

# Customer Terms and Conditions (18+)

Dated April 29,2025

These Customer Terms and Conditions (18+) are entered into between you ("**You**" or "**User**") and Flushee LTD, a company incorporated under the laws of the Republic of Cyprus, with its registered office at Irodi Attikou 8A, Lakatamia, 2332, Nicosia, Cyprus ("**We**", "**Flushee**", "**Hornyvilla.com**", or the "**Company**").

By accessing, viewing, or using the Website, the Game, or any Services provided by Hornyvilla.com, You expressly acknowledge and agree to be legally bound by the terms, conditions, and provisions set forth in this Agreement. It is essential that You read this Agreement carefully before using any part of the Services.

**IF YOU DO NOT AGREE TO ANY UPDATED TERMS, OR IF YOU DO NOT MEET THE AGE REQUIREMENTS SPECIFIED HEREIN, OR IF YOUR ACCESS OR USE OF THE SERVICES IS PROHIBITED UNDER THE LAWS OF YOUR JURISDICTION, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES.**

## 1. Definitions

1.1. "**Agreement**" refers to these Customer Terms and Conditions (18+), including any documents incorporated by reference, such as the Privacy Policy, Cookie Policy, End-User License Agreement (EULA), and any other policies posted on the Website.

1.2. "**Account**" means the personal account created and maintained by a User in order to access and use the Services, including participation in the Game and management of Credits and Additional Content.

1.3. "**We**", "**Flushee**", "**Hornyvilla.com**", or the "**Company**" refers to Flushee LTD, a company incorporated under the laws of the Republic of Cyprus, with its registered office at Irodi Attikou 8A, Lakatamia, 2332, Nicosia, Cyprus, which operates the Game and provides the Services.

1.4. "**Website**" or "**Site**" refers to the domain Hornyvilla.com and its subdomains, including all associated content, technologies, and services made available through it as part of the Game platform.

1.5. "**Authorized Game Platform**" refers to any authorized digital environment through which the Game is made available to Users, including the Website, browser-based versions, and any third-party distribution platforms or game portals operated by or on behalf of the Company. When accessing the Game through a third-party Authorized Game Platform, the terms, policies, and procedures of that platform — including but not limited to refund policies, user account rules, and payment processing terms — may apply in addition to this Agreement.

1.6. **"User"** means any individual who accesses, uses, or interacts with the Services provided by Hornyvilla.com, whether registered or unregistered.

1.7. **"Game"** refers to the online interactive experience, including all content, features, and Additional Content available therein. The Game may be accessed via the Website or through other authorized game platforms or distribution channels where it is made available by or on behalf of Hornyvilla.com.

1.8. **"Services"** means all services provided by Hornyvilla.com, including but not limited to access to the Game, the Website, Additional Content, Credits, User Accounts, communications, promotional activities, and any digital offerings associated with the Game.

1.9. **"Member name"** means the username or player name selected by the User during registration, used to identify the User within the Game.

1.10. **"Points System"** refers to any system implemented within the Game that awards points, rewards, or benefits to Users based on their activities, participation, or achievements.

1.11. **"Credits" (also referred to as "Gold," "Bucks," or "Internal Currency")** are a type of digital goods made available to Users as part of the Services, which may be obtained through participation in promotional or in-game activities, or purchased for real money, and may be used to access Additional Content within the Game.

1.12. **"Content"** means all visual, textual, audio, video, and digital materials made available through the Services, including but not limited to game graphics, animations, characters, backgrounds, interfaces, code, data files, music, sound effects, visual effects, logos, icons, and other digital assets, whether owned by Hornyvilla.com or licensed from third parties. All Content is protected by intellectual property laws and may not be used except as expressly authorized in this Agreement.

1.13. **"User Content"** means any data, text, images, graphics, audio, video, communications, feedback, suggestions, or other materials that You create, submit, upload, post, transmit, or otherwise make available within or through the Game.

1.14. **"Additional Content"** means virtual items, premium features, upgrades, customizations, character enhancements, or any other in-game digital content made available for access or redemption by using Credits, sold directly as separate paid offerings, or provided freely as part of promotions, events, or other service features. Hornyvilla.com reserves the right to modify, restrict, or permanently remove any Additional Content at its sole discretion, without notice or liability to the User.

