond the subsequent monthly period.

5.2. **Use of Credits**

Credits can be used to access the services provided by OnlyFakes, including, but not limited to, face-swapping, facial enhancement, and other AI-driven image modification services. Each service has a specific credit cost associated with it, and the total cost will be deducted from your available credits.

OnlyFakes reserves the right to modify the pricing structure of its services or adjust the allocation of credits for each service at its sole discretion. The client will be notified of any substantial changes to the pricing or credit allocation. Continued use of the services following such notifications constitutes the client's acceptance of these adjustments.

5.3. **Credits Management and Subscription Modifications**

It is the client's responsibility to manage the credits allocated to their account. Unused credits will not carry over beyond the current monthly cycle and will expire at the end of the cycle. Should the client wish to upgrade, downgrade, or modify their subscription, such changes may be made through the account settings, subject to the terms and conditions applicable to the relevant plan.

6. **Payment, Fees, Cancellation, and Refund**

By subscribing to any of the plans offered by OnlyFakes, the User agrees to pay the applicable subscription fees as outlined in these Terms of Service. The available subscription plans are as follows: the **Starter Plan**, priced at \$37 USD per month; the

Pro Plan, priced at \$147 USD per month; and the **Agency Plan**, priced at \$447 USD per month. All payments are processed securely through **Paddle**, a payment processor for digital products.

The subscription fees are recurring and will be charged on a monthly basis starting from the date of the initial payment. Payments will continue automatically each month unless the User cancels their subscription in accordance with the cancellation terms below. By subscribing, the User acknowledges that they are agreeing to pay the applicable fees for their selected plan, and that these fees will be charged automatically at the start of each billing cycle.

Users may cancel their subscription at any time by contacting **OnlyFakes** directly. If the User cancels their subscription, the cancellation will take effect at the end of the current billing cycle. After cancellation, no further charges will be applied, and the User will not be entitled to any refund for partial months.

Refunds are not automatically issued for any payments made to OnlyFakes. If the User believes they are entitled to a refund, they must submit a refund request to **OnlyFakes Support** within 14 days of the payment date. Refund requests will be reviewed on a case-by-case basis.

OnlyFakes reserves the right to modify the fees, subscription plans, or the availability of services at any time. Any changes to the fees or plans will be communicated to the User via email or through the platform. Such changes will apply to future billing cycles but will not affect charges for the current billing period.

By subscribing to any of the available plans, the User acknowledges and agrees to abide by the payment terms, cancellation policies, and refund procedures described in these Terms of Service.

7. Utilization of the Only Fakes Telegram Bot

To access the services offered by OnlyFakes, users are encouraged to engage with our official Telegram bot, available under the username **@OnlyFakesBot**. Upon initiating contact with the bot, users should begin their interaction by selecting the "Start" button. This action will trigger a welcome message that provides an overview of the anti-piracy services available through OnlyFakes.

Users may then proceed to issue the necessary commands to access and utilize the various features and services provided. Detailed instructions and functionalities for

interacting with the bot will be available on the Site, ensuring that users are equipped to make full use of the platform's capabilities.

By utilizing the OnlyFakes Telegram bot, users expressly agree to abide by the terms and conditions set forth in our Terms of Service and Privacy Policy. We strongly advise users to review these documents thoroughly to ensure a clear understanding of their rights and obligations while interacting with the platform and its services.

8. User Conduct and Enforcement Policy

OnlyFakes, at its sole discretion, reserves the right to block, suspend, or take other appropriate actions against any User if it determines that the User is utilizing the Site for purposes other than those for which it was specifically intended, or if the User engages in any of the prohibited activities outlined in these Terms of Service. Such actions may include, but are not limited to, the suspension of access to the Site or the termination of the User's account. The decisions made by OnlyFakes in this regard shall be final and binding, reflecting its commitment to maintaining the integrity of the Site and ensuring its proper use.

OnlyFakes reserves the right, though not the obligation, to monitor the Site and any interactions with the OnlyFakes Telegram Bot for compliance with these Terms of Service. In cases where violations of the Terms of Service or applicable laws are detected, OnlyFakes may take appropriate legal action, which may include reporting violations to law enforcement authorities.

