

Terms Of Service

Last Modified: July 15, 2024

Acceptance of the Terms of Service

By accessing, using or visiting <https://www.tube8.com/> (“**we**”, “**us**”, “**our**” or this “**Website**”), any of its Content, functionalities and services, you signify your agreement to these Terms of Service including policies and related guidelines (for instance, Child Sexual Abuse Material Policy and Non-Consensual Content Policy) (collectively “**Terms of Service**”), and our [Privacy Notice](#) and incorporated herein by reference.

You may terminate these Terms of Service at any time by deleting your account and refraining from further use of our services.

These Terms of Service apply to all users, registered or unregistered, including Content Partners, and Models who may also be contributors of content, of this Website (collectively “**you**”, “**User**” or “**Users**” as the context requires), whether accessed via computer, mobile device, or other technology, manner, or means.

“**Content**” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, textual content, and other materials you may view, upload, publish, submit, make available, display, communicate or post on this Website.

“**Content Partners**” means users of this Website who have joined the [Pornhub Content Partner Program](#) and who may use their Pornhub Content Partner Program account to access this Website as a registered Content Partner.

“**Models**” means users of this Website who have joined our [Pornhub Model Partner Program](#) and who may use their Pornhub Model Partner Program account to access this Website as a registered Model and are subject to its terms and this Terms of Service.

If you do not agree to any of these Terms of Service or our [Privacy Notice](#), please do not access or use this Website.

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

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Ability to Accept Terms of Service

You affirm that:

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

Whether you are a registered or unregistered User, we may require that you provide us and/or our third-party age verification service providers with information which will help us determine that you are over the age of majority required to have access to this Website and to view its Contents. For more information on how this information is processed, please review our [Privacy Notice](#). Failure to, when required, provide us and/or our third-party age verification service providers with information which will help us determine that you are over the age of majority required to have access to this Website and to view its Contents will lead to the termination or suspension of your access rights to all or part of this Website.

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Changes to the Terms of Service

We may amend these Terms of Service, found at <https://www.tube8.com/information/terms/>, from time to time. If you do, we will give you reasonable, advance notice, in a transparent manner, in text form, for example via a pop-up notification on the Website when logging on to your account, or via e-mail. Unless otherwise communicated by us, you will be deemed to have agreed to the changes unless you notify us, in writing and before the proposed effective date of the changes, that you do not agree. If you do not agree to the changes, you may no longer use our Website after the proposed changes come into effect. In this case, either you or we can terminate these Terms of Service with immediate effect.

Each updated version of this Terms of Service supersedes any prior versions as of the 'Last Modified' date found at the top, and any prior version(s) shall have no continuing legal effect.

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About This Website

This Website allows for the general viewing of adult-oriented Content by Users, registered (whether directly through this Website or through certain other websites we own or operate) and unregistered. In addition, this Website allows for sharing and uploading of adult-oriented Content by Content Partners and Models.

This Website may contain links to third party sites that are not owned or controlled by this Website or its operator. This Website has no control over, and assumes no responsibility for, the Content, privacy policies, or practices of any third-party sites. In addition, this Website will not and cannot censor or edit the Content of any third-party site. By using any of this Website, you expressly relieve us from all liability arising from your use of any third-party sites. Accordingly, we encourage you to be aware when you leave this Website and to read the terms, conditions, and privacy policies of each other sites that you visit.

This Website is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by this Website.

This Website is for adult-oriented Content. Other categories of Content may be rejected or deleted in our sole discretion.

You understand and acknowledge that when using this Website, you will be exposed to Content from a variety of sources, and that this Website is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable to you, and you agree to waive, and hereby do waive, any legal or

equitable rights or remedies you have or may have against this Website with respect thereto, and agree to indemnify and hold this Website, its operator, its parent corporation, its affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of this Website.