1.15. **"Prohibited Use"** means any activities or behaviors by Users that are expressly forbidden under these Terms, including but not limited to fraudulent activities, abuse, harassment, cheating, circumvention of security features, or use of the Services in violation of applicable law.

1.16. **"Shop Page"** refers to the designated section of the Website or Game interface where Users may purchase Credits, Additional Content, or other paid digital offerings by selecting from the available offers. All such offers are made available at

the sole discretion of Hornyvilla.com and may be changed, limited, modified, suspended, or removed at any time without notice or liability. Hornyvilla.com does not guarantee the continued availability of any specific offer, item, price, or feature displayed on the Shop Page.

1.17. **"Third-Party Providers"** means any independent third parties who provide services to Hornyvilla.com or to Users in connection with the Services, including but not limited to payment processors, hosting providers, advertising networks, analytics providers, and technology partners. Hornyvilla.com is not responsible for the actions, omissions, or policies of Third-Party Providers unless otherwise expressly stated.

1.18. **"Device"** means any desktop computer, laptop, mobile phone, tablet, gaming console, browser software, or other hardware or software system owned or controlled by the User that is used to access and interact with the Services.

1.19. **"Promotions" (or "Promotional Activities")** means limited-time offers, events, bonuses, giveaways, discounts, or similar activities conducted by Hornyvilla.com to incentivize engagement with the Game or Services. Participation in Promotions may be subject to additional terms and conditions and may be modified, suspended, or discontinued by Hornyvilla.com at any time without prior notice.

## **2. Age-Restricted Materials and Age Restricted Access**

2.1. Access to and use of the Services are strictly limited to persons who are at least 18 (eighteen) years old, or the age of majority in their jurisdiction, whichever is greater. **Individuals who are under the age of 18 (eighteen) or the age of majority are strictly prohibited from accessing or using the Services for any purpose.**

2.2. By accessing and using the Services, You represent and warrant that You are at least 18 (eighteen) years old. If You are under the required age, You must immediately cease all use of the Services.

2.3. Hornyvilla.com reserves the right to implement and apply technical measures to verify the age of its Users, including but not limited to requiring date of birth confirmation, electronic ID verification, or other mechanisms deemed necessary to comply with applicable law.

2.4. We expressly disclaim any responsibility or liability for access to or use of the Services by individuals who misrepresent their age or otherwise circumvent age verification procedures. Users who misrepresent their age shall be solely responsible for any legal consequences arising from such misrepresentation.

## **3. Prohibited Use**

3.1. You represent and warrant that Your access to the Services is not prohibited by applicable export control laws, sanctions, or regulations. You agree not to use the Services in any jurisdiction where such use is unlawful.

3.2. It is Your sole responsibility to ensure that Your use of the Services complies with all applicable local, national, and international laws and regulations. Specifically, You may not access or use the Services if You are located in a jurisdiction where viewing or possession of sexually explicit Content is illegal, including but not limited to countries such as Saudi Arabia, United Arab Emirates, Iran, China, and others where applicable laws prohibit such Content.

3.3. By accessing or using the Services, You represent and warrant that Your access is not prohibited by any applicable law in Your jurisdiction. Hornyvilla.com disclaims any liability for any use of the Services in violation of any local laws.

## **4. Account and Password**

4.1. You are responsible for maintaining the confidentiality of Your Member name and password. You are responsible for all uses of Your Account, whether or not authorized by You. You agree to immediately notify Hornyvilla.com of any unauthorized use of Your Account.

4.2. You acknowledge and agree that Hornyvilla.com may, in its sole discretion, suspend or terminate Your Account if it suspects unauthorized use, fraud, or violation of these Terms and Conditions. You further agree to pay all charges incurred under Your Account, including charges resulting from unauthorized use, to the fullest extent permitted by applicable law.

## **5. Use of Services and Credits**

5.1. Hornyvilla.com may provide Users with access to an online game platform, including but not limited to interactive gaming experiences, digital content, Additional Content, subscriptions, customization features, entertainment services, and the ability to obtain Credits. The Services are offered solely for Your personal, non-commercial entertainment purposes, subject to these Terms and Conditions. Hornyvilla.com reserves the right to add, modify, remove, suspend, or discontinue any aspect of the Services at its sole discretion without liability to You.

