

# TERMS OF USE

**BY USING OUR WEBSITE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY**

1. **Introduction:** These Terms of Use govern your use of gethotbabes and your agreement with us. Here are a few key things to note:
  1. **We can modify these Terms of Service at any time.**
  2. **If you purchase a Subscription, it will automatically renew for additional periods of the same duration unless you cancel it.**
  3. **If a dispute arises between you and us, you agree to notify us and agree to mediation before bringing any claim against us.**
2. **Interpretation:** In the Terms of Service:
  1. We refer to our website as "**gethotbabes**", including when accessed via the URL [www.gethotbabes.com](http://www.gethotbabes.com);
  2. References to "**we**", "**our**", "**us**" are references to Fenix International Limited, the operator of gethotbabes;
  3. "**service provider**": a User who uses gethotbabes for commercial reasons, whether acting on their own behalf or through someone else, including Referring Users;
  4. "**Consumer**": all Users who are not service providers;
  5. "**Content**": any material Uploaded to gethotbabes by any User, including any photos, videos, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
  6. "**Contract between consumer and service provider**": the terms which govern each service provider Interaction;
  7. "**service provider**": a User who has set up their gethotbabes account to post Content for s to view;
  8. "'": a User who has registered for an account and who can access a service providers' Content via a service provider Interaction;
  9. "**Payment**": any payment related to a service provider Interaction;
  10. "**Include**", "**Includes**", and "**Including**" also mean "**without limitation**";
  11. "**Indirect Sales Taxes**": any Tax that is statutorily applied to Payments in any relevant jurisdiction;
  12. "**Notice**", "**Notify**", and "**Notification**": our attempt to share information with you by: sending a message to your gethotbabes account, or sending an email to an address you provide or sending a text message to or calling a phone number you provide;
  13. "**Subscription**": a 's binding agreement to obtain access for a specific period of time to all content that a service provider makes available to s in exchange for authorised automatic renewal payments. This excludes individually priced content;

3. **Who we are and how to contact us:** we are an online listing site .you can get in touch with us through our contacts as displayed in contact us.
4. **We may change the Terms of Service:** Where permitted we may change any part of the Terms of Service without Notice:
  1. To reflect changes in applicable laws and regulations; and/or
  2. To address a risk to gethotbabes, to us, to Users, or to relevant third parties.
5. We may also make other changes and will Notify you so you may delete your account before the changes take effect. Once updated you will be bound by the effective Terms of Service if you continue to use gethotbabes.
6. **We may change, suspend, or deactivate gethotbabes:** We may change gethotbabes from time to time for any reason. We do not guarantee that gethotbabes, or its Content, will always be available or accessible without interruption. We may suspend, withdraw, or restrict the availability of any part of gethotbabes.
7. **Registering with gethotbabes or visiting the site:** By registering with and using gethotbabes, you agree to the Terms of Service. If you do not agree, your sole remedy is to not register or stop being an gethotbabes User. We may reject an account application for any reason. To use gethotbabes you must register and open an account on gethotbabes. You must provide a valid email address, a username, and a password or authenticate using an approved third-party. Your password must comply with the gethotbabes password requirements.
  1. To register as a User and open a account:
    - You must be at least 18 years old;
    - You must be able to be legally bound by a contract with us;
    - You must be legally permitted to join, view Content, and to use any functionality provided by gethotbabes;
    - You must not be convicted of committing a serious crime; and
    - You agree to pay (where required) for service provider Interactions in accordance with the Terms of Service and the Contract between and service provider.
    - We are not responsible for any interaction between the site visitor/user and the service provider offsite.
  2. If you do not meet the above requirements, you must not access or use gethotbabes. You may also be asked to provide additional information prior to account approval.
8. **Adult material:** Some Content on gethotbabes contains adult material, and you acknowledge and agree to this when you access gethotbabes. We are not responsible for any loss or damage you suffer as a result of how or where you view Content.
9. **Content – general terms:**
  1. Your Content is not confidential, and you authorise your s to access and view your Content on gethotbabes for their own lawful and personal use, and in accordance with any licenses that you grant to your s.
  2. You are legally responsible for all Content you Upload. If you are a service provider and someone else assists you with the operation of your service provider account, this does not affect your legal responsibility. Our relationship is with you, and not with any third-party, and you will be legally

responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.

