

XXXSex.com
Terms-of-Use Agreement

Last Updated: March 22, 2016

Internet Key, Inc., a New Jersey corporation (the “**Company**”), welcomes you to www.xxxsex.com (the “**Website**”), an adult entertainment website. It is important to the Company that you and other visitors have the best possible experience while using the Website, and that, when you use the Website, you understand your legal rights and obligations. Please read this terms-of-use agreement, which govern your use of the Website, including any content, functionality, and services offered on or through the Website. Your access to the Website is on the condition that you agree to this agreement. Please pay special attention to the following: (1) **disclaimer of warranties (section 14)**; (2) **limit on liability and exclusion of damages (sections 15 and 16)**; (3) **place for resolving disputes (section 19.2)**; (4) **mandatory mediation and arbitration (sections 20.3 and 20.4)**; (5) **class action waiver (section 20.8)**; and (6) **limitation on time to file disputes (section 20.9)**. By accessing the Website, including purchasing a membership, you agree to this agreement and the [privacy policy](#). If you do not want to agree to this agreement or the [privacy policy](#), you must not access the Website.

Section 230(d) Notice: In accordance with [47 U.S.C. § 230\(d\)](#), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar terms.

Minors prohibited. The Website contains adult oriented content and is not intended for minors. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. The Company forbids all persons who do not meet these age requirements from accessing the Website. If minors have access to your computer, please restrain their access to sexually explicit material by using any of the following products, which the Company provides for informational purposes only and does not endorse: [CYBERSitter™](#) | [Net Nanny®](#) | [CyberPatrol](#) | [ASACP](#).

Child Pornography prohibited. The Company prohibits pornographic content involving minors. The Company only allows visual media of consenting adults for consenting adults on the Website. If you see any visual media, real or simulated, depicting minors engaged in sexual activity within the Website, please report this to the Company promptly at support@sksupport.com. Please include with your report all appropriate evidence, including the date and time of identification. The Company will promptly investigate all reports and take appropriate action. The Company fully cooperates with any lawenforcement agency investigating child pornography.

1. Introduction

- 1.1 The Website provides access to pornographic content that may contain graphic depictions, nudity, adult language, and descriptions of explicit sexual activity, including heterosexual, bisexual, homosexual, and transsexual situations of a sexual nature. To access most of the content on the Website, you must purchase a membership.

Your membership will automatically renew under this agreement. Your membership will continue for the length of the initial term you select and at the end of your prepaid membership, it will automatically renew for additional prepaid periods of the same

length unless you choose to cancel before that renewal. In order to cancel your membership, you must visit sksupport.com. Your payment method will automatically be charged at the rates in effect at the time of renewal.

This Website engages in pre-checked cross sales and negative option marketing. You must affirmatively uncheck boxes if you do not want the additional services being offered.

- 1.2 This agreement applies to all users of the Website, whether you are a “visitor” or a “registered user.” By purchasing a membership or by accessing any part of the Website, you agree to this agreement and the [privacy policy](#). If you do not want to agree to this agreement or the [privacy policy](#), you must [leave the Website](#). If you breach any part of this agreement, the Company may revoke your license to access the Website, block your access, and cancel your membership.

- 1.3 **The Company may change this agreement on one or more occasions by updating this page. The top of this page will tell you when the Company last updated this agreement. Changes will take effect on the “last updated” date stated on the top of this page. Changes will not operate retroactively. The Company will try to notify you when it changes this agreement if it can do so in a reasonable manner. But you should frequently check this page to make sure that you are operating under the most current version of this agreement. The Company will consider your continued use of the Website after it posts the changes as your acceptance of the changes even if you do not read them. If you do not agree to the changes, your sole remedy is to stop accessing the Website.**

- 1.4 If you have any questions about this agreement or any questions or comments about the Website, please email the Company at support@sksupport.com.

