

## TERMS OF SERVICE

*Last Modified: June 30, 2025*

### Acceptance of the Terms of Service

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), govern your access to and use of [www.thumbzilla.com](http://www.thumbzilla.com) (hereinafter "Thumbzilla" or this "Website"), including any content, functionality and services offered on or through this Website as a guest. These Terms of Service apply to this Website (web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs", or other online or wireless offerings that post a link to these Terms of Service), whether accessed via computer, mobile device or other technology, manner or means.

Please read the Terms of Service carefully before you start to use this Website. By using this Website or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Notice, found at <https://www.thumbzilla.com/information#privacy>, incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Notice, you must not access or use this Website.

If you access or use this Website, whether you click to accept or not, you agree to all of the various terms in these Terms of Service. If you do not understand all of these Terms of Service, you should consult an attorney before agreeing to any of these Terms of Service.

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

We may also offer other websites that are governed by different terms of service. You shall abide by their terms.

### 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 this Website from and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 or the applicable age of majority, you are not permitted to reach out to us or use this Website. You also represent that the jurisdiction from which you access this Website does not prohibit the viewing of sexually explicit content.

### Changes to the Terms of Service

We may modify or revise these Terms of Service from time to time in our sole discretion and you agree to be bound by such modifications or revisions. You are expected to periodically review the most up-to-date version found at <https://www.thumbzilla.com/information#terms>, so you are aware of any changes, as they are binding on you.

If we change anything in these Terms of Service, the change will be reflected in the "last modified date". You agree that you will periodically review these terms and refresh the page when doing so. You agree to note the date of the last revision. If the "last modified" date is unchanged from the last time you reviewed these Terms of Service, then they are unchanged. On the other hand, if the date has changed, then there have been changes, and you agree to re-review these Terms of Service, and you agree to the new ones.

All changes are effective immediately when we post them and apply to all access to and use of this Website thereafter. The updated version supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect. If you do not review the new terms as posted, then you agree that you have waived your right to do so, and you are therefore bound by the updated conditions, even if you failed to review the new ones. You are on notice of changes, and your failure to review the amended terms is your own omission. By continuing to use this Website subsequent to us making available an amended version of these Terms of Service, you thereby acknowledge, agree to and consent to such amendment.

### About Our Website

Thumbzilla allows for the general viewing of various types of adult-oriented content by visitors or viewers who desire to view visual depictions of adult-oriented content, including sexually explicit images. In addition, Thumbzilla does not allow neither does it own the adult-oriented content, including that of a sexually explicit nature on its Website.

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

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

This Website is for adult-oriented content. Other categories of content may be deleted.

You understand and acknowledge that when using Thumbzilla, you will be exposed to content from a variety of sources, and that Thumbzilla 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 Thumbzilla with respect thereto, and agree to indemnify and hold Thumbzilla, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of this Website.

### Accessing this Website

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

restrict access or use to some parts of this Website, or the entire Website.

Without prejudice to the other provisions of this section, access to the Website (either in whole or in part i.e., to certain services) may be made temporarily unavailable or otherwise restricted in certain jurisdictions, and/or to certain users and/or user categories including, but not limited to, following relevant and applicable legislative requirements to do so.

Where such restriction is required, we reserve the right to take measures to prevent access to our Site (either in whole or in part) in certain jurisdictions and/or for certain categories of users in order to comply with any legal or legislative obligations imposed on us, or as otherwise deemed appropriate, in our sole discretion.

You are responsible for:

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

To access this Website or some of the resources it offers, you may be asked to provide certain information. It is a condition of your use of this Website that all the information you provide on this Website is correct, current, and complete. You agree that all information you provide on this Website, including but not limited to through the use of any interactive features on this Website, is governed by our Privacy Notice found at <https://www.thumbzilla.com/information#privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

When you leave our website to interact with third-party service providers, and you provide information, including account or credit card or other payment information, you agree to review all policies and agreements applicable to your 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.

### **Authorization of Use**

Commercial use of either this Website or any material found within is strictly prohibited unless authorized by this Website. No material within this Website may be transferred to any other person or entity, whether commercial or non-commercial. No material within this Website may be distributed through peer-to-peer networks or any other file sharing platforms. In addition, materials may not be modified, or altered. Materials may not be displayed publicly, or used for any rental, sale, or display. Materials shall extend to copyright, trademarks, or other proprietary notices there from.

### **Our Intellectual Property**

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

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

Certain materials available on or through this Website are content we purchased or licensed (collectively, our "Works"). Our Works may be protected by copyright, trademark, patent, trade secret and/or other laws, and we reserve and retain all rights in our Works and this Website. We hereby grant you a royalty-free, limited, revocable, non-sublicensable, and non-exclusive license to access our Works solely for your personal use in connection with using this Website. You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display the Works or any adaptations thereof unless expressly set forth herein. Such conduct would exceed the scope of your license and constitute copyright infringement.

