

## TERMS AND CONDITIONS

**LAST UPDATED: NOVEMBER 19, 2024**

NOTE: These Terms of Service were drafted in English. If these Terms of Service are offered in any language other than English it shall be for information purposes only and, in case of conflict between the English-language version and any translation thereof, the English-language version will prevail.

### 1. INTRODUCTION

By entering and using the website [www.createporn.com](http://www.createporn.com) ("Create Porn"), or any of our Affiliated Websites (collectively, the "Site"), to access Our services ("Services") you agree to be bound by this "Agreement" (the "Terms and Conditions"). These Terms and Conditions are a binding agreement between you ("You") and the operator of the Site (the "Company", "Create Porn" "Us", "Our", "We").

Please read the following terms carefully:

This Agreement applies to all Users whether they are Members or not. You become a "User" by accessing the Site, including any Affiliated Websites, or Service in any way. You become a "Member" by registering with the Site for an account, as described below. An unregistered User may browse parts of the Site but may not generate AI Generated Content. Only Members may purchase "Subscription" plans or "Gems" to generate AI Generated Content.

If You are seeking information regarding any illegal activities, please leave this Site immediately and do not attempt to use the Services. You acknowledge that You are aware of the community standards in your community, and You will only access the Content and Content on the Site and/or use the Services if You believe that the Content and Content on the Site does not offend the community standards prevalent in Your community.

Violation of any of the terms below will result in the termination of your Member account.

### 2. NO ACCESS BY MINORS

In order to access this Site, You MUST be of the age of majority in Your jurisdiction. You hereby warrant and represent that You are at least eighteen (18) or the age of majority in Your jurisdiction, and that You have the legal capacity to enter into these Terms and Conditions. You are hereby advised to leave this Site immediately if you are not of the age of majority in your jurisdiction. Any misrepresentation on Your part of the above provision shall not render liability onto Us.

### 3. PROHIBITED CONTENT

**NO CHILD PORNOGRAPHY - NO ACCESS TO OR EXPLOITATION OF MINORS OR CHILDREN PERMITTED.**

Our Service strictly prohibits any form of access or exploitation of minors or children from the Site. Our policy is expressly designed to protect minors and deter any Users or Members from engaging, participating or otherwise assisting any form of the exploitation of minors, whether such use or access is actual, simulated or potential. In furtherance of Our strict policy, all Users and Members are strictly prohibited from generating, requesting, distributing, accessing, soliciting, mentioning, sharing, discussing or otherwise communicating or publishing any content or communications that in any way relate to child pornography or the exploitation of minors or children, including simulated or "roleplaying" type conduct. This includes any form of child pornography, deepfakes with intent to distribute, or violence/gore involving

minors. Violation of this policy will result in a permanent ban and flagging of your account, and law enforcement will be notified as part of our strict compliance process.

**In order to further Our zero-tolerance policy, You hereby acknowledge that We reserve the right to report suspected violations to applicable law enforcement agencies. Furthermore, You agree that You will report any visual depictions that appear to depict minors on Our Site. If You see any visual depictions that are questionable, You agree to report these images or characters by contacting Us at: [contact@createporn.com](mailto:contact@createporn.com)**

Our full list of prohibited content can be viewed here: [Prohibited Content](#). As this list is not exhaustive, we reserve the sole right to make a determination as to which content is found in violation of Our Terms of Service.

### **3.1 CONTENT MODERATION POLICY**

We use a variety of tools and procedures to moderate the content on the Site. One of these procedures involves processing takedown requests by Users. If Users see any content which they believe should be removed from the Site, they should click the “report” button and provide a reason for the takedown request. Our policy is to resolve all reported content complaints within 30 calendar days. If you wish to apply for an expedited process, you can request it by contacting US at: [contact@createporn.com](mailto:contact@createporn.com). We strive to consider any evidence submitted during our content moderation procedures, but reserve the right to approve or deny any request for an expedited process. In the event that we receive or discover evidence of illegal content or content which we consider in violation of Our Terms of Service, it will be removed immediately.