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Communication Preferences/Single Point of Contact

By using and registering as a User on this Website, you expressly and specifically consent to receiving electronic communications from us relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on this Website (for example, through the members' area on this Website upon login to ensure receipt in the event you have unsubscribed from email communications), or in the "My Account" or "My Profile" page and may include notices about your account (such as change in password or confirmation emails) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

In accordance with Articles 11 and 12 of Regulation (EU) 2022/2065 (the "**Digital Services Act**" or "**DSA**"), dsa@tube8.com is the designated, single point of contact for communications with recipients of the services offered herein, as well as for European Union Member State authorities, the Commission, and the Board for Digital Services. Please conduct all communications in English or Greek.

For any removal orders pursuant to Regulation (EU) 2021/784 (the "**Terrorist Content Online Regulation**" or "**TCO**"), [designated competent EU authorities](#) can complete our [removal form](#). After submission of this form, you will receive further instructions by e-mail, which you may respond to with a removal order. For such removal orders, please use the template provided in [Annex I of the TCO](#) and conduct all communication in either English or Greek.

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Accessing this Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on this Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website, to Users, including registered Users.

You are responsible for:

- making all arrangements necessary for you to have access to this Website, and
- ensuring that all persons who access this Website through your internet connection are aware of these Terms of Service and comply with them.

To access this Website or some of the resources it offers, you may be asked to provide certain registration details or other information. To know more about the information required to use this Website to upload Content, please refer to the Sections entitled "Rules Applicable to All Content and Uploaders on this Website", "Rules Applicable to Content

Partners" and "Rules Applicable to Models", as well as the [Privacy Notice](#). It is a condition of your use of this Website that all the information you provide on this Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on this Website, is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Notice](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person. You are fully responsible for all activities that occur under your username or password. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of this Website using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security by contacting us at: support@tube8.com. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Although this Website will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of this Website or others due to such unauthorized use.

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

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

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Limited, Conditional License to Use Our Intellectual Property

Tube8 and associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names, and logos used on or through this Website, such as trademarks, service marks, names, or logos associated with third party content providers, are the trademarks, service marks, or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks, or logos.

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

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

We grant you a conditional, revocable, non-sublicensable, non-transferable and non-exclusive and limited license to access and use our Website and Works solely for your personal use, conditioned upon your compliance with these Terms of Service and your agreement to display this Website whole and intact as presented by this Website's host, complete with any advertising, to not interfere with the display of any advertising, and to not use ad blocking software

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

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

This Website may provide an “embeddable player” feature, which you may incorporate into your own website for use in accessing the Content on this Website. You may not modify, build upon or block any portion or functionality of the embeddable player in any way, including but not limited to links back to this Website.

The above-described license is conditioned on your compliance with these Terms of Service, including, specifically, your agreement to view this Website whole and intact as presented by this Website’s host, complete with any advertising, and shall terminate upon termination of these Terms of Service. If you breach any provision of these Terms of Service, any license you have obtained will be automatically rescinded and terminated. In order to protect our rights, some Content made available on this Website may be controlled by digital rights management technologies, which will restrict how you may use the Content. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any digital rights management technology. Such conduct is prohibited by law.

You are not allowed to reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify, or otherwise copy or reproduce our Works or Content that does not belong to you, in whole or in part.

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Rules Applicable to All Content and Uploaders on this Website

To upload Content to this Website, you must be either a Content Partner or a Model, save and except if such Content is limited to comments, a cover picture and/or an avatar, in which case you must at least be a User with an unverified account on this Website. For the purposes of these Terms of Service, uploading Content onto this Website includes instances where such Content is first uploaded onto www.pornhub.com or another website that is owned or operated by us and shared therefrom onto this Website. If the information you provide for the creation of your account is not true and correct, you face the immediate termination of your account; where applicable, the immediate suspension of any and all pending payments from us to you; and we may, in our sole discretion, withhold payment of any owed amounts indefinitely, and you may be subject to legal sanctions.

