

User Agreement - Legal Disclaimer

Welcome to the User Agreement. This is a legal agreement between you and this provider doing business as This adult entertainment provider and hereinafter referred to as "This adult entertainment provider." When you access this adult entertainment site, you become a "User" having access to the Site only under the policies, terms and conditions below.

The policies, terms and conditions below limit the provider's liability and obligations to you. We urge you to carefully read the following terms and conditions, and all policies referenced below or elsewhere on the Site. The following policies and rules are incorporated into the User Agreement by reference: You have verified your age and legal right to view adult entertainment, you agree to the Payment Policy, acknowledge our Privacy Policy, Anti-Spam Policy, and Adult Content Policy. To the extent that there are any conflicts between the terms or conditions in such related policies and this User Agreement, the terms and conditions of the User Agreement shall govern.

YOU UNDERSTAND THAT BY CLICKING THE BUTTON TO CONTINUE ON THE REGISTRATION PAGE, BY USING THE SITE AND VIEWING ANY CONTENT PROVIDED THEREIN, AND BY INITIATING ANY FORM OF COMMUNICATION, YOU ARE AGREEING TO BE BOUND BY THIS User AGREEMENT THAT BINDS YOU IN THE SAME WAY THAT A PAPER CONTRACT BINDS YOU. ALL USE OF THE SITE IS SUBJECT TO THE TERMS OF THIS User AGREEMENT AND THE POLICIES, TERMS AND INSTRUCTIONS REFERENCED IN THE SITE, WHICH ARE INCORPORATED AND CONSIDERED AS PART OF THESE TERMS. YOU MUST ACCEPT WITHOUT MODIFICATION ALL OF THE TERMS, CONDITIONS, POLICIES AND NOTICES REFERENCED IN THIS User AGREEMENT IN ORDER TO ACCESS AND USE THE SITE. IF YOU DO NOT ACCEPT THIS User AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE.

1. Eligibility to use the Site is limited.

The Site are available only to persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. Without limiting the foregoing, the Site is not available to temporarily or indefinitely suspended Users.

You shall not use the Site or become a User if you are located or reside in a country (a) in which use or participation is prohibited by law, decree, regulation, treaty or administrative act or (b) is prohibited from entering into trade relations with the United States or its citizens. Such countries include, without limitation, Afghanistan, Burma, Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, Syria and Yugoslavia

2. You use or contact telephone models at your own risk.

This adult entertainment provider does not make editorial or managerial decisions concerning content, sexually explicit or otherwise. Nor will This adult entertainment provider be held responsible for any telephone models failure to comply with laws or regulations concerning the content of listings. This adult entertainment provider only acts as a technology service that allows Users to contact telephone models. This adult entertainment provider does not monitor the advice exchanged, and, as a result, This adult entertainment provider does not control, nor is responsible for, the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said by Users or telephone models. The Site is not intended for use as a payment service to exchange goods. This adult entertainment provider is not responsible for use or exchange of any information, files or goods between Users and telephone models. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site, in evaluating the qualifications of telephone models, and in disclosing personal information to telephone models. This adult entertainment provider recommends that you do not disclose personal contact information to telephone

models. If you do, you do so at your own risk. This adult entertainment provider assumes no responsibility for monitoring or otherwise policing its Users or telephone models in any way. If you ever believe that a telephone model has violated the law or is defrauding, threatening or endangering anyone, This adult entertainment provider urges you immediately to contact the police directly for help. In addition This adult entertainment provider does not recommend or encourage Users to use the Site to solicit telephone models to meet with them in person.

(b) This adult entertainment provider does not refer, endorse, recommend, verify, evaluate or guarantee any information, entertainment services or other products or services provided by telephone models, or any specific telephone model, and nothing shall be considered as a referral, endorsement, recommendation or guarantee of any telephone models by this adult entertainment provider. You must use your judgment to determine whether to initiate, receive and/or discontinue use of the telephone model(s). Users who initiate, receive and/or discontinue use of the telephone model(s) do so entirely at their own risk, and This adult entertainment provider bears no responsibility in this regard in accordance with its Privacy Policy. This adult entertainment provider does not monitor telephone conversations between Users and telephone models. However, This adult entertainment provider reserves the right to contact Users and review Mail without revealing its identity, in order to evaluate compliance with the rules and policies set forth in this User Agreement and to take other action as set forth in the Privacy Policy. Therefore, we urge you to review and understand the Privacy Policy. As part of this User Agreement you are agreeing to the terms and conditions set forth in the Privacy Policy and are obliged to abide by the agreements contained in that document.

