

**WRITTEN SUBMISSIONS TO THE
JOINT SELECT COMMITTEE ON THE DRAFT ONLINE SAFETY BILL**

Introduction

Thank you for the opportunity to provide input to the Joint Select Committee regarding the draft Online Safety Bill. The proposed Bill is a positive step towards introducing comprehensive legislation that improves online safety in the UK. As the leading British social media company, OnlyFans is building the safest online digital media platform in the world, and so we welcome the constructive approach the Government and this Committee are taking to ensure the Bill enshrines clear legal standards to protect individuals online, whilst ensuring creativity and innovation continue to flourish in the UK. We therefore wholeheartedly support the Bill.

We believe that creativity, freedom of expression, and connectivity online are at their best when people are interacting in a safe environment. Unlike many other social media platforms, OnlyFans already has put in place many of the policies and procedures proposed in the Bill and we welcome the level playing field that the Bill will create. Our approach to online safety is different from other social media because of the way we built the platform and the user experience. In particular:

- OnlyFans is only accessible to users and creators who are over the age of 18 and we have robust procedures in place to keep people who are under 18 off the OnlyFans platform.
- OnlyFans has a comprehensive identity verification process for our users, unlike other social media platforms which are open to the public and beset by anonymous members.
- OnlyFans operates on a subscription model, so the vast majority of our content is behind a paywall. 100 percent of the sexually explicit content on OnlyFans is behind a paywall and because of this, users cannot stumble across sexually explicit images like they can on other platforms.
- OnlyFans' subscription-based model means that content published exclusively on OnlyFans does not "go viral" in contrast to other social media platforms.
- OnlyFans does not have a traditional search function unlike other social media platforms that allow a user to search for a topic across an entire platform. Fans find creators on other platforms (e.g., an athlete, TV star, or influencer) and then choose to also follow them on OnlyFans.
- OnlyFans limits communications between creators and their fans. Fans cannot connect with creators without first having subscribed to, and engaged with, their content. This radically reduces cyberbullying, trolling, and the ability of internet mobs to gang up on someone.
- OnlyFans can screen direct messages between users on the platform. This means that if someone does behave unlawfully, inappropriately, or in any way which violates our

Terms of Service and/or Acceptable Use Policy , (a copy of our current Terms of Service and Acceptable Use Policy can be found at Annex 1) in direct messages, we can determine who is behind the messages and take appropriate action against that individual.

- OnlyFans does not independently monetise our fans' or creators' data for our own benefit, unlike other social media platforms. Creators' content and their data belong to them. We do not sell any fan or creator data to third-party advertisers. Our users have autonomy over the composition of their newsfeeds and the content they choose to view.
- OnlyFans utilises a comprehensive blend of state-of-the-art technologies and extensive human, manual review of content in furtherance of our mission to be the safest platform in the world. All content on the platform is screened within 24 hours of being posted by our trained team of content reviewers, who make up more than 80 percent of our employees. Additionally, all creators are reverified on a rolling cycle every 30 days. This process is described in detail below.

For all of these reasons, and many more, OnlyFans supports the introduction of the Bill. OnlyFans believes that social media platforms can, and should, be a safe space which also allow creativity to flourish, and we believe the ways in which we differ from other social media platforms support these objectives. We believe in creating a level playing field between all websites, regardless of their business model. A uniform approach, as proposed in the Bill, would ensure that all creators and users enjoy the same high level of protection and that all platforms on which such content is hosted are subject to the same stringent requirements and compliance obligations.

OnlyFans and our business model

To understand OnlyFans' perspective on the Bill, it is important to understand the OnlyFans platform and our approach to online safety. OnlyFans was established in the UK in 2016 by our British founder and CEO Tim Stokely to provide a new path for content creators. At the time, creators had two options to make money on their content: they could either share their content for free and hope that advertising or promotional revenue would follow, or they could try to catch the attention of an intermediary such as an agent or a publisher who would pay them for their content. OnlyFans provided creators with a third way that gave people control over their own content and revolutionised creator and fan connections by creating a platform that allows fans to subscribe directly to a creator's content and connect personally with the creator in the process.

As a result, OnlyFans is a unique and inclusive subscription-based platform that gives creators from all genres the ability to connect directly with their fans, monetise their content, and own their intellectual property. Our business model is simple and transparent. Unlike the traditional entertainment industry, OnlyFans gives creators meaningful, lucrative creative control and agency. Unlike other social media sites, we do not allow third-party ads or seek to monetise our fans' and creators' personal data in any way. We do all this while building the safest online digital media platform in the world.

Since its creation, over two million verified creators have joined OnlyFans to share their creative content with over 160 million subscribers . Our business model is disrupting both traditional social media and the entertainment industry and giving power back to the creative community and fans. This remarkable growth has made OnlyFans a British social media “unicorn” and is representative of the UK's enormous contribution to global innovation at the confluence of the entertainment and tech industries.

Our creators include artists, musicians, actors, influencers, chefs, athletes, photographers, adult creators, and many other genres. It is a fundamental misconception that OnlyFans is a platform which was created for, and focuses solely on, sexually explicit content. We are proud of the diversity of our creator community and we foster an inclusive and lawful approach to social media and entertainment. We work extremely hard to support our diverse community and to ensure everyone feels safe and respected on our platform.

OnlyFans is only accessible to users who are over the age of 18. Fans identify creators they want to follow – across all genres and through other traditional media and social media platforms – and then choose to also follow them on OnlyFans. The fans can then elect to pay to subscribe to the creator’s exclusive content posted on OnlyFans. This empowers individuals working in creative industries to fight back against the idea of “free content” and provides a platform for them to monetise their creative output. As Australian indie pop musician Holiday Sidewinder noted in *Slate*, *“I’m lucky enough to have a very loyal fan base...I didn’t want to feel like a charity. OnlyFans seemed to capture what I actually wanted, which was a place for my fans, subscription-based, where I could get paid to provide the content that I provide anyway.”*¹ On OnlyFans, artists and musicians like Ms. Sidewinder share unreleased demos, retail discounts, and insights into their creative process, building authentic relationships with their fans. In turn, this enables fans to foster authentic online connections with creators, from global celebrities like musician Cardi B and NFL star Terrell Owens to their local yoga instructor, favourite chef, or personal trainer.

OnlyFans empowers individuals from around the world to use their unique talents and creativity to develop and share content with audiences, new and old alike. Fitness trainer Jono Castano told the *Daily Mail Online* *“I wanted to offer my daily workouts to everyone on more of a global level. OnlyFans has expanded enormously during the pandemic and fitness has become one of the top-performing categories on the platform. Now, I’m able to further reach people all over the world — I’m getting subscribers from so many countries, most of which I may have not reached without the platform.”*²

OnlyFans also empowers organisations. Organisations which foster and promote creative content are now turning to OnlyFans in new ways that demonstrate the powerful and innovative nature of our platform. Just one example is the city of Vienna's tourism board, which recently opened an OnlyFans account *“in protest against platforms’ ongoing censorship of its art*

¹ Heather Schwedel, “We’re basically the non-porn people”, *Slate*, 26 August 2021, <https://bityl.co/98wU>

² J. Peterson, “Celebrity personal trainer Jono Castano reveals how using OnlyFans has helped expand his fitness business during the Covid pandemic”, *Daily Mail Online*, 16 September 2021, <https://bityl.co/98wV>

*museums and galleries.*³ By way of background, traditional social media platforms had censored certain classic works of art posted by a number of museums in Vienna. Specifically, the Albertina Museum's account was suspended and blocked on one social media platform for showing the works of Japanese photographer Nobuyoshi Araki. Additionally in 2018, the Natural History Museum's photograph of the 25,000-year-old Venus of Willendorf figurine was deemed pornographic and removed by another platform. Finally, the Leopold Museum has also struggled to promote the expressionist Egon Schiele and a painting by Koloman Moser. This art now is on full worldwide display on OnlyFans, safe from the threat of cultural censorship. We are proud that these traditional works of art, and more, are now available in a new and innovative way and can reach new global audiences. Helena Hartlauer, a Vienna tourist board spokesperson, told *The Guardian*, *"Of course you can work without that, but these artworks are crucial and important to Vienna – when you think of the self-portrait by Schiele from 1910, it's one of the most iconic artworks. If they cannot be used on a communications tool as strong as social media, it's unfair and frustrating. That's why we thought [of OnlyFans]: finally, a way to show these things."*⁴

The Vienna tourism board's example highlights how our platform can be used in diverse and innovative ways. We will always strive to have the safest platform in the world and are just scratching the surface of the opportunities the platform has to offer. OnlyFans has become a source of innovation, powered by organic ideas that are reaching new audiences and markets, while providing protection to freedom of expression. We are excited about the future of OnlyFans and about the unlimited possibilities ahead. As these examples demonstrate, our unique approach supports the creative economy and allows creators of all genres to develop authentic relationships with their followers and fans, whilst empowering them to maximise control over and monetise their content.

OnlyFans provides a platform to enable authentic connections between creators and fans. This has been especially important during the pandemic when physical "lockdowns" and requirements to self-isolate meant individuals were spending more time than ever online. One of our creators, Classie Bush, created "Cooking With Classie" as an outlet to express her creativity in the kitchen and to bring people together through cooking. Classie has a successful Instagram account and e-book, but OnlyFans allowed her to monetise her step-by-step cooking videos directly, with control over when and how she delivered cooking classes to her fans. Fans can cook with her on demand and create a connection with Classie herself while learning a new skill. Moreover, during the pandemic, OnlyFans provided economic stability to millions of creators around the world.

The OnlyFans platform is also used by adult content creators. These creators are an important part of our community and we are proud that OnlyFans serves as a safe space for adult content creators during the pandemic and beyond. According to BuzzFeed News, *"Online work through OnlyFans and similar platforms has been a lifeline for some and often seemed to be an improvement over other types of sex work, with more independence and some insulation from the risks of in-person work"*. As sex workers weigh their options, dropping out of the content creation industry may mean returning to jobs where violence and emotional and financial abuse

³ Elle Hunt, "Vienna museums open adult-only OnlyFans account to display nudes. Tourist board in Austrian capital rails against censorship of art on social media platforms." *The Guardian*, 16 October, 2021, <https://bit.ly.co/9CRR>

⁴ Elle Hunt, "Vienna museums open adult-only OnlyFans account to display nudes. Tourist board in Austrian capital rails against censorship of art on social media platforms." *The Guardian*, 16 October 2021, <https://bit.ly.co/9CRR>

are common. As one adult content creator, Fabiana Fox, explained, that if OnlyFans no longer allowed adult content this would mean *"returns to street work or strip clubs during COVID, people who have retired from escorting having to go back...Many of us [would] have no choice to return to unsafe working conditions or forms of sex work we have previously left."* Ms. Fox said news reports about a recent murder and other attacks on sex workers made that possibility *"especially scary."*⁵

Rachael, a content creator from Wrexham in Wales, used her earnings from OnlyFans to fund private medical treatment for a chronic health condition which had impacted her ability to work in a traditional 9-to-5 environment. Rachael has said: *"I owe my life to OnlyFans - it literally saved me - I'm so grateful to my fans and everything they've done for me."*⁶

With that background and our entire community in mind, it is easy to understand why OnlyFans wholeheartedly supports the Bill. This Bill is much needed and is aligned with OnlyFans' efforts to build a safe platform for our creators and fans.

As summarised in the Introduction above, the OnlyFans business model is materially different from many other social media platforms and these differences make OnlyFans a safer community for our fans and creators. In particular:

- OnlyFans has in place robust identity verification processes for our users, unlike other social media platforms which are open to the public and beset by anonymous members. Every creator must provide true and accurate information about their identity before they can use OnlyFans, including all of the following information:
 - full name
 - verified email address
 - postal address
 - date of birth
 - valid government photo identification
 - standalone selfie
 - selfie while holding their photo identification
 - social media account handles
 - bank account information
 - in the United States, W-9 and Social Security Number
- To access content behind the paywall, fans must provide an email address and a valid payment card. In addition, in certain jurisdictions, including the UK, we are piloting age verification software to further validate the age of our fans.

