

Terms-of-Service Agreement

Last Updated: [1/10/24]

This terms-of-service agreement is entered into between you and Micro Nexus LLC d/b/a SpankMatch (“SpankMatch,” “we,” or “us”). The following agreement and any documents it references (collectively, “agreement”) govern your access to and use of www.spankmatch.com, including any content, functionality, and services offered on or through www.spankmatch.com (“Website”), whether as a guest or a registered user.

1 Acceptance of Agreement

- (a) This document contains important information regarding your rights and obligations, and conditions, limitations, and exclusions that might apply to you. Please read it carefully.
- (b) Section 31 of this agreement contains a mandatory agreement to arbitrate on an individual basis to resolve disputes, rather than jury trials or class actions. By using our Website and accepting this agreement, you hereby (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive your rights to go to court, have a jury hear your case, or participate as part of a class of plaintiffs for any disputes with us.
- (c) By using the Website or by clicking to agree to this agreement when that option is made available to you, you state that you are of legal age to enter into this agreement, and you accept and are bound by this agreement.
- (d) This Website is offered and available to persons who are 18-years old or older, who have reached the age of majority where they live, who are established content creators in the Adult Entertainment Industry, and who are not prohibited by law from accessing this Website. By using this Website, you state that the following facts are accurate: (1) you are at least 18-years old; (2) if the laws of your jurisdiction provide that you can only be legally bound by a contract at an age that is higher than 18-years old, then you are old enough to be legally bound by a contract under the laws of that jurisdiction; (3) you are an established content creator in the Adult Entertainment Industry; (4) you will provide all information or verification as we require; (5) you are permitted by the laws of your jurisdiction to join the Website; and (6) you are able and willing to make payment (where required). If you do not meet all these requirements, you must not access or use the Website.

2 Changes to Agreement

We may revise and update this agreement from time to time. **The Website will require you to review and agree to the amended agreement before you can continue to use the Website.** All changes are effective immediately when posted and apply to all access to and use of the Website afterwards. However, any changes to section 30 (Governing Law and Jurisdiction) or section 31 (Arbitration) 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.

3 Accessing the Website

We may withdraw or amend our Website and any service or material provided on it 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 access the Website and its Materials. Access to the Website might not be legal by certain persons or in certain countries. We are not making any statement that the Website or its Materials are accessible or appropriate in your jurisdiction. Please check with your individual jurisdiction for legality. Otherwise, you access the Website on your own initiative and are responsible for complying with local laws.

4 **Child Sexual Abuse Material (CSAM) Prohibited**

We prohibit material involving minors on the Website. We only allow 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 on the Website or that is otherwise exploitative of children, please promptly report this to us at abuse@spankmatch.com. Please include with your report all appropriate evidence, including the date and time of identification. We will promptly investigate all reports and take proper action, including, but not limited to, termination of the user's account or blocking the user from opening a new account on the Website. We cooperate with law enforcement agencies investigating alleged child exploitation or child sexual abuse material.

5 **No Prostitution or Sex Trafficking**

SpankMatch prohibits users from using the Website to engage in, participate in, assist, support, or facilitate any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion. Any violation of this prohibition will result in termination of the user's account and blocking the user from opening a new account on the Website. If you see any evidence of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion on this Website, please promptly report it to us at abuse@spankmatch.com. Please include with your report all evidence, including the date and time of identification.

If you are a victim of any type of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion, please immediately contact local law enforcement and provide them with all the relevant information. Additionally, please notify SpankMatch by submitting a private report and provide SpankMatch with the specific details.

We will promptly investigate all reports and take proper action. SpankMatch will cooperate with any criminal investigation by any law enforcement agency.

6 **Naure of Website**

The Website is a public access general purpose portfolio hosting website and community for content creators to collaborate with each other. The Website provides a hosting service for person to person display, marketing, and communication on a professional level between content creators looking to collaborate with each other.

7 **Talent Listing Service**

The Website is a talent listing service. This is not a talent agency contract. This is not a talent agency contract. Only a talent agent licensed under section 1700.05 of the California Labor Code may engage in the occupation of procuring, offering, promising, or attempting to procure

employment or engagements for a model. SpankMatch is prohibited by law from offering or attempting to obtain auditions or employment for you. SpankMatch may only provide you with listing information. For more information consult chapter 4.5 (beginning with section 1701) of part 6 of division 2 of the California Labor Code. A dispute arising out of the performance of this agreement by SpankMatch that is not resolved to your satisfaction should be referred to a local consumer affairs department or local law enforcement, as appropriate.

