

## **BP FEATURES, LLC**

### **WWW.BOSSPLAY.COM**

## **AGREEMENT ON TERMS & CONDITIONS OF USE**

This Agreement on Terms & Conditions of Use (“Agreement”) is effective as of the date on which User (as defined below) indicates User’s acceptance of this Agreement and is made by and between User (herein “User” or “you”) and BP Features, LLC, an Oklahoma limited liability company (“BP”, “we”, or “us” etc.). BP and you are sometimes referred to below as “Party” or “Parties” to this Agreement. All Terms and Conditions set forth herein, in our Privacy Policies and/or in other Legal Notices and documents elsewhere within the BP web domain known as “www.bossplay.com” (the “Website”), are expressly made a part hereof, and are incorporated herein by this reference.

The Parties agree that this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (“E-Sign” Act). You enter into this Agreement by any act demonstrating your assent hereto, including without limitation clicking “I agree” or words of similar meaning. You may submit a paper copy of this transaction and print this form for your personal records. You have the right to withdraw your consent to use the E-Sign Act by emailing us at [support@bossplay.com](mailto:support@bossplay.com) to that effect.

BP may supplement these Terms and Conditions with posted guidelines or rules applicable to specific areas of the Website. In addition, BP may offer other services that are governed by the terms of service of our respective service partners. BP reserves the right to amend this Agreement at any time.

This Agreement (as supplemented by the documents incorporated above) sets forth the legally binding terms for your use of the Website. In consideration of your being permitted to use the Website, and for other good and valuable consideration which you acknowledge is received and sufficient, you agree to be bound by this Agreement. You are authorized to use the Website only if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave the Website and discontinue use of the Website. If you wish to become a user of the Website, you must read this Agreement and indicate your acceptance in one or more of the ways that such acceptance is asked for on the Website. In order to participate in certain activities on the Website, you may be notified that you are required to download software or content and/or to agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to those activities on the Website, those additional terms are hereby incorporated into this Agreement. You may receive a paper copy of this Agreement by emailing us at: [support@bossplay.com](mailto:support@bossplay.com); Subject: T&C Agreement.

### **NO MINORS ALLOWED**

**There is or may be mature/adult content contained on this Website. Therefore, minors – that is, individuals who are less than 18 years of age in most jurisdictions or 21 years of age in others -- are not permitted to access the Website under any circumstances. There may also be legal jurisdictions where it is not lawful for any individual, no matter what his/her age, to access such content. If you are either a minor or subject to the laws of any such jurisdiction, you may not access this Website. By using our Website, you acknowledge receipt of, and your agreement with, the Privacy Policy for the Website. does not assume any responsibility or liability for any misrepresentations regarding a user’s age. In addition, you represent and warrant that you will not allow any minor access to this Website, and that you will not copy or redistribute any of the content appearing on this Website to any minor or other person for whom it is illegal to view such content. We also recommend that users implement parental control protections, such as computer hardware, software, or filtering services, which reduce minors' access to this Website.**

## **NO CHILD PORNOGRAPHY**

**You understand that, by Agreement between the Website and our independent models (“Talent”), all individuals performing as Talent on this site are at least 18 years of age, and that this site contains no child pornography. If you seek any form of child pornography, you must exit this site immediately. If you identify any images on our site which appear to depict minors engaged in sexual activity, please report the images to us. All such reports will immediately be investigated, and appropriate action will be taken. Please be aware that we have a policy of cooperating with law-enforcement agencies investigating child pornography.**

All performances displayed on The Website are protected by the First Amendment of the United States Constitution and similar provisions of other laws. You acknowledge that The Website may offer online content that could be deemed “adult” or “erotic”. Additionally, you agree that you are aware that the performances presented on The Website (which are performed by our Talent, who are independent contractors and perform at their sole discretion) may contain graphic activities, graphic audio, and portrayals and/or descriptions of sexually oriented, explicit, offending, or disturbing activities. You acknowledge that you are aware of the possible nature of these Talent performances, that you are not offended by them, and that you have accessed The Website freely, voluntarily and willingly. You also represent and warrant that you are not accessing The Website as an agent of law enforcement or at the behest of any law enforcement authority in any legal jurisdiction of the world.