## **4. SERVICES ON OUR PLATFORM**

This Site features an artificial intelligence tool that can be used by Members to create and generate images featuring adult content as well as virtual fictional characters appearing in content (the “AI Generated Content”). By using this Site, you understand and acknowledge that the AI Generated Content consists of characters that are created and generated by artificial intelligence and are not real individuals. All characters depicted in the AI Generated Content are represented as being over 18 years old. The owners and operators of this Site believe its Content and the AI Generated Content to be non-obscene erotic expression. You acknowledge and stipulate that all of the Content and AI Generated Content contained or delivered by the Site or in connection with the Services consist of expressive artistic content that is fully protected by Section 2 of the Canadian Charter of Rights and Freedoms, the First Amendment of the United States Constitution, and other similar legal principles.

As all explicit images are AI Generated Content and do not involve the use of real life male or female models, Our platform is exempt from 18 U.S.C 2257 Record-Keeping Requirements.

You acknowledge and understand that some or all of the content on Site and transmitted via our Services may be inappropriate for viewing by minors. You acknowledge that you are aware of the nature of such content provided by or through the Site and our Services and that you are not offended by such content, and that you access the Site and Services freely, voluntarily, willingly, and for your own personal enjoyment.

## **5. MEMBERSHIP**

By signing up to become a Member of Create Porn, you are also becoming a Member of, and will have the same level of access to Our Affiliated Websites. Our Affiliated Websites include:

<https://www.createhentai.com>  
<https://www.createaiasian.com>  
<https://www.createaishemale.com>  
<https://www.createaigayporn.com>  
<https://www.createaifurry.com>  
<https://www.createaiebony.com>  
<https://www.createaibbw.com>  
<https://www.createailatina.com>  
<https://www.createaiindian.com>  
<https://www.createaimilf.com>

You hereby agree to provide the Company with true, complete and up-to-date information regarding your registration information. Any Member providing the Company with information that is not true, complete and up-to-date shall not be permitted to continue to use the Site, and may be subject to civil and criminal liability. You agree to provide the Company with a valid email address for Site verification purposes and for quality assurance. This means that You are agreeing to allow the Company to send you verification emails and other emails regarding the Service of the Site. By becoming a registered Member of the Site, You agree to receive from the Site commercial emails about the services and products of the site and its partners. You are solely and entirely liable for all of the activities in which you engage on the Site and through our Service, including any such activity that You engage in through your mobile phone and/or email address.

Please note that as a Member you may not permit any other person or entity to use your account. You must keep your account credentials strictly confidential and may not disclose them to any person. By signing up to become a Member of the Site, You expressly agree to refrain from forwarding, publishing or otherwise disseminating any Content to third parties via any means of communication or distribution.

You may not assign or transfer any of your rights or obligations under these Terms and Conditions to any other person or entity. You must promptly inform the Company of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password. Members who are not permitted to continue to use the Site may not access the Site or receive any Services without the prior express written permission of the Company.

Users do hereby acknowledge and agree that Users shall not be permitted to access the content generator tool until such User becomes a Member in accordance with the registration process set forth on the Site. Users who do not become Members shall not be permitted to access features such as content generation and shall solely be permitted to view the Content and AI Generated Content that is made available on this Site.

## **6. SUSCRPTIONS & GEM PURCHASES**

Create Porn offers different types of membership subscription options (a "Subscription"). Each Subscription option offers different features and pricing, which depends upon the selected membership subscription option. The price and features contained within each membership subscription option are subject to change in accordance with these Terms and Conditions. A Member may elect to change the selected membership subscription option provided however that a selection of a lower priced membership subscription option will only take effect upon the subsequent billing cycle whereas the election to upgrade to a higher-priced plan will result in an immediate payment of the difference in price between the subscription membership option. In the event of any change that is made to the pricing or featuring offered under a particular membership subscription option; Create Porn will make reasonable efforts to provide reasonable notice to affected Members of any such changes.