⁵ Otiilia Steadman, "I Need to Film Today And I Physically Can't: Online Sex Workers Are Burning Out", 14 September 2021, <https://bitly.co/98xE>

⁶ Neil Shaw, "Woman says OnlyFans saved her life as it pays for treatment for rare condition", Nottingham Post, 24 September 2021. <https://bitly.co/98wd>

- These measures ensure that we are informed about who is using our platform and how they are using it. Our fans and our creators are not anonymous. They know that if they violate our Terms of Service or do something illegal, we will know who did it and when they did it. They know that if they do anything illegal on the OnlyFans platform, we remove and exclude them from the platform under our Terms of Service and report them to law enforcement, as necessary.
- OnlyFans operates on a subscription model, so the vast majority of our content is behind a paywall. 100 percent of the sexually explicit content on OnlyFans is behind a paywall, and because of this, users cannot stumble across sexually explicit images like they can on other platforms. It also means that content published exclusively on OnlyFans does not "go viral" in contrast to other social media platforms. There is no mechanism on OnlyFans for fans to share creator content, push around content, or make content go "viral".
- Unlike other social media platforms that allow a fan to search for a topic across the entire platform, OnlyFans does not have a traditional search function. Creators (e.g., athletes, TV stars, or influencers) use other means such as other social media platforms to suggest their fans also follow them on OnlyFans. Fans can only run searches relating to creators to whom they have subscribed. As such, unlike other social media companies, OnlyFans does not allow individuals to run generic or platform-wide searches in an attempt to find sexually explicit, unlawful, or harmful content. This protects everyone, while allowing lawful freedom of expression for creators.
- OnlyFans limits communications between creators and their fans. Fans cannot connect with creators without first having subscribed to, and engaged with, creators' content, which radically reduces cyberbullying, trolling, and the ability of internet mobs to gang up on someone. Due to the subscription-based business model, any fan who subjects a creator to abuse is running a material risk. By design, we can and do screen direct messages between users on the platform, so if someone does behave unlawfully, inappropriately, or in violation of our Terms of Service or Acceptable Use Policy in direct (private) messages, we can determine who is behind the messages and take appropriate action against that individual.
- OnlyFans does not sell advertising, nor do we independently monetise our fans' or creators' data for our own benefit. Creators' content and their data belong to them. Our creators and fans do not have to worry about us doing what other social media platforms do with their data. We do not sell any fan or creator data to third-party advertisers. Our users have autonomy over the composition of their newsfeeds and the content they choose to view.

OnlyFans' approach to online safety

As noted above, OnlyFans embraces the Bill and we strive to be the safest digital media platform in the world. We take seriously our responsibility to put in place robust measures that guard against illegal and exploitative conduct to protect the safety and well-being of our community. We take proactive steps to prevent individuals from abusing our platform, and we exclude from our platform any individual who would use OnlyFans in a way which jeopardises creator or fan safety.

We continuously assess and evolve our policies, processes, and technology to make our platform even safer. We are accountable for our words and actions, and we own our results. When OnlyFans becomes aware of perceived shortcomings with our platform, whether raised in the media, by our community, by our robust internal policies or by the wider public, we investigate the issue and take action where appropriate. We are a dynamic platform and are always enhancing our approach; we are not set in our ways, and we quickly adapt our processes and procedures. OnlyFans has been proactively publishing Transparency Reports since June 2021. These reports contain detailed statistics which demonstrate how the steps OnlyFans takes are keeping our community safe online. Copies of our Transparency Reports can be found at Annex 2.

The Bill reflects many of the safety practices which OnlyFans already has in place. We rely upon a blend of state-of-the-art technologies and extensive human, manual review of content to enforce our robust Terms of Service and Acceptable Use Policy. At present, over 80 percent of our total workforce is devoted specifically to moderating content and to confirming that it meets our own rigorous standards. By contrast, as of September 2021, approximately 66 percent of Facebook's total workforce is focused on content moderation⁷.

The cornerstones of our online safety programme are:

- OnlyFans' Terms of Service and Acceptable Use Policy
- User onboarding and verification
- Content moderation
- Engagement with law enforcement

OnlyFans' Terms of Service and Acceptable Use Policy

OnlyFans has in place a detailed Terms of Service and an Acceptable Use Policy which all fans and creators agree to when they create an account. Compliance with the law is required. All creators and fans agree that they will only use OnlyFans for a "purpose that is lawful" (see page 29, paragraph 2 of the Terms of Service and Acceptable Use Policy).

All OnlyFans creators and fans agree not to "*upload, post, display or publish content on OnlyFans which is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or*

⁷<https://fortune.com/2021/09/21/facebook-says-it-has-spent-13-billion-on-safety-and-security-efforts-since-2016>

harassing, or which encourages or promotes violence or any illegal activity" (see page 29, paragraph 3 of the Terms of Service and Acceptable Use Policy).

All OnlyFans creators and fans also specifically agree not to use OnlyFans "in any way which may exploit, harm, or attempt to exploit or harm any individual under 18 years old..." (see page 29, paragraph 4 of the Terms of Service and Acceptable Use Policy).

However, compliance with the law is just the minimum requirement. OnlyFans' Terms of Service and Acceptable Use Policy contain additional restrictions that go beyond just compliance with the law and protect our creator and fans from content which could be considered harmful. The Terms of Service and Acceptable Use Policy are vigorously enforced. For example, some of these additional restrictions include:

- Content which shows, promotes, advertises, or refers to:
 - firearms, weapons, or any goods whose sale, possession, or use is subject to prohibitions or restrictions
 - drugs or drug paraphernalia
 - self-harm or suicide
 - incest
 - bestiality
 - violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation
 - necrophilia
 - urine, scatological, or excrement-related material
 - "revenge porn" (being any sexually explicit material featuring any individual who has not given prior express and fully informed consent to that material (a) being taken, captured, or otherwise memorialised, or (b) being posted and shared on OnlyFans)
 - escort services, sex trafficking, or prostitution
- Do not use OnlyFans to stalk, bully, abuse, harass, threaten, or intimidate anyone else.
- Do not use any automated program, tool, or process (such as web crawlers, robots, bots, spiders and automated scripts) to access OnlyFans or any server, network, or system associated with OnlyFans, or to extract, scrape, collect, harvest, or gather content or information from OnlyFans.

Our Terms of Service make it clear that a failure to adhere to the Acceptable Use Policy *"may lead to your account being suspended or terminated."* Most importantly, any breach of the Acceptable Use Policy or the Terms of Service related to underage or other illegal content results in a swift, automatic, and permanent ban from the platform. We deactivated 64 accounts for violations of our Acceptable Use Policy for alleged Child Sexual Abuse Material ("CSAM"). In Q2 of 2021, Facebook reported that it took action in connection with 25.7 million pieces of content on the grounds of "Child Endangerment: Sexual Exploitation". Instagram reported that it took action in connection with 1.4 million pieces of content on the grounds of "Child Endangerment: Sexual

Exploitation". From April to June 2021, YouTube removed 1.9 million videos for child safety reasons.

User onboarding and verification

As noted above, a defining feature of the OnlyFans social media platform is that we validate and thus know the identity of our users and have extensive oversight of their activity on the platform. This distinguishes OnlyFans from other social media platforms where anonymous users can post, comment, chat, etc. without attribution, allowing them to cause harm to other users with impunity and to conduct illegal activity without fear of identification and repercussions.

All creators who wish to post content on OnlyFans must provide their name and government-issued photographic identification document (such as a passport, driving licence, or national identity card), as well as the information we noted previously, prior to posting content on the platform. In addition, they must also provide a photograph of themselves holding their identification document. The identification documents are then verified using a variety of technical tools, as detailed below, and are subsequently uploaded to OnlyFans' system where trained human reviewers verify creator identities and moderate all content on our platform. While this is a technical and labour-intensive process, it is key to our safety program and we are committed to making this investment in protecting fans and creators on our platform.

OnlyFans also requires all fans to provide their name and payment card details to access content behind the paywall. By requiring a payment card, we leverage the entire payments ecosystem to confirm fan identities and validate that they are over the age of 18.

In addition to requiring that all users submit a payment card, OnlyFans has also implemented automated age-verification in certain jurisdictions - where users may be required to use their phone's camera app to scan their face, to make sure they are clearly over 18 years of age, otherwise they will need to provide their photo ID as proof of their age.

As set out in our Transparency Reports from July to September 2021, over 60 percent of applications were rejected because they failed to meet the requirements of the account verification and vetting process, demonstrating the rigour with which OnlyFans approaches our onboarding process and our fidelity to policies and procedures that were carefully developed to protect community members.

Creators who are successfully verified are assigned a risk score based on the user verification information submitted. We use that score to identify higher risk creators who require additional follow-up checks to validate compliance with our policies and procedures.

In addition, on a rolling 30-day cycle, creators are subject to secondary "selfie checks". This means that our content moderation team performs additional cross checks on creator accounts to ensure that the person(s) featured in any content posted on OnlyFans are a) appropriately tagged, and b) match the verified identification documents provided when the account was opened. This is to ensure that after an account is successfully created, the account details are not given to, or used by, an unverified user.

Where we identify a person featured in content who is not the listed account owner/creator, our analysts ensure that all subjects are tagged as verified creators. Where this is not the case, steps are taken to ensure that the additional subject is added as a creator and is then subject to the same creator identity verification steps outlined above. Any content which is posted without proper tagging of multiple subjects is suspended until all creators have been tagged and verified in keeping with our Terms of Service and Acceptable Use Policy and we obtain the necessary release and consent forms for any third parties featured in the content.

Content moderation

OnlyFans is building the safest digital media platform in the world. We invest heavily to proactively prevent individuals from abusing our platform, and we exclude from our platform any individual who would use OnlyFans in a way which jeopardises creator or fan safety. Our goal is to prevent or swiftly remove any content that violates the law and/or our Terms of Service and Acceptable Use Policy.

In keeping with the Bill's provisions, OnlyFans believes that there is content which is not illegal, but which can still be harmful to users. OnlyFans does not allow what it deems to be harmful content on our platform. This content includes, for example: images or videos involving injury or risk of injury, blood, or medical procedures. Harmful content is removed, creators who post harmful content are warned that they are in breach of the Terms of Service and should there be any further violations, the account is deactivated. Details of the content that is, and is not permitted, on OnlyFans is set out clearly in our Acceptable Use Policy and can be found at Annex 1 (see pages 29 – 31, paragraphs 5a-j, 6 and 7 of the Terms of Service and Acceptable Use Policy).

OnlyFans utilises a comprehensive blend of state-of-the-art technologies and extensive human manual review of content. Ultimately, all content on the platform is screened within 24 hours of being posted by our trained team of individual, manual content reviewers. It is then further reviewed by additional content moderation as detailed below.

Prior to publication, OnlyFans also reviews content for words which OnlyFans has identified as being associated with illegal and/or harmful content and/or content with a hash value associated with illegal content (a hash is a sequence of letters and numbers which acts a unique identifier similar to a “digital fingerprint”). Any content which contains words associated with illegal and/or harmful content or known “bad” hashes is blocked at the outset, prior to being posted on OnlyFans.

All content is ticketed for detailed review, within 24 hours, by hundreds of analysts trained to conduct manual content moderation.

Within seconds, content is run through multiple third-party tools, some of which are powered by artificial intelligence to detect adult content, minors, offensive content, multiple subjects, weapons, violent content, and alcohol, and flagged for human review. Content is also run through

automated text detection tools for prohibited words or phrases. Any content which is flagged by our AI tool is then escalated to the 24-hour content moderation team.

The content moderation team is made up of approximately 750 trained manual reviewers who are involved in some element of content moderation including anti-fraud, verification, support, and compliance with the Digital Millennium Copyright Act ("DMCA", the United States federal copyright law which demands that third-party sites enforce our creators' proprietary rights by removing infringing materials.) These reviewers currently make up more than 80 percent of all OnlyFans employees, demonstrating our commitment to effective content moderation and we continue to invest heavily in growing this team.

With respect to CSAM, OnlyFans has a zero-tolerance approach on our platform. When we detect suspected CSAM on our platforms, we immediately remove it from public view, make a "CyberTipline" report to the National Center for Missing & Exploited Children ("NCMEC"), and deactivate the user's account. NCMEC serves as a clearinghouse and is the comprehensive reporting centre in the United States for issues related to child exploitation. Once a report is received by NCMEC, they may forward it to law enforcement agencies around the world.

A report from OnlyFans sent to NCMEC may include information identifying the user, the minor victim, and/or other helpful contextual facts to assist in protecting and safeguarding minors. We follow NCMEC guidelines and standard operating procedures on reporting, particularly if the same content is identified and associated with a user with multiple accounts, we only report that matter once. However, if we identify a prohibited piece of content in more than one channel, we may report that each time to NCMEC. We quarantine and preserve these accounts in a secure server, should evidence be required for law enforcement enquiries. From July to September 2021, 131 pieces of media were reported to the NCMEC CyberTipline by OnlyFans. From January to June 2021, YouTube made 124,773 reports to NCMEC and Google made 287,368 reports to NCMEC.

When we identify new CSAM, where necessary or appropriate, we calculate a hash of the content, add that information to our internal repository, and report it to NCMEC and other third-party tools. Hashing technology allows us, and others, to find previously identified CSAM. We also share hash values with other providers, so they can access these hashes as well. In addition, we work with third parties to identify and share IP addresses associated with CSAM content.

Contributing to NCMEC's and others' hash databases is one of the critical ways to fight illegal content online. In September, OnlyFans proactively provided 106 reports and 36 new hashes to the CyberTipline. Further details on the steps OnlyFans takes to identify and report material to NCMEC can be found in our Transparency Reports at Annex 2.

The posting of any CSAM, sex trafficking, and non-consensual sexually explicit content or material on OnlyFans is an attack on our values and our community. Our community plays an important role in reporting illegal and/or harmful content and community reporting is an essential element of our content moderation process. Each post and creator account has a reporting button/feature. Users can also email support@onlyfans.com with any details they see. All

reports, scores, and flags are sent to the 24-hour content moderation team, trained to conduct manual content moderation, including in-depth account checks. We review all community reports within 48 hours or less.

