

# Terms & Conditions

Effective date: 02/22/2023

Please read these terms and conditions carefully before using this website and its services. By accessing and using this website, you agree to be bound by these terms and conditions.

## 1. Introduction

These terms and conditions (the "Agreement") govern your use of this website (the "Website"), including any content, features, and functionality made available through the Website, and any services offered by us. The Website is owned and operated by Chatterbox, an individual entity incorporated under the laws of the State of California.

## 2. Acceptance of Terms

By using this Website, you agree to be bound by this Agreement, whether or not you register for an account. If you do not agree to these terms and conditions, you may not use this Website.

## 3. Use of Website

You may use this Website for lawful purposes only. You agree not to use the Website:

- (i) In any way that violates any applicable federal, state, local, or international law or regulation.
- (ii) To upload, post, or transmit any User Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- (iii) To transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature.

## 4. User Accounts

To access certain features of the Website, you may be required to create a user account. You agree to provide accurate, complete, and current information when creating an account, and to update your account information promptly if it changes. You are responsible for maintaining the confidentiality of your account and password and for

restricting access to your computer. You accept responsibility for all activities that occur under your account.

## 5. User Content

The Website may allow users to upload or generate content, including but not limited to text, images, and other media ("User Content"). You retain ownership of any User Content you post, upload or generate through our product. However, by uploading, posting or generating User Content, you grant us a non-exclusive, royalty-free, worldwide, perpetual, transferable, and sublicensable license to use, copy, modify, distribute, display, and create derivative works from your User Content in any media formats and through any channels, without compensation to you. You represent and warrant that you have all necessary rights to grant the foregoing license and that your User Content does not infringe or violate the rights of any third party.

You are solely responsible for the content you upload, post, display, or publish on the Website (collectively, "User Content"). You agree that you will not upload, post, display, or publish User Content that:

a. Shows, includes, or refers to:

- Any individual under 18 years old (or which refers to individuals under 18 years old generally); or
- Any other individual unless you have written documentation which confirms that all individuals shown or included or referred to in your Content are at least 18 years old, and you have written consent from each individual to use their name or images (or both) in the Content.

b. Shows, promotes, advertises, or refers to:

- Firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
- Drugs or drug paraphernalia;
- Self-harm or suicide;
- Incest;
- Bestiality;

- Violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
- Necrophilia;
- Urine, scatological, or excrement-related material;
- "Revenge porn" (being any sexually explicit material featuring any individual who has not given prior, express and fully informed consent to that material (a) being taken, captured, or otherwise memorialized, or (b) being posted and shared on );
- Escort services, sex trafficking, or prostitution;
- Contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
- Contains, promotes, advertises, or refers to hate speech (being Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear of, or violence against, a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);
- Contains or refers to anyone else's personal data or private or confidential information (for example, telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for OnlyFans including passwords and security questions, financial information including bank account and credit card details, biometric data, and medical records) without that person's express written consent;
- Either:
  - In the case of Content featuring public nudity, was recorded in or is being broadcast from a country, State, or province where public nudity is illegal; or
  - In the case of Content featuring sexual activities, was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor places where members of the public are not present, for example private property such

as a private backyard, or secluded areas in nature where members of the public are not present).

- Gives the impression that it comes from or is approved, licensed, or endorsed by us or any other person or company;
- Causes or is calculated to cause inconvenience or anxiety to anyone else or which is likely to upset, embarrass, or cause serious offense to anyone else;
- Is used or is intended to be used to extract money or another benefit from anyone else in exchange for the removal of the Content; and/or
- Involves or promotes third-party commercial activities or sales, such as contests, sweepstakes and other sales promotions

## 6. Intellectual Property

All content and materials on the Website, including, but not limited to, text, graphics, logos, images, and software, are owned or licensed by us and are protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not copy, distribute, modify, transmit, perform, reuse, sell, or display any content or materials on the Website without our prior written permission.

## 7. Feedback

We may request or allow you to provide feedback, comments, suggestions, or ideas regarding the Website, our products, or our services ("Feedback"). You agree that we may use any Feedback for any purpose, commercial or otherwise, without compensation to you.

## 8. Purchases

The Website may offer goods or services for purchase, including subscriptions. By making a purchase, you agree to the terms and conditions of the applicable purchase agreement.

## 9. Disclaimer of Warranties

The Website and its services are provided "as is" and without warranty of any kind, whether express or implied. We do not guarantee that the Website will be uninterrupted or error-free. You use the Website at your own risk.

## 10. Limitation of Liability

We will not be liable for any damages of any kind arising from the use of the Website or its services, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

## 11. Indemnification

You agree to indemnify and hold us, our affiliates, and our respective directors, officers, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of the Website, your User Content, or your breach of this Agreement.

## 12. Modification of Terms

We may modify this Agreement at any time, without prior notice, by posting the modified Agreement on the Website. Your continued use of the Website after the posting of the modified Agreement constitutes your acceptance of the modified Agreement.

## 13. Termination

We may terminate your access to the Website and its services at any time, for any reason, without notice.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

## 15. Entire Agreement

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and us regarding the use of the Website and its services.

## 16. Contact Us

If you have any questions or comments about this Agreement or the Website, please contact us at [chatterboxtheone@gmail.com](mailto:chatterboxtheone@gmail.com).

By using this Website and its services, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.