Thumbzilla provides an "embeddable player" feature, which you may incorporate into your own websites for use in viewing the content on this Website. You may not modify, build upon or block any portion or functionality of the embeddable player in any way, including but not limited to links back to Thumbzilla.

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

### **Online Safety Act - Rules Applicable to Australian Users, If Any**

For the purposes of this section:

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

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

Per the provisions of the Online Safety Act (2021) (the "OSA") Australian Users hereby must ensure and subsequently warrants that:

- Any content uploaded or attempted to be uploaded to this Website is in adherence to our Terms described herein.
- Any audiovisual content uploaded or attempted to be uploaded to this Website does not contain Illicit Material.
- You reserve the right to and shall take any action it deems necessary in order to limit, prevent, remove, or otherwise moderate any content which infringes the provisions of this section and/or any other, applicable terms. You shall also ensure, to the extent possible, that you comply

with the provisions of this section.

- We have a zero-tolerance policy towards the solicitation, access, generation, distribution, or storage of any content that involves the depiction of children or features Class 1A Material in any capacity. All child sexual exploitation/abuse material that we identify or are made aware of will result in the immediate removal of the content in question as well as the immediate removal of its uploader from this Website. Without prejudice to all other rights reserved for action against the above (including account suspension, removal of infringing content etc.), we report all cases of apparent child sexual exploitation/abuse material to the National Center for Missing and Exploited Children.

### **Prohibited Uses**

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

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

- violate any law (including without limitation laws related to torts, contracts, patents, trademarks, trade secrets, copyrights, defamation, obscenity, pornography, rights of publicity or other rights) or encourage or provide instructions to another to do so;
- act in a manner that negatively affects other users' ability to use this Website, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- use this Website in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- deploy programs, software or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial-of-service attack or similar conduct;
- deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- exceed your authorized access to any portion of this Website;
- remove, delete, alter, circumvent, avoid or bypass any digital rights management technology;
- modify without permission any part of this Website;
- obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through this Website;
- exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

- use this Website in any manner that could disable, overburden, damage, or impair this Website or interfere with any other party's use of this Website, including their ability to engage in real time activities through this Website;
- use any robot, spider or other automatic device, process or means to access this Website for any purpose, including monitoring or copying any of the material on this Website without our prior written consent;
- use any manual process to monitor or copy any of the material on this Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of this Website;
- 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 this Website or our services;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer or database connected to this Website;
- attack this Website via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise attempt to interfere with the proper working of this Website.

### **Monitoring and Enforcement**

This Website takes a powerful stand against any form of child exploitation or human trafficking. If we discover that any content involves underage individuals, or any form of force, fraud, or coercion, we will remove the content and submit a report to the proper law enforcement authorities. If you become aware of any such content, you agree to report it to this Website by contacting [legal@thumbzilla.com](mailto:legal@thumbzilla.com) or clicking the Content Removal link at the footer of this Website.

We do not undertake to review content before it is posted on this Website and cannot ensure prompt removal of objectionable content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

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

## Copyright and Other Intellectual Property

Thumbzilla respects the intellectual property of others and requires that you do the same. You may not email, transmit or otherwise make available any content that infringes any copyright, patent, trademark, trade secret, privacy, publicity or other proprietary rights of any person or entity.

Thumbzilla operates a clear copyright policy in relation to any content alleged to infringe the copyright of a third party. Details of that policy can be found at <https://www.thumbzilla.com/information#dmca>. If you believe that any content violates your copyright, please see our copyright policy <https://www.thumbzilla.com/information#dmca> for instructions on sending us a notice of copyright infringement.

Thumbzilla is not in a position to mediate trademark disputes between trademark owners. Thumbzilla is willing to perform a limited investigation of reasonable complaints and will remove content in clear cases of infringement.

## Abuse Reporting

This Website does not permit any form of revenge porn, blackmail, or intimidation. Violations of this policy can be reported to us immediately.

## Reliance on Information Posted

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

This Website includes content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in the content are solely the opinions and the responsibility of the third party. 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 this Website

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

## Information about You and Your Visits to this Website

All information we collect on this Website is subject to our Privacy Notice <https://www.thumbzilla.com/information#privacy>. By using this Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

## Collection and Use of Your Usage Information by Advertisers and Others

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

## Linking to this Website and Social Media Features

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

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

- link from your own or certain third-party websites to certain content on this Website;
- send e-mails or other communications with certain content, or links to certain content, on this Website;
- cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- cause this Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website 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 discretion.

## Links from this Website

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over, and assumes 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 websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Further, you agree to release us from any and all liability arising from your use of any third-party website, content, service, or software accessed through this Website.