8 Collaborations

You acknowledge that SpankMatch (1) is not an employment agency, casting agent, talent agent, agency, manager, producer, or a production company; (2) does not procure, attempt to procure, get, gain, or retain employment, engagements, employment opportunities, auditions, jobs, bookings, castings, a talent agent, or manager for you or its users; (3) does not manage or direct the developments of the careers, or represent, you or its users; and (4) does not guarantee an employment opportunity, audition, any amount of income, jobs, or employment from the use of this Website. SpankMatch does not offer advice, managerial directions, or opinions in any potential collaboration and permits you to submit your information for potential collaborations through the Website. The information included in postings is provided by the applicable content creator and SpankMatch is not involved in the decision-making process. You further acknowledge that SpankMatch may remove postings that are inaccurate, offensive, indecent, objectionable, contain errors or omissions, or otherwise violates this agreement in any other manner.

9 Your Safety

SpankMatch values the safety of all its users. It is your responsibility to do your own research and remain cautious. SpankMatch strongly recommends that you check references before working with someone, especially if they are new to the Website or it's your first time working together. **SpankMatch does not conduct criminal background checks on its users or otherwise inquire into the background of its users other than to verify its users identity and age and validate their government-issued picture identification.** SpankMatch is not making any warranty about the conduct, identity, intentions, legitimacy, or veracity of users. Please immediately email SpankMatch at legal@spankmatch.com if you recognize or suspect a user has a criminal record.

You are solely responsible for your interactions with other users. Sex offender screenings and other tools do not guarantee your safety and are not a substitute for following sensible safety precautions. Always use your best judgment and take appropriate safety precautions when communicating with or meeting new people. Communications received through the Website, including automatic notifications sent by SpankMatch, may result from users engaging the service for improper purposes, including fraud, abuse, harassment, or other such improper behavior. The US Federal Trade Commission has published [advice on how to avoid modeling scams](#). For more information about personal safety online, you can visit staysafeonline.org, onguardonline.gov, getsafeonline.org, or wiredsafety.org.

Though SpankMatch strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Website. You must use caution in all interactions with other users, particularly if you decide to communicate off the Website or meet in person.

10 Age Verification

SpankMatch has a robust process for verifying the identity and age of every user. This process includes the review and validation of the user's government-issued picture identification card and steps to ensure that user's government-issued picture identification card is in the possession of, and belongs to, the user. This process requires that the user provide SpankMatch a live capture of: (1) the user's face; (2) the user's valid and accurate government-issued picture identification card (front and back, where applicable); and (3) the user holding their government-issued picture identification card. This process is to ensure that individuals are present, are live, and consent to the application process. SpankMatch uses a number of tools to validate government-issued picture identification cards, including nonparty vendors that specialize in the validation of government identifications. SpankMatch's age verification process is required for it to comply with credit card association rules. **You hereby authorize SpankMatch to verify your identity, age, and the validity of your government-issued picture identification card with a nonparty verification service.**

11 Your Account

- (a) To access many of the Website's features, you must create an account. Registration is free and for a single user only. To register, you must complete the registration process by providing us with accurate information as prompted by the registration form. You must provide a valid email address, a username, and a password. Do not choose a username that is offensive or that infringes anyone's service mark, trademark, or trade name. We may delete or require you to change any username that violates this section 11(a). Your password should be unique (meaning that it is different from those you use for other websites) and must comply with the Website's technical requirements for the composition of passwords.
- (b) By creating an account, you state that the following facts are accurate: (1) you are at least 18 years old; (2) you are legally qualified to enter a binding contract with SpankMatch; (3) you are an established content creator in the Adult Entertainment Industry; (4) you have not committed, been convicted of, or pled no contest to (A) a felony or indictable offense (or crime of similar severity), (B) a sex crime, or (C) any crime involving violence or a threat of violence; (5) you are not required to register as a sex offender with any sex offender registry; (6) you are not prohibited by law from using our Website or services; (7) if you previously had an account on the Website, we did not suspend or terminate that account for breach of this agreement or any other agreement between you and SpankMatch; (8) you are creating an account for your personal use, and you will not sell, rent, or transfer your account to anyone; and (9) all account registration and profile information you provide is your own and is accurate. If at any time you do not meet these requirements, all authorization to access our Website or services is automatically revoked, and you must promptly delete your account.
- (c) You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must promptly let us know about any unauthorized use of your account or any other security breach. **You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account.** We may disable any username, password, or other identifier, whether chosen by you or provided by us, at any time for any reason or no reason, including if, in our opinion, you have violated any part of this agreement. We may cancel unconfirmed accounts or accounts that have been inactive for more than a year.