You acknowledge that The Website contains only images protected by the First Amendment to the United States Constitution. You also agree that you are aware of the community standards of your community, and that you have accessed or will access the content on The Website only if you believe, upon diligent investigation, that the Talent performance(s) you have purchased and/or any other content on this website does not offend the community standards prevalent in your community. You further agree not to use or access The Website if doing so would violate the laws of your city, county, state, province or country.

By using The Website in any manner, including without limitation visiting, viewing or using any content, performance or product on this site, you agree to be bound by this Agreement.

This Agreement applies to you, and if you are using this website on behalf of any other party for which you are acting as an agent, it applies to you and any such party for which you are acting. The management of The Website reserves the right to change this Agreement from time to time in its sole discretion, and your continued use of this Website in any manner thereafter will indicate your agreement with the most current version posted on the site at the time of your use. If you do not wish to be bound by this Agreement, do not accept this Agreement, do not use The Website in any manner, do not enter this site, and do not view or otherwise use any content from this site.

## **Permitted Use of this Site**

This site is owned and operated by BP Features, LLC, an Oklahoma, USA, limited liability company. As between you and BPTM, all content contained on this site in any medium (“Content”) is owned by BPTM and/or our independent contractors and/or our providers. All such Content is protected by United States and international intellectual property laws.

As a User of our website, you are granted a limited, personal, nontransferable, non-sub-licensable, revocable license to access and use our site only as expressly permitted in this Agreement. Except for this limited license, we do not grant you any other rights or licenses with respect to this site, and any rights or licenses not expressly granted herein are reserved to us, our independent contractors and our providers. Unless we have granted you permission in advance and in writing, you may use the site only for your personal, non-commercial use, and not to provide services to a third party.

You may not remove any copyright or other proprietary notices contained in any of the Content on the Website. BP reserves the right to revoke your authorization to view and/or use the Content at any time, and you agree immediately to discontinue such use upon written notice from BP. As between you and BP, all rights not specifically granted to you under this Agreement are reserved to BP. You may not copy, download, display, or print any portion of the Content.

You understand and agree that you may not:

- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the Content in any form whatsoever;
- Use a frame or border environment around the Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Website;
- “Reverse-engineer” any part of this Website; or
- Sell, offer for sale, transfer, or license any portion of this Website in any form to any third party.

#### **Unauthorized Use**

Unauthorized use of this Website and/or the Content may violate applicable copyright, trademark or other intellectual property or other laws. The use of such Content on any other website or in any environment of networked computers is prohibited. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this Website.

Unless otherwise provided within this Agreement, or unless specific applicable law requires BP to allow you to do so, you may not do any of the following without the prior written consent of BP:

- Use any robot, spider, other automatic device or manual process to monitor the Content and/or the Website;
- Use the Website other than to observe performances by our independent-contractors, make legitimate inquiries or communications;
- Use the website to make any false or fraudulent communication;
- Submit false or misleading information to the Website;
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful and/or prohibited by this Agreement;
- Use, access or communicate with the Website or any performer on the Website in any way that, in the sole and absolute judgment of BP, adversely affects the performance or functioning of the Website, or any other computer systems or networks used by BP or other Website users;
- Upload or transmit to the Website -- or use any device, software or routine, that contains -- viruses, Trojan horses, worms, time bombs, or other computer programming that may damage, interfere with or attempt to interfere with, intercept the normal operation of our Website, appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment or infringes upon the rights of any third party; or
- Disguise the origin of information transmitted by you through the Website.

Without limitation, Content may not be used as a trademark or service mark, for any pornographic use, unlawful purpose, to defame any person, to violate any person’s right of privacy or publicity, or to infringe upon any copyright, trade-name, trademark, or service mark of any person or entity. Unauthorized copying and/or use of Content constitutes copyright infringement and shall entitle BP to exercise all rights and remedies under applicable law, including without limitation an injunction preventing further use and monetary damages against all users and beneficiaries of the use of such Content. The foregoing is not a limiting statement of BP’s rights or remedies in connection with any unauthorized use.

