

## TERMS AND CONDITIONS

By clicking 'Order' below you agree that you (hereinafter "Lessee") have read and understood all the information below.

All of the following terms and conditions must be adhered to and are legally binding immediately upon agreement with us ("The Company")

The Company reserves the right to terminate this agreement upon their discretion. Failure to comply with any of the terms below in Company's opinion could result in the termination of your account and ban from our services.

The Company agrees to lease, on a month-to-month basis, specific video and photographic materials (hereinafter "feeds") to "lessee" as detailed in the on-line order form for consideration as presented in the pricing section of this website

"Lessee" understands and agrees that as a new customer "lessee" will be required to send the first full payment within one (1) week of setup or your account may be deactivated. Should your account be de-activated due to non-payment, it will be immediately reactivated once payment has been received. . Additionally, if your account has been delinquent for over 45 days both "lessee" and "lessee's company" will be forwarded onto a collection agency or attorney for remittance. "Lessee" understands that any reference in this Agreement to the Company will be a reference also to all parent, subsidiary and affiliated entities, all benefit plans, the benefit plans 'sponsors, fiduciaries, administrators, and all successors and assigns of any of them.

### **Specific rights to images and video material**

"Lessee" of our "Feeds" will only have the right to link to the Company's servers, where the images and video feeds are hosted, from the links that are provided after signup. "Lessee" can only use the Company's "feeds" on websites that are owned by "lessee" and can be verified through an independent agency, such as Internic. Any attempt to circumvent the Company's security protocols, intentionally or unintentionally, will constitute a willful breach of this contract and the Company will have the right to deactivate your account without refund and any recover damages incurred.

Under no circumstances may "lessee" gain compensation by reselling or leasing our "feeds" to any other company or individual. Additionally, by leasing said "feeds", "lessee" is granted a license to use our "feeds" from the linking URLs provided to "lessee" by the Company on a month-to month basis. "Lessee" may use promotional materials, from the Company's website (section known as "Icons/Buttons"). "Lessee" is not permitted to remove, copy, alter or download, in any way, images (photographic and/or video) from our "feeds" without written permission from an officer of the Company.

### **Required Notice for Termination of Services**

"Lessee" agrees to give a written notice, at least 30 days prior, of any intended termination. "Lessee" understands that by giving such notice "lessee" will still be held responsible and expected to pay any outstanding balances due on "lessee's" account up to the day of said termination. Any and all costs incurred by the Company to collect unpaid balances, including but not limited to attorney's fees, court costs, collection agency fees, will be borne by Lessee.

Written notice to the Company or its officers, directors, employees or agents, shall be sent to [accounting@sexentertain.com](mailto:accounting@sexentertain.com) or by fax to 310.575.0028. The written notice shall identify and describe the nature of all requests upon which such termination is based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

### **Entire Agreement.**

This offer letter terminates and supersedes any and all prior agreements and understandings between you "lessee" and The Company. (written, oral or otherwise) with respect to lease of "feeds" compensation by the Company. You acknowledge that no other representations, oral or written, have been made regarding the subject matter hereof, other than those explicitly provided herein. You further acknowledge that you have not relied on any oral or written representations not explicitly contained herein in executing this offer.

### **Governing Law.**

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of California, excluding only its conflicts of laws principles. The parties irrevocably

submit to the jurisdiction of the State and Federal Courts in Los Angeles County, California, United States of America over any suit, action or proceeding arising out of or related to this Agreement.

**Amendments and Modifications.**

This Agreement may be modified only in writing executed by The Company. The Company also reserves the right in its sole and absolute discretion to make changes at any time to the other documents or programs referenced in this Agreement.

**Severability.**

In the event that any portion of this offer letter is in violation of any statute or public policy, then only the portions of this offer letter which violate such statute or public policy shall be stricken and all other portions of this offer letter shall continue in full force and effect.

**Headings.**

Headings of particular paragraphs of this Agreement are inserted for convenience and are in no way to be construed as part of this Agreement or a limitation of the scope of the particular paragraph to which the headings refer.

**Assignment.**

Neither of the parties hereto shall without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided that, in the event of a merger or consolidation of the Company with any other entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties and obligations of the Company hereunder. In addition, the Company will require any purchaser of all, or substantially all, of its assets to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no sale of its assets had taken place.

**Acknowledgment.**

You, "Lessee", acknowledge that you have read this Agreement in its entirety, including all the exhibits hereto, and fully understand the terms of the Agreement and its exhibits and are signing the Agreement voluntarily and with full knowledge of its significance. You further acknowledge that you have had the opportunity to consult with an attorney, if you so chose, prior to executing this Agreement.

Waiver: A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATION TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATION BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

This offer letter terminates and supersedes any and all prior agreements and understandings between you "lessee" and the Company (written, oral or otherwise) with respect to lease of "feeds" and compensation to the Company. You acknowledge that no other representations, oral or written, have been made regarding the subject matter hereof, other than those explicitly provided herein. You further acknowledge that you have not relied on any oral or written representations not explicitly contained herein in executing this offer.