- (d) We will not be liable to you for any loss that you might incur because of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by another person or us because of someone else's use of your password or account.
- (e) You must not use anyone else's account at any time.
- (f) While we care about the integrity and security of your personal information, we cannot guarantee that unauthorized persons can never defeat the Website's security measures or use any personal information you provide to us for improper purposes. You provide your personal information at your own risk.
- (g) By registering for an account, you hereby consent to receive electronic communications from us about your account. Communications might involve sending emails to the email address you provided during registration or posting communications on the Website and will include notices about your account (e.g., change in password, 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 send you electronically will satisfy any legal communication requirements, including that those 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 hereby consent to receive other communications from us, including newsletters about new features and content, special offers, promotional announcements, and customer surveys by email or other methods. You acknowledge that communications you receive from us might contain sexually explicit material unsuitable for minors. If you no longer want to receive non-transactional communications from us, please review our Privacy Policy on how to opt out of marketing communications.

12 **Your Profile**

When you create a profile online, that profile is included in a searchable database on the Website that can be accessed by registered users and non-registered users. SpankMatch cannot control the use of any information that is in your profile by any nonparty. Therefore, you should be careful not to include any personal information in your profile, including your phone number, address, email address, bank account information, or other personal information. Any such posting is done at your sole risk.

13 **Intellectual Property Rights**

- (a) SpankMatch owns and operates the Website. All content (including User Content), features, functionality, and other materials found on the Website, including all visual interfaces, graphics, information, software (including source code and object code), text, displays, images, photos, videos, and audio, and the design, selection, and arrangement of them (collectively, "**Materials**") are owned by SpankMatch, its licensors, or other providers of those Materials. United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws protect all Materials found on the Website.
- (b) SpankMatch hereby grants you a limited, personal, nontransferable, nonsublicensable, nonexclusive license to access and use the Website and the Materials for your personal, noncommercial use only. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Website, except as follows:

- (1) your computer may temporarily store copies of the Materials in RAM incidental to your accessing and viewing those Materials;
- (2) you may store files that are automatically cached by your Web browser for display enhancement purposes;
- (3) 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;
- (4) you may view any Materials to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution;
- (5) if we offer 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, subject to our end user license agreement for those applications; and
- (6) if we provide social media features with certain content, you may take those actions as are enabled by those features.

(c) You must not:

- (1) download any Materials;
- (2) modify copies of any Materials from the Website;
- (3) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- (4) delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Materials from the Website; or
- (5) access or use any part of the Website or the Materials available through it for any commercial purposes.

(d) If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Materials in breach of this agreement, your right to use the Website will terminate immediately, and you must, at our option, return or destroy any copies of the Materials you have made. No interest in the Website or any Materials on the Website is transferred to you, and SpankMatch reserves all rights not expressly granted. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and might violate copyright, trademark, and other laws.

(e) SpankMatch's name and logo; the term SPANKMATCH; the Website's logo; and all related names, domain names, logos, product and service names, designs, and slogans, as well as the Website's look and feel, including all page headers, custom graphics, button icons, and scripts are trademarks or trade dress of SpankMatch, its affiliates, or licensors. You must not use those marks in whole or in part with any product or service that is not ours, in any manner that is likely to cause confusion among consumers, or in any way that disparages or discredits us, without

first obtaining our written permission. Any use of these marks must be under any guidelines that we may provide you with from time to time. All other service marks, trademarks, trade names, logos, product and service names, designs, and slogans on this Website are the marks of their respective owners. Reference on the Website to any products, services, processes, or other information—by trade name, trademark, manufacturer, supplier, or otherwise—does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