At its sole discretion, OnlyFakes may refuse or restrict access to, limit the availability of, or disable any User's Contributions or any portion thereof. OnlyFakes may also, at its sole discretion and without prior notice or liability, remove or disable any content that is excessive in size, burdensome to the operational integrity of the Site, or otherwise disruptive to the functioning of the Site's systems.

These Terms of Service shall remain in full force and effect for the duration of the User's use of the Site. Without limiting any other provisions within these Terms of Service, OnlyFakes reserves the right, in its sole discretion and without prior notice, to deny access to the Site (including the ability to block certain Telegram usernames) to any individual for any reason, or for no reason at all. This includes, but is not limited to, instances where a User breaches any representation, warranty, or covenant contained within these Terms of Service, or violates any applicable laws or regulations.

OnlyFakes may terminate the User's access to or participation in the Site, or delete the User's account and any content or information posted by the User, at any time, without warning, and at its sole discretion. In the event of termination or suspension of a User's account, the User is expressly prohibited from registering or creating a new account under their own name, a fictitious name, or the name of any third party, even if acting on behalf of such third party.

In addition to suspension or termination, OnlyFakes reserves the right to pursue appropriate legal action, including, but not limited to, civil, criminal, and injunctive relief. OnlyFakes further reserves the right to remove the User's data and information from its services and related records upon termination of access to the services.

If a User's access to the services is suspended or terminated due to a material breach of these Terms of Service, the User acknowledges that all fees paid to OnlyFakes are non-refundable, and any outstanding fees (such as remaining installments) will become immediately due and payable.

9. User Contribution

OnlyFakes and the User agree that OnlyFakes may access, store, process, and utilize any information and personal data provided by the User in accordance with the terms outlined in the Privacy Policy and the User's choices, including any relevant settings.

By submitting suggestions, feedback, or other contributions regarding the Site, the User grants OnlyFakes the right to use and share such feedback for any purpose, without any obligation for compensation to the User.

OnlyFakes does not assert any ownership over the User's Contributions. The User retains full ownership of all Contributions and any associated intellectual property rights or other proprietary rights. OnlyFakes shall not be held liable for any statements or representations made in the User's Contributions within any area of the Site. The User assumes sole responsibility for their Contributions and expressly agrees to indemnify and hold harmless OnlyFakes from any and all liabilities, as well as to refrain from initiating any legal action against OnlyFakes in relation to the User's Contributions.

10. User Submission Policy

The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (collectively referred to as "Submissions") provided by the User to OnlyFakes shall be considered non-confidential and shall become the sole property of OnlyFakes. OnlyFakes shall possess exclusive rights to such Submissions, including all associated intellectual property rights, and shall be entitled to utilize and disseminate these Submissions for any lawful purpose, whether commercial or otherwise, without the need for acknowledgment or compensation to the User.

The User hereby waives all moral rights in relation to any Submissions. The User warrants that all Submissions are original and that the User possesses the necessary rights to submit such content. The User agrees that there shall be no recourse against OnlyFakes for any alleged or actual infringement or misappropriation of any proprietary rights related to the User's Submissions.

11. Site Modifications and Service Disruptions

OnlyFakes reserves the right to change, modify, or remove any content from the Site at any time, or for any reason, at its sole discretion and without prior notice. However, OnlyFakes is under no obligation to update any information presented on the Site. Additionally, OnlyFakes retains the right to modify or discontinue all or any portion of the Site without notice at any time. OnlyFakes shall not be liable to the User or any third party for any modifications, price changes, suspensions, or discontinuances of the Site.

OnlyFakes cannot guarantee that the Site will be available at all times. Various factors, including hardware failures, software issues, or maintenance requirements, may result in interruptions, delays, or errors in service. OnlyFakes reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time and for any reason without prior notice to the User. The User agrees that OnlyFakes shall have no liability whatsoever for any loss, damage, or inconvenience arising from the User's inability to access or utilize the Site during any periods of downtime or discontinuation. Furthermore, nothing in these Terms of Service shall be construed as an obligation for OnlyFakes to maintain or support the Site, nor to provide any corrections, updates, or releases in relation to it.