5.2. As part of the Services, Users may obtain access to Credits. Credits may be obtained free-of charge through in-game activities or promotional activities, or by purchasing a pack of Credits through available payment methods. All such Credits may be only redeemed for Additional Content available within the Game. When the User redeems certain Credits for Additional Content, Hornyvilla.com grants the User with a personal, non-commercial, limited license to use such Additional Content only within the Game.

5.3. All Credits and Additional Content are part of the Services and are intended solely for entertainment purposes within the Game. Credits have no real-world monetary value, are non-transferable, and cannot be redeemed for cash, real-world goods, or services outside the Game. **You are expressly prohibited from selling, trading, gifting, or transferring Credits or Additional Content, unless explicitly authorized by Hornyvilla.com.**

5.4. Purchases of Credits may be processed through third-party service providers. Your relationship with such providers may be governed by their own terms and conditions, and Hornyvilla.com assumes no responsibility for the acts, omissions, or errors of any third-party provider.

5.5. Hornyvilla.com reserves the right, at its sole discretion, to manage, regulate, modify, control, or eliminate Credits, Additional Content, or any part of the Services, without any liability to You or any third party.

5.6. You are solely responsible for maintaining the security of Your Account and any Credits or Additional Content associated with it. Hornyvilla.com shall not be liable for any loss of Credits, Additional Content, or related Services resulting from unauthorized access to Your Account.

5.7. Use of the Game is subject to the licensing terms outlined in the End-User License Agreement, which governs access rights and restrictions.

## **6. Payment**

6.1. You may purchase Credits, Additional Content, or other paid digital offerings by selecting from the available offers presented to You on the Shop page within the Game or other authorized sections of the Website. Available offers may be limited in time, scope, or availability and are subject to change at Hornyvilla.com's sole discretion.

6.2. All payments are processed by authorized third-party payment service providers. Hornyvilla.com does not collect, store, or process Your payment information directly. You may be required to provide accurate and up-to-date billing information, including a valid payment method, to the relevant third-party provider in accordance with their terms and conditions. You represent and warrant that You are authorized to use the selected payment method.

6.3. Your relationship with any third-party payment provider may be governed by separate contractual terms. Hornyvilla.com assumes no responsibility or liability for any acts, omissions, errors, interruptions, or failures on the part of such third-party providers.

6.4. Upon successful authorization and acceptance of Your payment, the corresponding amount for the selected offer will be charged to Your designated payment method. All pricing information will be clearly displayed on the Shop page prior to confirmation.

6.5. All prices are stated in the applicable currency and may include applicable taxes, unless otherwise indicated. You are responsible for any additional charges, such as currency conversion fees or bank service charges imposed by Your payment provider.

6.6. In the event that a billing error, payment failure, chargeback, or reversal is reported by a third-party payment provider, Hornyvilla.com reserves the right to take corrective action, including adjusting Your Account, suspending access to the Services,

or seeking lawful repayment. If a payment is declined, reversed, or disputed, Hornyvilla.com may suspend or terminate Your access to the Services until full payment is confirmed by the relevant payment provider.

6.7. All billing, payment, or transaction-related inquiries must be directed exclusively to the third-party payment service provider through which the transaction was made. Hornyvilla.com does not process payments directly and will not respond to or engage in support requests related to billing issues, payment disputes, chargebacks, or transaction confirmations.

## **7. Refund Policy**

7.1. All purchases made through the Services, including but not limited to Credits, Additional Content, and other paid digital offerings, **ARE FINAL AND NON-REFUNDABLE**, except where required by applicable law.

7.2. By completing a purchase, You expressly acknowledge and agree that You will gain immediate access to the purchased Services and that Your right of withdrawal is waived to the fullest extent permitted under applicable law.

7.3. Hornyvilla.com does not issue cash refunds under any circumstances, except in cases where persistent technical failures originating solely from our systems prevent delivery of the purchased Services, and where such issues are not resolved within a reasonable time after proper notification.

7.4. In rare cases, and at its sole discretion, Hornyvilla.com may choose to offer a resolution in the form of Credits or equivalent in-game value to address specific customer service issues. Such gestures do not constitute an admission of fault or obligation and shall not be interpreted as a waiver of this Refund Policy.

7.5. Payments are processed by authorized third-party payment providers that implement advanced anti-fraud and charge protection measures. Hornyvilla.com is not liable for unauthorized transactions resulting from a breach of Your Account credentials. You remain responsible for all charges incurred through Your Account.

