

VideoChatSex Model Agreement

Last Updated: 23 August 2023

Superfoon B.V. (“we, us, our, ours, etc.”) is the owner and operator of www.videochatsex.com and any affiliated websites and related mobile versions and all services provided thereon (“VideoChatSex”), including this registration website and any other website where you may register for or manage an account associated with VideoChatSex, as well as any video chats or telephone calls that you participate in through your relationship with us. We are the owner of all text, images, graphics, photographs, audio, video, buttons, icons, animations, data, messages, software, content, information, or materials on VideoChatSex (“Materials”). However, we do not own the content provided by you for inclusion on VideoChatSex or your live video chats with VideoChatSex users (collectively “Content”), and your Content is excluded from the definition of Materials.

This Model Agreement is a legal contract that establishes the relationship between you, the user, (“you, your, yours, etc.”) and us as it relates to your access to and use of VideoChatSex, a website that connects you, an adult entertainment model (“Model”) to callers who seek to pay you to participate in live video chats (“Callers”) in exchange for virtual credits (“Credits”).

By accessing or using VideoChatSex or this registration website, you accept and agree to our website policies, including this Model Agreement, and you certify to us that (a) you are eighteen (18) years of age or older, and are at least the age of majority in your jurisdiction, (b) you have the legal capacity to enter into and agree to this Model Agreement, (c) you are using VideoChatSex freely, voluntarily, willingly, and for your own personal enjoyment, and (d) you will only provide accurate and complete information to us and promptly update this information as necessary to maintain its accuracy and completeness.

We reserve the right to revise this Model Agreement at any time. You agree that we have this unilateral right, and that all modifications or changes are in force and enforceable immediately upon posting. The updated version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. We agree that if we change anything in this Model Agreement, we will change the “Last Updated” date at the top of this Model Agreement. You agree to re-visit this page on a frequent basis, and to use the “Refresh” or “Clear Cache” function on your browser when doing so. You agree to note the date above. If the “Last Updated” date remains unchanged from the last time you reviewed this Model Agreement, then you may presume that nothing in this Model Agreement has changed since the last time you visited. If the “Last Updated” date has changed, then you must review the updated Model Agreement in its entirety. You must agree to any updated Model Agreement or immediately cease use of VideoChatSex. If you fail to review this Model Agreement as required to determine if any changes have been made, you assume all responsibility for such omission, and you agree that such failure amounts to your affirmative waiver of your right to review the updated terms. We are not responsible for your neglect of your legal rights.

1. Accounts

A. Registration

All users may register for a single account on VideoChatSex, provided the user meets the requirements set forth in the Terms of Service. To be included as a Model to offer video chats to Callers on VideoChatSex, you must accept this Model Agreement and submit valid and current banking or payout information and any necessary age verification documentation, including a copy of a government-issued picture identification card.

You agree that we, or our contractors, are authorized to collect, store, and/or maintain certain biometric information including a retina or iris scan, fingerprint, voiceprint, or scan of your hand or face geometry from any Content or verification documents you provide to us.

B. Accuracy

If you fail to provide the required information, if we reasonably believe that you have provided false, misleading, inaccurate, incomplete, not current, or otherwise incorrect information to us, if you fail to promptly update such information to maintain its accuracy and completeness, or if we or any of our authorized agents have reasonable grounds to suspect that a violation of this provision has occurred, we may suspend or terminate your account, as well as subject you to criminal and civil liability. Acceptance of registration is subject to our sole discretion. While we may require you to provide additional information as necessary to verify the accuracy of your identity and the information you provide to us, you understand and agree that we do not sponsor or endorse any user.

C. No Account Sharing

You will not use, attempt to access, or ask for the login credentials for any third party's account at any time. You will not allow any third party to access or use your account at any time, nor provide any third party with your login credentials. We will not be liable for any loss that you may incur as a result of any third party that uses your password or otherwise accesses your account, either with or without your knowledge. You will be liable for losses incurred by us or any third party due to release of account credentials to unauthorized persons.