2. Eligibility Requirements

- 2.1 The Website contains uncensored sexually explicit material unsuitable for minors. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. **If you do not meet these age requirements, you must not access the Website and [must leave now](#).**
- 2.2 By accessing the Website, you state that the following facts are accurate:
- (a) You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;
 - (b) All information you provided to the Company is accurate and you will promptly update this information when necessary to make sure that it remains accurate;
 - (c) You own (or have permission to use) the credit card you pay with and authorize the Company (or its authorized payment processing agent) to charge the credit card according to the membership you choose;

- (d) You are aware of the adult nature of the content available on the Website and that you are not offended by content of this nature;
- (e) You are familiar with your community's laws affecting your right to access adult oriented materials;
- (f) You have the legal right to access adult oriented materials, and the Company has legal right to transmit them to you;
- (g) You are voluntarily requesting adult oriented materials for your own private enjoyment;
- (h) You will not share these materials with a minor or otherwise make them available to a minor; and
- (i) By logging on, you will have released and discharged the providers, owners, and creators of the Website from all liability that might arise.

3. Intellectual Property Rights

3.1 Ownership of Website

The Website and its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement of it) are owned by the Company, its licensors, or other providers of the material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3.2 Trademarks

The Company name and logo are the trademarks of the Company, and must not be copied, imitated, or used, in whole or in part, without the Company's advance written permission. In addition, all page headers, custom graphics, button icons, and scripts are the Company's service marks, trademarks, and trade dress, and must not be copied, imitated, or use, in whole or in part, without the Company's advance written permission. **3.3 License Grant**

The Company hereby grants you a nonexclusive, nonsublicensable, nontransferable license to access the Website and its content for your personal and noncommercial use in accordance with this agreement. "**Access**" means visit the Website, use its services, and view or download its content. "**Content**" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, and other materials found on the Website.

3.4 License Restrictions

- (a) The license granted in section 3.3 does not include any of the following:

- (i) resale or commercial use of the Website;
- (ii) distribution, public performance, or public display of the Website or the content;
- (iii) changing or otherwise making any derivative uses of the Website and the content, or any part of the Website or the content, unless the Company specifically authorizes change or derivative use in a separate written agreement with you;
- (iv) use of any data mining, robots, or similar gathering or extraction methods;
- (v) downloading (other than webpage caching) any part of the Website or the content except as permitted on the Website; or
- (vi) any other use of the Website or the content other than for its intended purpose.

(b) Your license to access the Website does not transfer ownership of or title to a copy of any content that you view or print, and the Company only authorizes you to use your copy in accordance with this agreement. If you download or print a copy of the content for your personal use, you must retain all copyright and other proprietary notices embedded in the content. Any use of the Website or the content except as authorized by this agreement will terminate the license granted here. Unauthorized use of the Website or the content may also violate intellectual property laws or other laws. Unless stated here, nothing in this agreement should be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. The Company may revoke this license at any time.

4. Your Account

4.1 Account Creation

To fully access the Website, you must purchase a membership. To purchase a membership, you must complete the registration process by providing the Company with accurate information as prompted by the registration form. You also will choose a password and a username.

4.2 Responsibility for Account

You are entirely responsible for maintaining the confidentiality of your password and account. Further, you are entirely responsible for all activities that occur under your account. You will promptly notify the Company of any unauthorized use of your account or any other breach of security.

4.3 **Liability for Account Misuse**

The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by the Company or another party due to someone else using your account or password.

4.4 **Use of Other Accounts**

You will not use anyone else's account at any time.

4.5 **Account Security**

The Company cares about the integrity and security of your personal information. But the Company cannot guarantee that unauthorized third parties will never be able to defeat the Website's security measures or use any personal information you provide to the Company for improper purposes. You acknowledge that you provide your personal information at your own risk.

5. **Membership Fees**

5.1 **Notice Regarding Cross Sales**

You may be asked to join one or more additional websites as part of the sign up process. If you join one or more additional websites as part of the sign up process, you will be subject to the terms and privacy policies for those additional websites, and you hereby consent to the Company disclosing the information you provided during sign up to those additional websites.