7.6. If You access or purchase the Game or any related digital offerings through a third-party game platform or authorized distribution channel, that platform's refund policies may apply in place of this Refund Policy. Hornyvilla.com does not control and is not responsible for the refund or payment processing practices of such external platforms. Users must refer to the applicable terms of the platform used to complete the transaction.

## **8. User Conduct**

8.1. You agree to use the Game, Website, and all related Services in a lawful, respectful, and responsible manner. You shall not, directly or indirectly, engage in any conduct that violates these Terms, applicable law, or the rights of others.

8.2. Prohibited conduct includes, but is not limited to, the following:

- (a) Harassing, threatening, abusing, defaming, or otherwise interfering with the enjoyment of the Services by other Users or staff;
- (b) Using or promoting hate speech, discriminatory content, or any expression that targets individuals based on race, gender, sexual orientation, religion, nationality, or other protected characteristics;
- (c) Impersonating another person, User, staff member, or representative of the Company;
- (d) Engaging in spam, advertising, commercial solicitation, or distributing unauthorized promotional materials within the Game or Website;
- (e) Exploiting, reverse engineering, modifying, or attempting to gain unauthorized access to any part of the Game, its backend systems, or other Users' Accounts;
- (f) Circumventing age verification systems or misrepresenting Your age or identity;
- (g) Uploading, sharing, or displaying unlawful, obscene, offensive, or sexually explicit content beyond what is expressly permitted within the scope of the Game's intended adult themes;
- (h) Participating in or facilitating cheating, hacking, bots, macros, or any unauthorized third-party tools or scripts;
- (i) Encouraging or facilitating any conduct that would constitute a criminal offense or give rise to civil liability.

8.3. You are solely responsible for any content or communication You contribute or transmit through the Services. Hornyvilla.com reserves the right, at its sole discretion, to remove any Content or take any enforcement action if Your conduct violates this clause or undermines the integrity of the Game or community.

8.4. Repeated or severe violations of this clause may result in Account suspension, cancellation, or referral to legal authorities, as further provided in Clause "Cancellation or Suspension".

## **9. Moderation and Enforcement**

9.1. Hornyvilla.com reserves the right, but not the obligation, to monitor, review, moderate, or investigate any activity, behavior, or Content related to the use of the Services, including in-game interactions, profile information, communications, and any user-generated content.

9.2. Hornyvilla.com may, at its sole discretion and without notice, remove, restrict, edit, or disable access to any Content or suspend or terminate any Account that it determines to be in violation of these Terms and Conditions, applicable laws, or community standards, or that it deems to be offensive, abusive, disruptive, harmful, or otherwise inappropriate.

9.3. You acknowledge that Your use of the Services is subject to behavioral and Content standards enforced by Hornyvilla.com, and that determinations regarding the appropriateness of any action or Content shall be made exclusively by Hornyvilla.com.

9.4. Hornyvilla.com is not responsible or liable for any Content, behavior, or actions of Users and assumes no responsibility for monitoring all activity or for failing to take action in response to violations.

9.5. Hornyvilla.com reserves the right to freeze, restrict, suspend, or permanently terminate any Account, or to remove or restrict access to any Content, at its sole discretion, without providing prior notice, report, or explanation to the affected User.

9.6. **Objections and Internal Complaint Handling.** Users have the right to submit an objection to any moderation decision taken by Hornyvilla.com, including Content removal, restriction, suspension, or termination of an Account.

9.7. Objections must be submitted through the designated support channels provided on the Website and must include sufficient identifying information, such as the User's Account details and the specific decision being contested.

9.8. Hornyvilla.com shall review any objection within a reasonable timeframe and provide a response indicating whether the original decision is upheld, modified, or reversed. However, Hornyvilla.com is not obliged to provide a detailed or individualized justification beyond the principal reason initially communicated.

9.9. Submitting an objection does not automatically result in the reinstatement of access, restoration of removed Content, or reversal of any enforcement action during the review period.

9.10. Hornyvilla.com's decision following the internal review shall be final and binding. No compensation, refund, or restoration of Credits, Additional Content, or Services shall be provided in the event that the original enforcement action is upheld.

9.11. Nothing in this Clause shall limit Hornyvilla.com's ability to take additional action where necessary to protect the integrity of the Services, comply with legal obligations, or address ongoing violations.