3. You warrant that, for each item of Content you Upload to gethotbabes:
  - it complies with the Terms of Service and all applicable laws;
  - you own your Content (and all intellectual property rights in it) or hold all rights necessary, including licenses, to post and monetise the Content on gethotbabes or the subsequent use of that Content by gethotbabes;
  - if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use of that Content on gethotbabes and by us; and
  - the Content is:
    - of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
    - reasonably suitable for any purpose which the has made known to you; and
    - as described by you.
4. You are liable to and will indemnify us if any warranty in this section of these Terms of Use is untrue. This means you will be responsible for any resulting loss or damage we suffer.
5. We are not responsible for, do not control, and do not endorse any Content you or any other gethotbabes User posts. We have no direct control over what your Content may comprise and are not obligated to pre-screen Content. We reserve the right to pre-screen, monitor, or reuse Content. We reserve the right to remove Content that violates our Terms of Service.
6. You agree to act as custodian of records for all Content you Upload to gethotbabes.

#### **10. Our rights and obligations:**

1. We reserve the right to suspend or remove Content that may breach our Terms of Service.
2. We comply with applicable laws requiring us to use proportionate measures to quickly remove illegal Content when we become aware it is on gethotbabes.
3. When we review Content in accordance with our internal policies, we reserve the right to conduct these reviews with technology tools such as classifiers, and Artificial Intelligence and Machine Learning-enabled tools to detect and remove Content that violates our policies.
4. We may use recommender systems by, for example, displaying service provider accounts on your home page that other Users who share subscription preferences similar to yours have chosen to follow.
5. We are not responsible for any loss you claim to have suffered because of any action we take, in accordance with our Terms of Service, to suspend or remove Content.

6. We may suspend or delete Content and accounts according to our Terms of Service. If we do, we will try to Notify you.
  7. If your account is terminated, we may deal with your Content in accordance with our Privacy Policy. You will not be able to access your Content after your account is terminated.
  8. We may review any suspected or alleged misuse, abuse, or unlawful use of gethotbabes and cooperate with law enforcement agencies in such reviews.
  9. We may disclose any information or records in our possession or control about your use of gethotbabes to third parties in keeping with our Privacy Policy.
  10. We may change which third-party payment providers process Payments.
  11. Other than Content which is owned by or licensed to service providers, we and/or our licensors own all rights in and to gethotbabes and its entire contents.
  12. We are the sole owners of any and all anonymised data relating to your use of gethotbabes and we can use that data for any purpose permitted by law.
  13. We may choose how we communicate with you, including by emails and messages posted to your gethotbabes account.
11. **What we are not responsible for:** We will use reasonable care and skill in providing gethotbabes to you, but there are things we are not responsible for, including:
1. We do not control Content that Users post on gethotbabes. We do not choose, endorse, authorise, approve or guarantee the completeness, legitimacy, legality, accuracy, or reliability of any Content Users post on gethotbabes. We comply with applicable laws requiring us to use proportionate measures to quickly remove illegal Content when we become aware it is on gethotbabes. You may report Content you suspect may be illegal by following at our email. [info@gethotbabes.com](mailto:info@gethotbabes.com)
  2. We do not grant you any rights in relation to Content.
  3. Whether your Content is viewed by individuals that recognise your identity.
  4. Any suggestions, comments, reviews, or requests that any User provides, accepts, or receives.
  5. Any promise or guarantee that service providers or Referring Users will generate earnings from gethotbabes.
  6. Whether gethotbabes is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access gethotbabes.
  7. The availability of the internet, or any issues in your hardware, or software, that may impact your use of or access to gethotbabes.
  8. Any lost, stolen, or compromised User accounts, passwords, email accounts, or any resulting unauthorised activities or resulting unauthorised payments or withdrawals of funds.
  9. The circulation of Content recorded in breach of the Terms of Service.
12. **Circumstances in which we may suspend or delete your account and/or Content,:**
1. We may suspend or delete your account with 30 days' Notice, at any time, for any reason;
  2. At any time, without warning or Notice and for as long as is necessary to review the relevant facts, we may: (i) suspend or delete your account and/or

**13. Intellectual property rights – ownership and licenses:**

1. You confirm that your Content does not infringe or violate the intellectual property rights of any third-party and that you own or have obtained all rights necessary to distribute, copy, display, publicly perform or otherwise use the Content.
2. You agree to grant us a license to all your Content to perform any act related to the operation of gethotbabes and our related products and services, including reproducing, making available or displaying to the public, distributing, creating derivative works, and otherwise using your Content, including for the purpose of improving the features and functionalities of gethotbabes and our related products and services.