You represent and warrant that with respect to all Content you will upload on this Website:

1. the Content does not contravene to any applicable laws and does not subject this Website to any claims, demands, lawsuits, regulatory actions or any actual, potential or risk of liability, or any threats thereof;
2. you own the rights to use the Content on this Website and that the Content does not infringe on the rights (including intellectual property rights) of a third party and, that you have obtained the consent and release for every individual appearing in your Content, including the right for you to use and upload the Content on this Website;

3. with respect to the Content, you, or the producer of the Content, have collected and maintained the records required under 18 U.S.C. § 2257 et. seq., as modified from time to time in compliance with the rules and regulations set forth in 28 C.F.R. § 75 et. seq., as modified from time to time, and any other applicable records keeping or age verification laws;
4. that Content Partner affirms that no individual appearing in the Content has been convicted of crimes relating to sexual assault, sexual exploitation of a minor, trafficking, and other related criminal offences;
5. the Content may be used for training purposes;
6. the Content is not a duplicate of another piece of Content uploaded by you or anyone else;
7. the Content complies with this Website's **Terms of Service**, and our **Privacy Notice**.

Failure to comply with these Terms of Service or any related contracts you will enter into with us, or should we determine that any of the statements above is untrue, or not complied with, we may, in our sole discretion, refuse to include the Content or any part thereof or any references to such Content on this Website, remove the Content in question from this Website, forfeit all accrued or pending earnings, cancel all current or pending payouts, terminate your account and take any measures necessary to minimize or eliminate any liability.

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Online Safety Act - Rules Applicable to Australian Users

For the purposes of this section:

- **"Class 1A Material"** shall mean any material, by any medium, that depicts, or otherwise contains child sexual exploitation/child sexual abuse, extreme crime and/or violence, or material that is in support of terror and/or acts of terror.
- **"Class 1B Material"** shall mean any material that depicts or otherwise contains crime and/or violence (but not extreme drug or violence), or drug-related material.

Class 1A Material and Class 1B Material may hereinafter collectively be referred to as "Illicit Material".

Per the provisions of the Online Safety Act (2021) (the **"OSA"**) Content Partners and Models hereby must ensure and subsequently warrants that:

- The Content uploaded or attempted to be uploaded to this Website is in adherence to our Terms described herein.
- Any audiovisual content uploaded or attempted to be uploaded to this Website does not contain Illicit Material.
- Content Partners and Models reserves the right to and shall take any action it deems necessary in order to limit, prevent, remove, or otherwise moderate any content which infringes the provisions of this section and/or any other, applicable terms. Content Partners and Models shall also ensure, to the extent possible, that you comply with the provisions of this section.
- We have a zero-tolerance policy towards the solicitation, access, generation, distribution, or storage of any content that involves the depiction of children or features Class 1A Material in any capacity. All child sexual exploitation/abuse material that we identify or are made aware of will result in the immediate removal of the content in question as well as the immediate removal of its uploader from this Website. Without prejudice to all other rights reserved for action against the above (including account suspension, removal of infringing

content etc.), we report all cases of apparent child sexual exploitation/abuse material to the National Center for Missing and Exploited Children.

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Obligation to comply with Records Keeping Requirements under 18 U.S.C. §2257

You certify that the Content you upload to this Website has been produced and records are being kept in accordance with 18 U.S.C. § 2257 et. seq., as modified from time to time, with the rules and regulations set forth in 28 C.F.R. § 75 et. seq., as modified from time to time, and any other applicable records keeping or age verification laws. Upon our request, you shall promptly deliver us legible copies (as may be lawfully redacted), of valid (as of the date of production of the Content) recognizable governmental photo identifications for any or all individuals appearing in any or all of your Content (demonstrating that each were at least 18 years of age on the day the Content was produced) together with the required identification forms, documents and releases. In this context, when we refer to all individuals appearing in the Content, we mean, without limitation, filmed, photographed, or recorded individuals or individuals in any way in the Content, whether appearing nude, semi-nude or fully clothed, engaging in simulated or actual sexual intercourse (including solo scenes). We do not accept or accommodate voice over or sounds from persons less than 18 years of age appearing in the background or synced with the Content whether featured or not. Your failure to promptly deliver the requested information upon request, may lead to the temporary or permanent suspension of your account. You will, at your own expense, indemnify, defend and hold us harmless from, any and all liabilities, losses, damages, fines, fees, penalties, costs and expenses (including reasonable attorneys' fees) incurred or suffered by us from any claim arising or resulting from your failure or negligence to comply with maintenance of any legally mandated records.