5.2 **Payment**

You must pay in advance by credit card or debit card. You must make all payments in U.S. dollars. The membership fee excludes any taxes or currency transmission charges, which are extra costs charged to you. **We may receive updated credit card information from your credit card issuer.**

5.3 **Recurring Billing**

By starting your membership and providing or designating a payment method, you authorize the Company to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Website. Your membership will continue for the length of the initial term you select and at the end of your prepaid initial term, it will automatically renew for additional prepaid periods of the same length unless you chose to cancel before that renewal, or your membership is cancelled, terminated, or discontinued by you or by the Company. Your account will automatically be charged at the rates in effect at the time of renewal. The Company may, at its option, process your renewal monthly instead of your chosen membership term.

5.4 **Price Changes**

The Company may adjust pricing for its service or any components of it in any way and at any time as it may determine in its sole discretion. Except as otherwise provided in this agreement, any price changes will take effect following email notice to you.

5.5 **Billing Cycle**

The membership fee will be billed at the beginning of the initial term of your membership and each month afterwards until you cancel your membership. The Company automatically bills your payment method each month on the calendar day corresponding to the start of your paying membership. Membership fees are fully earned on payment.

5.6 **Billing Disputes**

If you believe that the Company has charged you in error, you must notify the Company in writing no later than 30 days after you receive the billing statement in which the error first appeared. **If you fail to notify the Company in writing of a dispute within this 30day deadline, you waive any disputed charges.** You must submit any billing disputes in writing to support@sksupport.com and include a detailed statement describing the nature and amount of the disputed charges. The Company will correct any mistakes in a bill and add or credit them against your future payments.

5.7 **Chargebacks**

You are liable to the Company for any credit card chargebacks or related fees that the Company incurs on your account. If you fail to pay the Company for any credit card chargeback or related fees no later than 30 days after its initial demand for payment, you will pay the Company \$100 in additional liquidated damages, plus any costs the Company incurs for each chargeback or related fee.

5.8 **Refunds**

The Company considers all purchases final when made, except that the Company may approve a refund in the form of a credit on request if exceptional circumstances exist. If you believe exceptional circumstances exist, please email the Company at support@sksupport.com and explain the exceptional circumstances that you believe merits a refund. The Company is not making any promise that it will give you a refund. If the Company gives you a refund, the Company will issue the refund in the form of a credit to the credit card you used for your purchase; the Company will not make refunds in the form of cash, check, or free services.

5.9 **Cancellation**

You may cancel your membership at any time, and you will continue to have access to the Website through the end of your billing cycle. The Company does not provide refunds or credits for any partial-month membership periods. To cancel, please visit sksupport.com.

6. User Conduct

6.1 You are solely responsible for all acts and omissions that occur because of your use of the Website. As a condition of your access of the Website and your continued access of the Website, you must:

- (a) Comply with all laws and regulations of any governmental body that apply to your access to the Website and its content, including laws relating to the Internet, data, email, privacy, or the sending of technical data exported from the United States or the country where you live;
- (b) Not use the Website for any unlawful purpose or in any way that is prohibited by this agreement or that exposes the Company to civil or criminal liability, including soliciting or promoting prostitution;
- (c) Not use the Website to infringe on the intellectual-property rights of another person, including to make, obtain, post, or otherwise access illegal or infringing copies of copyrighted content;
- (d) Not use the Website to submit, publish, display, disseminate, or otherwise communicate any defamatory, libelous, inaccurate, abusive, harmful, threatening, obscene, offensive, hateful, discriminatory, infringing, or illegal material to any other user of the Website or to any other person;
- (e) Not use the Website to exploit or harm or to try to exploit or harm minors by exposing them to inappropriate content, asking for personal information, or otherwise;
- (f) Not use the Website to harass, stalk, or otherwise invade the privacy of another person (including the dissemination of personal information);
- (g) Not use the Website to promote the physical harm or injury of any individual or group, or promote any act of cruelty to animals;
- (h) Not use the Website to engage in false or deceptive advertising or trade practices;
- (i) Not use or try to use any other user's account on the Website;
- (j) Not impersonate another person during your use of the Website, including registering or trying to register another person for an account;
- (k) Not use any automated means—including robots, spiders, crawlers, or data mining tools—to download, monitor, or use data or content from the Website or otherwise access any content on the Website through any technology or means other than those provided or authorized by the Website;