## **10. Cancellation or suspension**

10.1. Hornyvilla.com reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or permanently cancel Your access to the Services, including but not limited to Your Account, Credits, Additional Content, or any other paid or free digital offerings, if You violate any provision of:

- (a) these Terms and Conditions;
- (b) the End-User License Agreement;
- (c) any other policy, rule, or document posted on the Website and made part of the user agreement framework;



- (d) the Prohibited Use provisions;
- (e) attempt or conduct any unauthorized or fraudulent payments;
- (f) engage in illegal activity or activity reasonably suspected to be unlawful;
- (g) fail to resolve or respond to moderation-related violations or enforcement actions;
- (h) where Hornyvilla.com determines, at its discretion, that Your Account or related activity has been or is being used to conduct, facilitate, or conceal illegal, abusive, or otherwise unauthorized behavior, regardless of whether such use constitutes a formal violation of a specific clause;
- (i) fail to meet or maintain the age requirements defined in these Terms.

10.2. Such suspension or cancellation may also occur in, but is not limited to, the following circumstances: – unauthorized access to or use of another User’s Account; – manipulation of the Game or Credits system; – use of bots, scripts, or automation tools; – payment reversals, chargebacks, or suspected fraud; – abusive, unlawful, or harassing behavior toward Hornyvilla.com staff or other Users.

10.3. Hornyvilla.com may take any technical, contractual, or legal action necessary to protect the integrity of the Services, including permanent bans, IP blocking, or cooperation with law enforcement.

10.4. In the event of cancellation or suspension under this Clause, You are not entitled to any refund, compensation, or restoration of Credits, Additional Content, or Services.

10.5. Hornyvilla.com may investigate suspected violations and its determinations shall be final. Hornyvilla.com is not obligated to disclose the results of any internal investigation or enforcement action.

## **11. Term and Termination**

11.1. These Terms and Conditions shall remain in full force and effect while You access or use the Services, the Website, or the Game.

11.2. **Termination by User.** You may terminate Your Account and discontinue Your use of the Services at any time by following the Account closure procedures provided on the Website or by contacting Hornyvilla.com customer support. Termination by the User does not entitle the User to any refund, compensation, or transfer of Credits, Additional Content, or other digital items, except where required by applicable law.

11.3. **Termination by Company.** Hornyvilla.com reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate Your access to the Services, including but not limited to Your Account, Credits, Additional Content, or any other digital offerings, at any time, for any reason, including but not limited to:

- (a) Violation of these Terms and Conditions, the EULA, or any other policy or rule posted on the Website;

- (b) Breach of applicable laws or regulations;
- (c) Unauthorized, fraudulent, or suspicious activity;
- (d) Failure to comply with age restrictions;
- (e) Prohibited use or abusive behavior under Clause “User Conduct”;
- (f) Non-payment or chargeback of applicable fees.
- (g) If required to comply with applicable laws, governmental orders, or regulatory obligations, without any liability to the User;
- (h) Withdrawal of consent to essential data processing necessary to deliver the Services as specified in Privacy Policy.

11.4. In the event of termination by the Company, You shall not be entitled to any refund, credit, compensation, or recovery of any Credits, Additional Content, or other data associated with Your Account, except where required by applicable law.

11.5. Upon termination of this Agreement for any reason:

- (a) All rights and licenses granted to You under these Terms and Conditions shall immediately cease;
- (b) You must immediately cease all use of the Services, Website, and Game;
- (c) Hornyvilla.com may permanently delete or disable Your Account and any associated data, subject to applicable data retention policies and legal obligations.

11.6. Any provisions of these Terms and Conditions which by their nature should survive termination (including but not limited to disclaimers, limitations of liability, indemnification, and governing law provisions) shall survive the termination of this Agreement.

## **12. Warranties and disclaimers**

12.1. The Services and all Content provided via the Website and the Game are offered on an "AS IS" and "AS AVAILABLE" basis. Except agreed by Hornyvilla.com in writing, contractors, agents, dealers or distributors of Hornyvilla.com or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties. While reasonable efforts are made to ensure the accuracy and reliability of the information presented, Hornyvilla.com assumes no responsibility or liability for any inaccuracies, omissions, or errors.

12.2. Hornyvilla.com may offer beta features or experimental Services on an as-is basis without any warranty, and may modify or discontinue them at any time without notice.