You acknowledge that you are solely responsible for the activity that occurs on your account. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a screen name or password. You may never use anyone else's account, just as no one can ever use yours.

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

To the extent you voluntarily create a User profile to participate in certain select services offered by us, your profile (and its Contents) may be searchable by other Users registered through this Website and others partnered or networked with us. Likewise, your profile (and its Contents) may be searchable by publicly available search engines.

You understand that we do not guarantee any confidentiality with respect to any Content you contribute. Subject to what is permitted under applicable law, you are free to choose the type of Content you produce and post or publish. You shall be solely responsible for your own Content and the consequences of posting or publishing such Content.

We are not responsible for any Content that violates community standards in your community. If you are seeking information regarding any illegal or inappropriate activities, you agree to leave this Website immediately. We expect and demand that you comply with all applicable laws when using this Website and when submitting or posting Content to this Website. If you are unsure whether or not Content will violate a law, you are urged to contact an

attorney prior to posting the Content. We cannot enforce every jurisdiction's laws for all Content that is posted to this Website. As such, we are not responsible for the Content of this Website.

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

If we have a reason to suspect that your Content violates any third party right, including without limitation any copyright, trademark, or property right, we can require you to provide us with written evidence of your ownership of, or right to use, the material in question. If we require such written evidence, you agree to provide it to us within five (5) working days of the date of our request. Your failure to provide us with such required written evidence within that timeframe may lead to the immediate termination of your account, us demanding compensation from you for any accrued costs and damages related to such Content.

You shall be solely responsible for your own Content and the consequences of posting, uploading, publishing, transmitting, or otherwise making available your Content on this Website. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not us, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness. We do not control Content you submit or contribute, and we do not make any guarantee whatsoever related to Content submitted or contributed by Users. Under no circumstances will we be liable or responsible in any way for any claim related to Content submitted or contributed by Users.

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

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

You agree and understand that this Website (and its successors' and affiliates') may make use of your Content for promotional or commercial purposes and to render the services pursuant to these Terms of Services. For clarity, you retain all of your ownership rights in your Content. Without regard to the Last Modified date, by submitting Content to this Website, you hereby grant this Website's operators an unlimited, worldwide, perpetual, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, publish, distribute, broadcast, market, create derivative works of, adapt, translate, publicly display, communicate, or perform, make available or otherwise use all of the Content, including without limitation for promoting and redistributing part or all of this Website (and derivative works thereof) in any media formats and through any media channels. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Content. In no circumstances will we be liable to you for any exploitation of any Content that you post. You also hereby grant each User of this Website a non-exclusive, royalty free license to access your Content through this Website as permitted under these Terms of Service. You hereby understand and agree that you may not use this Website to allow other Users to download or otherwise save the Content you post (or any part thereof). The above licenses granted by you in video Content you submit to this Website terminate within a commercially reasonable time after you remove or delete your Content from this Website. You understand and agree, however, that this Website may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in User comments you

submit are perpetual and irrevocable. This Website do not endorse any Content submitted by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and this Website expressly disclaim any and all liability in connection with Content. This Website does not permit copyright infringing activities and infringement of intellectual property rights on this Website, and this Website will remove all Content if properly notified that such Content infringes on another's intellectual property rights. This Website reserves the right to remove Content without prior notice. This Website reserves the right to hash any uploaded Content for training purposes including but not limited to, training for identifying, or combating illegal activities and these hashes may be shared with third parties, including law enforcement agencies.

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

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

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Rules Applicable to Content Partners

If you want to become a Content Partner and post Content on this Website, you must first join the Pornhub Content Partner Program and agree to its terms and conditions.