OnlyFans also works hard to protect the proprietary rights of our creators' content. OnlyFans has a team dedicated to takedown requests and submits notifications under the DMCA. Similarly, OnlyFans works to ensure that we protect the property rights of third parties, and we also work to avoid unauthorised use of images or creations on our platform.

We have a straightforward and clear process to be followed for all cases of alleged copyright infringement on OnlyFans. The form of notice we specify in our web form is consistent with the DMCA and provides a simple and efficient mechanism for copyright owners worldwide to assert copyright over material posted on OnlyFans. To initiate the process to remove pirated content from OnlyFans, a copyright owner who believes a URL points to infringing content sends us a takedown notice for that allegedly infringing material. When we receive a valid takedown notice, our teams carefully review it for completeness and check for other problems. If the notice is complete and we find no other issues, we remove the pirated content from OnlyFans. From July to September 2021, we received 2,531 DMCA takedown requests from our creator community. OnlyFans requires all subjects appearing in content to be tagged as verified creators or to have valid release forms uploaded to confirm the consent of the individual featured in the content. OnlyFans does not allow downloading of content from its platform and has watermarks in place on all content to protect from digital piracy.

In addition, we work with industry-leading AI providers who deploy machine learning tools to source and investigate the most prolific and damaging online piracy networks to develop an extensive trend and method mapping of the leading malicious players in online piracy. Our partnerships with third parties enable us to support our creators to own and monetise their content.

Engagement with law enforcement

As noted above, OnlyFans requires creators to provide identification to OnlyFans to verify both their age and their identity as part of our internal policies and processes. As a consequence of having these controls in place, OnlyFans can, and does, regularly provide law enforcement throughout the world with meaningful, actionable identity information to help them investigate and take action against any person who seeks to abuse the OnlyFans platform in any way including by posting CSAM, sex trafficking-related content, or other non-consensual sexually explicit material on our platform.

OnlyFans always actively assists law enforcement in their investigations, providing the critical information needed for law enforcement and prosecutors to investigate and prosecute offenders. By way of example, from June to September 2021, OnlyFans received a total of 954 requests for assistance from law enforcement (many of which did not relate to CSAM, exploitation, or human trafficking, but instead involved other issues such as payment card fraud or impersonation). From July 2020 to December 2020, Google received 261,238 requests for assistance from law enforcement.

We respond quickly to law enforcement requests and have an urgent escalation process in place for such requests which relate to CSAM, exploitation, or human trafficking. In addition to CyberTipline reports, where relevant, we work directly with law enforcement to ensure rapid reporting and provide relevant contact points. Law enforcement requests are sent an initial response in within 24 to 48 hours of receipt.

Ongoing commitment to safety and best practices

We are intensely focused on protecting all members of our creator and fan community. We have developed and implemented robust measures that guard against illegal and exploitative conduct. Nevertheless, we are not complacent and are always looking for ways to refine and enhance our existing controls and demonstrate to the world that our controls are best-in-class and protect the safety of fans and creators alike.

In August 2021, OnlyFans implemented a voluntary monitorship programme to review and validate our programme and provide even greater transparency to the public. We believe that this effort will help OnlyFans demonstrate how it is building the safest digital media platform in the world. A voluntary monitorship is a unique, proactive effort undertaken by OnlyFans on its own initiative to provide greater transparency into our safety program, controls, and processes based on an independent, third-party review. The monitorship will evaluate OnlyFans' controls and benchmark what we do against industry best practices and legal requirements. We recognise that it is difficult for external stakeholders to test and validate claims made regarding online safety by any social media company, including OnlyFans. Our goal in appointing an external monitor is to bring greater visibility to what we do to protect users and to dispel incorrect perceptions. By taking this unique step, OnlyFans hopes to demonstrate our commitment to safety, while providing transparency and accountability for our programme.

The monitor is currently:

- Working with OnlyFans to gain an understanding of our operations, key risk areas, and safety controls
- Conducting an independent, data-driven, and evidence-based evaluation of the design, implementation, and effectiveness of our safety controls and processes

Michael Ward, a partner at Vinson & Elkins, LLP, serves as the independent monitor and started in August. Mr. Ward was a United States federal prosecutor for 16 years, where his cases included cyber-crime and child exploitation matters. He also served as a Chief Compliance Officer for multiple leading technology companies. Ms. Louise Woods of Vinson & Elkins in London will be the UK lead for the monitor team. Additionally, Ms. Jessica Heim (San Francisco) and Mr. Zach Terwilliger (Washington, D.C.) will also work on the monitor team.

The monitor has extensive access to executives and employees at OnlyFans, as well as information and data to support the review. The monitor team will report their detailed findings and recommendations.

The Online Safety Bill

OnlyFans fully supports the Bill as set out above and OnlyFans already materially complies with many of the Bill's provisions. In line with this, we would like to make some suggestions to support other social media platforms and user-to-user services to become compliant with the Bill.

Does the proposed legislation represent a threat to freedom of expression, or are the protections for freedom of expression provided in the draft Bill sufficient?

OnlyFans is an inclusive platform which serves a diverse community of creators including artists, musicians, chefs, athletes, and adult creators. It is important that our creators and fans can safely express themselves on our platform when producing, viewing, and monetising lawful content.

We welcome the efforts of the Committee and Parliament to ensure that the Bill includes sufficiently detailed safeguards to protect freedom of expression to allow our community to continue to thrive and to enable them to continue to monetise their lawful creative content.

The civil penalties frameworks contained in the Bill needs to be carefully calibrated to ensure that it is clear what is and what is not permitted to be published on social media platforms and other user-to-user services. This is critical to enable platforms like OnlyFans to ensure compliance with the law. If there is ambiguity, then organisations will be left to determine on their own what is required, which will result in under-compliance, as well as over-correction because of concerns of being fined or audited by Ofcom, potentially resulting in unwanted stifling of freedom of expression.

Are the definitions in the draft Bill suitable for service providers to accurately identify and reduce the presence of legal but harmful content, whilst preserving the presence of legitimate content?

OnlyFans supports the inclusion of clear definitions to ensure the effective implementation of the Bill and to make sure that social media platforms and user-to-user services are able to comply with the Bill. Like all social media platforms, we are responsible for putting in place robust measures that guard against illegal and exploitative conduct to protect the safety and well-being of our community. We take this responsibility seriously as demonstrated by our approach to online safety outlined above.

OnlyFans is committed to removing illegal content speedily and we have robust processes in place to do so successfully. Through a combination of approximately 750 people involved in some element of content moderation and world-class technology, we review all content within 24 hours of its submission and posting. That effort proceeds 24 hours a day, seven days a week, resulting in the removal of illegal and inappropriate content which is in breach of our Terms of Service and Acceptable Use Policy.

We also have a rigorous onboarding process, as discussed above. Our rigorous identity verification process for creators and fans allows us to provide more detailed and helpful

information when we report misconduct to law enforcement. This ensures that illegal content is removed and the perpetrators of such conduct can be effectively pursued in accordance with relevant legislation.

OnlyFans already goes beyond what is "illegal" in excluding content from its platform that is "fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence" (see page 29, paragraph 3 of the Terms of Service and Acceptable Use Policy). OnlyFans welcomes the introduction of a "duty of care" on Category 1 services to protect adults from "harmful" content under clause 11 of the Bill. It will be crucial to ensure this is carefully defined and enforced equally across all social media platforms.

OnlyFans strongly supports reasonable content standards. Such standards should be clear and unambiguous to ensure that OnlyFans and other social media companies can easily comply with them and to minimise any grey areas and subjective judgments on what is and what is not considered reasonable. It is imperative that the outlines of such far-reaching changes to existing content moderation obligations are set out clearly in primary legislation passed by Parliament as opposed to being left to secondary legislation or the Courts, which would create high levels of uncertainty.

OnlyFans supports the Government's efforts to define "harmful" content. As it is presently drafted, the Bill requires that a service provider identifies content that poses "*a material risk of the content having, or indirectly having, a significant adverse physical or psychological impact on an adult of ordinary sensibilities*" (see clause 46(3)) or content which presents "*a material risk of the fact of the content's dissemination having a significant adverse physical or psychological impact on an adult of ordinary sensibilities, taking into account (in particular) – how many users may be assumed to encounter the content by means of the service and how easily, quickly and widely content may be disseminated by means of the service*" (see clause 46(5)).

The Bill does not further define the term "*an adult of ordinary sensibilities*". We recognise that it will be difficult to reach consensus of what constitutes "harmful" content as this is likely to differ greatly from person to person, especially in the realms of adult and sexually explicit content between consenting adults. (As discussed above, we already prohibit a substantial amount of content that would likely be characterised as harmful, such as content that promotes or displays violence, intoxication, drug-use, and firearms.) It may also diminish the safe space which OnlyFans currently offers to adult content creators, who are able to share and monetise their content in a secure environment, in which fans and creators alike are identity verified. We welcome ongoing discussion with the Committee and Ofcom.

Further, any uncertainty could play into concerns relating to freedom of expression. Any ambiguity in the standards may lead social media platforms and other websites to err on the side of caution and thereby potentially stifle the ability of creators to express themselves freely and safely online.

OnlyFans restricts access to individuals who are over 18 years old. For the avoidance of doubt, OnlyFans supports the introduction of a duty of care in respect of illegal content and for "harmful content" in relation to services likely to be accessed by children.

Is Ofcom suitable for and capable of undertaking the role proposed for it in the draft Bill?

As Ofcom currently regulates video sharing platforms ("VSPs"), it is best placed to regulate the implementation of the Bill. Given the wide scope of the Bill and the novel areas it covers, OnlyFans supports additional funding for Ofcom to ensure it can meet its regulatory responsibilities under the Bill. OnlyFans looks forward to continuing constructive engagement with Ofcom.

Additional comments on the Bill

Age Verification

We support the Bill's efforts to prevent access by minors to inappropriate content. We will continue to advocate for a meaningful system of accountability for all users, irrespective of the corporate domicile of the platform. This is fundamental to ensure that, as far as possible, content is age appropriate to the end user and that a meaningful system of accountability is in place for all users, irrespective of the corporate domicile of the platform.

Category 1 designation

OnlyFans supports the Bill's proposition to designate Category 1 services. Further refinement of this categorisation may be helpful to ensure that the right social media platforms and user-to-user services are caught and to reduce the compliance burden on smaller organisations who may not present the same risk as larger social media platforms, with users who are adults and children. This would ensure a proportionate approach which accurately captures the differing architecture, size, and impact of user-to-user services.

From a policy standpoint, there may be merit in reflecting the impact of different business models on online safety in the categorisation. This would certainly drive greater proactive adoption of online safety measures and the implementation of best practices around user verification and other safeguards. Rewarding businesses who are "safer by design" reflects a nuanced, innovative, and business friendly approach to regulation.

Additional compliance burden

Due to our desire to be the safest platform in the world, OnlyFans is already materially compliant with many provisions of the Bill. Through our market-leading user onboarding and content moderation practices and policies described above, we ensure that OnlyFans is on track to meet our obligations under the Bill, once it enters into force. However, we also agree with the submissions made to this Committee by Snap Inc. and Reddit that the additional compliance burden the Bill imposes on smaller organisations may be substantial.

This may discourage new entrants to the market, particularly among the emerging British technology companies, which may negatively affect competition and increase the dominance of the existing "Big Tech" platforms.

Other adult content websites

OnlyFans is an inclusive platform of creators from all genres, including adult creators, who can monetise their own content. As a result of our business model which is based on peer-to-peer sharing, OnlyFans is subject to the Bill. Other adult content websites that do not empower creators in the same way fall outside the current draft of the Bill, because they do not qualify as user-generated content services.

OnlyFans believes in creating a level playing field between all websites, regardless of their business model. A uniform approach would ensure that creators and users across all such platforms enjoy the same protections and that the platforms on which such content is hosted are subject to the same stringent requirements and compliance obligations.

Conclusion

OnlyFans believes that social media platforms can, and should, be a safe space which also allows creativity to flourish. Thank you for the opportunity to submit written evidence to the Committee as it seeks input on the Bill. As we stated previously, we see it as a positive step towards introducing legislation that improves online safety in the UK. As the leading British social media company, we welcome the constructive approach being taken by the Government and this Committee to ensure the Bill is proportionate for companies of all sizes and for all those who rely on them whilst achieving the highest standards of online safety.