12.3. HORNYVILLA.COM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-

INFRINGEMENT, OR AS TO THE OPERATION OF THIS SITE OR THE CONTENT. HORNYVILLA.COM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS SITE. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. HORNYVILLA.COM DOES NOT WARRANT THAT THE SITE OR THE SERVERS WHICH MAKE THIS SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY HORNYVILLA.COM ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS.

12.4. The use of the Service through the Site is done at Your own discretion and risk and with Your agreement that You will be solely responsible for any damage to Your Device, loss of data, or other harm that results from such activities. Hornyvilla.com assumes no liability for any computer virus or other similar software code that is downloaded to Your Device from the Site or in connection with any Service or products offered through the Site.

12.5. IN NO EVENT SHALL HORNYVILLA.COM OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS SITE OR THE CONTENT, PRODUCTS, SERVICE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS SITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF [HORNYVILLA.COM](http://HORNYVILLA.COM) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST HORNYVILLA.COM PERTAINING TO OR IN CONNECTION WITH THIS SITE MUST BE COMMENCED AND NOTIFIED TO HORNYVILLA.COM IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW OR LIMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL CIRCUMSTANCES.

12.6. The Services may contain links to third-party websites or resources. Hornyvilla.com is not responsible for the availability, accuracy, or Content of such external resources, and links are provided for Your convenience only.

### **13. Third-Party Services**

13.1. The Game and the Services may be made available through third-party Authorized Game Platforms, portals, or distribution channels that are not operated by Hornyvilla.com. When accessing or purchasing the Game or any related content through a third-party Authorized Game Platform, the terms, policies, refund procedures, and rules of that platform may apply in addition to this Agreement. Company is not responsible for, and disclaims all liability arising from, the acts, omissions, policies, or terms of any third-party Authorized Game Platforms.

13.2. All payments and transactions for Credits, Additional Content, or other digital offerings may be processed by authorized third-party payment service providers. By making a payment, you agree to comply with the terms and conditions of the applicable payment provider. Company does not collect, store, or process payment information directly and is not responsible for the actions, errors, security measures, or refund practices of any payment provider.

13.3. Any issues relating to transactions, refunds, cancellations, chargebacks, or disputes that occur through third-party Authorized Game Platforms or payment providers must be addressed directly with the relevant third party, subject to their applicable policies. Company shall not assist and has no obligation to intervene in disputes between Users and third parties.

### **14. Intellectual Property**

14.1. All intellectual property rights in and to the Game, the Website, the Services, and all related Content (including but not limited to characters, graphics, animations, artwork, music, code, and user interface elements) are owned by Hornyvilla.com or its licensors and are protected by applicable copyright, trademark, and other intellectual property laws.

14.2. Nothing in these Terms shall be construed as granting any rights, licenses, or ownership to the User except as expressly permitted under the End-User License Agreement.

14.3. Use of the Game and associated Content is subject to the licensing terms and restrictions set forth in the EULA, which forms an integral part of Your agreement with Hornyvilla.com.

### **15. Miscellaneous**

15.1. **No Guarantee of Compatibility or Availability.** Flushee LTD does not guarantee that the Game will be compatible with all devices, operating systems, browsers, or hardware environments, or that it will be available at all times without interruption, errors, or delays. You are solely responsible for ensuring that Your device, internet connection, and software environment meet the technical requirements necessary to install, access, and use the Game. Flushee LTD shall not be liable for any

failures or inability to access or use the Game due to hardware limitations, network problems, software conflicts, or other compatibility issues on Your end.

**15.2. Indemnification.** You agree to indemnify, defend, and hold harmless Flushee LTD, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, and representatives, from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) Your use or misuse of the Game;
- (b) Your breach of these Terms and Conditions, other policies or any applicable law;
- (c) Your violation of any rights of a third party, including but not limited to intellectual property rights or privacy rights.

**15.3. Governing Law and Jurisdiction.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law principles. Any disputes arising out of or related to These Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts of Nicosia, Cyprus.

**15.4. Force Majeure.** Flushee LTD shall not be liable for any failure or delay in performance under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, embargoes, acts of civil or military authorities, natural disasters, pandemics, labor disputes, failures of internet service providers, or interruptions of hosting services.

