

Terms of Service

Last Modified: November 9, 2022

Acceptance of the Terms of Service

By accessing, using or visiting www.notyesterday.com (Meaning the **Website**"), any of its functionalities, services and content, you agree to these Terms of Service and our policy of privacy and incorporated herein by reference.

These Terms of Service apply to all users, including Users, Professional models, and unverified as verified users who use this site and upload content who may also be contributors of Content, of the Website (collectively "**you**", "**User**" or "**Users**" as the context requires), whether accessed via computer, mobile device, or other technology, manner, or means.

"**Content**" includes your text in posts and comments, software, music, scripts, the information in your biopage, photos, graphics, sounds, audiovisual combinations, video's, interactive features, textual content, and other materials you may upload, publish, view, submit, make available, display, communicate or post on the Website.

"**Content Partners**" means users of the Website who have joined the program in which they can monetize their content and are verified

"**Verified Uploaders**" means users of the Website who have a valified identified account.

"**Models**" means users of the Website who are verified and upload their own content

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

Ability to Accept Terms of Service

You affirm that you are at least 18 years of age or the age of majority in the jurisdiction you are accessing the 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 18 or the applicable age of majority, please do not use the Website. You also represent that the jurisdiction from which you access the 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 the Website and to view its contents. For more information on how this information is processed, please review our Privacy Policy

If you do not agree to any of these Terms of Service or our privacy policy, please do not access or use the Website.

Changes to the Terms of Service

We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

The updated version of the Terms of Service supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect. You should periodically review the most up-to-date version of the Terms of Service found at <https://notyesterday.com/info/TermsOfUse>

About The Website

The Website allows for the general viewing of adult-oriented content by Users, registered and unregistered. In addition, the Website allows for uploading of adult-oriented content by Content Partners, Verified Uploaders, and Models, and Registered Users.

The Website may contain links to third party sites that are not owned or controlled by the Website or its operator. The Website has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites. In addition, the Website will not and cannot censor or edit the content of any third-party site. By using any of the 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 the Website and to read the terms, conditions, and privacy policies of each other sites that you visit.

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

The Website is for adult-oriented content. Other categories of content may be rejected or deleted in our sole discretion. We may, in our sole discretion and at any time, remove any content on the Website.

You understand and acknowledge that when using the Website, you will be exposed to content from a variety of sources, and that the 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, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Website with respect thereto, and agree to indemnify and hold the 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 the Website.

Communication Preferences

By using the 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 the Website (for example, through the members' area on the 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.

Accessing the Website and Account Security

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

You are responsible for:

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

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. For more information on information required to use the Website to upload Content, please refer to the Sections below entitled Rules Applicable to All Content and Uploaders on the website, Rules Applicable to Content Partners, Rules Applicable to Verified uploaders and Rules Applicable to Models

as well as the PrivacyPolicy found at <https://notyesterday.com/info/PrivacyPolicy>

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our PrivacyPolicy, and you consent to all actions we take with respect to your information consistent with our PrivacyPolicy.

The PrivacyPolicy can be found at <https://notyesterday.com/info/PrivacyPolicy>

If you choose, or are provided with, a user name, 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 user name or password. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of the Website using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security by contacting us at support@notyesterday.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 the Website will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the 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 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 user name, 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.

Limited, Conditional License to Use Our Intellectual Property

NotYesterday and associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names, and logos used on or through the 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 the Website or vice versa.

The Website and certain materials available on or through the 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 the 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 the Website whole and intact as presented by the 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 the Website to block or interfere with the display of any advertising on the 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 the Website. Interference with the display of any advertising on the Website, use of ad blocking software to block or disable any advertising while viewing the Website, or use of information obtained from or through the Website to update any ad blocking software or filter lists, is prohibited, violates the conditions of your limited license to view the 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 the 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.

The Website may provide an "Embeddable Player" feature, which you may incorporate into your own website for use in accessing the Content on the 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 the Website.