Last updated: March 2021

TERMS OF USE FOR ALL USERS

BY USING OUR WEBSITE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. Introduction: These Terms of Use for all Users govern your use of OnlyFans and your agreement with us.
2. Interpretation: In the Terms of Service:
 - a. we refer to our website as "OnlyFans", including when accessed via the URL www.onlyfans.com or via any web browser;
 - b. references to "we", "our", "us" are references to Fenix International Limited, the operator of OnlyFans;
 - c. "Content" means any material uploaded to OnlyFans by any User (whether a Creator or a Fan), including any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
 - d. "Creator" means a User who has set up their OnlyFans account as a Creator account to post Content on OnlyFans to be viewed by other Users;
 - e. "Fan" means a User who follows a Creator and is able to view the Creator's Content;
 - f. "Fan Payment" means any and all payments made by a Fan to a Creator, including payments for access to a Creator's Content, for interaction with the Creator, to procure new Content from the Creator, to subscribe to the Creator's account, to use the fan interaction function on the Creator's account, and any tips paid by a Fan to the Creator;
 - g. "Referring User" means a User who participates in the OnlyFans Referral Program;
 - h. "Standard Contract between Fan and Creator" means the terms which govern each transaction between a Fan and a Creator on OnlyFans, which can be found [here](#);
 - i. "Terms of Service" (also called "your agreement with us") means the legally binding agreement between you and us which consists of: (i) these [Terms of Use for all Users](#), (ii) [Terms of Use for Fans](#), (iii) [Terms of Use for Creators](#), (iv) [Privacy Policy](#), (v) [Acceptable Use Policy](#), (vi) [Referral Program Terms](#), (vii) [Complaints Policy](#), and (viii) [Platform to Business Regulation Terms](#);
 - j. "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland; and

- k. "User" means any user of OnlyFans, whether a Creator or a Fan or both (also referred to as "you" or "your").
- 3. Who we are and how to contact us: OnlyFans is operated by Fenix International Limited. We are a limited company registered in England and Wales, with company registration number 10354575 and we have our registered office address at Fourth Floor, Imperial House, 8 Kean Street, London, WC2B 4AS. Our VAT number is 268196365.

To contact us with any questions about OnlyFans, please email our support team [at support@onlyfans.com](mailto:support@onlyfans.com). If you are unable to contact us by email, please write to us at the following address: Fourth Floor, Imperial House, 8 Kean Street, London, WC2B 4AS.
- 4. How we may change the Terms of Service: We may change any part of the Terms of Service without telling you beforehand in the following circumstances:
 - a. to reflect changes in laws and regulatory requirements which apply to OnlyFans and the services, features and programs of OnlyFans where such changes require OnlyFans to change its terms and conditions in a manner which does not allow us to give reasonable notice to you; and
 - b. to address an unforeseen and imminent danger related to defending OnlyFans, Fans or Creators from fraud, malware, spam, data breaches or other cybersecurity risks.

We may also make other changes to any part of the Terms of Service, and we will give you reasonable notice of such changes by email or through OnlyFans, and you may contact us to end your agreement with us before the changes take effect. Once any updated Terms of Service are in effect, you will be bound by them if you continue to use OnlyFans.

- 5. We may make changes to or suspend or withdraw OnlyFans: We may update and change OnlyFans from time to time for any reason, including to reflect changes to our services, Users' needs and our business practices or to improve performance, enhance functionality or address security issues. We will try to give you reasonable notice of any major changes. We do not guarantee that OnlyFans, or any Content on it, will always be available or accessible without interruption. We may suspend or withdraw or restrict the availability of all or any part of OnlyFans for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if it affects you.
- 6. Registering with OnlyFans: To use OnlyFans you must first register and create a User account on OnlyFans. You must provide a valid email address, a username, and a password or authenticate using a valid Twitter or Google account. Your password should be unique (meaning that it is different to those you use for other websites) and must comply with the technical requirements of the OnlyFans site for the composition of passwords. To register as a User:

- a. you must be at least 18 years old, and you will be required to confirm this;
- b. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, then you must be old enough to be legally bound by a contract with us under the laws of the country or State/province where you live; and
- c. you must not be barred from accessing our platform under any laws which apply to you.

If you do not meet the above requirements, you must not access or use OnlyFans.

7. Your commitments to us: When you register with and use OnlyFans, you make the following commitments to us:
- a. If you previously had an account with OnlyFans, you confirm that your old account was not terminated or suspended by us because you violated any of our terms or policies.
 - b. You will make sure that all information which you submit to us is truthful, accurate and complete.
 - c. You will update promptly any of your information you have submitted to us as and when it changes.
 - d. You consent to receiving communications from us electronically, including by emails and messages posted to your OnlyFans account, and to the processing of your personal data as more fully detailed in our [Privacy Policy](#).
 - e. You will keep your account/login details confidential and secure, including your user details, passwords and any other piece of information that forms part of our security procedures, and you will not disclose these to anyone else. You will [contact support@onlyfans.com](mailto:contact.support@onlyfans.com) promptly if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you log out of your account at the end of each session, and to be particularly careful when accessing your account from a public or shared computer so that others are not able to access, view or record your password or other personal information.
 - f. You are responsible for all activity on your account even if, contrary to the Terms of Service, someone else uses your account.
 - g. You will comply in full with these Terms of Use for all Users, our [Acceptable Use Policy](#) and all other parts of the Terms of Service which apply to your use of OnlyFans.
8. Rights we have, including to suspend or terminate your account:

- a. We can but we are not obligated to moderate or review any of your Content to verify compliance with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law.
- b. It is our policy to suspend access to any Content you post on OnlyFans which we become aware may not comply with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law whilst we investigate the suspected noncompliance or unlawfulness of such Content. If we suspend access to any of your Content, you may request a review of our decision to suspend access to the relevant Content by contacting us [at support@onlyfans.com](mailto:at.support@onlyfans.com). Following our investigation of the suspected non-compliance or unlawfulness of the relevant Content, we may take any action we consider appropriate, including to reinstate access to the Content or to permanently remove or disable access to the relevant Content without needing to obtain any consent from you and without giving you prior notice. You agree that you will at your own cost promptly provide to us all reasonable assistance (including by providing us with copies of any information which we request) in our investigation. We will not be responsible for any loss suffered by you arising from the suspension of access to your Content or any other steps which we take in good faith to investigate any suspected non-compliance or unlawfulness of your Content under this section.
- c. If we suspend access to or delete any of your Content, we will notify you via email or electronic message to your OnlyFans account, but we are not obligated to give you prior notice of such removal.
- d. We reserve the right in our sole discretion to terminate your agreement with us and your access to OnlyFans for any reason by giving you 30 days' notice by email or electronic message to your OnlyFans account. We can also suspend access to your User account or terminate your agreement with us and your access to OnlyFans immediately and without prior notice:
 - if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service (including in particular our Acceptable Use Policy), or if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User; or
 - if you take any action that in our opinion has caused or is reasonably likely to cause us to suffer a loss or that otherwise harms the reputation of OnlyFans.

If we suspend access to your User account or terminate your agreement with us and your access to OnlyFans we will let you know. During any period when access to your User account is suspended, any Fan Payments which would otherwise have fallen due during the

period of suspension will be suspended, and we may withhold all or any part of the Creator Earnings due to you but not yet paid out in accordance with section 13 of the Terms of Use for Creators.

- e. Upon termination of your account, we may deal with your Content in any appropriate manner in accordance with our [Privacy Policy](#) (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on OnlyFans for you to be able to access your Content following termination of your account.
 - f. We can investigate any suspected or alleged misuse, abuse, or unlawful use of OnlyFans and cooperate with law enforcement agencies in such investigation.
 - g. We can disclose any information or records in our possession or control about your use of OnlyFans to law enforcement agencies in connection with any law enforcement investigation of any suspected or alleged illegal activity, or in response to a court order.
 - h. We can change the third-party payment providers that we use and if we do so, we will notify you and store applicable details on your OnlyFans account.
 - i. Other than Content (which is owned by or licensed to Creators), all rights in and to OnlyFans and its entire contents, features, databases, source code and functionality, are owned by us and/or our licensors. Such material is protected by copyright, and may be protected by trademark, trade secret, and other intellectual property laws.
 - j. We are the sole and exclusive owners of any and all anonymised data relating to your use of OnlyFans and such anonymised data can be used by us for any purpose, including for commercial, development and research purposes.
9. What we are not responsible for: We will use reasonable care and skill in providing OnlyFans to you, but there are certain things which we are not responsible for, as follows:
- a. We do not authorize or approve Content on OnlyFans, and views expressed by Creators or Fans on OnlyFans do not necessarily represent our views.
 - b. We do not grant you any rights in relation to Content. Any such rights may only be granted to you by Creators.
 - c. Your Content may be viewed by individuals that recognise your identity. We will not in any way be responsible to you if you are identified from your Content. While we may, from time to time and in our sole discretion, offer certain geofencing or geolocation technology on OnlyFans, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claim against us arising from your use of or reliance upon any

geofencing or geolocation technology on OnlyFans.

- d. All Content is created, selected and provided by Users and not by us. We are not responsible for reviewing or moderating Content, and we do not select or modify the Content that is stored or transmitted via OnlyFans. We are under no obligation to monitor Content or to detect breaches of the Terms of Service (including the [Acceptable Use Policy](#)).
- e. You agree that you have no obligation to follow any suggestions, comments, reviews or instructions received from another User of OnlyFans and that if you choose to do so, you do so entirely at your own risk.
- f. We make no promises or guarantees of any kind that Creators or Referring Users will make a particular sum of money (or any money) from their use of OnlyFans (including the OnlyFans Referral Program).
- g. The materials which we make accessible on OnlyFans for Users are for general information only. We make no promises or guarantees about the accuracy or otherwise of such materials, or that Users will achieve any particular result or outcome from using such materials.
- h. We do not promise that OnlyFans is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access OnlyFans. You should use your own virus protection software.
- i. We are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of OnlyFans.
- j. While we try to make sure that OnlyFans is secure and free from bugs and viruses, we cannot promise that it will be and have no control over the Content that is supplied by Creators.
- k. We are not responsible for any lost, stolen, or compromised User accounts, passwords, email accounts, or any resulting unauthorized activities or resulting unauthorized payments or withdrawals of funds.
- l. You acknowledge that once your Content is posted on OnlyFans, we cannot control and will not be responsible to you for the use which other Users or third parties make of such Content. You can delete your account at any time, but you acknowledge that deleting your account will not of itself prevent the circulation of any of your Content which may have been recorded by other Users in breach of the Terms of Service or by third parties prior to the deletion of your account.

10. Intellectual property rights – ownership and licenses:

- a. You confirm that you own all intellectual property rights (examples of which are copyright and trademarks) in your Content or that you have obtained all necessary rights to your Content which are required to

grant licenses in respect of your Content to us and to other Users. This includes any rights required to engage in the acts covered by sub-section 10(b) below in any territory in which OnlyFans is accessible and, in particular, in the United States of America, the United Kingdom and the European Union.

- b. You agree to grant us a license under all your Content to perform any act restricted by any intellectual property right (including copyright) in such Content, for any purpose reasonably related to the provision and operation of OnlyFans. Such acts include to reproduce, make available and communicate to the public, display, perform, distribute, translate, and create adaptations or derivative works of your Content, and otherwise deal in your Content.
- c. The license which you grant to us under sub-section 10(b) above is perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable and transferable by us. This means that the license will continue even after your agreement with us ends and you stop using OnlyFans, that we do not have to pay you for the license, and that we can grant a sub-license of your Content to someone else or assign or transfer the license to someone else. This license will allow us, for example, to add stickers, text, and watermarks to your Content, to make your Content available to other Users of OnlyFans, as well as to use your Content for other normal operations of OnlyFans. We will never sell your Content to other platforms, though we may sell or transfer any license you grant to us in the Terms of Service in the event of a sale of our company or its assets to a third party.
- d. Whilst we do not own your Content, you grant us the limited right to submit notifications of infringement (including of copyright or trademark) on your behalf to any third-party website or service that hosts or is otherwise dealing in infringing copies of your Content without your permission. Although we are not under any obligation to do so, we may at any time submit or withdraw any such notification to any third-party website or service where we consider it appropriate to do so. However, we do not and are under no obligation to police infringements of your Content. You agree that if we request, you will provide us with all consents and other information which we reasonably need to submit notifications of infringement on your behalf. Please see our [Complaints Policy](#) for how to make a complaint about infringement of intellectual property rights.
- e. You waive any moral rights which you may have under any applicable law to object to derogatory treatment of any Content posted by you on OnlyFans. This waiver does not affect in any way your ownership of any intellectual property rights in your Content or the rights which you have to prevent your Content from being copied without your permission. The waiver is intended to allow us when dealing with your Content (as permitted by the license which you give us in section 10(b))

above) to add watermarks, stickers or text to your Content.

11. Twitter: Users have the facility to connect an active Twitter account to their OnlyFans account and to share certain Content in the form of OnlyFans posts to Twitter using the share feature. If you use this feature, you must fully comply with Twitter's terms of service from time to time in respect of any Content shared in this way.

12. Linking to and from OnlyFans:

a. Links to OnlyFans:

- You may link to the OnlyFans homepage, 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.
- If you are a Creator, when promoting your Creator account you must comply with our Terms of Service and the terms of service of any other website where you place a link to or otherwise promote your Creator account. When promoting your Creator account, you must not impersonate OnlyFans or give the impression that your Creator account is being promoted by us if this is not the case. You must not promote your OnlyFans account by using Google Ads or any similar advertising platform or search engine advertising service.

b. Links from OnlyFans: If OnlyFans contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents 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. If you decide to access any of the third-party websites linked to OnlyFans, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. How do I delete my account? If you want to delete your OnlyFans account then you may do so in the 'User Account' section of your OnlyFans account.