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Rules Applicable to Models

If you want to become a Model and post Content through this Website, you must first join the Pornhub Model Partner Program and agree to its terms and conditions.

We may, in our sole discretion, decline your application to join our community of Content providers for any reason.

You may be asked to provide a valid email address for verification purposes. You will choose your own screen name, which must be unique to you, not offensive to others, and not in violation of another's copyright or trademark. You will also choose your password, which you can change later. It is imperative that you do not let anyone else use your account (you must keep your password secret and secure). Certain changes to your personal information such as your name and screen name can only be made by our staff. Therefore, if your information appears incorrect or needs to be changed you may need to contact our staff to have this done.

Before you are able upload Content on this Website, you need to verify your identity. In order to do so, you need to submit to us high-res images or scans of a minimum of one to two information documents, containing your date of birth, expiration date of the ID, your photo, your full legal name and your address. This could be, for example, your driver's license (in countries where a national ID is not mandatory), international passport, citizenship card, state ID, national passport, or your national ID card. The other form of identification may be a utility bill. If all the required information is set out on your government-issued photo ID, you do not need a second document. We may, in our sole discretion, require you to provide us multiple forms of identification to establish proof of adulthood and identity. Facial verification and an assessment of the authenticity of the aforementioned documents is also required in the context of

our verification of your age and identity. Our collection, use and disclosure of such information and documentation is governed by our [Privacy Notice](#).

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Models' Commission

Models will be entitled to receive the model program advertising share revenue (a percentage of the ad revenue that the video earns) on free to watch videos on this Websites.

You will not receive monthly a statement showing any amounts you earned. However, you will be able to view amounts earned in your account. Payments are generally made within ten (10) business days after the end of each month (although, depending on the payment method used, it may take longer for you to actually receive your payment); provided, however, that payment will be made only when the minimum payout, based on net income, of one hundred dollars (US\$100.00) has been reached. Any amount below one hundred dollars (US\$100.00) will be carried over until the minimum payout has been reached and will be paid on the next following payment date. If you provide us with incorrect payment details, any fees for chargebacks resulting from such incorrect payment details will be offset against any amounts otherwise payable to you.

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

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

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Use of Website

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

You agree that you will view this Website and its Content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying this Website or eliminating any of the Content of this Website, including ads. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any age and biometric verification processes, technologies or security tools used anywhere on this Website or in connection with our services. By using this Website, you expressly agree to accept advertising served on and through this Website and to refrain from using ad blocking software or to disable ad blocking software before visiting this Website.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of this Website and as permitted under these Terms of Service. You shall not download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content which are not permitted in the Terms of Service.

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Prohibited Uses and Reporting

If you see any Content you suspect violates applicable law, third party rights, or these Terms of Service, please report such Content to us, using the electronic form available at [/content-removal/](#), or the “**Flag This Video**” button available below each piece of content. Further, the Website does not permit any form of revenge porn, blackmail, or intimidation, and such violations may also be reported using the content removal link herein.

We will give due priority to reports submitted by our Trusted Flaggers, who have been granted this status by the Digital Services Coordinator of the relevant Member State of the European Union. In addition, Non-Governmental Organizations and Statutory Offices can also join the Pornhub Trusted Flagger Program.

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

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content. Any determination regarding breach of any of the following is final. Please review the following list of prohibited uses carefully before using this Website. Specifically, you agree not to use any of this Website to:

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

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

Additionally, you agree not to:

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

- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- otherwise attempt to interfere with the proper working of this Website.

