

Arbitration Notice: Any dispute between you and Internet Key Inc. must be resolved by individual binding arbitration. Please read the arbitration provision in this agreement as it affects your rights under this agreement.

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. 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](#).

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. Internet Key Inc. forbids all persons who do not meet these age requirements from accessing the Website.

Child Pornography Prohibited. Internet Key Inc. prohibits pornographic content involving minors. Internet Key Inc. 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 promptly [report](#) this to Internet Key Inc. Please include with your report all appropriate evidence, including the date and time of identification. Internet Key Inc. will promptly investigate all reports and take appropriate action. Internet Key Inc. fully cooperates with any law-enforcement agency investigating child pornography.

**XXXSex.com
Terms-of-Use Agreement**

Last updated: March 28, 2019

Acceptance of the Agreement

This terms-of-use agreement is entered into between you and Internet Key Inc., a New Jersey corporation (“**Company**,” “**we**,” or “**us**”). The following terms, together with any documents they expressly incorporate by reference (collectively, this “**agreement**”), govern your access to and use of [XXXSex.com](#), including any content, functionality, and services offered on or through [XXXSex.com](#) (the “**Website**”), whether as a guest or a registered user.

Please read this agreement carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to this agreement when this option is made available to you, you agree to be bound and abide by this agreement and our Privacy Policy, found at https://xxxsex.com/privacy_policy.pdf, incorporated by reference.** If you do not want to agree to this agreement or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18-years old or older, who have reached the age of majority in their country of residence, and who do not otherwise find sexually explicit content offensive. By using this Website, you state that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Website.

Changes to the Agreement

We may revise and update this agreement from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website afterwards. However, any changes to the dispute resolution provisions stated in [Governing Law and Jurisdiction](#) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website after the posting of the revised agreement means that you agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We may withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your Internet connection are aware of this agreement and comply with it.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is complete. You acknowledge that all information you provide to register with this Website or otherwise, including through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat that information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and will not provide any other person with access to this Website or portions of it using your username, password, or other security information. You will notify us immediately of any unauthorized access to or use of your username or password or any other

breach of security. You also will ensure that you log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this agreement.

Electronic Communications

By registering for an account, you consent to receiving electronic communications from us relating to your account. These communications may involve sending emails to your email address provided during registration or posting communications on the Website and will include notices about your account (e.g., payment authorizations, change in password or payment method, confirmation emails, and other transactional information) and are part of your relationship with us. You acknowledge that any notices, agreements, disclosures, or other communications that we may send to you electronically will satisfy any legal communication requirements, including that these communications be in writing. We recommend that you keep copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, including newsletters about new features and content, special offers, promotional announcements, and customer surveys via email or other methods. You acknowledge that communications you receive from us may contain sexually-explicit material unsuitable for minors. If you no longer want to receive certain non-transaction communications, please review the [Privacy Policy](#) regarding opting out of marketing communications.

Intellectual-Property Rights

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 that material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

This agreement permits you to use the Website for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of those materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication, or distribution.
- You may stream or download any audiovisual content to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, on condition that you agree to be bound by our end user license agreement for those applications.
- If we provide [social media features](#) with certain content, you may take those actions as are enabled by those features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of this agreement, your right to use the Website will end immediately and you must, at our option, return or destroy any copies of the materials you have made. No interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use those marks without the Company's written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with this agreement. You must not use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the [Content Standards](#) stated in this agreement.
- To transmit, or procure the sending of, any advertising or promotional material without our written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you must not:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise try to interfere with the proper working of the Website.

User Contributions

The Website may contain comment sections and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (“**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the [Content Standards](#) stated in this agreement.

Any User Contribution you post to the site will be considered nonconfidential and nonproprietary. By providing any User Contribution on the Website, you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any User Contribution for any purpose unless otherwise provided in our Privacy Policy.

You state that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All your User Contributions do and will comply with this agreement.

You acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for that content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other Website user.

Monitoring and Enforcement; Termination

We may:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we consider necessary or appropriate in our sole discretion, including if we believe that that User Contribution violates this agreement, including the [Content Standards](#), infringes any intellectual-property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual-property rights or their right to privacy.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including any violation of this agreement.

We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **You waive and hold harmless the Company and its affiliates, licensees, and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either those parties or law enforcement authorities.**

However, we do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this agreement and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the Company's policy to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We are not making any warranty about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on those materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the Company's opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its 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 we are not required to update that material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Paid Services

Premium Membership. Your premium membership, which may start with a trial membership, will continue month-to-month (or any longer term selected) and automatically renew unless you cancel your membership, or we terminate it. You must have Internet access and provide our authorized payment processor with a current, valid, accepted method of payment. Our authorized payment processor will bill the premium membership fee to your chosen payment method. You must cancel your premium membership before it renews each term to avoid billing of the next term's membership fees to your chosen payment method. We may offer several membership plans, including special promotional plans or memberships with differing conditions and limitations. Any material different terms from those described in this agreement will be disclosed to you at signup or in other communications made available to you.

Trial Memberships. Your premium membership may start with a trial. The trial period of your premium membership lasts for the period specified during signup. Our authorized payment processor will begin billing your payment method for monthly membership fees at the end of the trial period of your premium membership and your premium membership will automatically renew monthly unless you cancel before the end of the trial period. Our authorized payment processor may authorize your payment method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some cases, your available balance or credit limit may be reduced to reflect the authorization during your trial period. Our authorized payment processor will continue to bill your payment method monthly for your premium membership fee until you cancel.