- c. If you are a Fan, the deletion of your account will take place within a reasonable time following your request.
- d. If you are a Creator, then once you initiate the "delete account" process your account will remain open until the last day of your Fans' paid subscription period, following which you will receive your final payment and your account will be deleted.
- e. If you are both a Fan and a Creator then your account will be deleted in two stages (Fan first and then Creator).
- f. Once your account has been deleted you won't be charged any further

amounts or have access to your former OnlyFans account or its Content, and any subscriptions will be deleted and cannot be subsequently renewed. You will receive an email confirmation upon the successful deletion of your account. Once your account has been deleted, we may deal with your Content in any appropriate manner in accordance with our [Privacy Policy](#) (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on OnlyFans for you to be able to access your Content following termination of your account.

14. Who is responsible for any loss or damage suffered by you?

- a. Whether you are a consumer or business User: We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and (ii) fraud or fraudulent misrepresentation.
- b. If you are a consumer User: If you are a consumer User, you agree that:
 - We and our subsidiary companies, employees, owners, representatives, and agents will not be liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings suffered by you arising from or in connection with your use of OnlyFans.
 - If you are a consumer User and reside in the United States of America, our total liability to you for claims arising out of or related to your agreement with us shall be limited to USD 250 per claim.
- c. If you are a business User: If you are a business User, you agree that:
 - We and our subsidiary companies, employees, owners, representatives, and agents:
 - exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to OnlyFans or any content on it. This means that if the Terms of Service do not expressly include a promise or commitment by us, then one cannot be implied by law;
 - are not responsible to you for any loss or damage suffered by you that is not a foreseeable result of our breaching the Terms of Service or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service, both we and you knew it might happen;

- >won't be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:
 - your inability to use OnlyFans or any of its services, features or programs; or
 - your use of or reliance on any content (including Content) stored on OnlyFans;
- won't be liable to you for any:
 - loss of profits;
 - loss of sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation;
 - loss of data or information, including any Content; or
 - indirect or consequential loss or damage;
- won't be liable to you for any loss or damage caused by a distributed denial-of-service attack, virus, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of OnlyFans or any of its services, features or programs, or due to your downloading of any material posted on it, or on any website linked to it;
- won't be liable to you if your Content is copied, distributed, reposted elsewhere or its copyright is infringed by another User or any third party;
- won't be liable to you for any disclosure of your identity, or any disclosure or publication of your personal information by other Users or third parties without your consent (also known as "doxing");
- won't be liable to you for any failure or delay by us in complying with any part of the Terms of Service arising from events outside our reasonable control. If there is any failure or delay by us in complying with any part of the Terms of Service arising from an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to

minimise the effect of the delay.

- Our total liability to you for any and all claims arising out of or related to your agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the greater of:
 - 100% of the total fees paid by you to us in connection with your use of OnlyFans; and
 - USD 5,000.

15. General: You agree that:

- a. If any aspect of your agreement with us is unenforceable, the rest will remain in effect.
- b. If we fail to enforce any aspect of your agreement with us, it will not be a waiver;
- c. We reserve all rights not expressly granted to you.
- d. No implied licenses or other rights are granted to you in relation to any part of OnlyFans, save as expressly set out in the Terms of Service.
- e. Your agreement with us does not give rights to any third parties, except that the exclusions and limitations of liability in the section entitled [Who is responsible for any loss or damage suffered by you?](#) may be enforced by our subsidiary companies, employees, owners, representatives and agents.
- f. You cannot transfer your rights or obligations under your agreement with us without our prior written consent.
- g. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law. In addition, we may choose to delegate performance of any of our obligations under your agreement with us to any third party, but we will remain responsible to you for the performance of such obligations.
- h. The Terms of Service form the entire agreement between us and you regarding your access to and use of OnlyFans, and supersede any and all prior oral or written understandings or agreements between us and you.

16. Terms relating to disputes – the law which applies to your agreement with us and where disputes and claims concerning OnlyFans (including those arising from or relating to your agreement with us) can be brought:

- a. For consumers (Fans):
 - Consumers - Law:
 - If you are a consumer, your agreement with us is

governed by English law and English law will apply to any claim you have against us or we have against you that arises out of or in connection with your agreement with us (including non-contractual disputes or claims). You will also be able to rely on mandatory rules of the law of the country where you live.

- Consumers - where claims must be brought:
 - If you are a consumer resident in the United Kingdom or the European Union, any claim arising out of or in connection with your agreement with us (whether by you against us or us against you, and including non-contractual disputes or claims) may be brought in the courts of England and Wales or the courts of the country where you live.
 - If you are a consumer resident outside of the United Kingdom or the European Union, any claim arising out of or in connection with your agreement with us (whether by you against us or us against you, and including non-contractual disputes or claims) must be brought in the courts of England and Wales.

b. For business Users (Creators and Referring Users):

- Business Users – Law:
 - If you are a business User, your agreement with us, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by English law, without regard to conflict of law provisions.
- Business Users - where claims must be brought:
 - If you are a business User, you and we agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) which you have against us or we have against you arising out of or in connection with your agreement with us or its subject matter or formation.

c. Limitation period for bringing claims: Except where prohibited by applicable law, any claim or cause of action which you have concerning OnlyFans (including those arising out of or related to your agreement with us) must be filed within one year after the date on which such claim or cause of action arose or the date on which you learned of the facts giving rise to the cause of action (whichever is the earlier), or be forever barred.

17. Other terms which form part of your agreement with us: These Terms of Use for all Users govern your agreement with us. Certain other terms or policies forming part of the Terms of Service will also apply to you and form part of your agreement with us, as follows:

- a. [Terms of Use for Fans](#) – which contain additional terms which apply if you use OnlyFans as a Fan;
- b. [Terms of Use for Creators](#) – which contain additional terms which apply if you use OnlyFans as a Creator;
- c. [Privacy Policy](#) – which applies to all Users and tells you how we use your personal data and other information we collect about you;
- d. [Acceptable Use Policy](#) which applies to all Users and tells you what you can and can't do on OnlyFans;
- e. [Referral Program Terms](#) – which outline the terms that apply if you participate in the OnlyFans Referral Program;
- f. [Complaints Policy](#) - which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint; and
- g. [Platform to Business Regulation Terms](#) – which contain additional terms which apply to Creators who are established or resident in the European Union or the United Kingdom.

If there is any conflict between these Terms of Use for all Users and any of the terms or policies listed at section 17(a) to (g) above, the Terms of Use for all Users will apply to the extent of the conflict.

Last updated: March 2021

TERMS OF USE FOR FANS

BY USING OUR WEBSITE AS A FAN YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. Introduction: These Terms of Use for Fans are additional terms which apply if you use OnlyFans as a Fan (also referred to as "you" and "your" in these Terms of Use for Fans). These Terms of Use for Fans form part of your agreement with us.
2. Interpretation: In these Terms of Use for Fans, defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition:
 - a. "Subscription" means a Fan's monthly subscription to a Creator's account;
 - b. "VAT" means United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - c. "Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction.
3. Other terms which will apply to your use of OnlyFans: The following terms will also apply to your use of OnlyFans and you agree to them:
 - a. Our [Terms of Use for all Users](#);
 - b. Our [Privacy Policy](#) – which tells you how we use your personal data and other information we collect about you;
 - c. Our [Acceptable Use Policy](#) – which tells you what you can and can't do on OnlyFans;
 - d. Our [Complaints Policy](#) – which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint; and
 - e. The [Standard Contract between Fan and Creator](#) – which does not form part of your agreement with us, but applies to each transaction you enter into with any Creator and sets out the terms on which you will contract with Creators.
4. Other terms which may apply to your use of OnlyFans: The following additional terms may apply to your use of OnlyFans:
 - a. If you are also a Creator, the [Terms of Use for Creators](#) will apply to your use of OnlyFans as a Creator;

- b. If you are a Creator who is established or resident in the European Union or the United Kingdom, then the [Platform to Business Regulation Terms](#) will also apply to you; and
 - c. If you participate in the OnlyFans referral program, the [Referral Program Terms](#) will apply to your use of the OnlyFans Referral Program.
- 5. Your commitments to us: You warrant (which means you make a legally enforceable promise) that:
 - a. you are at least 18 years old;
 - b. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, then you are old enough to be legally bound by a contract with us under the laws of the country or State/province where you live; and
 - c. you are not be barred from accessing OnlyFans under any laws which apply to you.
- 6. Content - general terms: In addition to the terms set out elsewhere in the Terms of Service (in particular in our [Acceptable Use Policy](#)), the following terms apply to the Content posted, displayed, uploaded or published by you as a Fan on OnlyFans:
 - a. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on OnlyFans:
 - i. the Content complies in full with the Terms of Service (and in particular our [Acceptable Use Policy](#));
 - ii. you either own your Content (and all intellectual property rights in it) or have a valid license to your Content; and
 - iii. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on OnlyFans.
 - b. You agree that you will be liable to us and indemnify us if any of the warranties at section 6(a) is untrue. This means you will be responsible for any loss or damage we suffer as a result of any warranty being untrue.
 - c. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of OnlyFans. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
- 7. Adult material: You acknowledge that you are aware that some of the Content

on OnlyFans contains adult material, and you agree to take this into account when deciding where to access and view Content. We will not be responsible to you if you suffer any loss or damage as a result of your accessing or viewing Content containing adult material in a way which places you in breach of any contract you have with a third party (for example, your employment contract) or in breach of any applicable law.

8. Subscriptions and purchases by Fans: This section describes the terms which apply to transactions and interactions between Fans and Creators:
 - a. All transactions and interactions facilitated by OnlyFans are contracts between Fans and Creators on the terms of the [Standard Contract between Fan and Creator](#). Although we facilitate transactions and interactions between Fans and Creators by providing the OnlyFans platform, storing Content, and acting as a payment intermediary, we are not a party to the [Standard Contract between Fan and Creator](#) or any other contract which may exist between a Fan and Creator, and are not responsible for any transactions or interactions between Fans and Creators.
 - b. Creators are solely responsible for determining (within the parameters for pricing on OnlyFans) the pricing applicable to transactions and interactions and the Content to which you may be given access. All prices appear in USD only.
 - c. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.
 - d. To view a Creator's Content and/or utilise the fan interaction function on OnlyFans, you must first add a payment card to your account and then click the 'Subscribe' button on the relevant Creator's profile.
 - e. You authorize us to supply your payment card details to a third-party payment provider for the purpose of processing your Fan Payment. All Fan Payments will be charged in USD. Your payment card provider may charge you currency conversion fees. We do not have control over currency exchange rates or charges imposed by your payment card provider or bank and we are not responsible for paying any charges or fees imposed by your payment card provider or bank.
 - f. If you choose to provide details of two or more payment cards, then if you try to make a Fan Payment from the first card and the card is rejected for any reason, then the other payment card will be used to collect the full Fan Payment.
 - g. The payment provider will take (i) monthly payments from your payment card for Fan Payments which are Subscriptions; and (ii) immediate payments from your payment card for ad hoc Fan Payments such as use of the fan interaction function on a Creator's account or paying a tip to the Creator. You authorize and consent to each of these payments being debited using your supplied payment

card details.

- h. Apart from free-trial Subscriptions, all Subscriptions to a Creator's profile will automatically renew at the end of the monthly subscription period, except if your payment card was declined, the subscription price has increased, or you have turned off the "Auto-Renew" switch located on the relevant Creator's profile. This means that if you want to stop subscribing to a Creator's profile and paying continuing monthly subscription charges, you will need to turn off the "Auto-Renew" switch located on the relevant Creator's profile.
 - i. If you cancel a Subscription you will continue to be permitted to view the relevant Creator's Content until the end of the subscription period in which you cancelled, after which no further payments will be taken from your payment card in respect of subscriptions to that Creator's profile, and you will no longer be able to view the relevant Creator's Content.
 - j. You agree that you will not make unjustified requests for a refund from any Creator which you follow, or unjustified chargeback requests of your payment card provider in relation to any transaction between you and a Creator. If we consider that any request for a refund or chargeback request was made by you in bad faith, we have the right to suspend or delete your User account.
 - k. Wallet credits: You can prepay an amount to us (known as "Wallet Credits") which you can later use to make Fan Payments. Purchases on OnlyFans cannot be divided - if you attempt a purchase that costs more than the total amount of your remaining Wallet Credits, your payment card will be charged the full amount for that purchase. Wallet Credits are subject to a maximum amount as determined by us from time to time. Interest will not accrue on Wallet Credits. You are entitled upon request (whether before or after the termination of your agreement with us) to a refund of unused Wallet Credits, unless we reasonably determine that your request for a refund is not made in good faith.
- 9. Suspension of your User account: If we suspend your User account in accordance with our rights under the Terms of Service, then any Fan Payments which would otherwise have fallen due during the period of suspension of your User account will be suspended during the period of the suspension of your User account.