- (l) Not attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- (m) Not use the Website to collect email addresses for sending unsolicited messages;
- (n) Not collect or harvest any personally identifiable information, including account names, from the Website;
- (o) Not take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Company's technology infrastructure or otherwise make excessive demands on it;
- (p) Not forge headers or otherwise manipulate identifiers to disguise the origin of any information you send;
- (q) Not disable, circumvent, or otherwise interfere with security related features of the Website, features that prevent or restrict use or copying of content, or features that enforce limits on the use of the Website or the content on it, including any digital rights management (DRM) functionality;
- (r) Not remove any proprietary notices or labels—including copyright, patent, service mark, or trademark notices—on the content;
- (s) Not try to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Website;
- (t) Not post, link to, or otherwise make available on the Website any content that contains software viruses or any computer code, file, or program designed to interrupt, destroy, limit, or monitor the functionality of any software, hardware, or telecommunications equipment;
- (u) Not send, create, or reply to so-called "mail bombs" (that is, emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent); engage in "spamming" (that is, unsolicited emailing for business or other purposes); or undertake any other activity that may adversely affect the operation or enjoyment of the Website by another person;
- (v) Not copy, distribute, or disclose any part of the Website in any medium, including by any automated or non-automated "scraping;"
- (w) Not reproduce, sell, resell, or otherwise commercially exploit or make available the Website or its content to any other person;
- (x) Not "frame" or "mirror" the Website; or
- (y) Not reverse engineer any part of the Website.

6.2 The Company may change, limit, or cancel your access if you fail to comply with this section. Unauthorized use of the Website or the content may also violate various laws, including copyright and trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Company will take appropriate action against you for any unauthorized use of the Website or the content, including civil, criminal, injunctive relief, and termination of your access or registration.

7. **Links**

The Website may contain links to third-party websites or resources. You acknowledge that the Company is not responsible or liable for: (1) the availability or accuracy of those websites or resources; or (2) the content, products, or services on or available from those websites or resources. Links to third-party websites or resources do not imply any endorsement by the Company of those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

8. **Third-Party Content**

Through the Website, you will have the ability to access or use content provided by third parties. The Company cannot guarantee that third-party content will be free of material you may find objectionable or otherwise. The Company will not be liable to you for your access or use of any third-party content.

9. **Privacy**

9.1 For information about how the Company collects, uses, and shares your information, please review the [privacy policy](#). You acknowledge that by using the Website you consent to the collection, use, and sharing (as set out in the privacy policy) of this information, including the transfer of this information to the United States or other countries for storage, processing, and use by the Company.

9.2 By accessing the Website, you acknowledge that Internet transmissions are never completely private or secure. You also acknowledge that others may read or intercept any message or information you send to the Website even if there is a special notice that a particular transmission is encrypted.

9.3 The Company may use software that automatically tracks performance and usage information to evaluate the Website. This software will not personally identify you.

10. **Termination**

10.1 **Termination on Notice**

Either party may terminate this agreement at any time by notifying the other party.

10.2 **Termination by the Company**

The Company may suspend, disable, or cancel your access to the Website (or any part of it) if it determines that you have breached this agreement or that your conduct would tend to damage the Company's reputation and goodwill. If the Company terminates your access for any of these reasons, you must not access the Website. The Company may block your email address and IP address to prevent further access.

10.3 **Effect of Termination**

On termination, your right to access the Website and all licenses granted by the Company terminates.