You acknowledge and agree that each paid Subscription option will be billed in accordance with the Member's selected Subscription option. You do thereby agree to pay all fees for the membership subscription option that You have selected and do thereby authorize the Payment Processors to bill You the appropriate fee, applicable taxes and any other disclosed charges for the Services using the billing information that You have provided. All membership subscription options will automatically renew at the

stated subscription rate. The terms of your selected payment method may be determined by agreements between you and the financial institution or debit/credit card issuer and may include foreign transaction fees. You agree to be responsible for the agreed upon Subscription fee and that Your membership subscription may be terminated in the event of Your failure to pay the agreed upon Subscription amount.

Members may purchase a Subscription or Gems which can be spent on the Site to access the AI content generating tool. Information about how to purchase and use Gems can be found here:

<https://createaiart.zendesk.com/hc/en-us/articles/27554214886555-What-Are-Gems>. Gem prices are displayed for your acceptance prior to purchase. Gems have no cash value and are used solely for entertainment purposes on this Site. Unused Gems are not eligible for any full or partial refunds.

If you believe that any error has been made in connection with any Gem spend, billing charge or purchase, you must provide written notification of such error to Create Porn within thirty (30) calendar days of the day in which the error first occurred by submitting an email to [contact@createporn.com](mailto:contact@createporn.com) with a detailed explanation and statement of details regarding the disputed charge. Your failure to notify Create Porn of such error shall constitute a waiver of Your right to dispute the charges.

If you have any questions about purchases or billing, please feel free to contact the Company's customer service at: [contact@createporn.com](mailto:contact@createporn.com)

## **7. BILLING**

By registering to become a Member of Our Site and to then purchase a Subscription or Gems, You agree to the billing terms and costs that are displayed on our Site and as may otherwise be found on the Payment Processor's respective website. As an express condition of your membership and access to our Services, You agree to pay all fees applicable to Your purchase. Our Site utilizes billing companies such as CCBill and Subscribestar (each a "Payment Processor"). If multiple Payment Processors are joined utilizing any payment method, Member's statement may list each individual purchase that comprise the transaction. We do not control the terms of or have access to the accounting services of such Payment Processors. You are encouraged to read the policies and terms of the applicable Payment Processor which can be found on the relevant Payment Processor's website

<https://ccbill.com/cs/policies/TC-consumer-english.html> and <https://subscribestar.com/tos>. We are not liable for any technical or billing matters which arise from the Payment Processor's actions or inactions. You acknowledge and agree that Your sole communication and recourse regarding such billing matters must solely be addressed to the applicable Payment Processor

Please be advised that We will not have any additional information if You attempt to make a purchase and your method of payment is declined. In this case You may wish to contact the relevant merchant or banking company to inquire as to why the charge was declined, or to otherwise try using a different payment method.

## **8. CANCELLATION & REFUND POLICY**

You may cancel your membership to our Site and for the Services at any time. Cancellations can be made by following the instructions found on this link:

<https://createaiart.zendesk.com/hc/en-us/articles/26871493112987-How-do-I-cancel-my-subscription>.

No refunds will be issued for the early cancellation of a Subscription plan or for any unused Gem purchases that may be made, however Create Porn reserves the right, in its sole discretion, to adjudicate a request for refunds on a case-by-case basis. Cancellation of the Services will terminate your membership and you will no longer be able to access any of the Membership features such as use of the

AI content generating tool. Members are liable for charges incurred from purchases made until the date of the termination.

All SubscribeStar refunds should be forwarded to: [refund@subscribestar.adult](mailto:refund@subscribestar.adult)

## **9. CARDHOLDER DISPUTES/CHARGEBACKS**

All chargebacks are thoroughly investigated and may prevent future purchases through any applicable Payment Processor, depending on the particular circumstances. Prior to filing a chargeback, We encourage You to contact the Company's customer service as the filing of a chargeback may result in the termination or suspension of Your account. Fraud claims that are submitted may result in the prevention or the suspension of our Service and/or the prevention of future payments from being made by Member's issuer.