Last updated: March 2021

TERMS OF USE FOR CREATORS

BY USING OUR WEBSITE AS A CREATOR YOU AGREE TO THESE TERMS –
PLEASE READ THEM CAREFULLY

1. Introduction: These Terms of Use for Creators are additional terms which apply if you use OnlyFans as a Creator (also referred to as "you" and "your" in these Terms of Use for Creators). These Terms of Use for Creators form part of your agreement with us.
2. Interpretation: In these Terms of Use for Creators, defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition:
 - a. "Person with Majority Control" means any individual who meets one or both of the following conditions in relation to a corporate entity:
 - i. the individual holds, directly or indirectly, more than 50% of the shares in the corporate entity;
 - ii. the individual holds, directly or indirectly, more than 50% of the voting rights in the corporate entity;
 - b. "VAT" means United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - c. "Tax" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction.
3. Other terms which will apply to your use of OnlyFans: The following terms will also apply to your use of OnlyFans and you agree to them:
 - a. Our [Terms of Use for all Users](#);
 - b. Our [Privacy Policy](#) – which tells you how we use your personal data and other information we collect about you;
 - c. Our [Acceptable Use Policy](#) – which tells you what you can and can't do on OnlyFans;
 - d. Our [Complaints Policy](#) – which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint; and
 - e. The [Standard Contract between Fan and Creator](#) – which does not form part of your agreement with us, but sets out the agreement between you and your Fans for each transaction between you and them.

4. Other terms which may apply to your use of OnlyFans: The following additional terms may apply to your use of OnlyFans:
 - a. If you are established or resident in the European Union or the United Kingdom, then the [Platform to Business Regulation Terms](#) will also apply to you;
 - b. If you are also a Fan, the [Terms of Use for Fans](#) will also apply to your use of OnlyFans as a Fan; and
 - c. If you participate in the OnlyFans Referral Program, the [Referral Program Terms](#) will apply to your use of the OnlyFans Referral Program.
5. What are the fees that we charge Creators for the use of OnlyFans? We charge a fee to you of twenty per cent (20%) of all Fan Payments made to you (exclusive of any VAT element of the Fan Payment) (called Our Fee). The remaining eighty per cent (80%) of the Fan Payment (exclusive of any VAT element of the Fan Payment) is payable to you (called "Creator Earnings"). Our Fee includes our costs of providing, maintaining and operating OnlyFans and storing your Content. Our Fee is deducted from the Fan Payment, and Creator Earnings are paid to you in the way described in the [Payouts to Creators](#) section below.
6. How to set up your account as a Creator account: To set up your account as a Creator account:
 - a. You will need on your User account page to upload a valid form of ID and two photos of you in accordance with the requirements set out [here](#).
 - b. You will need on your User account page to add bank account details of your own bank account or the bank account of a corporate entity in which you are a Person with Majority Control.
 - c. You will need on your User account page to select one of the available methods provided by OnlyFans as to how your Creator Earnings will be transferred to you. These methods are called Payout Options.
 - d. If you are registered for VAT in the UK, you will need to provide us with your valid UK VAT number. See the [Promoting Tax compliance and VAT](#) section of these Terms of Use for Creators in relation to UK VAT.
 - e. You may also need to submit additional information depending on the country where you live.
 - f. We may ask you for additional age or identity verification information at any time. We may reject your application to set up a Creator account for any reason, including the reasons stated [here](#).
 - g. Once you have set up your account as a Creator account, then if you want to charge your Fans a monthly subscription fee you will need to set your subscription price for your Fans within the range allowed by

OnlyFans as set out [here](#).

- h. You will then be able to start adding Content and Users will be able to subscribe to your account to become your Fans.
 - i. If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity.
- 7. Agencies cannot be Creators: Every Creator is the owner of their own account and must have access to their account at all times. If you have an agent or agency which assists you with the operation of your Creator account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not your agent or agency, and you will be legally responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.
- 8. Creators who use corporate entities: If you set up a corporate entity to receive your Creator Earnings, you must provide evidence to us on request that you are the Person with Majority Control of that corporate entity. We will only pay your Creator Earnings into a bank account not held in your name where the bank account is held in the name of the corporate entity and you are the Person with Majority Control of that corporate entity. You agree that if you use a corporate entity to receive Creator Earnings you will comply with all laws (including Tax laws) which are applicable to corporate entities in the place where the corporate entity is established.
- 9. Subscriptions and purchases by Fans: This section describes the terms which apply to transactions and interactions between Fans and Creators:
 - a. All transactions and interactions facilitated by OnlyFans are contracts between Fans and Creators on the terms of the [Standard Contract between Fan and Creator](#). Although we facilitate transactions and interactions between Fans and Creators by providing the OnlyFans platform, storing Content, and acting as a payment intermediary, we are not a party to the [Standard Contract between Fan and Creator](#) or any other contract which may exist between a Fan and Creator, and are not responsible for any transactions or interactions between Fans and Creators.
 - b. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.
 - c. When a Fan has made the required payment for access to your Content, for the provision of customised Content or for use of the fan interaction function on your account, you must allow the Fan to view the Content paid for and/or provide the customised Content and/or allow the Fan to use the fan interaction function paid for (as

applicable). You agree that you will indemnify us for any breach by you of this obligation (which means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of you failing to comply with this obligation).

10. Content – general terms: In addition to the terms set out elsewhere in the Terms of Service (in particular in our [Acceptable Use Policy](#)), the following terms apply to the Content posted, displayed, uploaded or published by you as a Creator on OnlyFans:

- a. Your Content is not confidential, and you authorize your Fans to access and view your Content on OnlyFans for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
- b. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on OnlyFans:
 - i. the Content complies in full with the Terms of Service (and in particular our [Acceptable Use Policy](#));
 - ii. you hold all rights necessary to license and deal in your Content on OnlyFans, including in each territory where you have Fans and in the United Kingdom;
 - iii. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Fans;
 - iv. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on OnlyFans; and
 - v. the Content is:
 1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
 2. reasonably suitable for any purpose which the Fan has made known to you is the purpose for which the Fan is using the Content; and
 3. as described by you.
- c. You agree that you will be liable to us and indemnify us if any of the warranties at section 10(b) is untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer

as a result of any of the warranties being untrue.

- d. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of OnlyFans. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
- e. You also agree to act as custodian of records for the Content that you upload to OnlyFans.

11. Co-authored Content:

- a. If you upload Content to your Creator account which shows anyone else other than or in addition to you (even if that person cannot be identified from the Content) ("Co-Authored Content"), you warrant (which means you make a legally enforceable promise) that each individual shown in any Co-Authored Content uploaded to your account:
 - i. is a Creator on OnlyFans;
 - ii. has given his or her express, prior and fully informed consent to his or her appearance in the Co-Authored Content; and
 - iii. has consented to the Co-Authored Content in which he or she appears being posted on OnlyFans.
- b. In addition to the confirmations in section 11(a) above, you agree that if you upload Co-Authored Content where the other person or people appearing in the Content can be identified from the Content, you will tag the OnlyFans account(s) of any person or people appearing in the Co-Authored Content who can be identified from it.
- c. You must not upload any Content containing any image, photo, video or audio of anyone else other than or addition to you unless such person is also a Creator on OnlyFans.
- d. If any Co-Authored Content is a work of joint authorship, you are solely responsible for obtaining any required licenses or consents from any other joint authors of the Content which are sufficient to permit such Content to be uploaded to and made available on OnlyFans.
- e. You agree that we will only pay out Creator Earnings to the account of the Creator to which the Co-Authored Content is uploaded. The Creator who uploaded the Co-Authored Content is solely responsible for dividing and distributing any revenue generated from the Co-Authored Content between the Creators shown in such Co-Authored Content. Any such revenue-sharing agreement shall be an independent, private agreement between Creators, and we are not responsible for providing or enforcing any such agreements. You understand and agree that you are not entitled to any Creator Earnings earned on any Co-Authored Content in which you appear but which is posted on another Creator's account. If you post Co-Authored Content

on your account, we may require you to provide valid and complete legal information for all individuals which appear in the Co-Authored Content. If you fail to provide any information requested by us upon our request, we may delete the Co-Authored Content, restrict your rights and permissions to post as a Creator, terminate your account, and/or withhold all or any portion of Creator Earnings earned but not yet paid out to you.

- f. You agree to release us from and not to make any claims against us arising from Co-Authored Content. You agree that all claims arising from Co-Authored Content shall be made against the Creator(s) who posted Co-Authored Content or appeared in the Co-Authored Content (as applicable).

12. Payouts to Creators:

- a. All Fan Payments will be received by a third-party payment provider approved by us.
- b. If you have chosen the Stripe Payout Option, we will ensure that Stripe, acting as our payment provider, will collect the Fan Payment and:
 - i. pay Our Fee on the Fan Payment to an account held in our name; and
 - ii. pay the Creator Earnings to your bank account or the bank account of a corporate entity in which you are a Person with Majority Control (see section 8 above).
- c. Where Stripe is not the Payout Option chosen by you, we will receive the Fan Payment in full from the relevant payment provider. We will deduct Our Fee from the Fan Payment and then will hold the Creator Earnings on your behalf in our capacity as your agent.
- d. Your OnlyFans account will be updated within a reasonable time with your Creator Earnings. Your Creator Earnings will become available for withdrawal by you from your OnlyFans account once such Creator Earnings appear in your OnlyFans account.
- e. To make a withdrawal of Creator Earnings from your OnlyFans account, you must have at least the minimum payout amount in your OnlyFans account. Please click on the Banking page on your account to see what the minimum payout amount is for your country of residence and Payout Option.
- f. The amount that you see in your 'current balance' in your OnlyFans account is your Creator Earnings at the relevant time. All Fan Payments and Creator Earnings are transacted in USD only. If you have chosen the "Stripe" Payout Option then the Fan Payments and Creator Earnings figures will be reflected in your local currency, at an exchange rate controlled by Stripe. Your bank may charge you

currency conversion or transfer fees to receive the money. Additionally, your e-wallet company may charge you a fee for accessing the money. We do not have control over currency exchange rates or charges imposed by your bank or your e-wallet company, and we are not responsible for paying any charges imposed by your bank or your e-wallet company.

- g. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect of a Fan Payment, we may investigate and may decide to deduct from your account an amount equal to the Creator Earnings earned by you on the charged-back or refunded amount.
- h. Except for Payout Options involving payment by direct bank transfer from us, we do not store any data disclosed by you when you register your Payout Options with a third-party payment provider.

13. Circumstances in which we may withhold Creator Earnings:

- a. We may withhold all or any part of the Creator Earnings due to you but not yet paid out:
 - i. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - ii. if you attempt or threaten to breach any part of the Terms of Service in a way which we think has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - iii. if we suspect that all or any part of the Creator Earnings result from unlawful activity, either by you or by the Fan who made the Fan Payment resulting in the Creator Earnings, for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) the Creator Earnings result from unlawful activity, we may notify you that you have forfeited your Creator Earnings.
- b. We shall not have any responsibility to you if we withhold or forfeit any of your Creator Earnings where we have a right to do so under these Terms of Use for Creators.
- c. If we are withholding all or any part of the Creator Earnings due to you and we determine that part of the Creator Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected

unlawful activity, then we may pay to you the part of the Creator Earnings which we determine to be unrelated to breaches by you of the Terms of Service or suspected unlawful activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all Creator Earnings due to you but not yet paid and we may set off such amounts against any losses suffered by us.

- d. If once we have finished our investigation we determine that Creator Earnings are forfeited, we will use our best efforts to return any Fan Payments which resulted in forfeited Creator Earnings to the relevant Fans who paid such Fan Payments.