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Monitoring and Enforcement; Termination

We have the right but not the obligation to take any of the following actions, including pursuant to when we detect, or are notified of, any activity or Content uploaded to the Website that infringes applicable laws, rights of third parties, or these Terms of Service. When deciding on appropriate action, we consider all relevant factors such as the frequency, severity, and impact of a violation, as well as any measures previously imposed on an infringer:

- Issue a written warning to the infringer. Before we temporarily or permanently suspend an infringer's access to our services following provision of manifestly illegal Content or action by such infringer we may issue a warning to the infringer, provided such warning would not conflict with the purposes of the moderation decision. Examples of misuse that may be sanctioned with a suspension or termination include, but are not limited to, the frequent uploading of Content that violates applicable law, third party rights, or these Terms of Service, or the uploading of Content that manifestly and severely violates applicable law, third party rights, or these Terms of Service, such as Child Sexual Abuse Material or revenge porn.
- Restrict the visibility or other accessibility of Content.
- Restrict the access of, suspend, or terminate a User's account.
- Restricting, suspending, or otherwise terminating a Content Partner or Model's ability to monetize their Content.
- Restricting, suspending, or withholding earnings and payouts.
- Report the infringer to law enforcement authorities.

We may also:

- remove or refuse to post any Content you submit or contribute to this Website for any or no reason in our sole discretion, including, without limitation, if any information or documentation provided by you is inadequate, incomplete, or inaccurate or does not allow us to assess and confirm your identity.
- monitor any communication occurring on or through this Website to confirm compliance with these Terms of Service, the security of this Website, or any legal obligation;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of this Website.

If we have reason to believe that Content violates any applicable law, third party right, or these Terms of Service, we may take appropriate interim actions (as described herein), to prevent potential harm to our further investigation. In deciding on the appropriate and proportionate course of action, we will give due consideration to the legitimate interests of the impacted User, any other potentially affected rights holders, and our own legitimate interests. In particular, we will assess the nature of the Content concerned, the gravity of the respective violation or illegality, and any indications on whether or not the Content contributor was at fault. In case an investigation was prompted

following report by a User, we will also consider the explanatory information and evidence provided by such User and, if available, the reporting User's submission history.

We use a variety of procedures and tools to identify, review and moderate Content. This includes both human and automated review, or a combination of both, depending on what is appropriate and required in each individual case.

Automated review may include the use of systems which assist us in identifying infringing Content, determining the prioritization of certain issues, and applying appropriate measures. Content may be compared against databases of digitally finger-printed content and other, similar repositories, such as (but not limited to) YouTube's CSAI Match. Automated review may be subject to further, manual verification, in the context of which Content and measures may be reassessed.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through this Website. YOU WAIVE AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US AS A CONSEQUENCE OF DISCLOSING PERSONAL INFORMATION IN RELATION TO DATA DISCLOSURE REQUESTS FROM LAW ENFORCEMENT AUTHORITIES.

This Website takes a powerful stand against any form of child exploitation or human trafficking. If we discover that any Content involves underage individuals, or any form of force, fraud, or coercion, we will remove the Content and submit a report to the proper law enforcement authorities. If you become aware of any such Content, you agree to report it to this Website by contacting legal@tube8.com.

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

We assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any User or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

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Complaint Handling Procedure

If we take any action concerning you, your account, or any Content that you attempted to or uploaded on the Website, as set out in the section "Monitoring and Enforcement; Termination", you may lodge a complaint against

such decision. Similarly, you may lodge a complaint if you disagree with our decision following a notice you submitted for Content reporting or removal.

In either case, the deadline for submission of a complaint is six (6) months after notification of the respective decision has been communicated to you. To lodge a complaint you may email dsa@tube8.com from the email associated with your account or wherefrom notice of the decision has been communicated, and the correspondence must include as much information as possible to allow us to investigate your complaint, and an explanation of the reason(s) for which you believe your complaint to be justified.

We handle complaints in a timely, non-discriminatory, diligent, and objective manner. We may reverse previous decisions if a complaint sufficiently demonstrates that:

- The Content to which our decision related did not in fact violate applicable law, third party rights, or these Terms of Service.
- Our prior decision to not act on a notice was unjustified.
- Our prior decision was unjustified or disproportionate in any other manner.