12. Corrections and Updates

The Site may contain information that includes typographical errors, inaccuracies, or omissions, encompassing descriptions, pricing, availability, and various other details. OnlyFakes reserves the right to correct any such errors, inaccuracies, or omissions at its sole discretion. OnlyFakes may change or update any information on the Site at any time, without prior notice to the User. This includes, but is not limited to, adjustments to product descriptions, pricing, and availability, in order to ensure the accuracy and reliability of the information presented on the Site.

13. Intellectual Property Rights

OnlyFakes retains exclusive ownership of all intellectual property rights associated with the Site, encompassing its software, website, and all related content. This includes, but is not limited to, trademarks, trade names, logos, design elements, and all proprietary materials. Users acknowledge that OnlyFakes holds the rights to any and all intellectual property created or provided by OnlyFakes in connection with its services.

Users understand and acknowledge that OnlyFakes, along with its affiliates and licensors, owns all right, title, and interest in and to the Site and all related applications, as well as all proprietary rights associated therewith. OnlyFakes reserves all rights not specifically granted herein. Users are expressly prohibited from modifying any copyright notices, proprietary legends, trademark and service mark attributions, patent markings, or other indicia of ownership on materials accessed through the Site, except for content created by the Users themselves.

Users maintain ownership of any content they create and upload to the Site. By submitting content to the Site, Users grant OnlyFakes a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, publish, distribute, and display such content. This license is intended solely for the purposes of operating, promoting, and enhancing the OnlyFakes platform and its services.

The use of OnlyFakes' services and Site does not confer any ownership rights in the intellectual property of OnlyFakes to the Users. Instead, Users are granted a limited, non-exclusive, non-transferable license to access and use the Site and its services in accordance with these Terms of Service. This license does not extend to copying, reproducing, distributing, or creating derivative works from OnlyFakes' intellectual property without explicit authorization.

Users are strictly prohibited from using, copying, modifying, or distributing any intellectual property belonging to OnlyFakes for purposes not explicitly authorized by these Terms of Service. This restriction includes the unauthorized use of OnlyFakes' trademarks, logos, and proprietary software.

In instances where the Site includes content from third parties, such content is protected by copyright, trademark, and other intellectual property rights. OnlyFakes does not warrant or endorse third-party content, and Users should refer to the respective third party's terms and policies for further information.

Users are expected to notify OnlyFakes promptly if they become aware of any infringement or potential infringement of OnlyFakes' intellectual property. OnlyFakes reserves the right to enforce its intellectual property rights through necessary actions, including the removal of infringing content and legal proceedings.

Upon termination or expiration of a User's access to the OnlyFakes platform, all associated intellectual property rights and usage privileges will cease. Users must cease all use of OnlyFakes' intellectual property and return or destroy any proprietary materials upon request from OnlyFakes.

Users agree to comply with all applicable intellectual property laws and regulations while using the OnlyFakes platform. Unauthorized use or infringement of intellectual property rights may result in legal action and penalties.

The ownership and usage rights of intellectual property under these Terms of Service shall be governed by the laws of the relevant jurisdiction. Any disputes related to intellectual property will be subject to the exclusive jurisdiction of the courts in that jurisdiction.

14. General Disclaimer

The information provided by OnlyFakes on the Site is intended exclusively for general informational purposes. While all information presented on the Site is offered in good faith, OnlyFakes makes no representations or warranties of any kind, whether express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information available on the Site. No advice or information obtained from OnlyFakes or through the Services shall create any warranty or representation that is not explicitly stated in this paragraph.

Under no circumstances shall OnlyFakes be liable to the User for any loss or damage of any nature incurred as a result of the use of the Site or reliance on any information

provided therein. The User's engagement with the Site and reliance on any information contained within is solely at the User's own risk. OnlyFakes assumes no responsibility for any content posted, transmitted, or received through the Services by the User, any other member, or third party. Any material downloaded or otherwise obtained through the use of the Services is accessed at the User's own discretion and risk.