D. Termination by You

You may delete your account by clicking "Delete Account" in your account settings. You will not assign, transfer, sell, or share your membership to VideoChatSex. If you do, both you and any unauthorized user are jointly and severally liable for any fees that will be due.

E. Termination by Us

We may suspend or delete your account or any licenses herein at any time, for any reason, in our sole discretion. We have the right to terminate your membership at any time, and you will be responsible for all charges to your account at the time of termination. We are not responsible for preserving terminated account information which may be permanently deleted in our discretion.

2. Grant of Rights

A. Materials

You understand that all we are offering you is access to and use of VideoChatSex as we provide them from time to time. You need to provide your own access to the Internet, hardware, mobile device, data plan, and software, and you are solely responsible for any fees that you incur to access or use VideoChatSex including video chats on your mobile device. All users may access and use certain public areas of VideoChatSex, free of charge. We grant all users a limited, nonexclusive, revocable, and nontransferable personal license to access and use only those Materials provided on free areas of VideoChatSex for private, non-commercial purposes. We reserve the right to limit the amount of Materials viewed or features available to you. Your license to access and use VideoChatSex and the Materials is not a transfer of title. You will not copy or redistribute any Materials, and you will prevent others from unauthorized access, use of, or copying of the Materials.

B. Content

We may permit you to submit Content for inclusion on VideoChatSex, including a profile image and bio. Except for personally identifiable information covered under our Privacy Policy, we will consider Content non-confidential and nonproprietary. We will have no obligation regarding Content, and we do not guarantee any confidentiality for any Content. You are solely responsible for the Content and the consequences of posting the Content to VideoChatSex.

You retain all ownership rights in the Content. However, you grant us a worldwide, perpetual, nonexclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content for our business (and the business of our successors), including for promoting and redistributing any part of VideoChatSex (and derivative works of it) in any media formats and through any media channels for the purposes set forth in this Model Agreement. This license shall include the right to copy and transfer the Content to any of our affiliate, related, or partner sites, and to post the Content on different pages of VideoChatSex at our sole discretion. We may freely use the Content for any purpose. By submitting Content to us for inclusion on VideoChatSex or by participating in video chats, you consent to (i) being depicted the Content and video chat, (ii) the Content being publicly distributed on VideoChatSex, and (iii) the video chat being privately distributed to the Caller.

C. Section 2257

You represent and warrant that your Content, including your video chats, is fully compliant with all requirements listed at 18 U.S.C. § 2257 et seq. 18 U.S.C. § 2257A, and 28 CFR Part 75 et seq. (“Section 2257”) and that you possess and maintain age verification documents required by Section 2257 in a form acceptable to us and that you will continue to maintain originals of these documents in that manner and for so long as you maintain a Model account on VideoChatSex, plus a term of seven (7) years, or the length of time required by law (whichever is longer), and that you will provide to us an accurate and legible copy of this documentation immediately upon request

and/or provide us with the required information during the Model registration process. You further consent to any circulation of such records to third parties such as our contractors, affiliates, successors, and sub-licensees, at our sole discretion. For so long as you maintain a Model account on VideoChatSex, and for a period of no less than seven (7) years after your Model account on VideoChatSex is deactivated, you will act as the “Custodian of Records” as defined in 28 CFR Part 75 et seq. and will maintain all records as required by Section 2257 at your primary address. Upon request, you will provide us with one or more valid government-issued “picture ID cards” as mandated by Section 2257, that contains your name, photo, and birth date.