## **10. AUTHORIZATION OF USE**

Users of the Site are hereby authorized a single access right to access the service or material located at the Site. This access right shall be granted for sole use to one User. All Memberships are provided strictly for personal use and shall not be used for any commercial purposes or by any other third parties. Commercial use of either the Site, Our Service or any Content or AI Generated Content that is not owned by You is strictly prohibited unless authorized by Us in writing. No Content, AI Generated Content or material not owned by You contained on the Site may be transferred to any other person or entity, whether commercial or non-commercial. No Content, AI Generated Content or material that is not owned by You that is contained within the Site may be distributed through peer-to-peer networks or any other file sharing platforms. In addition, Content and AI Generated Content that does not belong to You may not be modified, or altered, or used for any rental, sale, or display. Content and AI Generated Content shall include any copyright, trademarks, or other proprietary rights arising thereof. Payment Processor and the Site reserve the right to terminate a User's or Member's access rights to the Site at any time if the provisions to these Terms and Conditions are breached. In the case that the terms are breached, the User or Member will be required to immediately destroy any information or material printed, downloaded or otherwise copied from the Site or received from the Service.

## **11. YOUR USE OF PLATFORM**

You understand and accept that Our Site and Services are strictly entertainment and recreational services. All images and characters are generated and provided for the amusement and entertainment of Our Members and Our Users.

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including, but not limited, to any applicable privacy, copyright or other intellectual property laws).

You understand that We may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. This Site contains material which is owned by or licensed to Us or used with permission of our clients or users. This material includes, but is not limited to, wording, design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. This Site and all items published by the Company are subject to any and all

applicable copyrights, trademarks, and patents of the Company. All trademarks reproduced on the Site which are not the property of, or licensed to, the Company are acknowledged on the Site.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Site, Service or Company, or any other service thereof. Unauthorized use of this Site may give rise to a claim for damages and/or be a criminal offense. You agree to act in a legal and appropriate manner at all times.

## **12. INTELLECTUAL PROPERTY RIGHTS**

The Create Porn name, logo, and all product names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of Create Porn. Except for AI Generated Content; all media contained on this Site including, but not limited to text, images, audiovisual content, source code, trademarks, service marks and trade names are owned or licensed by Create Porn (the "Content"). The use or misuse of any such Content, marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited. The Company reserves the right to remove any Content. In addition, the Company shall be entitled to cause You to cease using the Site and obtaining any Services, and to terminate your account immediately in the event that the Company deems You to be in violation of these Terms and Conditions. All materials on the Site, including those pursuant to the provision of any Services and Content, are proprietary, constitute valuable intellectual property, are copyrighted and are protected under treaty provisions and United States and/or worldwide copyright laws, and may not be reproduced, copied, edited, published, transmitted or uploaded in any way without written permission from the Company. You shall not download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content which are not permitted in the Terms and Conditions.

## **13. PROMOTIONAL EMAILS AND SPAM**

Create Porn maintains a strict zero-tolerance anti-SPAM policy. We expressly forbid any third party from sending any sort of solicited or unsolicited promotional emails on behalf of the Company or the Site. The Company will only send promotional emails to you if you have registered on the Site. If you receive any such email, you will be given the opportunity to unsubscribe from future emails by following the instructions in the email. If you believe you have received any unsolicited messages or any communication which constitutes SPAM from Us, please contact at: [contact@createporn.com](mailto:contact@createporn.com)

## **14. CODE OF CONDUCT & ASSUMPTION OF RISK**

You agree that when using the Service, you shall comply with all applicable laws, rules and regulations. Additionally, you agree that you will not:

- 1) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- 2) harm minors in any way.
- 3) impersonate any person or entity, including, but not limited to a Company official, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material or information transmitted through the Service.

- 5) upload, post, email, transmit or otherwise make available any material or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- 6) upload, post, email, transmit or otherwise make available any material or information that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party.
- 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 9) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- 10) Attempt to interfere with or disrupt Our provision of the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service. We reserve the sole right to make a determination regarding a User's attempt to disrupt the Service and act accordingly.
- 11) intentionally or unintentionally violate any applicable local, state, national or international laws or regulations.
- 12) "stalk" or otherwise harass another;
- 13) collect or store personal data about other users; or
- 14) reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, any data or Content on the Service, use of the Service, or access to the Service.