**15.5. Assignment.** Flushee LTD may assign or transfer its rights and obligations under these Terms and Conditions, in whole or in part, to any third party without Your prior consent. You may not assign, transfer, or delegate any of Your rights or obligations under these Terms and Conditions without the prior written consent of Flushee LTD.

**15.6. Entire Agreement.** These Terms and Conditions, together with the EULA, Privacy Policy, the Cookie Policy, and any other applicable rules or policies published by Flushee LTD, constitutes the entire agreement between You and Flushee LTD regarding Your use of the Game and supersedes any prior or contemporaneous agreements, communications, or understandings, whether oral or written.

These Customer Terms and Conditions govern Your access to and use of the Services, including purchases, Credits, Additional Content, account management, user conduct, moderation, payment processing, refunds, and related activities. Your license to install, access, and use the Game, and all matters relating to the Game's software, intellectual property rights, permitted use, restrictions, and ownership, are governed separately by the End-User License Agreement (EULA). You must comply with the EULA, Privacy Policy, the Cookie Policy, and any other applicable rules or policies published by Flushee LTD in addition to these Terms and Conditions when accessing or using the Game.

15.7. **Amendments.** Flushee LTD reserves the right to modify, update, or amend these Terms and Conditions at any time at its sole discretion. Any such changes shall take effect upon being published on the Website or at a later date indicated in the updated EULA. Continued use of the Game after any changes constitutes Your acceptance of the amended EULA. If You do not agree to the updated terms, You must immediately cease using and uninstall the Game.

15.8. **Severability.** If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

15.9. **No Waiver.** The failure of Flushee LTD to exercise or enforce any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver must be made in writing and signed by an authorized representative of Flushee LTD.

15.10. **Electronic Communications.** Consent By accessing or using the Game, You consent to receiving communications from Flushee LTD electronically, including via email, in-game notifications, or on the Website. You agree that all agreements, notices, disclosures, and other communications that Flushee LTD provides to You electronically satisfy any legal requirement that such communications be in writing.

**Effective Date:** 1 July 2025

**Document Status:** This Schedule forms part of, and must be read together with, the Customer Terms and Conditions (18+) and the End-User Licence Agreement (collectively, the “User Agreement”). Where there is any conflict, this Schedule prevails in respect of Users in the United Kingdom or Users accessing the Services from the United Kingdom.

“OSA 2023” means the Online Safety Act 2023 of the United Kingdom.

“Ofcom” means the Office of Communications, the statutory regulator under the OSA 2023.

“UK User” means any natural person who (i) is physically present in the United Kingdom **or** (ii) accesses the Services using a UK-registered payment method, telephone number, or Internet Protocol (IP) address reasonably associated with the United Kingdom.

Other capitalised terms have the meaning given to them in the User Agreement.

2.1 This Schedule applies to all UK Users and governs the publication or display of **pornographic content** within the meaning of Part 5 OSA 2023.

2.2 If a provision of this Schedule conflicts with any other part of the User Agreement, the provision in this Schedule controls solely for UK Users.

3.1 **Legal Obligation.** In accordance with sections 72–77 OSA 2023, we must ensure that *children* (persons under 18 years) are **not normally able to encounter** pornographic content on the Services.

3.2 **Highly Effective Age Assurance.** Prior to granting a UK User access to any pornographic content, we will apply a “highly effective” age-assurance measure, as that term is defined in Ofcom’s *Guidance on Highly Effective Age Assurance and other Part 5 Duties* (the “Ofcom Guidance”).

3.3 **Acceptable Methods.** The following age-verification or age-estimation solutions (individually or in combination) are recognised by Ofcom as capable of meeting the “highly effective” standard and may be deployed by the Company:

- Digital photo-ID matching against a government-issued document (passport, driving licence, CitizenCard, etc.), verified by a certified identity-service provider;

- Facial age-estimation technology meeting ISO/IEC 24027 or equivalent accuracy benchmarks;
- Mobile Network Operator (MNO) age-check utilising the UK Age Verification Association (AVA) standard;
- Open-Banking (Account Information Service) verification confirming that the account holder is 18+; and
- Credit or debit card verification *combined* with 3-D Secure authentication and date-of-birth matching held by the card issuer.

**3.4 Prohibited Methods.** Self-certification tick-boxes, non-verified payment details, or relying solely on the user’s declaration **do not** satisfy the “highly effective” threshold and are not used for UK Users.