3. Acceptable Use Policy

A. Prohibited Uses for All Users

You agree that you will only use VideoChatSex for purposes expressly permitted and contemplated by this Model Agreement. You may not use VideoChatSex for any other purposes without our express prior written consent. Without our express prior written authorization, you will not:

- use VideoChatSex for any purpose other than as offered by us, including in any way that is prohibited by this Model Agreement or that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including:
 - laws prohibiting sex trafficking and promotion or facilitation of prostitution;
 - intellectual property right laws protecting patents, copyrights, trademarks, trade secrets, and any other intellectual property right, including making, obtaining, distributing, or otherwise accessing illegal copies of copyrighted, trademarked, or patented content, deleting intellectual property right indications and notices;
 - laws against obscene, lewd, defamatory, or libelous speech; and
 - laws protecting confidentiality, privacy rights, publicity rights, or data protection.
- fail to comply with orders, judgments, or mandates from courts of competent jurisdiction.
- access or use VideoChatSex if you are, or are required to be, a registered sex offender in any jurisdiction.
- link to VideoChatSex on any third-party website in any way that is illegal, unfair, or damages or takes advantage of our reputation, including any link which establishes or suggests a form of association, approval, or endorsement by us where none exists.
- submit Content for inclusion on VideoChatSex or participate in video chats in a manner that is harmful, inaccurate, threatening, abusive, vulgar, violent, indecent, harassing, hateful, menacing, scandalous, inflammatory, blasphemous, racially or ethnically offensive, likely to cause annoyance, intimidation, alarm, embarrassment, distress, discomfort, or inconvenience, otherwise objectionable or inappropriate.

- submit Content for inclusion on VideoChatSex or participate in video chats in a manner that depicts, advertises, promotes, encourages, facilitates, or solicits (real, simulated, or implied) (i) scenarios involving lack of consent, including rape, sexual assault, kidnapping, torture, hypnosis, intoxication, violence, sadomasochistic abuse, hardcore bondage, weapons, or asphyxiation; (ii) sexual activity involving minors; (iii) age-play or adult baby/diaper lover Content, (iv) incest; (v) bestiality, including monstrous humanoids or animal-themed sex toys; (vi) necrophilia; (vii) bodily fluids including scat, urine, lactation, vomit, and blood, but excluding semen, female ejaculation, and saliva; (viii) illegal prostitution or human trafficking; (ix) “revenge porn” defined as any Content containing any individual who has not consented to being depicted in the Content, or to the Content being distributed on VideoChatSex; (x) unsolicited sexual Content sent directly to another user or Content otherwise sexual objectification of another user in a nonconsensual manner; (xi) illegal or illicit drugs; (xii) suicide, self-harm, or extreme pain, whether inflicted by yourself or a third party, including oversized toys, genital mutilation, or extreme fisting; (xiii) any other illegal behavior or behavior that may be considered obscene under applicable law.
- submit Content for inclusion on VideoChatSex or participate in video chats in a manner depicts any person under eighteen (18) years old.
- promote or advertise any Content or video chat as depicting any person under eighteen (18) years old, regardless of the actual age of the person(s) depicted.
- submit Content for inclusion on VideoChatSex or participate in video chats in a manner depicting any person without inspecting and maintaining written documentation sufficient to confirm that all individuals depicted in your Content are at least eighteen (18) years of age or older, and consent to being depicted in your Content, and consent to your Content being distributed on VideoChatSex.
- submit Content for inclusion on VideoChatSex or participate in video chats with the intent to extort money or other benefit from a third party in exchange for removal of the Content.
- submit Content for inclusion on VideoChatSex or, during any video chat, share or collect the telephone numbers, street addresses, last names, email addresses, URLs, geographic location, or any other personal information about users or third parties without their consent, or, except as expressly authorized in this Model Agreement.
- use slang, acronyms, abbreviations, emojis, GIFs, or other media to communicate any activity that violates this Model Agreement.
- engage in antisocial, disruptive, or destructive behavior, including “bombing,” “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the Internet, or engage in any other behavior that serves no purpose other than to harass, annoy, or offend users.
- access the accounts of other users.