Recurring Billing. By starting your premium membership and providing or designating a payment method, you authorize our authorized payment processor to charge you the premium membership fee at the rate in effect when you originally signed up, and any other charges you may incur in connection with your use of the Website, such as taxes or possible transaction fees. **Your premium 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. You must cancel your premium membership before it renews to avoid billing of the next term's membership fees to your payment method.** Your account will automatically be charged at the rates in effect at the time you originally signed up.

Price Changes. We may adjust pricing for our service or any components of it in any way and at any time as we may determine in our sole discretion. Any price changes will not affect your current membership (including any renewals) unless we notify you in writing no later than 30-days before your next billing cycle.

Billing Cycle. Our authorized payment processor will bill your membership fee at the beginning of the paying part of your premium membership and each month (or any longer term selected) afterwards until you cancel your membership. Membership fees are fully earned on payment.

Billing Disputes. If you believe we have charged you in error, you must notify us in writing no later than 30 days after you receive the billing statement in which the error first appeared. **If you fail to notify us, you waive any disputed charges.** You must submit any billing disputes in writing to support@sksupport.com. Please include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes in a bill and add or credit them against your future payments.

Refunds. **Payments are nonrefundable and there are no refunds or credits for partially used periods, except that we may approve a refund in the form of a credit on request if exceptional circumstances exist. If you believe exceptional circumstances exist, please contact us at support@sksupport.com and explain the circumstances that you believe merits a refund. We are not making any promise that we will give you a refund. If we give you a refund, we will issue the refund in the form of free services or a credit to the payment method you used for your purchase; we will not make refunds in the form of cash or check. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances; nor does it obligate us to provide refunds in the future, under any circumstance.**

Cancellation. You may cancel your premium membership at any time. **To cancel your premium membership, please contact us at <http://sksupport.com/>.** You will continue to have access to the Website through the end of your billing cycle.

Linking to the Website and Social Media Features

You may link to our homepage, on condition that 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 a way that suggests any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.

- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms we provide with respect to those features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or parts of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other part of this agreement.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the [Content Standards](#) set out in this agreement.

You will cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. 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 this Website, you do so entirely at your own risk and subject to the terms of use for those websites.

Access and Use Outside of United States

The owner of the Website is based in the United States of America. We provide this Website for use only by persons located in jurisdictions that do not prohibit pornography or sexually explicit material. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may 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 compliance with local laws.

Warranty Disclaimers

You understand that we cannot and do not guarantee or warrant 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 anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. **We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may 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.**

Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. The Website, its content, and any services or items obtained through the Website are provided “as is” and “as available,” without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company is making any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Neither the Company nor anyone associated with the Company represents or warrants that the Website, its content, or any services or items obtained through the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components, or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including any warranties of merchantability, noninfringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Limitation on Liability

In no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website, or those other websites or any services or items obtained through the Website or those other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

To the fullest extent provided by law, in no event will the collective liability of the

Company and its subsidiaries and affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$250 or the amount you have paid to the Company for the applicable service in the last three months out of which liability arose.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchased through the site.

Indemnification

You will defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this agreement or your use of the Website, including your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in this agreement or your use of any information obtained from the Website.

Governing Law and Jurisdiction

New Jersey law governs all matters relating to the Website and this agreement and any dispute or claim arising from or related to it (in each case, including non-contractual disputes or claims) without giving effect to any choice or conflict of law provision or rule (whether of New Jersey or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this agreement or the Website not subject to arbitration will be instituted exclusively in the federal courts of the United States or the courts of the state of New Jersey, although we may bring any suit, action, or proceeding against you for breach of this agreement in your country of residence or any other relevant country. You waive all objections to the exercise of jurisdiction over you by those courts and to venue in those courts.

Arbitration

At the Company's sole discretion, it may require you to submit any dispute arising from the use of this agreement or the Website, including disputes arising from or concerning its interpretation, violation, invalidity, nonperformance, or termination, to final and binding arbitration with Arbitration Resolution Services, Inc. (ARS). The parties will abide by all rules of ARS as found in their website at www.arbresolutions.com. 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. The arbitration will be conducted in the English language. Each party will be responsible for paying any filing,

administrative, and arbitrator fees associated with the arbitration. 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 include costs of arbitration, reasonable legal fees, and reasonable costs for expert and other witnesses. If a party fails to pay any award, the award may be converted to judgment in a court of competent jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this agreement without the advance written consent of both parties.

Recovery of Expenses

In any proceedings between the parties arising out of 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. For purposes of this section, "**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.

Class Action Waiver

All claims arising out of or relating to this agreement or the Website must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise in writing, the arbitrator must not consolidate more than one person's claims.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to this agreement or the Website must be commenced within one year after the cause of action accrues, otherwise, that cause of action or claim is permanently barred.

Waiver and Severability

No waiver by the Company of any term stated in this agreement will be deemed a further or continuing waiver of that term or a waiver of any other term, and any failure of the Company to assert a right or provision under this agreement will not constitute a waiver of that right or provision.

If any provision of this agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, that provision will be eliminated or limited to the minimum extent so that the remaining provisions of this agreement will continue in full effect.

California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Entire Agreement

This agreement and our Privacy Policy constitute the entire agreement between you and Internet Key Inc. regarding the Website and supersede all earlier and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. Additional terms may also apply to specific portions, services, or features of the Website. All those additional terms are incorporated by this reference into this agreement.

Feedback

We encourage you to give feedback about the Website. But we will not treat as confidential any suggestion or idea you give, and nothing in this agreement will restrict our right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.

Your Comments and Concerns

This Website is operated by Internet Key Inc., 1 Main Street, Keyport, New Jersey 07735.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means stated in it.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: support@xxxsex.com.