The above described license is conditioned on your compliance with these Terms of Service, including, specifically, your agreement to view the Website whole and intact as presented by the 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 the 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.

Rules Applicable to All Content and Uploaders on the Website

In order to upload Content to the Website, you must be either a Verified Uploader, a Content Partner or a Model, save and except if such Content is limited to comments, a cover picture and/or an avatar. If the information you provide for the creation of your account is not true and correct, you face the immediate termination of your account and you may be subject to legal sanctions.

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

- the Content does not contravene to any applicable laws and does not subject the Website to any claims, demands, lawsuits, regulatory actions or any actual, potential or risk of liability, or any threats thereof;
- you own the rights to use the Content on the 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 the Website;
- for every individual appearing in your Content you have carefully ascertained and examined a valid governmental photo identification demonstrating that they are at least 18 years of age on the day they are photographed, filmed or otherwise appearing in such Content (this applies to all individuals, whether identifiable or not, or whether nude or not);
- 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;
- the Content is not a duplicate of another piece of Content uploaded by you;
- the Content complies with the Website's Terms of Service.

Failure to comply with these Terms of Services, 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 the Website, remove the Content in question from the Website, terminate your account and take any measures necessary to minimize or eliminate any liability.

We may, in our sole discretion, terminate your account if you breach any of the Terms of Service or at any time for any reason even without cause.

If we believe that your Content violates any criminal laws, your account will immediately be terminated, you will be banned from the Website without notice and we will report you to law enforcement authorities

Obligation to comply with Records Keeping Requirements under 18 U.S.C. §2257. You certify that the Content you upload to the 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, photographed individuals or individuals otherwise appearing in the Content, whether appearing nude, semi-nude or fully clothed, engaging in simulated or actual sexual intercourse (including solo scenes). 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 the 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 the Website immediately. We expect and demand that you comply with all applicable laws when using the Website and when submitting or posting Content to the 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 the Website. As such, we are not responsible for the Content of the 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 the Website. You are responsible for all your Content that is uploaded, posted, emailed, transmitted, or otherwise made available via the 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 the 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 the Website all patent, trademark, trade secret, copyright, or other proprietary rights in and to such Content for publication on the Website pursuant to these Terms of Service.

You further agree that Content you submit to the 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 the Website all of the license rights granted herein.

You agree and understand that the 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. By

submitting Content to the Website, you hereby grant the 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 the 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 the Website a non-exclusive, royalty free license to access your Content through the Website as permitted under these Terms of Service. You hereby understand and agree that you may not use the 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 the Website terminate within a commercially reasonable time after you remove or delete your Content from the Website. You understand and agree, however, that the 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.

The Website do not endorse any Content submitted by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and the Website expressly disclaim any and all liability in connection with Content. The Website does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and the Website will remove all Content if properly notified that such Content infringes on another's intellectual property rights. The Website reserves the right to remove Content without prior notice.

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 to or through the 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).

Rules Applicable to Verified Uploaders

As a Verified Uploader, you will be a validly identified account holder and you may submit Content to the Website including videos.

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 the 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 identity. Our collection, use and disclosure of such information and documentation is governed by our Privacy Policy found at <https://notyesterday.com/info/PrivacyPolicy>

Rules Applicable to Models

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

Rules Applicable to Content Partners

If you want to become a Content Partner and post Content on the Website, you must first join our Content 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 the 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 identity. Our collection, use and disclosure of such information and documentation is governed by our Privacy Policy found at <https://notyesterday.com/info/PrivacyPolicy>.

Use of Website

You agree that you will only use the Website and our services for the lawful purposes expressly permitted and contemplated by these Terms of Service. You may not use the 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 the Website and its content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying the Website or eliminating any of the content of the Website, including ads. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any age verification processes, technologies or security tools used anywhere on the Website or in connection with our services. By using the Website, you expressly agree to accept advertising served on and through the Website and to refrain from using ad blocking software or to disable ad blocking software before visiting the 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 the 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.

Prohibited Uses

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 the Website, or use and/or monitor any information in or related to the 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 the Website.