You understand that BP may immediately terminate all agreements between you and BP, and may without notice refrain from doing further business with you, if you fail to comply with any provision of this Agreement or with other terms and conditions applicable to you as a user of the Website. If your access is terminated, you agree immediately (1) to stop using this Website and any Content which you may have acquired, (2) to delete all such Content and all copies from all media in your possession or control of whatever type (whether now known or hereafter developed, invented or devised), and (3) to destroy all other copies or, at BP’s request, return all such copies to BP. Your use of this Website and any Content shall comply with all applicable law. BP may restrict or remove your access to this Website at any time, or restrict or remove the use of any Content for any reason, and may (or may choose not to) replace that Content with other Content, and you agree immediately to discontinue all use of the Content upon notification from BP.

Despite our efforts to provide accurate content and functional software, The Website may contain technical or other mistakes, inaccuracies or typographical errors. As a convenience, our Website may link to other sites that may be of interest to you but are not under BP's control. These links do not imply endorsement by BP, and we are not responsible for the availability of or the content contained in any linked site. The Website may contain or use technology that provides BP and/or its affiliates with information regarding your use of this Website, or which permits BP to audit your compliance with this Agreement via the use of software designed to track and identify Content. Please consult BP's Privacy Policy for specific information on BP's policies for use of your personal information.

### **No Expectation of Privacy**

You acknowledge and agree that by engaging in transactions with the Website, no confidential, fiduciary, contractually implied or other relationship is created between you and BP, beyond that which is specifically established by contract between you and us.

Any communications or materials you transmit to the Website, by electronic mail or otherwise, including without limitation any data, question, comment, suggestion, idea, or the like ("Communications") may be treated as non-confidential and non-proprietary. BP assumes no responsibility for any Communications posted or submitted, or for the return of such Communications. We want your feedback and appreciate your ideas and suggestions, but we are unable to answer every comment individually.

### **Fees/Refund Policy**

Fees for the functionalities (if any) offered by the Website are negotiated between you and the independent contractor who may be performing for you. You agree to pay all fees when due according to our billing terms. You agree to pay all amounts due to us immediately upon cancellation or termination of your account. We reserve the right to make changes to our fees and billing methods. It is BP's general policy not to refund monies, and we will consider doing so only under extraordinary circumstances.

### **FRAUD WARNING:**

**Users who intentionally gain access to this Website with no intention of paying, and later dispute the charge with their credit/debit card company and/or refuse to pay the charge, may be committing fraud and are subject to criminal and civil court action under state and federal laws. Accordingly, if you don't intend to pay for your purchase on the Website, you agree that you will not make the purchase in the first place.**

If you believe that you have been erroneously billed, please notify us of the error immediately. If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed accepted by you for all purposes, including without limitation resolution of inquiries made by your credit card issuer. You release us from all liabilities

and claims of loss resulting from any error or discrepancy that is not reported to us within thirty (30) days of its publication.

For purposes of identification, billing and marketing, you agree to provide BP with accurate, complete, and updated information as requested by us, including your legal name, address, telephone number(s), and applicable payment data (e.g., credit card number, security code and expiration date). You agree to notify BP within ten (10) days of any changes in these elements of your information.

**YOU ARE ADVISED, AND AGREE, THAT THIS SITE IS INTENDED AS AN “ONLINE ADULT ENTERTAINMENT” SITE ONLY. BP™ DOES NOT INTEND, AND WILL ACCEPT NO RESPONSIBILITY FOR, THE OCCURRENCES OR RESULTS OF ANY ENCOUNTER BETWEEN OR AMONG OUR MEMBERS THAT OCCURS THROUGH (BY WAY OF ILLUSTRATION AND NOT LIMITATION) ANY MEDIUM OF COMMUNICATION OTHER THAN OUR WEBSITE OR THROUGH DIRECT PHYSICAL CONTACT OR ACQUAINTANCE BETWEEN USERS OF OUR WEBSITE AND ANY INDEPENDENT CONTRACTOR PERFORMING IN CONNECTION WITH OUR WEBSITE.**

*[If you are a copyright owner or an agent thereof (“Owner”) and believe that any Content on the Website infringes upon Owner’s copyright(s), rights of publicity, or any other rights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing BP’s Legal Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further details):*

*A physical or electronic signature of a person authorized to act on behalf of the owner of a legal right that is allegedly infringed;  
Identification of the copyrighted work or other legal right claimed to have been infringed, or, if multiple materials on the Website are intended to be covered by a single notification, a representative list of such works;*