The Site may contain links to other websites or content belonging to or originating from third parties, or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by OnlyFakes. OnlyFakes does not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information provided by third-party websites linked through the Site, or any website or feature linked in any banner or other advertising. OnlyFakes shall not be a party to or in any way responsible for monitoring any transactions between the User and third-party providers of products or services.

The Site cannot and does not provide legal advice. Any legal information presented is intended solely for general informational and educational purposes and is not a substitute for professional advice. Accordingly, before taking any actions based on such information, OnlyFakes encourages the User to consult with appropriate professionals. OnlyFakes does not provide any form of legal advice. The use or reliance on any information contained on the Site is solely at the User's own risk.

The Site cannot and does not provide medical or health advice. Any medical or health information presented is for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, the User is encouraged to consult with appropriate professionals before taking any actions based on such information. OnlyFakes does not provide any form of medical or health advice. The use or reliance on any information contained on the Site is solely at the User's own risk.

The Site may contain testimonials from users of OnlyFakes' products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users and may not necessarily be representative of all users of OnlyFakes' products and/or services. OnlyFakes does not claim, nor should the User assume, that all users will have the same experiences; individual results may vary.

The testimonials on the Site are submitted in various formats, including text, audio, and video, and are reviewed by OnlyFakes prior to being posted. They appear on the Site verbatim as provided by the users, with corrections made solely for grammar or typographical errors. Some testimonials may have been shortened for brevity, where the

full testimonial contained extraneous information not deemed relevant to the general public.

The views and opinions expressed in the testimonials belong solely to the individual users and do not reflect the views and opinions of OnlyFakes. The testimonials on the Site are not intended, nor should they be construed, as claims that OnlyFakes' products and/or services can be used to diagnose, treat, mitigate, cure, prevent, or otherwise be utilized for any disease or medical condition. No testimonials have undergone clinical evaluation or validation.

15. Limitations of Liability

In no event shall OnlyFakes, its affiliates, directors, employees, or agents be held liable to the User or any third party for any direct, indirect, incidental, consequential, exemplary, special, or punitive damages. This includes, but is not limited to, lost profits, lost revenue, loss of data, or any other damages arising from the User's use of the Site, regardless of the cause of action. Even if OnlyFakes has been advised of the possibility of such damages, its liability shall remain strictly limited.

OnlyFakes provides its services on an "as is" and "as available" basis, without any warranties or representations of any kind, whether express or implied. To the fullest extent permitted by applicable law, OnlyFakes disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OnlyFakes makes no guarantee that the Site or services will be uninterrupted, secure, or error-free, nor does it guarantee that any defects or inaccuracies will be corrected.

Subject to the license granted herein and in accordance with these Terms of Service, you shall retain ownership of all assets ("Assets") that you create using the Services. Notwithstanding the foregoing, due to the inherent nature of machine learning, it is possible that the Assets you create may not be unique to you, as the platform may generate identical or similar outputs for other users of OnlyFakes or for third parties. Furthermore, other users may input similar Prompts and Uploads, which may result in the creation of the same or substantially similar Assets. Assets generated for or at the request of other users shall not be considered your exclusive property.

OnlyFakes reserves the right to utilize any Prompts and Uploads submitted to the platform, as well as any Assets produced by OnlyFakes, for the purposes of developing, enhancing, and refining its products, services, and technologies. Additionally, OnlyFakes may use the Assets produced through the Services for marketing,

promotional, and other business purposes, provided that the Prompts and Uploads will not be used for such purposes, except as expressly stated in this clause.

Users acknowledge that their use of the Site and services is at their own risk. OnlyFakes does not warrant the accuracy, completeness, or reliability of any information provided through the Site. Any reliance on such information is undertaken at the User's own discretion.

OnlyFakes' total liability for any claim arising out of or related to the use of the Site or services shall be limited to the amount paid, if any, by the User to OnlyFakes during the three-month period preceding the occurrence of the cause of action. This limitation applies regardless of the form of the action, whether in contract, tort (including negligence), or otherwise.