Specifically, you agree not to use any of the 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 the 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;
- 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 or simulated;
- post any Content for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over 18 years of age (or older in any other location in which 18 is not the minimum age of majority);
- post any Content depicting 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 the 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 the Website (or post any Content that) in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- use the Website to arrange any in-person meetings for purposes of sexual activity for hire;
- 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 the Website;
- remove, delete, alter, circumvent, avoid, or bypass any digital rights management technology, encryption or security tools used anywhere on the 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 the Website or in connection with our services;
- collect or store personal data about anyone;
- alter or modify without permission any part of the 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 the 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 the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

- use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website without our prior written consent;
- use any manual process to download, monitor or copy any of the material on the Website or for any other unauthorized purpose;
- use any information obtained from or through the Website to block or interfere with the display of any advertising on the 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 the Website;
- use any device, bots, scripts, software, or routine that interferes with the proper working of the Website or that shortcut or alter Website functions to run or appear in ways that are not intended by the 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 that may damage the operation of another's property or of the Website's or our services;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website are stored, or any server, computer, or database connected to the Website;
- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right but not the obligation to:

- remove or refuse to post any Content you submit or contribute to the 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 the Website to confirm compliance with these Terms of Service, the security of the Website, or any legal obligation;
- take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Website or the public, or could create liability for us;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website;
- terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

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 the 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.

The 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 the Website by contacting legal@notyesterday.com

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the 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 the Website in an appropriate manner. In addition, the 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.

Account Termination Policy

While pornographic and adult-oriented Content is accepted, the 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. The Website may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a User's account for submitting such material in violation of these Terms of Service.

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 the Website or stop providing all or part of the Website to you.

Copyrights and Other Intellectual Property

The 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, the Website will terminate User access to the Website if, under appropriate circumstances, a User has been determined to be a repeat infringer.

The 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 the Website that you believe infringes your trademark, you can do so by contacting us copyright@notyesterday.com. The 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.

Abuse Reporting

The Website does not permit any form of revenge porn, blackmail, or intimidation. Violations of this policy can be reported through legal@notyesterday.com

Reliance on Information Posted

The information presented on or through the 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 the Website, or by anyone who may be informed of any of its contents.

The 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.

Changes to the Website

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

Information about You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you acknowledge that you have read and understand the terms of the [Privacy Policy](#) and that you

consent to all actions taken by us with respect to your information in compliance with the Privacy Policy found at <https://notyesterday.com/info/PrivacyPolicy>

Collection and Use of Your Usage Information by Advertisers and Others

The Website allows others to display advertisements using the Website. These third parties use technology to deliver advertisements you see using the Website directly to your browser. In doing so, they may automatically receive your IP, or "Internet Protocol", address. Others that place advertising using the Website may have the ability to use cookies and/or web beacons to collect information, including information about your usage of the 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.

Linking to the Website and Social Media Features

You may link to the 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.

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

- link from your own or certain third-party websites to certain content on the Website;
- send emails or other communications with certain content, or links to certain content, on the Website;
- cause limited portions of content on the 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 the Website or portions of the 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 the 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.

Links from the Website

If the 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, posts, comments and or 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 the 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 the Website.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Website, are solely between you and such third parties. You agree that the 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 the Website.

Permitted Disclosures of Personal Information

The 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 the Website or register with us in order to use certain features of the Website. The Website will not disclose any personally identifiable information they collect or obtains except: (i) as described in these Terms of Service or our Privacy Policy found at <https://notyesterday.com/info/PrivacyPolicy>; (ii) after obtaining your permission to a specific use or disclosure; (iii) if the 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 the Website's property, safety, or operations, or the property or safety of others; or (v) to a person that acquires the Website, or the assets of the Website's operator in connection with which such information has been collected or used; or (vi) as otherwise required by law. If the 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.

The 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 the Website. In order to enforce these Terms of Services, to protect intellectual property rights, to comply with legal processes and the law, and to protect the Website, you agree to allow the Website to access your information.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the 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 the 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 the 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.