14. Promoting Tax compliance and VAT:

a. General:

- i. We recommend that all Creators seek professional advice to ensure you are compliant with your local Tax and VAT rules, based on your individual circumstances.
- ii. By using OnlyFans as a Creator, you warrant (which means you make a legally enforceable promise) that you have reported and will report in the future the receipt of all payments made to you in connection with your use of OnlyFans to the relevant Tax authority in your jurisdiction, as required by law.
- iii. By using OnlyFans as a Creator you warrant (which means you make a legally enforceable promise) that you will at all times comply with all laws and regulations relating to Tax which apply to you. If, at any point whilst you have an OnlyFans account, any Tax noncompliance occurs in relation to you (including a failure by you to report earnings or the imposition on you of any penalty or interest relating to Tax) or if any litigation, enquiry, or investigation is commenced against you that is in connection with, or which may lead to, any occurrence of Tax non-compliance, you agree that you will:
 - 1. notify us by email to_vat@onlyfans.com in writing within 7 days of the occurrence of the Tax noncompliance or the commencement of the litigation, enquiry or investigation (as applicable); and
 - 2. promptly provide us by email to_vat@onlyfans.com with:
 - a. details of the steps which you are taking to address the occurrence of the Tax non-compliance and to prevent the same from happening again, together with any mitigating

- factors that you consider relevant; and
- b. such other information in relation to the occurrence of the Tax non-compliance as we may reasonably require.
- iv. For the avoidance of doubt, you are responsible for your own Tax affairs and OnlyFans is not responsible or liable for any non-payment of Tax by Creators.
- v. We reserve the right to close your OnlyFans account if we are notified of or become aware of any Tax non-compliance by you.
- b. UK VAT and UK established Creators:
 - i. For the purposes of UK VAT only, Creators are treated as providing their services to OnlyFans, rather than to Fans directly.
 - ii. If you are a Creator registered for UK VAT:
 - 1. You will be treated, for VAT purposes, as charging OnlyFans your Creator Earnings (80% of all and any Fan Payments), together with UK VAT at the prevailing rate in force at the time of the Fan Payment;
 - 2. OnlyFans also agrees that, subject to the terms set out in this section of these Terms of Use for Creators, you can add UK VAT at the prevailing rate in force at the time of the referral payment to the amount of any referral payments payable to you under the [Referral Program Terms](#) ("Referral Payments").
 - 3. You agree to use the OnlyFans VAT invoice generator tool which can be found at: <https://onlyfans.com/my/banking/vat/create-document> to generate monthly VAT invoices, addressed to Fenix International Limited, in respect of your Creator Earnings (and Referral Payments, if any) for the relevant period together with the VAT on such Creator Earnings (and Referral Payments, if any);
 - 4. The VAT element added to your Creator Earnings (and Referral Payments, if any) (the "VAT Amount") will be paid to you by us by way of a separate payment outside of your regular Creator Earnings, provided that you must have submitted to us copies of the following before payment of the VAT Amount will be made by us:
 - a. your VAT registration number by completing this form <https://onlyfans.com/my/banking/v at>;

- b. a valid VAT invoice generated and submitted using the OnlyFans VAT invoice generator tool and uploaded using <https://onlyfans.com/my/banking/vat/add-documents>; and
 - c. a VAT return made to HM Revenue & Customs, including a value of taxable supplies equal to or greater than the aggregate value of your Creator Earnings (and Referral Payments, if any) for the relevant period. You can find the monthly earning details at <https://onlyfans.com/my/stats/earnings>;
- iii. You shall pay the VAT Amount which is paid to you by us directly to HM Revenue & Customs;
- iv. If you need any further information or assistance on what is needed in order to receive the VAT Amount you can [email emailvat@onlyfans.com](mailto:emailvat@onlyfans.com).
- v. More information on who is required to register for VAT in the UK, and the VAT position for Creators whose earnings are not above the earnings threshold or who are not VAT registered can be found at <https://onlyfans.com/help/3/120> and in the following guidance from HM Revenue & Customs in the UK at <https://www.gov.uk/vat-registration/when-to-register>.
- vi. You agree that you will keep copies of all VAT invoices and VAT returns in connection with your earnings from OnlyFans and you will provide us with copies of such documents within 14 days of our written request that you do so. For the avoidance of doubt, it is your obligation to comply with all provisions of VAT legislation and make, give, obtain, maintain and keep accurate, complete and up-to-date records, invoices, accounts and other documents required for the purposes of the VAT legislation.
- vii. If you are a Creator in the UK who is not required to register for UK VAT, then you should monitor the level of taxable sales that you make in the UK (including any Referral Payments) to ensure you have not exceeded the VAT registration threshold in the UK. It is your obligation, as a taxable person, to monitor whether you have exceeded the VAT registration threshold.
- viii. We do not monitor earnings that Creators receive from other income sources. However, we will monitor the annual earnings of UK Creators on our platform, and if you are not already VAT registered and your earnings exceed the VAT

registration threshold, you will receive a notification from us asking you to register for VAT. If you receive such a VAT registration notification, you agree to register for VAT as soon as possible and to send your VAT registration number to us [at vat@onlyfans.com](mailto:atvat@onlyfans.com), within 6 weeks of such notification. Failure to do so may result in your OnlyFans account being closed.

Last updated: March 2021

ACCEPTABLE USE POLICY

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

This Policy applies to your use of OnlyFans and all Content on OnlyFans and forms part of your agreement with us. This Policy sets out what is and is not permitted on OnlyFans.

In this Policy, defined terms have the same meanings as in our [Terms of Use for all Users](#).

1. Do not use OnlyFans except for your own personal use and do not sell, rent, transfer, or share your account or any Content obtained from your use of OnlyFans to or with anyone else.
2. Only use OnlyFans in a manner and for a purpose that is lawful.
3. Do not upload, post, display, or publish Content on OnlyFans that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence or any illegal activity.
4. Do not use OnlyFans in any way which may exploit, harm, or attempt to exploit or harm any individual under 18 years old, for example by exposing them to inappropriate Content.
5. Do not upload, post, display, or publish Content on OnlyFans that:
 - a. shows, includes or refers to:
 - i. any individual under 18 years old (or which refers to individuals under 18 years old generally); or
 - ii. any other individual unless you have written documentation which confirms that all individuals shown or included or referred to in your Content are at least 18 years old, and you have a written consent from each individual to use their name or images (or both) in the Content;
 - b. shows, promotes, advertises or refers to:
 - i. firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
 - ii. drugs or drug paraphernalia;
 - iii. self-harm or suicide;
 - iv. incest;
 - v. bestiality;

- vi. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
- vii. necrophilia;
- viii. urine, scatological, or excrement-related material;
- ix. "revenge porn" (being any sexually explicit material featuring any individual who has not given prior, express and fully informed consent to that material (a) being taken, captured, or otherwise memorialized, or (b) being posted and shared on OnlyFans);
- x. escort services, sex trafficking, or prostitution;
- c. contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a nonconsensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
- d. contains, promotes, advertises or refers to hate speech (being Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear of, or violence against, a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);
- e. contains or refers to anyone else's personal data or private or confidential information (for example, telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for OnlyFans including passwords and security questions, financial information including bank account and credit card details, biometric data, and medical records) without that person's express written consent;
- f. either:
 - i. in the case of Content featuring public nudity, was recorded in or is being broadcast from a country, State or province where public nudity is illegal; or
 - ii. in the case of Content featuring sexual activities, was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor places where members of the public are not present, for example private property such as a private backyard, or secluded areas in nature where members of the public are not present).
- g. gives the impression that it comes from or is approved, licensed or endorsed by us or any other person or company;
- h. causes or is calculated to cause inconvenience, or anxiety to anyone

- else or which is likely to upset, embarrass, or cause serious offence to anyone else;
- i. is used or is intended to be used to extract money or another benefit from anyone else in exchange for removal of the Content; and/or
 - j. involves or promotes third party commercial activities or sales, such as contests, sweepstakes and other sales promotions, product placements, advertising, or job posting or employment ads without our prior express consent.
6. Do not use OnlyFans to stalk, bully, abuse, harass, threaten or intimidate anyone else.
 7. Do not use OnlyFans to engage in misleading or deceptive conduct, or conduct that is likely to mislead or deceive any other User.
 8. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing their Content without authorization.
 9. Do not do anything that violates our or someone else's rights, including intellectual property rights (examples of which are copyright, trademarks, confidential information, and goodwill), personality rights, unfair competition, privacy, and data protection rights.
 10. Do not impersonate us, one of our employees, another User, or any other person or company or falsely state or suggest any affiliation, endorsement, sponsorship between you and us or any other person or company.
 11. Do not provide false account registration information or make unauthorized use of anyone else's information or Content.
 12. Do not post or cause to be posted any Content which is spam, which has the intention or effect of artificially increasing any Creator's views or interactions, or which is otherwise inauthentic, repetitive, misleading or low quality.
 13. Do not transmit, stream, or otherwise send any pre-recorded audio or video material during a live stream or otherwise attempt to pass off recorded material as a live stream.
 14. Do not use other media or methods (for example the use of codewords or signals) to communicate anything which violates this Policy.
 15. Do not reproduce, print, distribute, attempt to download, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Content, except as permitted under the Terms of Service.
 16. Do not knowingly introduce any viruses, trojans, worms, logic bombs or other material into Content which is or may be malicious or technologically harmful.
 17. Do not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of OnlyFans.

18. Do not use OnlyFans in a way that could adversely affect our systems or security or interfere with any other User's use of OnlyFans, including their ability to engage in real time activities through OnlyFans.
19. Do not use any automated program, tool or process (such as web crawlers, robots, bots spiders, and automated scripts) to access OnlyFans or any server, network or system associated with OnlyFans, or to extract, scrape, collect, harvest or gather Content or information from OnlyFans.
20. Do not use OnlyFans' name, logo or any related or similar names, logos, product and service names, designs, or slogans other than in the limited ways which are expressly permitted in the Terms of Service or with our prior written agreement.

Breaches of this Policy may lead to your account being suspended or terminated, and access to your earnings being revoked, as set out in the Terms of Service.



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ONLYFANS TRANSPARENCY REPORT

JULY 2021

GOAL: Sharing data that sheds light on how the policies and actions of governments and corporations affect privacy, security, and access to information.

Security and Privacy

Legal processes, technology adoption, and other factors can impact the security and privacy of OnlyFans' users. This report contains information on user data disclosure as well as technical efforts to enhance security.

Global requests for user information:

GDPR Requests:

Total Data Requests for July 2021	398
Completed Data Requests for July 2021	80
Awaiting Information from Requester	305
Closed (Request closed by the user, Data Subject not established)	12
In progress	1

Legal:

Government agencies from around the world ask OnlyFans to disclose user information. We carefully review each request to make sure it satisfies laws of the relevant jurisdiction. The details of the number of requests we receive are here:

Enquiries from law enforcement and charity helplines

Total Enquiries Received in July	98
UK and ROW (Rest of World) Enquiries	31
US Enquiries	67
Total Enquiries Received since June 2020	783

OnlyFans handles requests from government agencies in civil, administrative, and criminal cases.

In all cases our legal teams require the agencies to issue a subpoena to compel disclosure of basic subscriber registration information, certain IP addresses, and additional information OnlyFans may have access to.

CSAM

How does OnlyFans identify CSAM on its platform?

We invest heavily in fighting child sexual exploitation online and use technology to deter, detect, and remove CSAM from our platforms. This includes automated detection and human review, in addition to relying on reports submitted by our users and third parties such as NGOs, in order to detect, remove, and report CSAM on our platforms. We deploy hash matching from NCMEC, Microsoft DNA, and other third party tools. We also deploy machine learning classifiers to discover never-before-seen CSAM, which is then confirmed by our specialist review teams.

What does OnlyFans do when it detects CSAM on its platform?

When we detect CSAM on our platforms, we immediately remove it from public view, make a "CyberTipline" report to NCMEC, and deactivate the user's account and/or take appropriate action (we put accounts into a secure server for 90 days). NCMEC serves as a clearinghouse and comprehensive reporting center in the United States for issues related to child exploitation. Once a report is received by NCMEC, they may forward it to law enforcement agencies around the world.

In addition to CyberTipline reports, where relevant we will make a report via our legal teams to the relevant enforcement agency to ensure rapid reporting and provide relevant contact points. This policy covers all jurisdictions where we operate.

How can I report suspected CSAM?

Each post and account has a report button, you can also email support@onlyfans.com (mailto:support@onlyfans.com) with any details you see. Community reporting is a very important part of our moderation.

CyberTipline reports to NCMEC

A report sent to NCMEC may include information identifying the user, the minor victim, and/or other helpful contextual facts. It may be the case that more than one report is sent on a particular user or piece of content — for example, in cases where content is identified from multiple sources. NCMEC may send those reports to law enforcement agencies around the world.

Total CyberTipline Reports

July 2021

14

Total OnlyFans Accounts Deactivated For Alleged CSAM

July 2021

15

CSAM hashes contributed to the NCMEC database

When we identify new CSAM we may create a hash of the content, add that to our internal repository and report it to NCMEC and other third party tools. Hashing technology allows us to find previously identified CSAM. We also share hash values with other providers so they can access these hashes as well. Contributing to NCMEC's and others hash databases is one of the key ways to fight online CSAM across industry. This metric represents the cumulative number of hashes OnlyFans has contributed to this effort this month.

Total hashes contributed

July 2021

1

Content removal

Laws around the world affect the availability of content on OnlyFans. Below is the data on content removal requests in an effort to inform discussions about online content regulation.

It is our policy to respond to clear and specific notices of alleged copyright infringement. The form of notice we specify in our web form is consistent with the Digital Millennium Copyright Act (DMCA) and provides a simple and efficient mechanism for copyright owners from countries/regions around the world. To initiate the process to delist content from Search results, a copyright owner who believes a URL points to infringing content sends us a takedown notice for that allegedly infringing material. When we receive a valid takedown notice, our teams carefully review it for completeness and check for other problems. If the notice is complete and we find no other issues, we delist the URL from Search results.

DMCA Reports:

Total DMCA Requests (requests to remove copyright-infringing content on 3rd-party websites)	July 2021	809
Trademark Requests (OnlyFans Trademark Violation Reports)	July 2021	18
DMCA Assistance to Creators (Other)	July 2021	875

Acceptable Use Policy

OnlyFans has a robust content moderation department with strict guidelines following our Acceptable Use Policy (/terms).

Total number of accounts deactivated due to AUP

July 2021

655

Total number of infringing posts removed due to AUP

July 2021

72761

Users of OnlyFans:

Creators are subject to an intensive onboarding screening process which is outlined here (/help/3/18/73).