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

### **Permitted Disclosures of Personal Information**

Thumbzilla 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 with us through this Website. Thumbzilla will not disclose any personally identifiable information if it collects or obtains such from you except: (i) as described in these Terms of Service or our Privacy Notice; (ii) after obtaining your permission to a specific use or disclosure; (iii) if Thumbzilla 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); (iv) as required to protect Thumbzilla's property, safety, or operations, or the property or safety of others; or (v) to a business that acquires Thumbzilla, or the assets of Thumbzilla in connection with which such information has been collected or used; or (vi) as otherwise required by law.

### **Indemnification**

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

### **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, ITS SITE OPERATOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITE AND GOODS OR SERVICES PURCHASED AND 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 THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS 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 (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR SERVICES. THE WEBSITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND, THE WEBSITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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

### **Limitation of Liability**

To the fullest extent allowed by law, Thumbzilla, its site operator, its parent corporation and their respective officers, directors, employees, and agents shall not be responsible or liable to you for any loss or damage of any sort incurred as the result of the following:

- delaying, rejecting, or removing any or all content at any time for any or no reason whatsoever with or without notice to you,
- modifying or discontinuing temporarily or permanently, this Website (or any part thereof) with or without notice to you for any or no reason whatsoever,
- immediately terminating your visit to this Website for any or no reason whatsoever and with or without notice to you,
- the accuracy, usefulness or availability of any information posted to or through this Website,
- 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 this Website,
- personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website,
- any unauthorized use of our secure servers and/or any and all personal information and/or financial information stored therein,

- any interruption or cessation of transmission to or from our Website,
- any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Website by any third party, and/or
- any loss or damage of any sort incurred by you as a result of interactions you have with third-party advertisements or service providers, or third-party websites, found on or through this Website, including payment and delivery of related goods or services, and any other terms, conditions, policies, warranties or representations associated with such dealings.

In no event shall we be liable to you for any incidental, indirect, punitive, statutory, exemplary, expectation, special, or consequential damages whatsoever (including damages for loss of profit, loss of goodwill, interruption, loss of business information or any other financial loss) in association with any individual or class-action claim, or any loss, damage, action, suit or other proceeding relating to or arising under or out of the Terms of Service, even if we have been notified of the possibility of such damages, whether the action is founded upon contract, infringement of intellectual property rights, tort, negligence or other grounds.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE WEBSITE SHALL NOT BE LIABLE FOR CONTENT OR 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.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

### **Governing Law**

These Terms of Service and the relationship between you and us shall be governed by the laws of Cyprus, as an agreement wholly performed, negotiated, and executed therein without regard to conflict of law rules. You agree that: (i) this Website shall be deemed solely based in Cyprus; and (ii) this Website shall be deemed a passive Website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Cyprus. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate court located in Limassol, Cyprus. You hereby submit to the jurisdiction and venue of said courts. You consent to service of process in any legal proceeding.

Any claim by you that may arise in connection with these Terms 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.

### **Notice of Litigation**

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

### **Your Comments and Concerns**

This Website is operated by Aylo Freesites Ltd, 105-197 Old Nicosia-Limassol Rd., Block 1, Nicosia, Cyprus 2540.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to this Website should be directed to the relevant address: [support@thumbzilla.com](mailto:support@thumbzilla.com)

In accordance with Articles 11 and 12 of Regulation (EU) 2022/2065 (the "Digital Services Act" or "DSA"), by registering as a User on this Website (and by using the same), you expressly and specifically consent to receiving electronic communications from us relating to your account. We provide multiple contact options in compliance with the DSA, which you can use for communications on topics specific to the DSA: you can reach us via email at [dsa@thumbzilla.com](mailto:dsa@thumbzilla.com), through our [Webform](#), or by mailing us at Aylo Freesites Ltd, Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone, 2540, Nicosia, Cyprus.

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on this Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination of the Terms of Service, you will no longer have a right to view content.

### **Waiver and Severability**

No waiver of by Thumbzilla or its site operator 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 of Thumbzilla or its site operator 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 held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

### **Entire Agreement**

The Terms of Service, our Privacy Notice, and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to this Website.

**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 Thumbzilla without restriction.

**Fees**

You acknowledge that the Website reserves the right to charge for its services and to change its fees from time to time in its discretion. Furthermore, in the event the Website terminates your rights to use the Website because of a breach of these Terms of Service, you shall not be entitled to the refund of any unused portion of subscription fees.

**Miscellaneous**

No party, nor any of the parties' respective attorneys, shall be deemed the drafter of this agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between the parties.

Except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to this agreement. For the purpose of clarity, Thumbzilla' representatives, managers, partners, joint venturers, employees, and agents are intended third-party beneficiaries.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Service.

The headings in these Terms of Service are for convenience only and have no legal or contractual effect.