10.4 **Survival of Provisions**

This agreement's provisions that by their nature should survive termination will survive termination, including ownership provisions, disclaimers, and limitations of liability. Termination of your access to the Website will not relieve you of any obligations arising or accruing before termination or limit any liability that you otherwise may have to the Company or any third party.

11. **Reliance on Information Posted**

11.1 The Company makes the information presented on or through the Website available for general information purposes only. The Company is not making any warranty about the accuracy or usefulness of this information. Any reliance you place on this information is strictly at your own risk. The Company will not be liable for any reliance placed on these materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

11.2 The Website includes content provided by third parties, including materials provided by other users, third-party licensors, syndicators, or aggregators. All statements or opinions expressed in these materials, and all responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person providing these materials. These materials do not reflect the opinion of the Company. The Company will not be liable to you or any other person for the content or accuracy of any materials provided by any third parties.

12. **Changes to the Website; Availability**

12.1 Although the Company may update the content on the Website on one or more occasions, the content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and the Company is not required to update that material. If you believe you have found errors or omissions on the Website, you can bring them to the Company's attention by contacting it at support@sksupport.com.

12.2 While the Company will try to make sure that the Website is always available, it does not guarantee continuous, uninterrupted, or secure access to the Website. Many factors or circumstances outside of the Company's control may interfere with or adversely affect its operation of the Website.

13. **Compliance with Law**

The Company is located in the state of Delaware in the United States. The Company is not making any statement that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website might not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for complying with all local laws.

14. **Disclaimers**

14.1 You acknowledge that the Company cannot and does not state that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for keeping a means external to the Website for any reconstruction of any lost data. The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.

14.2 Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. The Company provides the Website, its content, and any services or items obtained through the Website "as is," "with all faults," and "as available," without making any warranties, either express or implied. The Company is not making any warranty about the completeness, security, reliability, quality, accuracy, or availability of the Website. The Company is not making any warranties (1) that the Website, its content, or any services or items obtained through the Website will be accurate, reliable, error-free, or uninterrupted; (2) that defects will be corrected; (3) that the Website or the server that makes it available are free of viruses or other harmful components; or (4) that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

14.3 The Company is not making any warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, title, noninfringement, privacy, and fitness for particular purpose.

15. **Limit on Liability; Release**

15.1 The Company will not be liable to you for any of the following:

- (a) Errors, mistakes, or inaccuracies of content;

- (b) Personal injury or property damage resulting from your access to and use of the Website;
- (c) Content (including user generated content) or conduct that is infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, libelous, abusive, invasive of privacy, or illegal;
- (d) Unauthorized access to or use of the Company's servers and any personal or financial information stored in them, including unauthorized access or changes to your account, contributions, transmissions, or data;
- (e) Interruption or cessation of transmission to or from the Website;
- (f) Bugs, viruses, Trojan horses, malware, ransomware, or other disabling code that may be transmitted to or through the Website by any person or that might infect your computer or affect your access to or use of the Website, your other services, hardware, or software;
- (g) Incompatibility between the Website and your other services, hardware, or software;
- (h) Delays or failures you might experience in starting, conducting, or completing any transmissions to or transactions with the Website; or
- (i) Loss or damage incurred because of the use of any content posted, emailed, sent, or otherwise made available through the Website.

15.2 You hereby release the Company from all liability arising out of the conduct of other users or nonparties, including disputes between you and one or more other users or third parties.

16. Exclusion of Damages; Exclusive Remedy

16.1 Unless caused by the Company's gross negligence or its intentional misconduct, the Company will not be liable to you for any direct, indirect, special (including so-called consequential damages), punitive, or exemplary damages—regardless of theory of liability—arising out of your access or your inability to access the Website or the content.

16.2 The Company also will not be liable to you—regardless of theory of liability—for any damages for (1) personal injury, (2) pain and suffering, (3) emotional distress, (4) loss of revenue, (5) loss of profits, (6) loss of business or anticipated savings, (7) loss of use, (8) loss of goodwill, (9) loss of data, (10) loss of privacy, or (11) computer failure related to your access of or your inability to access the Website or the content. This exclusion applies even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.