- engage in any fraudulent activity, including impersonating any real or fictitious third party, falsely claiming affiliation with any third party, misrepresenting the source, identity, or contents of the Content.
- engage in platform manipulation, including utilizing bots or other fraudulent means to artificially drive traffic to your video chat line.
- circumvent, disable, damage, or otherwise interfere with the operations of VideoChatSex, any user's enjoyment of VideoChatSex, or our security-related features or features that prevent, limit, restrict, or otherwise enforce limitations on the access to, use of, or copying of VideoChatSex, by any means, including posting, linking to, uploading, or otherwise disseminating viruses, adware, spyware, malware, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious code, file, or program designed to interrupt, destroy, limit, or monitor the functionality of any computer software or hardware or any telecommunications equipment.
- reverse engineer, decompile, disassemble, or otherwise discover the source code of VideoChatSex or any part of it, except and only if that activity is expressly permitted by applicable law despite this limitation.
- access or use any automated process (such as a robot, spider, scraper, or similar) to access or use VideoChatSex in violation of our robot exclusion headers or to scrape all or a substantial part of VideoChatSex (other than in connection with bona fide search engine indexing or as we may otherwise expressly permit).
- modify, adapt, translate, or create derivative works based on VideoChatSex, except and only if applicable law expressly permits that activity despite this limitation.
- commercially exploit or make available, mirror, or frame VideoChatSex.
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it.
- misrepresent whether any video chat will contain sexual activity.
- defraud us or our users (e.g., working together with a member or "hacker" to accept payment with stolen credit cards).
- fraudulently pass off recorded video chats as a live occurrence.
- fail to honor any lawful representation made to other users in furtherance of selling video chats and associated services.

- participate in a video chat where Model is not readily identifiable within the Content, such as where Model's face is hidden or obstructed for the entirety of the performance.
- allow a third party to control your account.
- participate in video chats from any public place where members of the public are reasonably likely to see you.
- release the personal information of any other user or third party without that person's consent.
- harass, disparage, defame, or otherwise interfere with the business or personal lives of other users, whether on VideoChatSex, on third-party websites, or offline.
- solicit or accept payments for travel or in-person meetings.
- attempt to do any of the acts described in this section or assist or permit any person in engaging in any of the acts described in this section.

Engaging in any Prohibited Use will be considered a breach of this Model Agreement and may result in immediate suspension or termination of the user's account and access to VideoChatSex or the platform without notice, in our sole discretion. We may pursue any legal remedies or other appropriate actions against you if you engage in any of the above Prohibited Uses or otherwise violate this Model Agreement or any international, foreign, or domestic laws, including civil, criminal, or injunctive relief, forfeiture of revenue, and cancellation of your account. If you violate these additional Prohibited Uses for Models or any other provision of this Model Agreement, we may delete your account without payment or permanently ban you from VideoChatSex.

B. WE HAVE A ZERO TOLERANCE POLICY FOR PROSTITUTION AND SEX TRAFFICKING

The solicitation, promotion, and facilitation of prostitution and sex trafficking are strictly prohibited. If you engage in or offer such activity, whether on VideoChatSex, through video chats, or by posting links to external websites that solicit, promote, or facilitate prostitution or sex trafficking, we may delete your account without payment and take other appropriate action.

C. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD EXPLOITATION

You understand that all depictions on VideoChatSex and in the video chats are of persons over the age of eighteen (18) on the date of production. We take great measures to ensure that no minors appear on VideoChatSex or otherwise participate in the video chats. If you seek to provide any form of child sexual abuse material (whether real or virtual), you must exit VideoChatSex immediately. We do not provide or promote underage content, and we do not tolerate those who offer underage content. In order to further our zero-tolerance policy, you agree to report any video chats, real or simulated, that appear to involve minors on VideoChatSex.

D. Reporting User Activities

You must report all suspicious activity to us. We may consider you complicit in any fraud to which you were knowledgeable of suspicious activity but failed to report it. If you are aware of any user engaging in activities that violate this Model Agreement, please access our report abuse form at <https://videochatsex.com/contact> and provide as much detail as possible, including a description of the individual engaging in suspicious activities, the date and time of identification, the reason we should investigate the activities, and a statement certifying the accuracy of the information you provided to us.