*Identification of the material that is claimed to be infringing, the subject of infringing activity or is violative of any other legal right and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit BP to locate the material;*

*Information reasonably sufficient to permit BP to contact Owner, such as an address, telephone number, and, if available, an electronic mail address;*

*A statement that Owner has a good faith belief that use of the material in the manner complained of is not authorized by the Owner or the law; and*

*A statement that the information in the notification is accurate, and under penalty of perjury, that Owner is authorized to act with regard to the legal right that is allegedly infringed.*

*BP’s designated Legal Agent to receive notifications of claimed infringement is: ChaseLawyers; email: greg@chaselawyers.com; fax: 305-373-7668. For clarity, only DMCA or other legal notices should go to BP’s Legal Agent; any other feedback, comments, requests for technical support, and other communications should be directed to BP through support@bossplay.com. Owner acknowledges that failure to comply with all of the above requirements may render Owner’s legal notice not valid.]*

## **Warranty and Indemnification**

As a User of the Website, you hereby represent and warrant to BP that you will not transmit by means of the Website any materials of any kind which (1) violate, plagiarize, or infringe on the intellectual property or contractual rights of any third party; (2) are imported and/or exported in violation of any law, rule, or regulation of any jurisdiction with regard to such imports or exports; (3) contain libelous, defamatory, obscene, pornographic, abusive or otherwise unlawful material; (4) contain software viruses or any other malicious code designed or operating in such a way as to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You further represent and warrant to BP that your use of the Website will at all times comply with all applicable laws, rules, and regulations. You hereby agree to indemnify, defend and hold harmless BP and its officers, employees, licensors, licensees, independent contractors, providers, subsidiaries and affiliates (collectively, the “Affiliates”), from and against any and all liability and costs incurred by BP or any of said Affiliates in connection with any claim arising out of any breach by you of the foregoing representations, warranties and covenants, including, without limitation, reasonable transactional and litigation-related attorney fees and costs, at all levels of legal activity. You shall cooperate as fully as reasonably required in the defense of any claim. BP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any

such matter without the written consent of BP.

### **Limitation of Liability**

BP ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS WEBSITE OR YOUR DOWNLOADING OF ANY MATERIALS (INCLUDING WITHOUT LIMITATION TALENT MATERIALS), DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE WEBSITE. IN NO EVENT SHALL BP OR ANY THIRD-PARTY PROVIDERS, INDEPENDENT CONTRACTORS OR DISTRIBUTORS ACTING ON BEHALF OF BP BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, CRIMINAL LAW OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (i) ANY USE OF THIS WEBSITE OR CONTENT FOUND HEREIN, (ii) ANY FAILURE OR DELAY (INCLUDING BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS WEBSITE), AND/OR (iii) THE PERFORMANCE OR NON-PERFORMANCE BY BP OR ANY THIRD-PARTY INDEPENDENT CONTRACTORS, PROVIDERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO NON-PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION, EVEN IF BP OR SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO YOU OR TO ANY OTHER PARTY.

BP MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, AND/OR ACCURACY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED “AS IS” AND “WHERE IS” WITHOUT ANY WARRANTIES OF ANY KIND. BP HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THIS WEBSITE AND/OR ANY INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

BECAUSE CERTAIN LEGAL JURISDICTIONS DO NOT PERMIT OR RECOGNIZE AN EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT NECESSARILY APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

If, notwithstanding the foregoing, BP and/or any third-party provider or distributor should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of the Website and/or its content, the liability of BP and/or the third-party providers and distributors shall in no event exceed, in the aggregate, the greater of (a) the subscription fee and service charge (if any) for accessing this Website, or (b) US \$100.00. In its sole discretion, in addition to any other rights or remedies available to BP, and without any liability whatsoever, BP at any time and without notice may terminate or restrict your access to all or any component of this Website.

Your use of the Website is subject to our [Privacy Policy](#). You agree that you have read our Privacy Policy, and that it is reasonable and acceptable to you. Your acceptance of this Agreement is also your consent to the information practices in our Privacy Policy.

We will use our reasonable commercial efforts to keep our site available on a 24-hour/7-day-a-week basis, subject to downtime for scheduled maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Website will be

uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

#### **Viruses**

We make reasonable attempts to exclude viruses from the Website, but cannot ensure that the Website will at all times be free from viruses or other destructive software. You are urged to take appropriate safeguards before accessing the Website. We assume no responsibility for any damages to computer equipment or other property that may result from your use of the Website.