16.3 If you are dissatisfied with the Website or have any other complaint, your exclusive remedy is to stop using the Website. The Company's maximum liability to you for any claim will not exceed \$100.

17. **Scope of Disclaimers, Exclusions, and Limits**

The disclaimers, exclusions, and limits stated in sections 14, 15, and 16 apply to the greatest extent allowed by law, but no more. The Company does not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the exclusion of some damages, or other matters, one or more of the disclaimers, exclusions, or limits may not apply to you.

18. **Loss Payment (aka Indemnification) 18.1 In General**

You will pay the Company for any loss of ours that is caused by any of the following:

- (a) your access of the Website;
- (b) your conduct on the Website;
- (c) your breach of this agreement;
- (d) your violation of rights of another person, including intellectual property and privacy rights;
- (e) your violation of law;
- (f) your negligent or intentional conduct; or
- (g) your criminal conduct.

But you are not required to pay if the loss was caused by the Company's intentional misconduct.

18.2 **Definitions**

- (a) **"Loss"** means an amount that the Company is legally responsible for or pay in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.
- (b) A loss is **"caused by"** an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.

18.3 The Company’s Duty to Notify You

If the Company has your contact information, the Company will notify you before the 30th day after the Company knows or should reasonably have known of a claim for a loss that you might be compelled to pay. But the Company’s failure to give you timely notice does not end your obligation, except if that failure prejudices your ability to mitigate losses.

18.4 Legal Defense of a Claim

The Company has control over defending a claim for a loss (including settling it), unless the Company directs you to control the defense. If the Company directs you to control the defense, you will not settle any litigation without the Company’s written consent if the settlement (1) imposes a penalty or limitation on the Company, (2) admits the Company’s fault, or (3) does not fully release the Company from liability. You and the Company will cooperate with each other in good faith on a claim.

18.5 No Exclusivity

The Company’s rights under this section do not affect other rights it might have.

19. Governing Law; Place for Resolving Disputes

19.1 The laws of the state of Delaware—without giving effect to any conflicts of law principles—govern all matters arising out of or relating to the Website or this agreement. The predominant purpose of this agreement is providing services and licensing access to intellectual property and not a “sale of goods.”

19.2 Except for disputes subject to arbitration, all disputes arising out of or relating to the Website or this agreement will be subject to the exclusive jurisdiction and venue of the United States District Court for the District of Delaware or any state court in Delaware. Each party hereby submits to the personal jurisdiction of the United States District Court for the District of Delaware and state courts in Delaware to resolve all disputes not subject to arbitration. Each party hereby waives any right to seek another forum or venue because of improper or inconvenient forum.

19.3 For purposes of this section, the Website will be deemed solely based in the state of Delaware and will be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in any other jurisdiction.

20. Dispute Resolution

20.1 Litigation Election

Either party may elect to litigate the following type of case or controversy:

- (a) an action seeking equitable relief, or
- (b) a suit to compel compliance with this dispute resolution process.

20.2 **Negotiation**

Each party will allow the other a reasonable opportunity to comply before it claims that the other has not met the duties under this agreement. The parties will first meet and negotiate with each other in good faith to try to resolve all disputes between the parties arising out of or relating to the Website or this agreement.

20.3 **Mediation**

- (a) If the parties cannot settle a dispute arising out of or relating to the Website or this agreement through negotiation after 30 days, either party may, by notice to the other party and the International Institute of Conflict Prevention & Resolution (“*CPR*”), demand mediation under the Mediation Procedure of CPR.
- (b) Mediation will take place in Wilmington, Delaware. Each party will bear its own costs in mediation, and the parties will share equally between them all third-party mediation costs unless the parties agree differently in writing.
- (c) Each party will participate actively and constructively in mediation proceedings once started and will attend at least one joint meeting between the mediator and the parties. Any party may terminate mediation at any time after an initial discussion between the mediator and the parties.