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, (V) 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 (VI) 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, EMAILED, 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.

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, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE OR SERVICES BY ANY THIRD PARTY, (VI) 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 POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITE OR SERVICES, AND/OR (VII) INTERACTIONS YOU HAVE WITH THIRD-PARTY ADVERTISEMENTS OR SERVICE PROVIDERS, OR THIRD-PARTY SITES, FOUND ON OR THROUGH THE WEB SITES, 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 THE 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 THE SITE MAY BE VIEWED, DOWNLOADED, REPUBLISHED, AND DISTRIBUTED – POTENTIALLY IN VIOLATION OF YOUR RIGHTS OR THIS AGREEMENT – AND THAT YOU 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 will be compensable by monetary damages, and you will in no event be entitled to injunctive or other equitable relief.

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.

Your Comments and Concerns

The Website is operated by Grey-Link BV located at Paterswoldseweg 806, 9728BM, Groningen, The Netherlands. All notices of copyright infringement claims should be sent to the copyright agent designated in our Privacy Policy found at <https://notyesterday.com/info/PrivacyPolicy> in the manner and by the means set forth therein.

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

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.

Arbitration Agreement & Waiver of Certain Rights

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 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 present Section entitled “Arbitration” shall only apply to Users located in the United States of America.

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.

Miscellaneous

These Terms of Service, your use of the Website, and the relationship between you and us shall be governed by the laws 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 the Website. You agree that the 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 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 Policy](#) and, our Copyright Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Website.

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on the 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.

18 U.S.C. §2257 Record Keeping Requirements Compliance Statement.

DMCA Reporting Claims of Copyright Infringement

(Keep reading for our DMCA rules below)

The operator of notyesterday.com is not the producer (whether primary or secondary as defined in 18 U.S.C. § 2257) of any of the content found on notyesterday.com. The operator's activities, with respect to such content, are limited to the transmission, storage, retrieval, hosting and/or formatting of depictions posted by third party users, on areas of the website under the user's control.

Please direct any request you may have regarding §2257 records in relation to any content found on notyesterday.com, directly to the respective uploader.

For further assistance in communicating with the Verified Uploaders or any questions regarding this notice, please contact the compliance department of notyesterday.com at support@notyesterday.com

Notyesterday.com abides by the following strict compliance procedures regarding uploaded content:

- All users must be over eighteen (18) years of age (or age required by their State, jurisdiction or Country if more than 18 years old)
- Verified users are personally identified and verified by notyesterday.com at account.
- Prior to uploads, notyesterday.com ensures that all Verified Uploaders, provide evidence or certify that:
 - all individuals appearing in the content are over the age of 18 years old (or minimal age required to appear in such content by their State, jurisdiction or Country if more than 18 years old); that they freely consented to appear in the content at the time of its production and agree to its upload on Pornhub;
 - as producer of said content, the Verified Uploader certifies being compliant with record keeping requirements under U.S.C. § 2257 for all content uploaded on Pornhub, and agrees to deliver such documentation promptly upon request;

- the uploaded content does not violate notyesterday.com his TOS, and any of its related policies namely but without limitation, its Child sexual Abuse Material Policy or Non-Consensual Content Policy.
- We always report Users who infringe these rules.

2.DMCA

1. Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the “DMCA”) or any other applicable intellectual property legislation or laws. Responses may include removing, blocking or disabling access to material claimed to be the subject of infringing activity, terminating the user’s access to <https://www.notyesterday.com>, (“NotYesterday”) or all of the foregoing.

If you believe any material accessible on NotYesterday infringes your copyright, you may submit a copyright infringement notification and send it to copyright@notyesterday.com These requests should only be submitted by the copyright owner or an agent authorized to act on the owner’s behalf.

If we remove or disable access to material in response to such a notice, we will take reasonable steps to notify the user that uploaded the affected content material that we have removed or disabled access to so that the user has the opportunity to submit a counter notification (see below, “Counter-Notification Procedures” for instructions on filing a counter notification). It is our policy to document all notices of alleged infringement on which we act.