14 **Prohibited Uses**

- (a) You must use the Website only for lawful purposes and in accordance with this agreement. You must not use the Website:
- (1) in any way that violates any federal, state, local, or international law or regulation (including, without limitation, any laws regarding exporting data or software to and from the US or other countries);
 - (2) to exploit, harm, or try to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise;
 - (3) to harass, bully, stalk, intimidate, assault, defame, harm, or otherwise mistreat any person;
 - (4) to send, knowingly receive, upload, download, use, or re-use any User Content that does not comply with the [Content Standards](#) set out in this agreement, including, but not limited, obscene, false, misleading, or illegal information or content;
 - (5) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
 - (6) to solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission;
 - (7) to solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
 - (8) if you have ever been convicted of an offense of a sexual nature, if you currently are charged with an offense of a sexual nature, or if you are required to register as a sex offender with any government body in any country;
 - (9) for any illegal purpose, including, without limitation, to promote, facilitate, or solicit any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion;
 - (10) in any manner that could lead to death or personal injury;
 - (11) to impersonate or try to impersonate us, a SpankMatch employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the preceding); or

- (12) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as we decide, may harm our Website's users or us or expose them or us to liability.

(b) Additionally, you must not:

- (1) use the Website in any way that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real-time activities through the Website;
- (2) conduct, facilitate, authorize, or permit any text or data mining or web scraping regarding the Website or any services provided through, or concerning, the Website. This includes using (or permitting, authorizing, or attempting to use): (A) any "robot," "bot," "spider," "scraper," or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, record, or republish any part of the Website or any data, content, information, or services accessed through the Website; or (B) any automated analytical technique aimed at analyzing text and data in digital form to generate information that includes but is not limited to patterns, trends, and correlations;
- (3) use any manual process to monitor or copy any of the Materials or any other unauthorized purpose without our prior written consent;
- (4) use any device, software, or routine that interferes with the proper working of the Website;
- (5) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (6) try to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
or
- (8) otherwise try to interfere with the Website's proper working.

15 **User Content**

- (a) The Website may contain message boards, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (collectively, "**post**") content or materials (collectively, "**User Content**") on or through the Website. All User Content must comply with the [Content Standards](#) set out in section 17.
- (b) We will consider nonconfidential and nonproprietary any User Content you post to the Website. We encourage you to use caution in disclosing any personal information online.
- (c) By providing any User Content 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 worldwide,

perpetual, transferable, sublicensable license to host, store, use, copy, reproduce, adapt, edit, modify, reformat, perform, display, advertise, distribute, incorporate into other works, and otherwise disclose to the general public any such User Content, in whole or in part, and in any way and in any format or medium currently known or developed in the future.

- (d) SpankMatch may use your name, likeness, biography, trademarks, logos, and other identifiers used by you in your account profile to display those properties to other users. You may revoke the preceding license by deleting your account. SpankMatch may identify public profiles in its marketing and investor materials.
- (e) Regarding any User Content you upload onto our Website that depicts you, by agreeing to this agreement, you are hereby agreeing that you:
 - (1) consent to be depicted in the User Content;
 - (2) consent to allow for the public distribution of the User Content and to upload the User Content onto our Website; and
 - (3) if the User Content will be made available for downloading by other users, consent to have the User Content downloaded.
- (f) You must comply with the federal record-keeping and labeling requirements codified at 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75 for all User Content that contains visual depictions of actual or simulated sexually explicit conduct, including obtaining and keeping all records necessary to demonstrate that you comply with 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, including legible copies of picture identification cards (as defined by 28 C.F.R. 75.1) for each individual (including yourself) appearing in any User Content on the date of the production of that User Content. You or a nonparty service provider must act as the “Custodian of Records” as required by 28 C.F.R. Part 75 and must keep all required records at your or that nonparty’s primary address. You must make available to SpankMatch or any government official, and copy at SpankMatch’s request, all records required to be kept under 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75.
- (g) You state that the following facts are accurate:
 - (1) you own or control all rights in the User Content 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; and
 - (2) all your User Content does and will comply with this agreement and all laws.
- (h) You are responsible for any User Content you post, and you, not the SpankMatch, have full responsibility for that User Content, including its legality, reliability, accuracy, and appropriateness.
- (i) We are not responsible or liable to any nonparty for the content or accuracy of any User Content posted by you or any other user of the Website.
- (j) We will not be liable to you for any unauthorized copying, use, or distribution of your User Content by nonparties, and to the greatest extent allowed by law, you hereby release all claims

you might have against us for any such unauthorized copying or use of the User Content, under any equitable or legal theory.