OnlyFakes shall not be liable for any damages or losses resulting from the actions of third parties, including but not limited to other Users or unauthorized access to User Telegram or other accounts. This limitation extends to damages caused by third-party actions or circumstances beyond the control of OnlyFakes.

The disclaimers and limitations of liability set forth herein shall apply to the maximum extent permitted by law. Any invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.

Users agree to indemnify, defend, and hold harmless OnlyFakes, its affiliates, directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with their use of the Site, violation of these Terms of Service, or infringement of any intellectual property or other rights of any third party.

This section and the disclaimers contained herein shall survive any termination or expiration of the User's access to OnlyFakes' services.

The provisions of this section shall be governed by the laws of Canada, and any disputes arising under or related to this section shall be subject to the exclusive jurisdiction of the courts located in the relevant Canadian jurisdiction.

To the fullest extent permitted by applicable law, under no circumstances shall OnlyFakes, its affiliates, or its licensors be liable to any individual or entity for any damages resulting from the use or misuse of, or reliance on, the Site. This limitation applies regardless of whether such claims arise from warranty, contract, tort (including negligence), or any other legal theory, even if OnlyFakes has been advised of the possibility of such damages.

16. Indemnification

The User agrees to defend, indemnify, and hold harmless OnlyFakes, including its subsidiaries, affiliates, and all respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: the User's use of the Site; any breach of these Terms of Service by the User; any breach of the User's representations and warranties as set forth in these Terms of Service; the User's violation of the rights of any third party, including, but not limited to, intellectual property rights; or any overt harmful act committed by the User toward any other user of the Site with whom the User has connected via the Site.

Notwithstanding the foregoing, OnlyFakes reserves the right, at the User's expense, to assume the exclusive defense and control of any matter for which the User is required to indemnify OnlyFakes. The User agrees to cooperate, at their own expense, with OnlyFakes' defense of such claims. OnlyFakes will make reasonable efforts to notify the User of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

To the fullest extent permitted by applicable law, the User shall indemnify, defend, and hold harmless OnlyFakes and its officers, directors, agents, partners, and employees (collectively referred to as the "OnlyFakes Parties") from and against any losses, liabilities, claims, demands, damages, expenses, or costs (hereinafter referred to as "Claims") arising out of or related to the User's violation, misappropriation, or infringement of any rights of another party (including intellectual property rights or privacy rights) or the User's violation of any applicable laws.

The User agrees to promptly notify the OnlyFakes Parties of any third-party Claims, cooperate with the OnlyFakes Parties in defending such Claims, and pay all fees, costs, and expenses associated with the defense of such Claims (including attorneys' fees). The User agrees that the OnlyFakes Parties shall have the sole control over the defense or settlement of any third-party Claims, at OnlyFakes' discretion.

17. User Data

OnlyFakes will maintain certain data transmitted by the User to the Site for the purpose of managing the performance and functionality of the Site, as well as data pertaining to the User's utilization of the Site. While OnlyFakes conducts regular routine backups of

data, the User acknowledges and agrees that they are solely responsible for all data transmitted and for any activity undertaken while using the Site.

The User further agrees that OnlyFakes shall bear no liability for any loss or corruption of such data. By using the Site, the User hereby waives any right of action against OnlyFakes arising from any loss or corruption of data. This waiver extends to any claims that may arise due to the User's reliance on the integrity, availability, or performance of the data maintained by OnlyFakes.

18. Electronic Communications and Signatures

The User acknowledges that visiting the Site, sending messages to OnlyFakes, and completing any type of online forms constitute electronic communications. By engaging in these activities, the User consents to receive electronic communications and agrees that all agreements, notices, disclosures, and other communications provided by OnlyFakes to the User electronically—whether via Telegram (on the Site) or via the email—satisfy any legal requirement that such communications be in writing.

The User hereby agrees to the use of electronic signatures, contracts, orders, and other records, as well as to the electronic delivery of notices, policies, and records related to transactions initiated or completed by OnlyFakes or via the Site. The User further waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that mandate an original signature or the delivery or retention of non-electronic records, as well as any obligations regarding payments or the granting of credits by means other than electronic methods. This consent and waiver extend to all communications and transactions conducted through the Site.

