

TERMS OF USE

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE WEBSITE AND MAKING ANY PAYMENTS ON IT.

By using and accessing our website you are bound to agree to the present Terms of Service, and the applicable Privacy Policy.

1. ACCEPTANCE OF TERMS. DEFINITIONS

1.1. The following definitions are used in this Terms of use:

Playboy Magazine means a unique issue of Playboy Ukraine magazine dedicated to the Russian-Ukrainian War.

Playboy Ukraine means an official subsidiary of PLBY Group Inc in Ukraine at the moment of the Terms of Use Acceptance.

Services mean the Website and Playboy Magazine, its content, tools, transactions, and any other services available by using the Website.

Website means the website available at <https://playboy.ua/art/> along with its content, tools, transactions, and other services

1.2. The Services are distributed by OSA MANAGEMENT LP, a legal entity incorporated under the laws of the United Kingdom, (company number OC 404344), having its office at Suite 4005 43 Bedford Street, London, WC2E 9HA, England, the United Kingdom ("**we**", "**us**" "**our**" or the "**Company**").

1.3. Your access and use of the Service constitutes your agreement to be bound by these Terms of Use (the "**Terms**"), which establishes a legally binding contractual relationship between you and the Company.

2. LICENSE AND LICENSE RESTRICTIONS

2.1. Subject to your full compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, and non-transferable license to access, use and display locally the Services (as defined below), and solely for purpose of using the Services for your own personal use.

2.2. Except to the extent expressly permitted under Section 2 (License and License Restrictions) above, you shall not:

- (a) copy, reproduce, distribute, transfer (by sale, resale, renting, lending, license, sublicense, download, or otherwise), modify, create derivative works of, publicly perform, or publicly display any part of the Website or Playboy Magazine;
- (b) disrupt servers or networks connected to the Website or Playboy Magazine;
- (c) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Services; and/or

(d) circumvent, disable or otherwise interfere with security-related features of the Website and the Playboy Magazine or features that prevent or restrict the use of the Services, or copying of any content accessible via the Website or the Playboy Magazine or that enforce limitations on the use of the Website or the Playboy Magazine.

2.3. Compliance with the foregoing restrictions is a condition of the license granted to you under Section 2 (License and License Restrictions).

3. PRIVACY

3.1. Your use of the Services is also subject to our Privacy Policy, which is hereby incorporated by reference into these Terms of Service. In addition, when using certain related services and features provided by third parties in connection with the Service, you will also be subject to those third parties' terms.

3.2. The information you submit to us as part of your registration, and any data, text, and other material that you may submit or post to us ("**User Content**") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy.

4. DISCLAIMERS

4.1. THESE TERMS CONTAIN IMPORTANT DISCLAIMERS (SECTION 6), DISCLAIMERS OF WARRANTIES (SECTION 6), LIMITATION OF LIABILITY (SECTION 7), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER). UNLESS YOU OPT-OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 8, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN SECTION 8.

4.2. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE WEBSITE OR OTHERWISE USE THE SERVICE.

5. IMPORTANT DISCLAIMERS

6.1. WE MAKE NO GUARANTEES THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE,

OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR WILL PROVIDE ANY BENEFIT.

6.2. WE FURTHER MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE IN THE COURSE OF YOUR LEARNING, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL. THE TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE ARE EXCEPTIONAL RESULTS, WHICH MAY NOT APPLY TO AN AVERAGE PERSON, AND ARE NOT INTENDED TO REPRESENT OR GUARANTEE THAT ANYONE WILL ACHIEVE THE SAME OR SIMILAR RESULTS.

6. DISCLAIMER OF WARRANTIES

7.1. THE WEBSITE, THE PLAYBOY MAGAZINE, AND OTHER ASPECTS OF THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE WEBSITE, THE THE PLAYBOY MAGAZINE, AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, INTEGRATION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

7.2. THE COMPANY AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SERVICE, CONTENT, OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE, OR CORRECT; (II) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE WEBSITE OR THE PLAYBOY MAGAZINE), OR THIRD-PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE WEBSITE, THE PLAYBOY MAGAZINETBOT, AND USER CONTENT), AND THIRD-PARTY ADS

ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

7.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF INCLUDING THE WEBSITE OR THE PLAYBOY MAGAZINE OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

7.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

8.1. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO THE COURTS, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

8.2. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING AND THAT IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

8.3. YOU AND THE COMPANY, AND EACH OF ITS RESPECTIVE AGENTS, CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS TERMS, THE SERVICES, OR THE PRIVACY POLICY, UNLESS YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE EXCLUSIVE USE OF ARBITRATION FOR DISPUTE RESOLUTION.

8.4. Arbitration is a more informal way to settle disputes than a lawsuit in court. A neutral arbitrator instead of a judge or jury is used in arbitration, which allows for more limited discovery than in court, and is subject to very limited review by courts. The same damages and relief that a court can award can be awarded by arbitrators. Please see more information about arbitration at <http://www.adr.org>

8.5. A party that intends to seek arbitration must first send to the other a written notice of intent to arbitrate (a "**Notice**") by an international courier with a tracking mechanism, or, in the absence of a mailing address provided by you to us, via any other method available to us, including via e-mail. The Notice to the Company must be addressed to: 12430 Park Potomac Ave Unit 122 Potomac MD 20854 United States (as applicable, the "**Arbitration Notice Address**"). The Notice shall (i) describe the basis and nature of the claim or dispute, and (ii) set the specific relief sought (the "Demand"). If you and the Company do not reach an agreement to resolve the claim within 30 days after the Notice is received, then you or we may commence an arbitration proceeding as set forth below or file an individual claim in small claims court.