16 Monitoring and Enforcement; Termination

- (a) We are committed to maintaining a positive and respectful community, and we do not tolerate any inappropriate content or misconduct, whether on or off the Website. We review all User Content before it is published on our Website to ensure that it is not illegal and does not otherwise violate this agreement, any credit card association rules, or any law. If we determine that any User Content being posted is illegal or otherwise violates this agreement, any credit card association rules, or any law, we will promptly block and remove that User Content.
- (b) SpankMatch has a complaint process that allows anyone to report to SpankMatch any User Content on the Website that might be illegal or that otherwise violates this agreement or credit card association rules. We encourage you to report any inappropriate User Content or misconduct by other users to abuse@spankmatch.com. SpankMatch will review and resolve all reported complaints within seven business days. We will suspend access to any User Content you post on our Website that we become aware of that might not comply with this agreement, credit card association rules, or law while we investigate the suspected noncompliance or unlawfulness of that User Content. If we suspend access to your User Content, you may request a review of our decision by contacting us at support@spankmatch.com. After investigating the suspected noncompliance or unlawfulness of that User Content, we may take any action we consider appropriate, including, but not limited to, reinstating access, permanently removing, or disabling access to that User Content without needing to obtain your consent and without giving you prior notice. At your own cost, you must promptly provide us with all reasonable assistance (including providing us with copies of any information that we request) in our investigation. We will not be responsible for any loss you suffer arising from our suspending access to your User Content or any other steps that we take in good faith to investigate any suspected noncompliance or unlawfulness of your User Content under this section 16(b).
- (c) Besides the actions we may take in accordance with section 16(b), we may:
 - (1) remove or refuse to post any User Content for any reason;
 - (2) take any action regarding any User Content that we consider necessary or appropriate, including if we believe that the User Content 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 the Website's users or the public, or could create liability for SpankMatch;
 - (3) disclose your identity or other information about you to any nonparty who claims that User Content posted by you violates their rights, including their intellectual property rights or their right to privacy;
 - (4) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; or
 - (5) terminate or suspend your access to all or part of the Website for any reason, including without limitation, any violation of this agreement or any law.

- (d) If we suspend access to or remove any of your User Content, we will notify you by email or electronic message to your user account, but we are not required to give you prior notice of that removal.
- (e) If we suspend access to your account or terminate your agreement with us and your access to the Website, we will let you know. While access to your account is suspended, any payment that would otherwise have fallen due during the suspension will be suspended.
- (f) We will 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 hereby waive and shall indemnify SpankMatch and its affiliates, licensees, and service providers against any claims resulting from any action taken by any of the preceding parties during, or taken because of, investigations by either those parties or law enforcement authorities.**
- (g) We assume no liability for any action or inaction regarding transmissions, communications, or User Content provided by any user or nonparty. Further, we are not liable or responsible to anyone for performance or nonperformance of the activities described in this section 16.

17 **Content Standards**

These content standards (“**Content Standards**”) apply to all User Content and use of the Interactive Services. User Content must comply with all federal, state, local, and foreign laws and regulations and credit card association rules. User Content must not:

- (1) promote, depict, or discuss any activity that is illegal or otherwise violates any credit card association rules;
- (2) contain any defamatory, obscene, indecent, abusive, offensive, harassing, threatening, violent, hateful, inflammatory, or otherwise objectionable material;
- (3) promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (4) contain children, child sexual abuse material, age-play, incest, rape or non-consensual sex, hypnosis, intoxication, sexual assault, extreme violence, non-consensual pain, blood, cutting, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse, hardcore bondage, extreme fisting, genital mutilation, bestiality, urine or water sports, scat or excrement-related material, enema play, vomiting, menstrual bleeding, or any other matter that is illegal or violates credit card association rules;
- (5) contain unsolicited content or unsolicited language that sexually objectifies another person in a non-consensual way or contains fake or manipulated content concerning another person (including “deepfakes”);
- (6) promote, depict, or constitute “revenge porn” (being any sexually explicit material featuring any individual who has not given prior, express, and informed consent to that material (A) being taken, captured, or otherwise memorialized; or (B) being posted and shared on the Website);