19. Force Majeure

Force Majeure shall be understood to encompass events or conditions that occur beyond the reasonable control of OnlyFakes. Such events may include, but are not limited to, natural disasters—such as fires, floods, earthquakes, storms, and other calamities—export or import restrictions, embargoes, acts of terrorism, wars, civil conflicts, maritime losses, legal disputes relating to business law (including strikes, lockouts, and other forms of industrial action), pandemics, and interruptions or complete disruptions of public services.

In the event that OnlyFakes is unable to fulfill its obligations under this Agreement in a timely manner or in full due to a Force Majeure event, such inability shall not be deemed a breach of this Agreement. The time frame for the fulfillment of such obligations shall be extended accordingly, in recognition of the circumstances. OnlyFakes shall bear no liability to the User or any third party for any delays or failures to perform that arise as a direct result of Force Majeure conditions.

OnlyFakes commits to promptly notify the User of any occurrence of Force Majeure and will provide relevant details regarding the nature and anticipated duration of such conditions. In summary, any obligations affected by Force Majeure shall be excused for the duration of the event, and all rights and responsibilities of the parties that arose prior to the Force Majeure event shall remain in full force and effect.

20. Personal Data Processing, Collection, Storage, Usage, Security and Safety

In the event of any transfer of personal data between the parties in connection with this Agreement, both parties shall be responsible for ensuring the protection of such personal data in accordance with applicable Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA), enacted on April 13, 2000, and in effect as of January 1, 2001, and, where applicable, the General Data Protection Regulation (GDPR), enacted by the European Parliament on April 14, 2016, and effective as of May 25, 2018.

The parties hereby acknowledge, declare, and undertake that any personal data disclosed pursuant to the execution of this Agreement has been obtained in full compliance with these regulations. This obligation encompasses, but is not limited to, the collection, organization, modification, storage, recording, transfer to third parties, cross-border transfer, deletion, destruction, and anonymization of such personal data. The parties commit to adhering to all relevant legal frameworks and shall not disclose personal data obtained under this Agreement to any third parties, except as expressly permitted herein or as delineated in the Personal Data Protection Policies of the parties.

In instances where either party receives a request or application pertaining to the personal data disclosed by the other party, the receiving party shall be obligated to inform the disclosing party within a period of twenty-four hours.

In the case of disclosing any special categories of personal data that require explicit consent from individuals, the disclosing party agrees, declares, and undertakes to ensure that such explicit consent has been obtained in accordance with applicable

legislation and that all disclosure obligations regarding the personal data have been fulfilled.

The parties shall implement all necessary technical and administrative measures and conduct appropriate audits to guarantee an adequate level of security aimed at preventing unlawful processing of personal data, unauthorized access to such data, and ensuring the proper retention of personal data.

The parties further agree and undertake to process personal data solely to the extent necessary for the performance of the services specified in this Agreement. They shall designate appropriate authorizations for employees to access and process such data in compliance with applicable laws, restricting access to only what is necessary for the execution of services. Additionally, the parties shall ensure that employees are prohibited from disclosing any acquired information, passwords, or access methods to unauthorized individuals and shall inform their employees of the obligations imposed by relevant privacy legislation.

The parties agree, declare, and undertake that they will adhere to all relevant legislation throughout the duration of this Agreement and for an indefinite period thereafter, even following the termination of this Agreement for any reason. In the event of non-compliance with the instructions provided, the non-compliant party shall inform the other party of the reasons for such failure.

Should either party fail to comply with the obligations outlined in this Agreement, the other party reserves the right to terminate the Agreement.

OnlyFakes shall not be obligated to delete any data during the retention period defined by applicable law. Following the conclusion of that retention period, OnlyFakes is only required to delete data that does not constitute personal data of the User.