You expressly understand and agree and hereby assume the risk that:

- 1) any material downloaded or otherwise accessed through the use of the Service is done at Your own discretion and risk and that You are solely responsible for any damage to Your computer system or loss of data that results from the download of any such material.
- 2) no advice or information, whether oral or written, obtained by You from the Company or through or from the service shall create any warranty not expressly stated in the Terms and Conditions.

## **15. DISCLAIMER**

THE COMPANY PROVIDES THE SERVICE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". THE COMPANY TRIES TO KEEP THE SERVICE AVAILABLE, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY DOES NOT GUARANTEE THAT THE SERVICE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SERVICE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. THE COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE

THE COMPANY FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU. USER UNDERSTANDS THAT CREATE PORN CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING OR OTHERWISE ACCESSIBLE FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. USER IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY MEMBER PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR THE RECONSTRUCTION OF ANY LOST DATA. CREATE PORN DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR MEMBER USE OF THE INTERNET. USER'S USE OF THE SITE IS AT THEIR OWN RISK. THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CREATE PORN DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CREATE PORN DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SITE, MESSAGES AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT UNEXPECTED MATERIAL OR RESULTS MAY BE GENERATED THROUGH THE SERVICES. CREATE PORN DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICE IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE RESULTS OF THE USE OF THE SERVICE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. USER, AND NOT CREATE PORN, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE OR THE SERVICES. CREATE PORN MAKES NO WARRANTIES THAT MEMBER USE OF THE SITE OR THE SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT. CREATE PORN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE APPROPRIATENESS OR AUTHORIZATION FOR USE IN ALL COUNTRIES, STATES, PROVINCES, COUNTIES OR ANY OTHER JURISDICTIONS OF THE RESULTS OF THE SERVICE. IF MEMBER CHOOSES TO ACCESS THE SITE OR USE THE SITE'S SERVICES, MEMBERS DO SO ON MEMBER OWN INITIATIVE AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS.

## **16. LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, ASSOCIATES, AFFILIATES, LICENSORS, PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (even if Company has been advised of the possibility of such damages), AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICE, THE CONTENT, THE AI GENERATED CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, WARRANT, OR



OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT COMPANY WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE SERVICE TO CONFORM TO THE CODES OF CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (c) ANY UNAUTHORIZED ACCESS TO, USE OF OR ALTERATION TO OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE, (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT OR AI GENERATED CONTENT, (f) YOUR USE OR INABILITY TO USE THE SERVICE, (g) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE OR (h) ANY OTHER MATTER RELATED TO THE SERVICE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SERVICE WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

## **17. BOOKMARKING**

The Site is designed such that a User wishing to visit portions of the Site potentially including adult content may be warned that he/she must be of age because he/she is entering an "adult" area. The act of placing a web page (URL) into a temporary file on your browser so that you may return to that page at a future date directly, without passing through any pages that may have been precedent ("bookmarking") may under certain circumstances result in the bypass of these warnings. Use of such bookmarks constitutes agreement by You that such warnings may be bypassed. Bookmarking may also cause You to bypass links to these Terms and Conditions. You hereby agree that the use of such bookmarks to enter into the Site constitutes Your acceptance of the Terms and Conditions.

## **18. THIRD PARTY LINKS AND PRODUCTS**

Our Services may contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other website content owned, operated, licensed, or controlled by third parties.

Through or in connection with the Site and the Services, We may provide You with links to other websites, and offers for products and services of third parties. We have no control over such third party sites or over such products and services. We are not responsible for and do not endorse (a) the content of such third party sites, (b) the products or services offered by such third parties or (c) the privacy and other practices of such third parties. Nor are we responsible for the availability of such sites or products or services offered by such third parties. Any links, images, characters or content which is found to be in violation of these Terms and Conditions shall be promptly removed by Us.