- (7) promote or depict firearms (excluding obvious toys), weapons (excluding obvious toys), or any goods whose sale, possession, or use is subject to prohibitions or restrictions;
- (8) promote or depict alcohol or drugs or drug paraphernalia;
- (9) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of anyone;
- (10) 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 laws or regulations or that otherwise might be in conflict with this agreement and our Privacy Policy;
- (11) be automatically generated, including by artificial intelligence;
- (12) be likely to deceive anyone;
- (13) promote, facilitate, or solicit any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion;
- (14) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy anyone;
- (15) impersonate any person or misrepresent your identity or affiliation with any person or organization;
- (16) involve unauthorized commercial activities or sales, including unsanctioned contests, sweepstakes, and other sales promotions, barter, or advertising, including soliciting Users for commercial ventures or engaging in unsolicited direct marketing;
- (17) give the impression that they emanate from or are endorsed by us or any other person or entity if that is not the case;
- (18) contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, mobile device, or telecommunications equipment;
- (19) disclose anyone's private or personal information;
- (20) request personal information from, or disclose personal information to, anyone, including financial information, payment information, email address, telephone number, or mailing address; or
- (21) request money from, or otherwise defraud, anyone.

18 **Copyright Infringement**

If you believe that any User Content infringes your copyright, please see our DMCA Policy for instructions on sending us a notice of copyright infringement. It is SpankMatch's policy to terminate the user accounts of repeat infringers.

19 **Reliance on Information Posted**

- (a) The information presented on or through the Website is made available solely for general information purposes. We are not making any statement about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is at your own risk. We will not be liable for any reliance placed on those materials by you or any other visitor to the Website, or by anyone who might be informed of any of its contents.
- (b) This Website includes content provided by nonparties, including materials provided by other users and nonparty 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 SpankMatch, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect SpankMatch's opinion. We are not responsible or liable to you or any nonparty for the content or accuracy of any materials provided by any nonparties.

20 **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 might be out of date at any given time, and we are not required to update that material.

21 **Information About You and Your Visits to the Website**

For information about how we collect, use, and share your personal information, please review our Privacy Policy.

22 **Subscriptions**

- (a) You must purchase a subscription ("**Subscription**") to use most features of the Website. We will bill any subscription fee ("**Subscription Fee**") to your chosen payment method. We may adjust the Subscription Fee at any time. We do not offer price protection or refunds if there is a price reduction or promotional offering.
- (b) We may offer various different terms for Subscriptions (for example, monthly, six-month, annual) (each, a "**Subscription Term**"). Each Subscription Term offered will have its own Subscription Fee indicated during the signup process and will rebill at the Subscription Fee and at the frequency indicated in the receipt sent to your email address. Subscription Fees are subject to change due to laws and taxes; if you do not cancel within 30 days, you are considered to have accepted the Subscription Fee change.
- (c) If you purchase a Subscription, it will continue for the Subscription Term and **automatically renew for additional prepaid periods of the same length at the rates in effect at the time you originally signed up until you cancel. You must cancel your Subscription before it renews each Subscription Term to avoid billing of the next Subscription Term's Subscription Fee to your**

payment method. Until you cancel your Subscription, you hereby authorize SpankMatch or its authorized payment processor to continue charging your payment method to pay the Subscription Fee. If you cancel your Subscription, you will continue to have access to your Subscription benefits until the end of the Subscription Term, at which point it will expire.

- (d) You are responsible for all taxes payable with your purchase. If you do not pay those taxes on your purchase, you will be responsible for those taxes if they are later found to be payable on that sale, and we may collect those taxes from you at any time. If we must collect or pay any taxes with your purchase, we will charge you those taxes at the time of each payment transaction.
- (e) If you believe that we have charged your payment method 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 do not notify us in writing of a dispute within this period, you waive any disputed charges.** You must submit any billing disputes in writing through support@spankmatch.com and include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes and add or credit them against your future payments.
- (f) We investigate all chargebacks. You must not make unjustified chargeback requests of your payment card provider. You remain responsible for the consequences caused by such a breach of contract. We will review excessive and potentially fraudulent chargebacks and we may prevent you from making additional purchases during that review. If we determine that any chargeback request is fraudulent or was made by you in bad faith, we may suspend and terminate your Subscription or any future Subscription you purchase.