OnlyFakes provides detailed information regarding its practices and policies concerning the collection, storage, usage, and security of personal data in our Privacy Policy. This Privacy Policy is an integral component of these Terms of Service and offers comprehensive guidance on how OnlyFakes collects, utilizes, stores, and safeguards users' personal data. Users are strongly encouraged to review the Privacy Policy thoroughly to gain a complete understanding of their rights and our obligations pertaining to personal data and privacy.

21. Miscellaneous

These Terms of Service, along with any policies or operating rules posted by OnlyFakes on the Site, constitute the entire agreement and understanding between the User and

OnlyFakes. The failure of OnlyFakes to exercise or enforce any right or provision of these Terms of Service shall not be construed as a waiver of such right or provision. These Terms of Service shall operate to the fullest extent permissible by law. OnlyFakes reserves the right to assign any or all of its rights and obligations to others at any time without prior notice.

OnlyFakes shall not be held responsible or liable for any loss, damage, delay, or failure to act caused by circumstances beyond its reasonable control. In the event that any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision or part thereof shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. No joint venture, partnership, employment, or agency relationship is created between the User and OnlyFakes as a result of these Terms of Service or the User's use of the Site. The User acknowledges that these Terms of Service shall not be construed against OnlyFakes by virtue of having drafted them and hereby waives any and all defenses based on the electronic form of these Terms of Service, including the absence of signatures by the parties hereto.

OnlyFakes reserves the right to modify, amend, or change these Terms of Service at any time. Notice of any material changes will be posted on this page along with an updated effective date. In certain circumstances, OnlyFakes may notify the User of changes via email or other means; however, the User is responsible for regularly checking this page for any updates. Continued access to or use of the Site constitutes the User's ongoing consent to any changes, and as a result, the User will be legally bound by the updated Terms of Service. If the User does not accept any changes, they must immediately cease accessing or using the Services.

OnlyFakes reserves the right, at its sole discretion, to refuse service to any User or user without providing any reason. Furthermore, OnlyFakes will take immediate action when it detects that a User has made an inaccurate complaint.

OnlyFakes cannot guarantee that search results from Google, complaints filed with Google, or any other site will function consistently on a daily basis. Site may be temporarily unavailable, may be closed, or search systems may change without notice. OnlyFakes shall not be liable for any such situations.

22. Governing Law and Dispute Resolution

These Terms of Service and any disputes arising out of or related to these Terms or the use of the OnlyFakes platform shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of law principles.

Any disputes, claims, or controversies arising out of or related to these Terms of Service, including their formation, interpretation, enforcement, or termination, or any use of the OnlyFakes platform, shall be resolved exclusively through the courts located in Toronto, Ontario. By using the OnlyFakes platform, Users consent to the exclusive jurisdiction of these courts and agree that any legal action or proceeding related to these Terms or the platform shall be brought solely in Toronto, Ontario.

In the event of a dispute, the parties shall first attempt to resolve the matter amicably through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, the parties agree to participate in mediation before initiating any legal action. Mediation shall be conducted in accordance with the rules and procedures of a mutually agreed-upon mediation service or provider.

If mediation fails to resolve the dispute, either party may then proceed with legal action in the courts of Toronto, Ontario, as provided above. Each party shall bear its own costs and expenses incurred in connection with the mediation and legal proceedings, except as otherwise provided by applicable law or agreed upon in writing by the parties.

The parties agree that any claim or cause of action arising out of or related to the use of the OnlyFakes platform or these Terms of Service must be filed within one (1) year after the claim or cause of action arises or be barred. This time limitation shall apply regardless of any conflicting statutes of limitations or other legal provisions.

23. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void, or otherwise unenforceable for any reason, such provision shall be interpreted, limited, or eliminated to the minimum extent necessary to render it enforceable, while preserving the intent of the parties. The invalidity or unenforceability of any specific provision shall not impact the validity or enforceability of any other provisions contained herein. All remaining provisions shall continue in full force and effect as if the invalidated provision had never been a part of these Terms. Each provision of these Terms of Service is deemed separate and distinct, and the parties agree that the invalidity of one provision shall not affect the validity of the others, ensuring the continued application and enforcement of the remaining terms.