**14. Sharing and linking to and from gethotbabes:**

1. Other online platforms may allow Users to connect their gethotbabes account and share Content. You remain bound by the gethotbabes Terms of Service and that platform's terms of service when sharing content in this way.
2. Links to gethotbabes:
  - Do not link to gethotbabes in a way that is deceptive or that suggests any form of association, approval, or endorsement on our part.
  - Any link promoting your service provider account must comply with our Terms of Service and the terms of service where you advertise.
  - Do not promote your gethotbabes account using Google Ads or any similar advertising platform or search engine advertising service.
3. Links from gethotbabes: Links on gethotbabes to other web sites are provided for your convenience only. We are not liable for, do not control, approve of, or endorse those linked websites or the information they contain.
4. Domain Names: You may register or use domain names that contain the gethotbabes trademark or a confusingly similar term only if:
  - The domain name is registered by the service provider;
  - The domain name redirects to the service provider's gethotbabes account; and
  - The service provider obtains written permission from gethotbabes by contacting support@gethotbabes.com and signs a licensing agreement.
5. If you fail to comply with these provisions or the licensing agreement, we may file a domain dispute or seek other remedies.

**15. Advertising on gethotbabes:** If you Upload Content to your service provider account which is designed to promote, directly or indirectly, third-party goods or services, in return for payment or other valuable consideration (together "**Advertising Content**"), then you must ensure that the Advertising Content:

1. is not illegal, prejudicial, threatening, false, fraudulent, harmful, hateful or in violation of our Acceptable Use Policy or Community Guidelines;
2. does not advertise cigarettes, other tobacco products, electronic cigarettes, illegal drugs, or any prescription-only medicine;
3. does not advertise, promote, or facilitate illegal gambling;

4. does not direct any Advertising Content for alcoholic drinks at minors or encourage excessive consumption of alcohol; and
5. adheres to the requirements in Section 19 of these Terms of Use.

**16. Transparency requirements:**

1. **Advertising Content:** Clearly and conspicuously label Advertising Content you Upload to gethotbabes by including in the caption of the Advertising Content:
  - a signifier such as #ad, #paidpromotion or #sponsored; and
  - the name of the brand advertised and who paid for the Advertising Content.
2. **AI Generated Content:** AI Generated content must comply with our Terms of Service and must be clearly and conspicuously captioned as AI Generated Content with a signifier such as #ai, or #AIGenerated.

**17. Account deletion:** You may delete your gethotbabes account in the 'User Account' section of your gethotbabes account.

1. If you are a , we will delete your account within a reasonable time and will not charge any further Subscriptions. After we delete your account, you will not have access to your former account or any Content.
2. If you are a service provider, your account will remain open until all active Subscriptions expire. We will then pay all unpaid service provider Earnings and delete the account. In an event that you dont access your account as a service provider for more than a month, your account will be deleted.

**18. Responsibility for alleged loss or damage:**

1. Whether you are a Consumer or service provider we do not limit our liability where it would be unlawful to do so. Consumers may rely on mandatory provisions of law that apply to them and nothing in our Terms of Service affect a Consumer's rights to rely on mandatory provisions of local law.
2. If you are a Consumer, you agree that:
  - We, each Subsidiary, and our employees, owners, representatives, and agents are not liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings arising from or in connection with your use of gethotbabes.

**19. General:** You agree that:

1. If any aspect of your agreement with us is unenforceable, the rest will remain in effect.
2. If we fail to enforce any aspect of your agreement with us, it will not be a waiver.
3. We, each Subsidiary, and our employees, owners, representatives, and agents reserve all rights not expressly granted to you.
4. No implied licenses or other rights are granted to you in relation to any part of gethotbabes, save as expressly set out in the Terms of Service.
5. Agreeing to our Terms of Service and using gethotbabes does not create an agency, partnership, joint venture, franchisor-franchisee, representative, fiduciary, or employee–employer relationship. You do not have authority to bind us or any Subsidiary in any manner.
6. Your agreement with us does not give rights to any third parties, except that each Subsidiary and our employees, owners, representatives and agents may

enforce the exclusions and limitations of liability and the terms relating to disputes in our Terms of Service.

7. You cannot transfer, assign, or subcontract your rights or obligations under any agreement with us.
8. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. We may delegate the performance of any of our obligations under your agreement with us to any third-party.
9. The Terms of Service form the entire agreement between us and you regarding your access to and use of gethotbabes, and supersede any and all prior oral or written understandings or agreements between us and you.
10. If you have a complaint about gethotbabes, communicate with us about gethotbabes or our Terms of Service, please email [info@gethotbabes.com](mailto:info@gethotbabes.com).