23 Refund Policy

All purchases are final and nonrefundable, and there are no refunds or credits for partially used Subscription Terms, except if the laws in your jurisdiction provide for refunds. We may grant a refund if exceptional circumstances exist. If you believe exceptional circumstances exist for a refund, please email us at support@spankmatch.com. If we issue a refund in our sole discretion, we will issue that refund in the form of a credit to the payment method used to make the original purchase. We will not issue refunds in the form of cash, check, or free services. All refunds will be issued within ten days of communication between the user and SpankMatch. Issuing a refund in one instance does not entitle you to a refund in the future for similar instances, nor does it require us to issue refunds in the future under any circumstance. **This section 23 does not affect any statutory right to receive a refund from SpankMatch that a user might have under law.**

24 Cancellation Policy

You may cancel your Subscription at any time by contacting our payment processor at [PAYMENT PROCESSOR CANCELLATION URL] or by emailing us at support@spankmatch.com. If a Subscription is canceled before the renewal date, you will continue to have access to your Subscription for the remainder of the Subscription Term. Because our Website can be used without a Subscription, canceling your Subscription does not remove your profile from the Website. If you wish to fully remove yourself from the Website, you must delete your profile. To delete your profile, please email us at support@spankmatch.com.

25 Linking to the Website and Social Media Features

- (a) You may link to our homepage or your profile page, 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 such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
- (b) This Website may provide certain social media features that enable you to:
 - (1) link from your own or certain nonparty websites to certain content on this Website;
 - (2) send emails or other communications with certain content, or links to certain content, on this Website; and
 - (3) cause limited parts of content on this Website to be displayed or appear to be displayed on your own or certain nonparty websites.
- (c) You may use the features set out in section 25(b) solely as they are provided by us solely for the content they are displayed with, and otherwise under any additional terms we provide for those features. Subject to the preceding, you must not:
 - (1) establish a link from any website that is not owned by you;
 - (2) cause the Website or parts of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
 - (3) link to any part of the Website other than the homepage or your profile page; or
 - (4) otherwise take any action regarding the materials on this Website that is inconsistent with any other provision of this agreement.
- (d) 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.
- (e) You must cooperate with us in causing any unauthorized framing or linking immediately to stop. We may withdraw linking permission without notice.
- (f) We may disable any social media features and any links at any time without notice.

26 Links from the Website

If the Website contains links to other sites and resources provided by nonparties, those 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 might arise from your use of them. If you decide to access any of the nonparty websites linked to this Website, you do so entirely at your own risk and subject to the terms of use for those websites.

27 **Warranty Disclaimers**

- (a) You acknowledge that we cannot and do not state that files available for downloading from the Internet or the Website will be free from loss, corruption, attack, viruses or other destructive code, interference, hacking, or other security intrusions. 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. **We will not be liable for any loss or damage caused by (1) a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, mobile device, computer programs, data, or other proprietary material because of your use of the Website or any services or items obtained through the Website; or (2) by your downloading of any materials posted on the Website or on any website linked to it.**
- (b) Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. SpankMatch offers the Website, its content, and any services or items obtained through the Website “as is” and “as available,” without making any warranties, either express or implied. Neither SpankMatch nor any person associated with SpankMatch is making any statement about the completeness, security, reliability, quality, accuracy, or availability of the Website. Neither SpankMatch nor anyone associated with SpankMatch states (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 our 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.
- (c) SpankMatch is not making any guarantee about (1) the number of active users at any time; (2) users’ ability or desire to communicate with or meet you; or (3) the ultimate compatibility with or conduct by users you meet through the Website.
- (d) SpankMatch is not assuming any responsibility for any User Content that you or another user or nonparty posts, sends, or receives through our Website. Nor is SpankMatch assuming any responsibility for the identity, intentions, legitimacy, or veracity of any users with whom you may communicate with through the Website.
- (e) To the extent provided by law, SpankMatch is not making any warranties, whether express or implied, statutory, or otherwise, including but not limited to warranties of merchantability, noninfringement, and fitness for particular purpose.
- (f) The above does not affect any warranties that cannot be excluded or limited under law.

28 **Limitation of Liability**

- (a) To the extent provided by law, in no event will the collective liability of SpankMatch 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 \$500 or the amount you have paid to SpankMatch for Subscription Fees in the last six months out of which liability arose.

- (b) 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 purchase through the Website.
- (c) **The above does not affect any liability that cannot be excluded or limited under law.**

29 **Indemnification**

You shall indemnify SpankMatch, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including legal fees) arising out of or relating to your violation of this agreement or your use of the Website, including, but not limited to, your User Content, any use of the Website's content, services, and products other than as authorized in this agreement, or your use of any information obtained from the Website.