24. Contacting OnlyFakes and Support

Users must contact the OnlyFakes support team directly via Telegram located at @OnlyFakesDev. This will direct users to our dedicated support representative, who is equipped to assist with inquiries and provide guidance on the refund process.

The support team is committed to providing timely and effective assistance, aiming to respond to all inquiries within 24 hours on business days.

Should the initial response from the support team not fully address the user's concerns or be deemed unsatisfactory, users have the option to request an escalation of their issue. This can be accomplished by requesting that the matter be referred to a supervisor or manager. Escalated issues are treated with the highest priority, ensuring a thorough review and response.

OnlyFakes highly values user feedback and encourages the submission of suggestions for platform improvement. While it may not be feasible to implement every suggestion, all user feedback is carefully reviewed and considered to inform future updates and enhancements. This commitment to continuous improvement reflects OnlyFakes' dedication to providing the best possible experience for its users.

25. Definitions

"Applicable Law" means the laws and regulations applicable to the use of the Site and services, including but not limited to the laws of the Province of Ontario, Canada, and other relevant jurisdictions.

"Content" encompasses all forms of text, images, graphics, videos, software, and other materials that are uploaded, posted, or transmitted. This includes, but is not limited to, user profiles, multimedia content, and any data. All Content is subject to the provisions outlined in these Terms, ensuring compliance with the standards and policies established by OnlyFakes.

"Data Protection Laws" refers to any applicable laws and regulations concerning the collection, use, storage, and protection of personal data, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA) in Canada.

"Order" refers to the formal request made by the User for the services provided by OnlyFakes, as specified in the relevant documentation. This may include, but is not limited to, the User's selections regarding service tiers, specific content to be created or

changed, and any associated terms, conditions, and pricing. The Order serves as the basis for the contractual relationship between the User and OnlyFakes, detailing the scope of services to be rendered.

“Refund” refers to the reimbursement of fees paid by Users for services rendered under the Subscription Plans. The conditions and procedures for obtaining a refund are outlined in the Payment Terms section of these Terms of Service.

“Service” encompasses all features, functionalities, and tools provided by OnlyFakes through the Site, including but not limited to digital copyright protection, scanning capabilities, and communication tools.

“Subscription Plans” refer to the various tiers of paid services offered by OnlyFakes, including but not limited to the Free Plan, Pro Plan, and Priority Plan, each with distinct features, benefits, and pricing structures.

“Terms” collectively refers to the provisions and conditions set forth in this document, including any related policies, guidelines, and amendments, governing the use and access of the Site and services provided by OnlyFakes.

“Terms of Service” or “TOS” refers to this document and any supplementary agreements or policies, collectively outlining the terms and conditions governing the use of the OnlyFakes Site and services.

“Third-Party Websites” refers to external websites operated by entities other than OnlyFakes that may be linked to or from the Site. OnlyFakes disclaims any responsibility or liability for the content or practices of such third-party sites.

“User” refers to any individual or entity who accesses, browses, or uses the Site or its services, as well as any other person authorized by OnlyFakes to receive the Services without requiring a subscription.

“Confidential Information” refers to information that is proprietary or confidential in nature, including business, know-how, User information, technical data, methods, and any forms of communication between Users and employees of OnlyFakes.

“Contract” is the agreement between OnlyFakes and the User for the provision of Services in accordance with the Order and these Terms and Conditions.

“Effective Date” is the date on which the Contract becomes effective.

“Fees” refer to the charges payable by the User to OnlyFakes for the Services, as detailed in this Agreement. These Fees encompass all applicable costs associated with

the use of the Services, which may include subscription charges, processing fees, and any additional expenses incurred during the provision of the Services.

“Services” refers to the comprehensive suite of anti-piracy services and self-service dashboard functionalities provided by OnlyFakes to the User under the Terms and this Agreement. These Services are designed to facilitate the detection, reporting, and removal of digital content that infringes on copyright or includes unauthorized links. The Services may be modified, expanded, or refined over time to enhance their effectiveness and to adapt to evolving industry standards and user needs. Such changes may include the introduction of new features, the adjustment of existing functionalities, or the implementation of updated protocols for better user experience and security.