20.4 **Arbitration**

(a) **Arbitration Procedure**

If the parties cannot settle a dispute through mediation, the parties will settle any unresolved dispute arising out of or relating to the Website or this agreement by arbitration administered by CPR under its Rules for Administered Arbitration. A single arbitrator will preside over the arbitration. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of this agreement, including any claim that all or any part of this agreement is void or voidable.

(b) **Arbitration Location**

Unless the parties agree otherwise, the arbitration will take place in Wilmington, Delaware.

(c) **Arbitration Fees**

Each party will be responsible for paying any filing, administrative, and arbitrator fees with the arbitration.

(d) **Arbitration Award**

The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator must not award punitive or exemplary damages, or damages otherwise limited or excluded in this agreement. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

(e) **Arbitration Confidentiality**

Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under these terms without the advance written consent of both parties.

20.5 **Injunctive Relief**

You acknowledge that breach by you of your obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy. If any breach occurs or is threatened, the Company may seek an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security and without proof of actual damages.

20.6 **Recovery of Expenses**

- (a) In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.
- (b) For purposes of section 20.6(a), "**prevailing party**" means, for any proceeding, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.

20.7 **Jury Trial Waiver**

Both parties hereby waive the right to a trial by jury for any dispute arising out of or relating to the Website or this agreement. Either party may enforce this waiver up to and including the first day of trial.

20.8 **Class Action Waiver**

The parties will conduct any proceedings to resolve a dispute in any forum on an individual basis only. Neither you nor the Company will seek to have any dispute heard as a class

action or in any other proceeding in which either party acts or proposes to act in a representative capacity. The parties will not combine any arbitration or proceeding with another without the advanced written consent of all parties to all affected arbitrations or proceedings.

20.9 **Limitation on Time to Bring Claims**

A party will not file a claim arising out of or relating to the Website or this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.

21. **General**

21.1 **Entire Agreement**

This agreement constitutes the entire agreement between you and the Company about your access to the Website. It supersedes all earlier or contemporaneous agreements between you and the Company about access to the Website. A printed version of this agreement will be admissible in any proceedings arising out of (or relating to) this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and kept in printed form.

21.2 **Copy of this Agreement**

You may—and the Company recommends that you—print this agreement on your printer or save them to your computer. If you have trouble printing a copy, please contact the Company at support@skssupport.com and the Company will email you a copy.

21.3 **Changes**

The Company may change this agreement on one or more occasions. The Company will try to post changes on the Website at least 15 days before they become effective. Changes will become effective on the “last updated” date stated at the top of this page. **Changes will not apply to continuing disputes or to disputes arising out of (or relating to) events happening before the posted changes.** While the Company will try to notify you when the Company changes this agreement, the Company does not assume an obligation to do so, and it is your responsibility to frequently check this page to review the most current agreement. **By continuing to use the Website after the Company posts changes to this agreement, you agree to the revised agreement.** If you do not agree to the revised agreement, your exclusive remedy is to stop accessing the Website. If you need more information about the changes or have any other questions or comments about the changes, please contact the Company at support@skssupport.com.

21.4 **Assignment and Delegation**

The Company may assign its rights or delegate any performance under this agreement without your consent. You will not assign your rights or delegate your performance under

this agreement without the Company's advanced written consent. Any attempted assignment of rights or delegation of performance in breach of this provision is void.

21.5 **No Waivers**

The parties may waive any provision in this agreement only by a writing signed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

21.6 **Severability**

The parties intend as follows:

- (a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- (b) that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement will be held unenforceable;
- (c) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
- (d) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

21.7 **Notices**

(a) **Sending Notice to the Company**

You may send notice to the Company by email at support@sksupport.com unless a specific email address is set out for giving notice. The Company will consider an email notice received by the Company only when its server sends a return message to you acknowledging receipt. The Company may change its contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for sending notice to the Company.