All copyright infringement notifications and counter-notifications must be written in English. Any attempted notifications written in foreign languages or using foreign characters may, at our discretion, be deemed non-compliant and disregarded.

2. Filing a DMCA Notice of Copyright Infringement

If you choose to request removal of content by submitting an infringement notification, please remember that you are initiating a legal process. **Do not make false claims. Misuse of this process may result in the suspension of your account or other legal consequences.**

You may notify NotYesterday of alleged copyright infringement *via* copyright@notyesterday.com To help speed up the process of take-down copyrighted content you must take in accordance the following points.

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material. If your complaint does not contain the specific account of

whom placed the material (video or picture) you believe infringes your rights, we may be unable to locate and remove it. General information about the video, such as a channel, group or username, is typically not adequate. Please include the date of posting(s) of the exact material.

- Adequate information by which we, and the uploader(s) of any video(s) you remove, can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law..
- A statement that the information in the written notice is accurate, and under penalty of perjury, that you are the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
- Complete complaints require the physical or electronic signature of the copyright owner or a representative authorized to act on their behalf. To satisfy this requirement, you may type your full legal name to act as your signature at the bottom of your complaint.

Our Copyright Department to receive DMCA Notices is:

- Grey-Link BV
- Paterwoldseweg 806
- 9728BM
- Groningen, The Netherlands
- Email: copyright@notyesterday.com

Please do not send other inquiries or requests to our copyright department. Absent prior express permission, our copyright department is not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to receive valid DMCA Notices or Counter-Notices (as defined below) is expressly disclaimed.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on NotYesterday is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

The copyright owner's name will be published on NotYesterday in place of disabled content. This will become part of the public record of your DMCA Notice, along with your description of the work(s) allegedly infringed. All the information provided in a DMCA Notice, the actual DMCA Notice (including your personal information), or both may be forwarded to the uploader of the allegedly infringing content. By submitting a DMCA Notice, you consent to having your information revealed in this way.

3. Counter-Notification Procedures

If you have received a DMCA Notice and believe that material you posted on NotYesterday was removed or access to it was disabled by mistake or misidentification, you may file a counter-

notification with us (a “**Counter-Notice**”). Counter notifications must be submitted by the video’s original uploader or an agent authorized to act on their behalf.

Counter-notices must be sent to this department:

- Grey-Link BV
- Paterwoldseweg 806
- 9728BM
- Groningen, The Netherlands
- copyright@notyesterday.com

Please do not send other inquiries or requests to our copyright department. Absent prior express permission, our copyright coworkers are not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to receive valid DMCA Notices or Counter-Notices (as defined below) is expressly disclaimed.

Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your name, address, phone number and physical or electronic signature;
- Identification of the allegedly infringing content and its location before removal or access to it was disabled;
- A statement under penalty of perjury that you believe in good faith that the content was removed by mistake or misidentification; and
- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which you are located (or if you are outside the U.S., for any judicial district in which the operator of NotYesterday may be found), and that you will accept service of process from the person who originally provided us with the DMCA Notice or an agent of such person.

We will not respond to counter notifications that do not meet the requirements above.

After we receive your Counter Notice, we will forward it to the party who submitted the original DMCA Notice and inform that party that the removed material may be restored after 10 business days but no later than 14 business days from the date we received your Counter Notice, unless our Designated Agent first receives notice from the party who filed the original DMCA Notice informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that when we forward your Counter Notice, it will include your personal information. By submitting a counter notification, you consent to having your information revealed in this way. We will not forward the counter notification to any party other than the original claimant or to law enforcement or parties that assist us with enforcing and protecting our rights.

Please be aware that if you knowingly materially misrepresent that material or activity on NotYesterday was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

4. Repeat Infringers

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating or disabling, in appropriate circumstances and at our sole discretion, the accounts of users who are deemed to be repeat infringers. We may also at our sole discretion limit access to NotYesterday, terminate or disable the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.