30 **Governing Law and Jurisdiction**

- (a) Nevada law governs all adversarial proceedings arising out of this agreement or access or use of the Website. This agreement's predominant purpose is providing services and licensing access to intellectual property and not a "sale of goods." The United Nations Convention on Contracts for the International Sale of Goods will not govern this agreement, the application of which is expressly excluded.
- (b) Except for disputes subject to arbitration, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the District of Nevada or in a state court of Nevada. Each party acknowledges that those courts would be a convenient forum.

31 **Dispute Resolution and Binding Arbitration; Class Action Waiver**

- (a) **You and SpankMatch hereby waive any right to litigate claims in a court or before a jury, or to participate in a class action or representative action regarding a claim. Other rights that you would have if you went to court may also be unavailable or might be limited in arbitration. Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) between you and us arising from or relating in any way to your use of the Website, will be resolved exclusively and finally by binding arbitration.**
- (b) Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is not available) will administer the arbitration under its rules available at www.arbresolutions.com, then in effect, except as modified by this section 31 The Federal Arbitration Act will govern the interpretation and enforcement of this section 31. The arbitrator

will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award from the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that affords the prevailing party legal fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

- (c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intent to do so within 60 days of the date your claim arose. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.
- (d) You agree to arbitrate on an individual basis. In any dispute, **neither you nor SpankMatch will be entitled to join or consolidate claims by or against other users in court or in arbitration or otherwise participate in any claim as a class representative, class member, or in a private attorney general capacity.** The arbitral tribunal must not consolidate more than one person's claims and must not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this section 31 is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

32 **Recovery of Expenses**

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.

33 **Limitation on Time to Bring Claims**

A party shall not bring a claim arising out of this agreement or access or use of the Website more than one year after the cause of action arose. Any claim brought after one year is barred.

34 **Miscellaneous**

- (a) This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties, except that any additional terms on the Website will govern the items to which they pertain, including, but not limited to, the Privacy Policy and the DMCA Policy.
- (b) This agreement is personal to you. You shall not transfer to any person (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer by you in violation of this section 34(b) will be void.
- (c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other

occasions.

- (d) If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- (e) You may give notice to us by email at legal@spankmatch.com or by mail at Micro Nexus LLC, Attn: Legal Department, [INSERT MAILING ADDRESS FOR LEGAL NOTICES]. We may change our contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for notifying us. You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Website chosen for this purpose. You state that any email address you gave us for contacting you is a valid email address for receiving notice.
- (f) Except as set out in section 29, 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.
- (g) We do not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to us or from us as open communications readily accessible to the public. You should not use the Website to send or receive messages that you only intend the sender and named recipients to read. Users or operators of the Website may read all messages you send to or through the Website regardless of whether they are the intended recipients.
- (h) **We may record communications conducted or initiated using the Interactive Services. We use recorded data obtained to evaluate the Website, to monitor compliance with this agreement, for quality assurance purposes, and to promote the Website. You may opt out of our use of any recording for marketing purposes by sending an email to privacy@spankmatch.com and putting "Recording Opt-Out" in the subject of the email.**
- (i) Any affirmation, assent, or agreement you send through the Website will bind you. When you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.
- (j) We encourage you to provide feedback about the Website. But we will not treat as confidential any suggestion or idea provided by you, and nothing in this agreement will restrict our right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.
- (k) This section 34(k) applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following:

Micro Nexus LLC
1930 Village Center Circle #3-18422
Las Vegas, NV 89134

Users who wish to gain access to the password-restricted area of the Website must register. We do not charge consumers for registering, but consumers who want to gain full access to all the Website's features must purchase a Subscription. We post the current Subscription Fees on the Website. You may contact us at support@spankmatch.com to resolve any billing disputes or to receive further information about the Website.

- (l) This section 34(l) applies only to 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.
- (m) The Website is operated by Micro Nexus LLC, 1930 Village Center Circle #3-18422, Las Vegas, NV 89134. All notices of copyright infringement claims should be sent to the copyright agent designated in our DMCA Policy in the manner and by the means set out in it. You should direct all other feedback, comments, requests for technical support, and other communications relating to the Website to us at support@spankmatch.com.