Total Creator Accounts Submitted

July 2021

279222

Total Creator Accounts Approved

July 2021

114065

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Help (/help)

About (/about)

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Branding (/brand)

 (/twitter.com/onlyfans)

Store (https://store.onlyfans.com/)

Terms of Service (/terms)



(/instagram.com/onlyfans)

DMCA (/dmca)

Privacy (/privacy)

 English ▼

How it works (/how)

Referrals (/referrals)

USC 2257 (/usc2257)

Acceptable Use Policy
(/terms#acceptable-use-policy)Complaints Policy
(/terms#complaints-policy)

Cookie Notice (/cookies)

Standard Contract between Fan
and Creator (/contract)

Statement (/statement)



(/)

ONLYFANS TRANSPARENCY REPORT

AUGUST 2021

GOAL: Sharing data that sheds light on how the policies and actions of governments and corporations affect privacy, security, and access to information.

Security and Privacy

Legal processes, technology adoption, and other factors can impact the security and privacy of OnlyFans' users. This report contains information on user data disclosure as well as technical efforts to enhance security.

Global requests for user information:

GDPR Requests:

Total Data Requests for August 2021	220
Completed Data Requests for August 2021	149
Awaiting Information from Requester	61
Closed (Request closed by the user, Data Subject not established)	8
In progress	2

Legal:

Government agencies from around the world ask OnlyFans to disclose user information. We carefully review each request to make sure it satisfies laws of the relevant jurisdiction. The details of the number of requests we receive are here:

Enquiries from law enforcement and charity helplines

Total Enquiries Received in August	68
UK and ROW (Rest of World) Enquiries	26
US Enquiries	42
Total Enquiries Received since June 2020	851

OnlyFans handles requests from government agencies in civil, administrative, and criminal cases.

In all cases our legal teams require the agencies to issue a subpoena to compel disclosure of basic subscriber registration information, certain IP addresses, and additional information OnlyFans may have access to.

CSAM

How does OnlyFans identify CSAM on its platform?

We invest heavily in fighting child sexual exploitation online and use technology to deter, detect, and remove CSAM from our platforms. This includes automated detection and human review, in addition to relying on reports submitted by our users and third parties such as NGOs, in order to detect, remove, and report CSAM on our platforms. We deploy hash matching from NCMEC, Microsoft DNA, and other third party tools. We also deploy machine learning classifiers to discover never-before-seen CSAM, which is then confirmed by our specialist review teams.

What does OnlyFans do when it detects CSAM on its platform?

When we detect CSAM on our platforms, we immediately remove it from public view, make a "CyberTipline" report to NCMEC, and deactivate the user's account and/or take appropriate action (we put accounts into a secure server for 90 days). NCMEC serves as a clearinghouse and comprehensive reporting center in the United States for issues related to child exploitation. Once a report is received by NCMEC, they may forward it to law enforcement agencies around the world.

In addition to CyberTipline reports, where relevant we will make a report via our legal teams to the relevant enforcement agency to ensure rapid reporting and provide relevant contact points. This policy covers all jurisdictions where we operate.

How can I report suspected CSAM?

Each post and account has a report button, you can also email support@onlyfans.com (mailto:support@onlyfans.com) with any details you see. Community reporting is a very important part of our moderation.

CyberTipline reports to NCMEC

A report sent to NCMEC may include information identifying the user, the minor victim, and/or other helpful contextual facts. It may be the case that more than one report is sent on a particular user or piece of content – for example, in cases where content is identified from multiple sources. It may also be the case where the same content is identified associated with a user with multiple accounts, we only report that matter once, per NCMEC guidelines and standard operation procedures. NCMEC may send those reports to law enforcement agencies around the world.

Total CyberTipline Reports

August 2021

11

Total OnlyFans Accounts Deactivated For Alleged CSAM

August 2021

19

CSAM hashes contributed to the NCMEC database

When we identify new CSAM we may create a hash of the content, add that to our internal repository and report it to NCMEC and other third party tools. Hashing technology allows us to find previously identified CSAM. We also share hash values with other providers so they can access these hashes as well. Contributing to NCMEC's and others hash databases is one of the key ways to fight online CSAM across industry. This metric represents the cumulative number of hashes OnlyFans has contributed to this effort this month.

Total hashes contributed

August 2021

18

Content removal

Laws around the world affect the availability of content on OnlyFans. Below is the data on content removal requests in an effort to inform discussions about online content regulation.

It is our policy to respond to clear and specific notices of alleged copyright infringement. The form of notice we specify in our web form is consistent with the Digital Millennium Copyright Act (DMCA) and provides a simple and efficient mechanism for copyright owners from countries/regions around the world. To initiate the process to delist content from Search results, a copyright owner who believes a URL points to infringing content sends us a takedown notice for that allegedly infringing material. When we receive a valid takedown notice, our teams carefully review it for completeness and check for other problems. If the notice is complete and we find no other issues, we delist the URL from Search results.

DMCA Reports:

Total DMCA Requests (requests to remove copyright-infringing content on 3rd-party websites)	August 2021	717
Trademark Requests (OnlyFans Trademark Violation Reports)	August 2021	25
DMCA Assistance to Creators (Other)	August 2021	847

Acceptable Use Policy

OnlyFans has a robust content moderation department with strict guidelines following our Acceptable Use Policy (/terms).

Total number of accounts deactivated due to AUP

August 2021

1195

Total number of infringing posts removed due to AUP

August 2021

70109

Users of OnlyFans:

Creators are subject to an intensive onboarding screening process which is outlined here (/help/3/18/73).

Total Creator Accounts Submitted

August 2021

247479

Total Creator Accounts Approved

August 2021

95975

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Terms of Service (/terms)

 (/instagram.com/onlyfans)

DMCA (/dmca)

Privacy (/privacy)

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How it works (/how)

Referrals (/referrals)

USC 2257 (/usc2257)

Acceptable Use Policy
(/terms#acceptable-use-policy)Complaints Policy
(/terms#complaints-policy)

Cookie Notice (/cookies)

Standard Contract between Fan
and Creator (/contract)

Statement (/statement)

SEPTEMBER 2021

OnlyFans empowers creators from all genres to own their potential. We are committed to having robust protections and controls to ensure the safety, privacy, and well-being of the OnlyFans community while maximizing the freedom of our creators and fans to control and monetize the lawful content they produce and view. We do this by:

- **enforcing a zero-tolerance** against any content related to violence, trafficking, solicitation, child sexual exploitation, or child sexual abuse material (CSAM).
- **preventing** individuals from abusing our platform, and keeping off our platform, any individuals who would use OnlyFans in a way which negatively impacts on creator and fan safety.
- **detecting and blocking or taking-down** any material which violates our Terms of Service.
- **identifying and reporting** any illegal content to law enforcement agencies, NGOs such as the National Center for Missing and Exploited Children (NCMEC), and charities globally.
- **protecting** our creators and fans from infringements of their intellectual property rights, personality rights, privacy and data protection rights including content in breach of the Digital Millennium Copyright Act (DMCA) and other image/trademark rights.

With each of these controls, and many others across the platform, OnlyFans takes proactive and preventative measures that go above and beyond the legal requirements and our peers to provide a safe and very robust platform. This Transparency Report is designed to give visibility to our community into how we do this.

Security and Privacy

Legal processes, technology adoption, and other factors can impact the security and privacy of OnlyFans' users. This report contains information on user data disclosure as well as technical efforts to enhance security.

Global requests for user information:

GDPR Requests:

Total Data Requests for September 2021	638
Completed Data Requests for September 2021	418
Awaiting Information from Requester	219
Closed (Request closed by the user, Data Subject not established)	0

Total Data Requests for September 2021**638**

In progress

1

Legal:

Government agencies from around the world ask OnlyFans to disclose user information. We carefully review each request to make sure it satisfies laws of the relevant jurisdiction. OnlyFans handles requests from government agencies in administrative and criminal cases, as well as requests related to civil law matters.

In all cases OnlyFans requires the agencies to issue a subpoena (or similar legal order) to compel disclosure before disclosing basic subscriber registration information, certain IP addresses, and other information.

The details of the number of requests we receive are here:

Law Enforcement/Civil Law Enquiries/Charity helplines

Total Enquiries Received in September	103
UK and ROW (Rest of World) Enquiries	36
US Enquiries	67
Total Enquiries Received from June 2020 - September 2021 (UK, US, ROW)	954

OnlyFans handles requests from government agencies in civil, administrative, and criminal cases.

In all cases OnlyFans requires the agencies to issue a subpoena (or similar legal order) to compel disclosure before disclosing basic subscriber registration information, certain IP addresses, and other information.

CSAM Reporting*How does OnlyFans identify CSAM on its platform?*

We have a zero tolerance policy against, and invest heavily in fighting child sexual exploitation online and use technology to deter, detect, and remove CSAM from our platforms. Our proactive prevention and detection efforts include both automated and human review. Additionally, we respond immediately to reports submitted by our users and third parties such as NGOs, in order to detect, remove, and report suspected CSAM on our platforms. We deploy hash matching from NCMEC, Microsoft DNA, and other third-party tools. We also deploy machine learning classifiers to discover never-before-seen CSAM, which is then confirmed by our specialist review teams.

What does OnlyFans do when it detects CSAM on its platform?

When we detect suspected CSAM on our platforms, we immediately remove it from public view, make a "CyberTipline" report to NCMEC, and deactivate the user's account and/or take appropriate action (we put accounts into a secure server for 90 days). NCMEC serves as a

clearinghouse and comprehensive reporting center in the United States for issues related to child exploitation. Once a report is received by NCMEC, they may forward it to law enforcement agencies around the world.

In addition to CyberTipline reports, where relevant we work directly with law enforcement as needed to ensure rapid reporting and provide relevant contact points. This policy covers all jurisdictions where we operate.

How can I report suspected CSAM?

Each post and account has a report button, you can also email support@onlyfans.com (mailto:support@onlyfans.com) with any details you see. Community reporting is a very important part of our moderation.

CyberTipline reports to NCMEC

A report sent to NCMEC may include information identifying the user, the minor victim, and/or other helpful contextual facts to assist in protecting and safeguarding minors. It may be the case that more than one report is sent on a particular user or piece of content – for example, in cases where content is identified from multiple sources. It may also be the case where the same content is identified associated with a user with multiple accounts, we only report that matter once, per NCMEC guidelines and standard operation procedures. NCMEC may send those reports to law enforcement agencies around the world.

Total CyberTipline Reports

September 2021

106

CSAM hashes contributed to the NCMEC database

When we identify new CSAM where necessary or appropriate we create a hash of the content, add that to our internal repository and report it to NCMEC and other third-party tools. Hashing technology allows us, and others, to find previously identified CSAM. We also share hash values with other providers so they can access these hashes as well. Contributing to NCMEC's and others hash databases is one of the key ways to fight online CSAM across industry. This metric represents the cumulative number of hashes OnlyFans has contributed to this effort this month. For more statistics reflecting how we and other peer companies are contributing hashes to NCMEC, visit the NCMEC 2020 Reports by Electronic Service Providers (<https://www.missingkids.org/content/dam/missingkids/gethelp/2020-reports-by-esp.pdf>).

Total hashes contributed

September 2021

36

Content removal

We respect and value the rights of our content creators in their works and images and OnlyFans supports those rights by policing the unauthorized use and/or re-publishing of those creations and images on other sites or for unauthorized purposes. OnlyFans submits DMCA requests to

third party sites to enforce those rights. Just as we protect the property rights of our creators, OnlyFans respects the property rights of third parties and the unauthorized use of images or creations.

It is our policy to respond to clear and specific notices of alleged copyright infringement. The form of notice we specify in our web form is consistent with the Digital Millennium Copyright Act (DMCA) and provides a simple and efficient mechanism for copyright owners from countries/regions around the world to assert copyright over material posted on OnlyFans. To initiate the process to delist content from Search results, a copyright owner who believes a URL points to infringing content sends us a takedown notice for that allegedly infringing material. When we receive a valid takedown notice, our teams carefully review it for completeness and check for other problems. If the notice is complete and we find no other issues, we delist the URL from Search results.

DMCA Reports:

Total DMCA Requests (requests to remove copyright-infringing content on 3rd-party websites)	September 2021	1005
Trademark Requests (OnlyFans Trademark Violation Reports)	September 2021	28

Acceptable Use Policy

OnlyFans has a robust content moderation department with strict guidelines following our Acceptable Use Policy (/terms).

Total number of accounts deactivated due to AUP

September 2021	410
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Total number of infringing posts removed due to AUP

September 2021	68392
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Users of OnlyFans:

Creators are subject to an intensive onboarding screening process which is outlined here (/help/3/18/73).

Total Creator Accounts Submitted

September 2021	168397
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Total Creator Accounts Approved

September 2021	67433
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Total Creator Accounts Rejected

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Contact (/contact)	Blog (https://blog.onlyfans.com/)	Branding (/brand)
 (/twitter.com/onlyfans)	Store (https://store.onlyfans.com/)	Terms of Service (/terms)
 (/instagram.com/onlyfans)	DMCA (/dmca)	Privacy (/privacy)
 English ▼	How it works (/how)	Referrals (/referrals)
	USC 2257 (/usc2257)	Acceptable Use Policy (/terms#acceptable-use-policy)
	Complaints Policy (/terms#complaints-policy)	Cookie Notice (/cookies)
	Standard Contract between Fan and Creator (/contract)	Statement (/statement)