You may preserve this Agreement in hard-copy form by printing it for your records, and you waive any other requirement that this Agreement be evidenced by a written document.

#### **Electronic Notification**

To the extent that we may need to contact you, you agree that we may do so via any electronic or other means, including but not limited to communications posted on the Website, electronic mail, or instant messaging.

### **Your Assumption of Risk**

Subject to applicable law, your use of this Website and its Contents is at your sole risk. Some opportunities or services made available on this Website may be subject to conditions imposed by the providers, including but not limited to international conventions and arrangements, and state and federal government regulations. You agree that third-party providers who furnish products or services through this Website are independent contractors, and not agents or employees of BP.

As a User of the Website, you hereby expressly acknowledge and agree that such use and involvement is voluntarily undertaken by you solely at your own risk. You recognize, agree and acknowledge that activities undertaken on the Website are activities which inherently involve certain risks. Under no circumstances will BP have any liability whatsoever for any loss, damage or injury alleged and/or sustained by any user of the Website from engaging in any activity coordinated through, sponsored by, or affiliated with The Website. As a User of The Website, you hereby agree that you are solely responsible for any applicable costs, fees and expenses associated with using the Website. By using any services or functionalities provided at the Website, and in consideration of your usage of the Website services, you, on behalf of yourself, and your heirs, designees and assigns, hereby release, waive, discharge and agree not to sue BP, its officers, directors, agents, representatives, employees and affiliates in their capacities as such, and agree to hold BP and each of such persons associated therewith harmless with respect to any and all fees or expenses (including without limitation reasonable attorney fees, both transactional and litigation-related, at all levels), and with respect to any and all allegations, losses, claims, damages, property damage, personal injuries or death to you or to any other individual, whether caused by you or the acts (including the failure to act) of any other persons, events, and/or occurrences.

You agree that no joint venture, partnership, employment, fiduciary or agency relationship exists between you and BP as a result of this Agreement or your use of the Website. The performance of this Agreement by BP is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of BP's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of this Website or information provided to or gathered with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; and the remainder of this Agreement shall continue in effect.

This Agreement, and the other legal notice documents contained elsewhere on this Website and incorporated herein by reference, constitute the entire agreement between the User and BP with respect to BP's services, the Website, and any other relationship between User and BP, and they supersede any and all prior or contemporaneous communications and proposals, whether electronic, oral or written, with respect to BP, its services, and/or the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters and/or data mentioned herein are not

intended to represent any real individual, company, product or event. Any rights not expressly granted herein are expressly and exclusively reserved to BP.

**THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE UNITED STATES. USER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF COURTS SITTING IN THE UNITED STATES IN ALL DISPUTES ARISING OUT OF OR RELATING TO THE USE OF THIS WEBSITE. USE OF THIS WEBSITE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THIS PARAGRAPH.**

In the event a dispute arises between User and BP, BP and User agree to pursue neutral and cost-effective means of resolving the dispute quickly. Accordingly, User and BP agree that any claim or controversy at law or equity that arises out of this Agreement, the Website, and/or BP's other services shall be resolved in accordance with one of the subsections below or as otherwise mutually agreed upon in writing by the Parties. Before resorting to these alternatives, BP strongly encourages you to first contact BP directly to seek a resolution, and BP will consider all reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation:

A. Alternative Dispute Resolution. BP will consider use of alternative forms of dispute resolution, such as non-binding mediation and/or binding arbitration to be held in or as near as possible to Oklahoma City, Oklahoma.

B. Court. Alternatively, any claim may be adjudicated by a court of competent jurisdiction located in Oklahoma City, Oklahoma. User and BP agree to submit to the exclusive venue and personal jurisdiction of courts located within Oklahoma City, Oklahoma, with no assertion by either Party of any objection to such venue and jurisdiction, including without limitation any objection based on the doctrine of *forum non conveniens*.

**THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY.**

You agree that: (i) the The Website website shall be deemed solely based in Oklahoma City, Oklahoma; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over BP either specific or general, in jurisdictions other than the United States. This Agreement shall be governed by the internal substantive laws of the United States, without regard to its conflict of laws principles. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, with the surviving provisions being interpreted so as fully as possible to effect the original intentions of the Parties to this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and BP's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. BP reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement regularly for any such changes. Your use of the Website in any manner following any amendment of this Agreement will signify your assent to and acceptance of its revised terms. YOU AND BP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

23. User agrees that "BP" and the "www.BossPlay.com" Website are trademarks of BP Features, LLC, a United States company.

#### **MISCELLANEOUS**

24. (a) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed by the Parties. The Parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, be written in the English language (Les parties aux presentes confirment leur volonte que cette le convention de meme que tous les documents y compris y tout avis qui s'y rattache soient rediges en langue anglaise). You further agree that, in any dispute between BP and you, BP shall be entitled to recover its reasonable attorney fees, legal expert fees, and other legal expenses from you should BP emerge as the prevailing party.

(b) This Agreement constitutes the entire agreement of the Parties and supersedes all oral and written agreements and understandings related to the same or similar subject matter and made or entered into by the Parties prior to the date hereof. No amendment, change or modification of this Agreement shall be valid unless it is accepted by both Parties, and any waiver of a



failure to perform or of a breach shall not operate to waive any subsequent failure to perform or breach.

(c) The use of the singular in this Agreement shall apply to and mean the plural where appropriate. The use of the masculine or neuter pronoun in this Agreement shall apply to and mean the feminine where appropriate, and vice versa.

(d) The captions appearing at the commencement of some clauses hereof are descriptive only and for convenience in reference to this Agreement; and should there be any conflict between any such heading and the language of the clause at the head of which it appears, the language of the clause thereof, and not such heading, shall control and govern in the construction of this Agreement.

(e) You acknowledge that your violation or attempted violation of any element of this Agreement will cause BP such damage as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that BP shall be entitled as a matter of right to an injunction, issued by any court of competent jurisdiction, restraining such violation or attempted violation of these Terms & Conditions of Use by you, or your affiliates, partners, or agents, as well as to recover from you any and all costs and expenses sustained or incurred by BP in obtaining such an injunction, including, without limitation, reasonable attorney fees at all levels of litigation. You agree that no bond or other security shall be required in connection with BP's application for any such injunction.

(f) The Parties acknowledge that each has been advised by counsel, and/or been given the opportunity and recommendation to be advised by counsel, during the course of negotiation of this Agreement. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the Party causing this Agreement to be drafted.

I ACCEPT

I DO NOT ACCEPT AND WILL NOT USE THIS SITE

1. By setting an account on the Website you agree to be bound by all the terms and conditions set forth in this agreement (the "Agreement"). The parties to this Agreement are you, the Customer, and The Website. This Agreement is subject to change by Company at any time, and changes are effective upon notice to the Customer.

2. You must be 18 years of age or older (21 in some areas) to purchase a performance. Purchases are non-refundable.

3. ALL MATERIALS, INCLUDING MESSAGES, AND OTHER COMMUNICATIONS, CONTAINED AT THE WEBSITE ARE INTENDED FOR DISTRIBUTION EXCLUSIVELY TO CONSENTING ADULTS IN LOCATIONS WHERE THE MATERIALS, MESSAGES AND OTHER COMMUNICATION CONTAINED AT The Website DO NOT VIOLATE ANY COMMUNITY STANDARDS OR ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION OF THE UNITED STATES OR ANY OTHER COUNTRY. NO PERSONS UNDER THE AGE OF EIGHTEEN YEARS MAY DIRECTLY OR INDIRECTLY VIEW OR POSSESS ANY OF THE CONTENTS OF The Website OR PLACE ANY ORDERS FOR ANY GOODS OR SERVICES ADVERTISED AT OR IN The Website. YOU HEREBY ACKNOWLEDGE THAT MATERIALS PRESENTED AT AND DOWNLOADABLE FROM The Website INCLUDE VISUAL, AUDITY AND HETEROSEXUAL, BI-SEXUAL, HOMOSEXUAL, AND TRANSSEXUAL SEXUAL SITUATIONS, THAT YOU ARE FAMILIAR WITH MATERIALS OF THIS KIND, AND THAT YOU ARE NOT OFFENDED BY SUCH MATERIALS. YOU HEREBY FURTHER AFFIRM AND WARRANT THAT YOU ARE CURRENTLY OVER THE AGE OF EIGHTEEN YEARS AND ARE CAPABLE OF LAWFULLY ENTERING INTO THIS AGREEMENT.