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Abuse of Reporting and/or Complaint Handling System

We may suspend your access to our reporting and internal complaint-handling systems for a reasonable period of time if you frequently submit notices or complaints that are manifestly unfounded. Prior to such suspension we may issue a warning, provided that this does not conflict with the purpose of the suspension or with other, appropriate measures that may be applied. When deciding on the suspension, we consider factors such as the frequency, severity, and impact of your violation(s), as well as any prior measures imposed. Examples of misuse of our reporting and/or complaint-handling system that may be subject to suspension include, but are not limited to:

- Frequently submitting multiple, identical, and unfounded notices or complaints.
- Frequently submitting notices or complaints that are obviously unfounded.

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Account Termination Policy

While pornographic and adult-oriented Content is accepted, this Website reserves the right to decide whether Content is appropriate or violates these Terms of Service for reasons other than copyright infringement and violations of intellectual property rights, such as, but not limited to, obscene or defamatory material. In line with the provisions of the section titled “Monitoring and Enforcement; Termination”, we may, in our sole discretion, issue warning or take analogous, appropriate action (on repeat offences) against such infringements.

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

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Copyright and Other Intellectual Property

This Website operates a clear [Copyright Policy](#) in relation to any Content alleged to infringe the copyright of a third party. If you believe that any Content violates your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. As part of our [Copyright Policy](#), this Website will terminate User access to this Website if, under appropriate circumstances, a User has been determined to be a repeat infringer and in line with the provisions of the section titled “Monitoring and Enforcement; Termination” of these Terms.

This Website is not in a position to mediate trademark disputes between Users and trademark owners. Accordingly, we encourage trademark owners to resolve any dispute directly with the User in question or seek any resolution in court or by other judicial means. If you’re sure you want to report Content on this Website that you believe infringes your trademark, you can do so by contacting us at legal@tube8.com. This Website is willing to perform a limited investigation of reasonable complaints and will remove Content in clear cases of infringement. Only the trademark owner or their authorized representative may file a report of trademark infringement. Please note that we regularly provide the rights owner’s name, your email address, and the details of your report to the person who posted the Content you are reporting. This person may contact you with the information you provide.

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Reliance on Information Posted

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

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

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Changes to this Website

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

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Information about You and Your Visits to this Website

All information we collect on this Website is subject to our [Privacy Notice](#). By using this Website, you acknowledge that you have read and understand the terms of the [Privacy Notice](#) and that you consent to all actions taken by us with respect to your information in compliance with the [Privacy Notice](#).

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Collection and Use of Your Usage Information by Advertisers and Others

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

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Linking to this Website and Social Media Features

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

This Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain Content on this Website;
- send emails or other communications with certain Content, or links to certain Content, on this Website;
- cause limited portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.
- You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - cause this Website or portions of this Website to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
 - otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

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

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

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

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Links from this Website

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored

links. We have no control over, and assume no responsibility for, the Contents, privacy policies, or practices of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third-party site, applications, software, Content, or advertising does not imply approval or endorsement thereof by us. If you decide to access any of the third-party sites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. Further, you agree to release us from any and all liability arising from your use of any third-party website, Content, service, or software accessed through this Website.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through this Website, are solely between you and such third parties. You agree that this Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence on this Website.

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Permitted Disclosures of Personal Information

This Website generally does not collect personally identifiable information (data such as your name, email address, password, and the Content of your communications) unless you submit or communicate Content through this Website or register with us to use certain features of this Website. This Website will not disclose any personally identifiable information they collect or obtains except: (i) as described in these Terms of Service or our [Privacy Notice](#); (ii) after obtaining your permission to a specific use or disclosure; (iii) if this Website is required to do so in order to comply with any valid legal process or governmental request (such as a court order, search warrant, subpoena, civil discovery request, or statutory requirement) and may in our sole discretion advise you of such process or request; (iv) as required to protect this Website's property, safety, or operations, or the property or safety of others; or (v) to a person that acquires this Website, or the assets of this Website's operator in connection with which such information has been collected or used; or (vi) as otherwise required by law. If this Website is required to respond to or comply with any of these information requests, we reserve the right to charge you with the cost of responding to or complying with such information request, including, but not limited to, costs of research, copies, media storage, mail, and document delivery, as well as any applicable legal fees.