## **19. RESTRICTED LOCATIONS**

The laws of Your individual city, county, state, province or nation may regulate the activity discussed or promoted by the Site, or by third parties communicating on the Site. Check Your local laws before taking part in any such activities. The Site and Services may not be accessed, viewed, downloaded or otherwise received in any country or location in which doing so would, or could be deemed a violation of any law, regulation, rule, ordinance, edict or custom. You represent and warrant that you are not located in an area where such content is prohibited or restricted and that you will not access the Site or utilize the Service or any such Content made available in connection therewith in any such location. The Company is not responsible for any restriction or prohibitions that are imposed by Us or any third party, including government bodies, upon You to the Site or our Services. You also represent that the jurisdiction from which you access the Site does not prohibit the receiving or viewing of sexually explicit content.

## **20. INDEMNIFICATION**

You shall indemnify and hold the Company, the owners and operators of the Company and the Site as well as their members, managers, officers, directors, employees, agents, contractors, licensors and licensees harmless, against any and all expenses and/or losses, including reasonable attorney fees, incurred by the Company in connection with any claims of any kind, that result directly or indirectly from Your activities, actions, inactions, misrepresentations, breaches or falsities in connection with the Company including without limitation on the Site or via the Services. Such claims shall include, without limitation, claims in respect of any violation of law in any of the AI Generated Content.

## **21. NOTICE**

Notices by the Site to Members may be given by means of electronic messages through the Site and/or Services, by a general posting on the Site, or by electronic mail or mobile messaging. Notice or communications by Members or Users to Company shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications, inquiries, questions, complaints, cancellations or notices regarding the site must be directed to Create Porn at: [contact@createporn.com](mailto:contact@createporn.com)

## **22. ARBITRATION**

THE PARTIES CONSENT AND STIPULATE THAT THE EXCLUSIVE VENUE OF ANY ARBITRATION PROCEEDING AND OF ANY OTHER PROCEEDING UNDER THIS AGREEMENT SHALL BE ONTARIO, CANADA (the "Agreed Venue"). For this purpose, the Parties also expressly consent to

personal jurisdiction in the Agreed Venue. Any controversy or claim arising out of or relating to the Company, the Site, the Services or these Terms and Conditions shall first be resolved by good faith discussions between the parties. If the dispute is unable to be resolved, the dispute must be settled by arbitration in accordance with the Canadian Arbitration Association Arbitration Rules. The location of the arbitration proceeding shall be in the province of Ontario, Canada. The number of arbitrators shall be three. Canadian law shall apply. Judgment of the award may be entered in any competent court. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. The arbitrators shall have no authority to award punitive damages or injunctive relief. The cost of the arbitration proceeding shall be paid by the unsuccessful party. The arbitrators will be entitled to award the arbitration fees and expenses as damages in his/her discretion. This section shall survive the termination or cancellation of these Terms and Conditions. In the event that such controversy or claim results in a lawsuit, the venue of such lawsuit shall Ontario, Canada. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

### **23. ENTIRE AGREEMENT**

These Terms and Conditions comprise the entire agreement between the Company and you, superseding any prior agreements between the Company or any predecessor company and you.

### **24. SEVERABILITY**

If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any of these Terms and Conditions are invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **25. HEADERS AND FOOTERS**

Headers and Footers of sections in these Terms and Conditions are included for convenience only and shall not be used to interpret these Terms and Conditions.

### **26. WAIVER**

No failure or delay on the part of Company in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

### **27. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada, without giving effect to the principles thereof relating to conflict of laws.

### **28. ACKNOWLEDGEMENT**

BY USING THE SERVICE AND COMPANY'S SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS IN THEIR ENTIRETY, AND THAT YOU AGREE TO BE BOUND BY THEM.

Please note that you may be subject to additional rules and regulations that may apply when you use specific features on the Site or the Service. The Company shall vigorously enforce all these rules and regulations. These Terms and Conditions contain disclaimers as well as exclusive remedy provisions. The Company may, from time to time, change the Terms and Conditions, including with respect to billing. You agree to review the Terms and Conditions and the relevant rules and regulations periodically and to be updated of such changes. In case you do not wish to remain a Member due to the change in the Terms and Conditions or the relevant rules and regulations, you may terminate your membership as provided herein. Please note that your continued use of the Site and any Services following any change to the Terms and Conditions or the relevant rules and regulations, constitutes acceptance of all such changes. Bypassing our billing system is strictly forbidden.