4. I agree to be personally liable and fully indemnify Company for any and all damages directly, indirectly and/or consequentially resulting from my attempted or actual unauthorized downloading or other duplication of materials from the Website, alone or with, or under the authority of, any other person(s), including, without limitation, any governmental agency(ies), wherein such damages include, without limitation, all direct and consequential damages directly or indirectly resulting from unauthorized downloading of materials from The Website including, but not limited to, damages resulting from loss of revenue, loss of property, fines, attorney's fees and costs, including, without limitation, damages resulting from prosecution and/or governmentally imposed seizure(s), forfeiture(s), and/or injunction(s).

5. Some or all of the following fees and charges may be incurred by the Customer:  
a. Performance Fees. The Customer is responsible for paying whatever amount has been agreed on before their payment is made. Purchase fees are non-refundable; and  
b. Full payments for all goods and services ordered at, through and/or from Company and its licensees.

6. Payment for the services provided to you at and/or through The Website may be made by credit card or debit card debit and you hereby authorize Company and its agents to transact such payments on your behalf.

7. Purchases from the Website may be terminated at any time, and without cause, by Company. You agree to be personally liable for all charges incurred by you during or through the use of The Website. Your liability for such charges shall continue after termination of your purchase for any reason.

8. Customers are responsible for providing all personal computer and communications equipment necessary to gain access to the Service. Access to and use of the Service is through the use of third party software capable of electronic video transmission.

9. Company does not screen or endorse advertisements or communications submitted to the Website by third-party licensees, advertisers, or subscribers for electronic dissemination through the Website. Subscribers are therefore advised to use their own judgment to evaluate all advertisements and other communications available at or through the use of the Website prior to purchasing goods and/or services described at the Website or otherwise responding to any communication at the Website.

10. Any liability of Company, including without limitation any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause or action, shall be strictly limited to the amount of purchase fee paid by or on behalf of Customer to Company for the purchase in question. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. Company is not liable for damages resulting from disseminating, failing to disseminate, or incorrectly or inaccurately disseminating any Software, data, advertisement or other communication at or through The Website.

12. No warranty is made by Company regarding any information, services, Software or products provided through or in connection with the the Website, and Company hereby expressly disclaims any and all warranties, including without limitation: 1) any warranties as to the availability, accuracy, or content of Software, information, products, or services; 2) any warranties of merchantability or fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

13. All live video purchases from the Website are for immediate and private use by Customers only. Any form of copying/recording a live performance is strictly prohibited. No other uses are intended by the Company and any other use is strictly prohibited. All other materials included at the Website are for the private use by Customer only.

14. This Agreement contains the entire agreement between the Customer and Company regarding Customers' use of the Website and all materials directly and indirectly related thereto. This Agreement supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by Company. This Agreement shall be governed by and construed under the laws of the State of Oklahoma and the United States as applied to agreements between Oklahoma state residents entered into and to be performed within the State of Oklahoma, except as governed by Federal law. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. Unless otherwise explicitly stated, the provisions of this Agreement shall survive its termination.

BY PURCHASING FROM THE WEBSITE YOU ARE INDICATING THAT YOU HAVE READ THE PURCHASE AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, CONSENT TO ALL THE TERMS AND CONDITIONS

SET FORTH IN THE PURCHASE AGREEMENT, REPRESENT AND WARRANT THAT YOU ARE CURRENTLY OVER THE AGE OF 18 YEARS AND UNDERSTAND THAT MATERIALS PRESENTED AT THE WEBSITE INCLUDE NUDITY, VISUAL AND AUDIO PRESENTATIONS OF SEXUAL SITUATIONS AND ADULT LANGUAGE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, ARE NOT OVER 18 YEARS OF AGE, OR ARE IN AN UNAUTHORIZED DOWNLOADING LOCATION, THEN SEIZE ALL ATTEMPTS TO PURCHASE ANY MATERIAL OR PERFORMANCE FROM THE WEBSITE AND LEAVE IMMEDIATELY