(c) If you have a dispute with a telephone model, or suffer any harm arising out of or connected with any telephone model(s), you hereby waive all claims against and release This adult entertainment provider (and its subsidiaries, employees, officers, directors, shareholders, suppliers, joint venturers and agents) from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Services or with regard to such disputes. If you are a California resident, you waive your rights under California Civil Code §1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations waive their rights under analogous laws, statutes or regulations.

3. This adult entertainment provider may modify this User Agreement, or suspend or terminate your use of the Site, at any time without notice to you.

(a) This adult entertainment provider reserves the right in its sole discretion to modify or discontinue the Site, or modify the terms and conditions of your use of the Site, without notice. All modified terms and conditions will be effective thirty (30) days after they are initially posted on the Site. Changes to the Payment Policy are effective after This adult entertainment provider provides telephone models with at least fourteen (14) days notice of the changes by emailing telephone models. If any modification is not acceptable to you, your only recourse is to cease using the Site. By continuing to use the Site or any Services following any posting of a new User Agreement or policies on the Site, you accept and agree to be bound by the new User Agreement or policies.

This adult entertainment provider acts only as an interface to facilitate communications initiated between Users and telephone models.

5. You are solely responsible for all use made of the Site under your password and User account information and agree to pay for all telephone model Services purchased.

6. In using or accessing the Site or telephone model Services, you agree to comply with the following:

(a) You (as a telephone model) are solely responsible for the content provided and the content on listings created under your User account.

(b) You (as a User receiving telephone model) will not record or otherwise store any live or pre-recorded voice telephone model Services that you receive through the Site. You (as a model providing telephone model Services) will not record or otherwise store any calls you conduct with a User.

(c) You will not use the Site for any purpose that is unlawful, fraudulent or contrary to this User Agreement and the policies of This adult entertainment provider, and you will cooperate fully with This adult entertainment provider to investigate any suspected unlawful, fraudulent or improper activity.

(d) You will conduct all for-fee communications that you have with other Users only through the Site, and you will not circumvent or attempt to circumvent the Site using third-party payment services.

(e) You will not use the Site in any manner that harasses another User or could interfere with any other party's use or enjoyment of the Site. You will respect the privacy of others and not use the Site for unwelcome, rude or abusive communications.

(f) You will not "frame," "mirror" or otherwise copy any portion of the Site without This adult entertainment provider's express written authorization.

(g) You will continue to provide true, accurate and complete payment registration information and will maintain as current and promptly update your personal contact information that you provide to This adult entertainment provider, as applicable. You will not use false identities or impersonate any other person or use a name that you are not authorized to use.

(h) You will adhere to all applicable laws and regulations governing your actions in connection with the Site and (as a Speaker providing Speaker Services) are responsible for meeting the requirements of applicable record keeping laws, including, but not limited to, meeting the requirements of 18 U.S.C. 2257 and related regulations.

THE SITE AND ANY TELEPHONE MODEL SERVICES OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. THIS ADULT ENTERTAINMENT PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, TELEPHONE MODEL SERVICES AND ALL COMMUNICATIONS MADE THROUGH THE SITE, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, This adult entertainment provider makes no representation or warranty that the operation of the Site will be error free. Some states do not allow the exclusion of warranty, so the above exclusions may not apply to you.

11. This adult entertainment provider's liability for your access to and use of the Site is limited and you are responsible for your use of the Site.

UNDER NO CIRCUMSTANCES WILL THIS ADULT ENTERTAINMENT PROVIDER OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE OR SPEAKER SERVICES, WHETHER OR NOT THIS ADULT ENTERTAINMENT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS ADULT ENTERTAINMENT PROVIDER AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (a) THE TOTAL FEES ACTUALLY EARNED BY THIS ADULT ENTERTAINMENT PROVIDER FROM YOU (AFTER PAYMENTS TO

TELEPHONE MODELS AND OTHER THIRD PARTIES). THIS ADULT ENTERTAINMENT PROVIDER WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you.

YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THIS ADULT ENTERTAINMENT PROVIDER, AND ITS EMPLOYEES, SUBSIDIARIES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE SITE OR PROVISION OF TELEPHONE MODEL SERVICES, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, FORESEEABLE AND UNFORSEEABLE, DISCLOSED AND UNDISCLOSED. In each case, This adult entertainment provider will provide you with written notice of such claim, suit or action.