**3.5 No Preview.** No still image, clip, or textual description capable of causing a sexual response will be displayed until the age-assurance process has been successfully completed.

**3.6 Anti-Circumvention Controls.** Technical and organisational measures—including rate-limiting, session binding, automated detection of anonymisation tools (e.g. VPNs), and regular integrity checks—are maintained to prevent circumvention.

## 4. Implementation Framework

**4.1 Third-Party Providers.** We engage only providers that: (a) are certified under the Age Check Certification Scheme (“ACCS”) or an equivalent, (b) operate under UK GDPR / DPA 2018, and (c) provide independent conformity-assessment reports on accuracy and bias.

**4.2 User Flow.**

*Step 1:* User is informed that age verification is mandatory to continue;

*Step 2:* User selects one of the approved verification methods;

*Step 3:* The provider performs verification and returns a *yes/no* token—no date of birth or document image is retained by the Company;

*Step 4:* A non-transferable age-verified session credential is stored (max 30 days) to minimise repeated checks.

**4.3 Accessibility & Fairness.** At least one non-biometric verification route is offered at no monetary cost to the user. Reasonable adjustments are available for disabled users in line with the Equality Act 2010.

**4.4 Review Cycle.** Effectiveness metrics (false-negative and false-positive rates, attempted circumventions) are reviewed quarterly and after any material platform change.

## 5. Data Protection & Privacy

**5.1 Lawful Basis.** Processing is necessary for compliance with a legal obligation (Article 6(1)(c) UK GDPR).



**5.2 Data Minimisation.** We receive only the minimum data needed—typically a binary confirmation of “18 or over.” ID images or biometric templates are processed exclusively by the third-party provider and are not stored by the Company.

**5.3 Retention.** Age-verified tokens are retained for a maximum of 30 days or until the user deletes their account, whichever is sooner. Backend logs required for security and audit are retained for up to 12 months.

**5.4 Security Measures.** All data in transit is protected with TLS 1.3 or higher; all data at rest is encrypted with AES-256 or better.

**5.5 User Rights.** UK Users may exercise their rights of access, deletion, or restriction by contacting the Compliance Manager (see section 7).

## **6. Record-Keeping & Transparency**

**6.1 Internal Records.** The Company maintains contemporaneous records of (a) the chosen age-assurance methods, (b) the decision-making process, (c) accuracy tests, (d) vendor due-diligence, and (e) quarterly effectiveness reviews.

**6.2 Public Statement.** A concise, plain-language *Age Assurance Summary* is published on the Website, describing (i) why age assurance is required, (ii) which methods are used, and (iii) how user privacy is protected.

**6.3 Audit Trail.** Upon lawful request from Ofcom, we will provide relevant documents within 10 UK business days.

## **7. Ofcom Engagement & Compliance Contact**

**7.1 Named Individual.** The Company designates:

**Christos Raptis**, Online Safety Compliance Manager  
Flushee LTD, Irodi Attikou 8A, Lakatamia 2332, Nicosia, Cyprus  
E-mail: [compliance@flushee.com](mailto:compliance@flushee.com) | Tel: +35799274102

**7.2 Notification Duty.** The Compliance Manager will provide Ofcom with an initial implementation plan no later than 5:00 pm (GMT) on 20 June 2025 and respond promptly to any subsequent Ofcom information request.

**7.3 Ongoing Cooperation.** The Company will:

- cooperate with Ofcom investigations under sections 100–106 OSA 2023;
- report any material security incident affecting age-assurance data within 72 hours; and
- implement remediation actions mandated by Ofcom within the specified deadlines.

## **8. Enforcement Within the Services**

**8.1** A User who attempts to bypass or otherwise undermines the age-assurance system is in material breach of the User Agreement and may have their Account suspended or

terminated without refund.  
8.2 Where the Company reasonably believes that a User is a child, access to pornographic content will be blocked pending successful verification.

## 9. General Provisions

9.1 **Severability.** Should any clause in this Schedule be held invalid, the remaining clauses remain in full force and effect.

9.2 **Amendments.** We may amend this Schedule to reflect changes in law or Ofcom Guidance. Material changes will be notified to UK Users at least 14 days in advance.

9.3 **Governing Law.** This Schedule is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

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*End of Schedule X – UK Age Assurance Addendum*