8.6. THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") WILL EXCLUSIVELY ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES (THE "**RULES**"), AS MODIFIED BY THESE TERMS.

8.7. If you commence an arbitration against us, you are required to provide a second Notice to the Company at the Arbitration Notice Address within seven (7) days of arbitration commencement. The Rules and AAA forms are available online at <http://www.adr.org> Unless your Demand is equal to or greater than \$1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee, if you are required to pay a filing fee to commence an arbitration against us, then we will promptly reimburse you for your confirmed payment of the filing fee upon our receipt of the second Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee.

8.8. The arbitration shall be conducted exclusively in English. A single, independent and impartial arbitrator with his or her primary place of business in Alexandria, Virginia (if you are from the United States) will be appointed pursuant to the Rules, as modified herein. You and the Company agree to comply with the following rules, which are intended to streamline the arbitration process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

8.9. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration clause can be enforced against a non-party to this agreement and whether a non-party to these Terms.

8.10. Barring extraordinary circumstances, the arbitrator will issue his or her final, confidential decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days upon a showing of good cause and in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles in conducting the arbitration. You acknowledge that these terms and your use of the Service evidence a transaction involving interstate commerce. The United States Federal Arbitration Act ("**FAA**") will govern the interpretation, enforcement, and proceedings pursuant to this Section 12. Any award rendered shall be final, subject to appeal under the FAA.

8.11. The abovestated provisions of this Section 8 shall not apply to any claim in which either party seeks equitable relief to protect such party's copyrights, trademarks, patents, or other intellectual property. For the avoidance of doubt, you agree that in the event the Company or a third party breaches these Terms, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against us, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.

8.12. You and we agree that notwithstanding any other rights a party may have at law or in equity, any claim arising out of or related to these Terms (including the Privacy Policy) or the Service, excluding a claim for indemnification, must be initiated with the AAA or filed in the respective court within one (1) year after the claim accrues. Otherwise, such cause of action is permanently and forever barred. This one (1) year period includes the thirty (30) day pre-dispute procedure set forth in sub-clause 12.5 above.

8.13. All claims you bring against the Company must be resolved in accordance with this Section. All claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, the Company may recover attorneys' fees and reimbursement of its costs provided that the Company has notified you in writing of the improperly filed claim, and you fail to promptly withdraw such claim.

8.14. In the event that we make any material change to this arbitration provision (other than a change to our Arbitration Notice Address), you may reject any such change by sending us written notice to our Arbitration Notice Address within thirty (30) days of the

change, in which case your Account and your license to use the Service will terminate immediately, and this Section, as in effect immediately prior to the amendments you reject, will survive the termination of these Terms.

8.15. If only clause 8.9 above or the entirety of this Section 8 is found to be unenforceable, then the entirety of this Section 8 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 14 will govern any action arising out of or related to this Agreement.

8.16. YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION.

8.17. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO 12430 PARK POTOMAC AVE UNIT 122 POTOMAC MD 20854 UNITED STATES OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT-OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

9. INDEMNITY

9.1. You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents, and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Services, (ii) your User Content, or (iii) your violation of these Terms. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. FEES AND PAYMENTS

10.1. On the Website you can purchase Playboy Magazine for the prices presented to you the Website.

10.2. The Playboy Magazine will be opened automatically to you after the purchase, so you are free to download. In addition, the electronic version of the Playboy Magazine will be sent to the email you have specified on the Website before.

10.3. Payment will be charged to the payment method you submitted at the time of purchase at confirmation of purchase. You authorize us to charge the applicable fees to the payment method that you submit (if any).

10.4. You will be charged with the amount chosen by you on the Website only one time, so no continuous relationship between you and the Company as an operator of the Website will be established.

10.5. Your purchase of the Playboy Magazine on the Website is one-time only, so it does not mean that you have bought the subscription to any other materials that were produced, are produced, or will be produced by the Company.

10.5. To the maximum extent permitted by applicable laws, we may change the price at any time. The actual price is displayed to you on the Website.

11. REFUNDS

12.1. To the extent permitted by applicable law, Purchases made from the Company's Website are non-refundable and/or non-exchangeable. Since the Service is of a digital nature, we cannot accept any request for a refund and therefore your right of withdrawal is lost at this point.

12.2. By purchasing the Playboy Magazine at the Website you acknowledge and understand that your money will be used for humanitarian aid and providing hospitals in Ukraine only.

Please contact us at info@playboy.ua to receive more information in this regard.

12. MODIFICATION (Change of the Terms of Use)

13.1. The terms of the Privacy Policy as well as all other conditions of the Playboy Magazine purchase and the Service use that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

13.2. Please make sure you've read all the terms and conditions before the purchase.

13. GOVERNING LAW

14.1. The laws of the United Kingdom, excluding its body of law governing conflicts of law principles, govern these Terms.

14.2. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the

United Kingdom. You hereby irrevocably submit to personal jurisdiction and venue in such courts and waive any defense of improper venue or inconvenient forum.

14. MISCELLANEOUS PROVISIONS

15.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

15.2. If any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

15.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements, or representations, whether written or oral, regarding such subject matter.

15.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of the Company's rights and obligations under the Agreement (unless otherwise is expressly indicated).

15.5. All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "Buy a magazine" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract with the Company. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES,

POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

15.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

15. CONTACT

16.1. If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at info@playboy.ua

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

OSA MANAGEMENT LP, Suite 4005 43 Bedford Street, London, WC2E 9HA, England, the United Kingdom

Last Updated: 4 June 2022