12. This adult entertainment provider prohibits the unauthorized use of copyrighted materials and trademarks.

YOU SHALL NOT USE THE SITE OR ITS ADVISOR SERVICES TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO OR STORE ANY MATERIAL THAT INFRINGES COPYRIGHTED WORKS, TRADEMARKS, OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

This adult entertainment provider Copyright and Trademark Related Policy:

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide This adult entertainment provider with the following information required under 17 U.S.C. § 512:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the Site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit This adult entertainment provider to locate the material;
- (d) Information reasonably sufficient to permit This adult entertainment provider to contact the complaining party, including a name, address, telephone number and, if available, an email address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of notice as requested, This adult entertainment provider will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged use from the Site.

If you believe that your federally registered trademark is being used by an Advisor or User in a way that constitutes trademark infringement, please provide This adult entertainment provider with the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the registered trademark owner;
- (b) Information reasonably sufficient to permit This adult entertainment provider to contact the registered trademark owner or its authorized agent, including a name, address, telephone number and, if available, an email address;
- (c) Identification of the trademark(s) claimed to have been infringed, including a copy of each relevant federal trademark registration certificate(s);
- (d) Information reasonably sufficient to permit This adult entertainment provider to identify the use being challenged by the registered trademark owner;
- (e) A statement that the registered trademark owner has not authorized the challenged use, and that the registered trademark owner has a good-faith belief that the challenged use is not authorized by law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is the registered trademark owner or is authorized to act on behalf of the registered trademark owner.

Upon receipt of notice as described above, This adult entertainment provider will confirm the existence of the federal registration of the trademark in question and will take whatever action, in its sole discretion, it deems appropriate, including following confirmation of the existence of the federal registration, removal of the challenged use from the Site, with notice to the Advisor or User in question, if, in This adult entertainment provider's sole discretion, This adult entertainment provider concludes that the mark or name is identical to the registered mark and is used in connection with goods and/or services covered by the trademark owner's federal registration, unless, prior to such removal, the Advisor or User in question demonstrates that it has its own trademark registration or approved trademark application covering the use in question.

Notwithstanding the foregoing, This adult entertainment provider will comply as appropriate with the terms of any court order relating to the behavior of the challenged party identified in such court order.

13. Links to Other Websites.

The Site may provide links to websites other than This adult entertainment provider. Such links are provided for reference only, and This adult entertainment provider neither controls such websites nor endorses any of the material on any such websites or any association with their operators.

14. Notice.

Any notice or other communication to be given hereunder will be in writing and given (a) by This adult entertainment provider via facsimile, receipt confirmed, United States mail or email (in each case to the number or address that you provide), and (b) by you via email to customerservice@houseofphonesex.com. The date of receipt shall be deemed the date on which such notice is transmitted in the case of facsimile or email, and five (5) days after receipt by the U.S. Postal Service in the case of United States mail.

15. No Assignment.

You shall not assign this User Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of This adult entertainment provider. Any such purported assignment or delegation by you without the appropriate prior written consent of This adult entertainment provider will be null and void and of no force or effect, unless otherwise expressly consented to by This adult entertainment provider at its sole and absolute discretion. This adult

entertainment provider may assign this Agreement or any rights hereunder without your consent.

16. Relationship of the Parties.

Notwithstanding any provision hereof, for all purposes of this User Agreement each party shall be independent and act independently and not as a contractor, partner, joint venturer, agent, employee or employer of the other and shall not bind nor attempt to bind the other to any contract.

17. Arbitration.

Any controversy or claim arising out of or relating to this User Agreement, the breach thereof or its subject matter shall be settled by binding arbitration in accordance with the consumer commercial arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final and un-appealable. The arbitration shall be conducted in Sandy, Oregon and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary, This adult entertainment provider, the User or any other party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

18. You consent to the use of (a) electronic means to complete this User Agreement, to use the Site and to provide you with any notices given pursuant to this User Agreement, and (b) electronic records to store information related to this User Agreement or your use of the Site.

You can request a copy in paper form of this User Agreement and any other records relating to this User Agreement or your use of the Site by sending a written request to This adult entertainment provider, Po Box 1893, Sandy, OR 97055. You understand and agree that this User Agreement and any notices given pursuant to this User Agreement are enforceable in electronic format.

19. Miscellaneous.

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. This adult entertainment provider's failure to act with respect to a breach by you or others does not waive This adult entertainment provider's right to act with respect to subsequent or similar breaches. The failure of This adult entertainment provider to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. This User Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties acknowledge that this User Agreement evidences a transaction involving interstate commerce. The Federal Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this User Agreement. You agree that this User Agreement and the User rules and restrictions and policies contained herein, and This adult entertainment provider's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and This adult entertainment provider. This User Agreement together with the rules and policies of This adult entertainment provider constitutes the entire agreement between This adult entertainment provider and you with respect to the subject matter hereof.