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

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Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless this Website, its site operator, its parent corporation, its affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to this Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use

of this Website. You agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

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Disclaimers

YOU USE THE WEBSITE AT YOUR SOLE RISK. WE PROVIDE THE WEBSITE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITE AND GOODS OR SERVICES OBTAINED THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITE. WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE OR THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR SERVICES. THE WEBSITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND, THE WEBSITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

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Limitation of Liability

IN NO EVENT SHALL THE WEBSITE, ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE

SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE OR SERVICES BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITE OR SERVICES, AND/OR (VI) INTERACTIONS YOU HAVE WITH THIRD-PARTY ADVERTISEMENTS OR SERVICE PROVIDERS, OR THIRD-PARTY SITES, FOUND ON OR THROUGH THIS WEBSITE, INCLUDING PAYMENT AND DELIVERY OF RELATED GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, POLICIES, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE WEBSITE OR ITS SITE OPERATOR ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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

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

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

Any claim by you that may arise in connection with these Terms of Service may be compensable by monetary damages up to, if any, a maximum of your paid subscription fee in the last twelve (12) months, and you will in no event be entitled to injunctive or other equitable relief.

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Limitation on Time to File Claims

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

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Notice of Litigation

You shall notify us in writing within two (2) working days after becoming aware of or obtaining knowledge of, any proceedings or threatened proceedings, including any litigation or governmental proceeding pending against you which could materially adversely affect our business, operations, prospects, property, assets, or condition (financial

or otherwise); and any other event which is likely to materially adversely affect our business, operations, prospects, property, assets, or condition (financial or otherwise).

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Your Comments and Concerns

This Website is operated by Aylo Freesites Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, Cyprus 2540. All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to this Website should be directed to: support@tube8.com.

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Assignment

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

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Arbitration Agreement & Waiver of Certain Rights (US)

This section shall only apply to Users located in the United States of America.

Except as set forth hereinabove, you and we agree that we will resolve any disputes between us (including any disputes between you and a third-party agent of ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a "**Claim**") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms of Service including, but not limited to, a claim that all or any part of these Terms of Service is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of

arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement under this section does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms of Service, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms of Service.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a “public injunction” and any such “public injunction” may be awarded only by a federal or state court. If either party seeks a “public injunction,” all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a “public injunction” in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party’s claim or prayer for “public injunctive relief.” In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this section of the Terms of Service will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms of Service. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

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Arbitration Agreement & Waiver of Certain Rights (EU)

This section shall only apply to Users located in the European Union.

We cooperate with out-of-court dispute settlement bodies (“**Dispute Settlement Bodies**”) that have been certified in accordance with Art. 21(3) of the DSA. The European Commission publishes a list of these bodies.

If you have your place of establishment or are located in the European Union, you have the right to select a Dispute Settlement Body to assist in resolving disputes relating to decisions previously taken by us regarding Content uploaded by you, or notices you submitted to us. This includes cases in which complaints have remained unresolved by our internal complaint-handling system, as described in section “Complaint Handling Procedure”.

We reserve the right to refuse to cooperate with your selected Dispute Settlement Body if:

- A dispute has already been resolved or is already subject to an ongoing procedure before a competent court of relevant jurisdiction, or before another Dispute Settlement Body.
- The Dispute Settlement Body has been contacted after the six-month period from notification to you of our decision has lapsed, and you have not previously filed a complaint through our internal complaint-handling system over a particular issue.

Any decisions taken by Dispute Settlement Bodies shall not be binding on either you or us.

We are neither willing nor obligated to participate in dispute resolution proceedings with consumers before a consumer arbitration board under the EU Directive on Consumer ADR.

Miscellaneous

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

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

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

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

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on this Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination of the Terms of Service, you will no longer have a right to access your account or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back up of any of your Content. We undertake no responsibility for deleting your Content under these Terms of Service. Note that, even if your Content is deleted from our active servers, it may remain in our archives (but we have no obligation to archive or back-up your Content), and subject to the licenses set forth in these Terms of Service.

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