(b) **Sending Notice to You—Electronic Notice**

You consent to receiving any notice from the Company in electronic form either (1) by email to the last known email address the Company has for you or (2) by posting the notice on a place on the Website chosen for this purpose. The Company will consider notices sent to you by email received when its email service shows transmission to your email address. You state that any email address you gave the Company for contacting you is a current and valid email address for receiving notice, and that your computer has hardware and software configured to send and receive email through the Internet and to print any email you receive. You may change this consent and request paper notice by normal postal delivery, but if you do, the Company may collect the reasonable cost and postage for sending postal notice.

21.8 Rights and Remedies Cumulative

Any enumeration of a party's rights and remedies in this agreement is not intended to be exhaustive. A party's exercise of any right or remedy under this agreement does not preclude the exercise of any other right or remedy. All of the parties' rights and remedies are cumulative and are in addition to any other right or remedy set out in this agreement, any other agreement between the parties, or which may now or later exist at law or in equity, by statute or otherwise.

21.9 Force Majeure

The Company is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including:

- (a) Acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters;
- (b) War, riot, arson, embargoes, acts of civil or military authority, or terrorism;
- (c) Fiber cuts;
- (d) Strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials;
- (e) Failure of the telecommunications or information services infrastructure; and
- (f) Hacking, SPAM, or any failure of a computer, server, network, or software.

21.10 No Third-Party Beneficiaries

This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

21.11 Relationship of the Parties

This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship between the parties and the parties expressly disclaim the existence of any of these relationships between them. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a nonparty.

21.12 Successors and Assigns

This agreement inures to the benefit of, and are binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign rights or delegate obligations under this agreement.

21.13 Permission to Send Emails to You

You grant the Company permission to email you notices, advertisements, and other communications to you, including emails, advertisements, notices, and other communications containing adult oriented material unsuitable for minors. Your permission will continue until you ask the Company to remove you from its email list. For more information, please see the privacy policy [privacy policy](#).

21.14 Electronic Communications Not Private

The Company does not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to the Company or from the Company as open communications readily accessible to the public. You should not use the Website to send or receive messages you only intend the sender and named recipients to read. Users or operators of the Website may read all messages you send to the Website regardless of whether they are intended recipients.

21.15 Electronic Signatures

Any affirmation, assent, or agreement you send through the Website will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your finger, mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

21.16 Consumer Rights Information—California Residents Only

This provision applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following:

Internet Key Inc.
1 Main Street
Keyport, New Jersey 07735

Users who want to gain access to the members-only area of the Website must be a member in good standing. The Company posts the current membership fees for the

Website on the sign up page. The Company may change the membership fees on one or more occasions. You may contact the Company at support@sksupport.com to resolve any billing disputes or to receive further information about the Website.

21.17 Complaints—California Residents

You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.

21.18 Feedback

The Company encourage you to provide feedback about the Website. But the Company will not treat as confidential any suggestion or idea provided by you, and nothing in this agreement will restrict its right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.

21.19 English language

The Company drafted this agreement in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in English.

21.20 Your Comments and Concerns

The Website is operated by Internet Key, Inc., which is located at 1 Main Street, Keyport New Jersey 07757. You should direct all feedback, comments, requests for technical support, and other communications relating to the Website to support@sksupport.com.

21.21 Usages

In this agreement, the following usages apply:

- (a) Actions permitted under this agreement may be taken at any time and on one or more occasions in the actor's sole discretion.
- (b) References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- (c) References to numbered sections in this agreement also refer to all included sections. For example, references to section 6 also refer to 6.1, 6.1(a), etc.
- (d) In computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until," and "ending on" (and the like) mean "to but excluding."

- (e) References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- (f) "A or B" means "A or B or both." "A, B, or C" means "one or more of A, B, and C." The same construction applies to longer strings.
- (g) "Including" means "including, but not limited to."