E. Law Enforcement

We will fully cooperate with law enforcement authorities or orders from courts of competent jurisdiction, requesting or directing us to disclose the identity or location of any user in breach of this Model Agreement, in accordance with our privacy policies, law enforcement policies, and applicable law or regulation. If we receive a subpoena, discovery request, production order, search warrant, or court order in response to your activities which causes us to incur legal expenses, costs, or fees for compliance, you agree to reimburse us for any such legal expenses, costs, and fees upon our request.

4. Payments

A. Commissions for Video Chats

You will receive a commission for all Credits earned during your video chats, in the percentage disclosed to you prior to accepting this Model Agreement. We reserve the right to change your commission rate at any time. From time to time, we may offer certain increased commission percentages as a signing bonus or other incentive. You understand and agree that we are under no obligation to offer such incentives, and the terms and conditions of such incentive programs remain in our sole and absolute discretion and will be prominently displayed on VideoChatSex. We will issue payment to you in your selected payment method for any monies earned during the preceding pay period, minus any processing fees based on your payment selection or otherwise associated with your account, provided you have met the minimum payment threshold. You are responsible for providing accurate bank account or payment method details identifying where earnings will be sent. You must own or control the account associated with your payment method, and you agree to provide us with such information as we may request to confirm your ownership or control. You cannot receive a payout until you have met the minimum payment threshold. In the event we receive notice of any lien or encumbrance against your account, we may suspend payouts until such lien or encumbrance is satisfied or discharged. We may set off any liability, damages, costs, or expenses that we incur arising from or relating to your breach of this Model Agreement against any money that we owe to you under this Model Agreement. We may also adjust or deduct the monies transferred to your account for any reason, at any time, without advance warning or notice, including retroactively. The most common reasons for transfer adjustments include customer refunds, fraud, conduct violations, third party liens, garnishments, and technical errors.

B. Taxes

You shall be responsible for payment of all taxes, and we will not be responsible for any federal income tax withholding, unemployment contribution, workers compensation, Medicare / Medicaid, or any employment-related benefits. If requested, you will provide us with a Social Security Number or Taxpayer Identification Number, so that an IRS form 1099 may be issued where required by law. Failure to provide such information to us may result in termination of this Model Agreement.

C. Third-Party Payment Processing

We utilize various third-party payment processors and gateways, and we reserve the right to contract with additional third-party payment processors and gateways in our sole discretion to process all payments associated with VideoChatSex. Such third parties may impose additional terms and conditions governing payment processing. You are responsible for abiding by such terms. We further disclaim any liability associated with your violation of such terms.

D. Changes to Your Payment Information

You must promptly inform our third-party payment agents of all changes, including changes in your address, debit or credit card, and other banking information used in connection with payments through VideoChatSex. You are responsible for any debit or credit card charge backs, dishonored checks, and any related fees that we incur with respect to your account, along with any additional fees or penalties imposed by our third-party payment agents.

E. Chargebacks

We reserve the right to withhold any funds or proceeds generated from interactions with Model Content that results in a chargeback.

F. Changes to Our Payment Methods

We reserve the right to make changes at any time to our fees and payment methods, including the addition of administrative or supplemental charges for any feature, with or without prior notice to you.

G. Payment Errors

If you believe that we have paid you an insufficient amount for any activity associated with your account, please notify our third-party payment agents immediately of such error. If you do not do so within thirty (30) days after such payment error first appears on any account statement, the fee or payment in question will be deemed acceptable by you for all purposes, including resolution of inquiries made by or on behalf of your banking institution. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported within thirty (30) days of the bill or payment being rendered to you. These terms shall supplement and be in addition to any terms required by third party payment entities we engage to provide payment services. You are responsible for review and compliance with such entity's terms in addition to those contained in this Model Agreement.

H. Fraudulent Use of Credit Cards

We take credit card fraud very seriously. Discovery that you have used a stolen or fraudulent credit card will result in the notification of the appropriate law enforcement agencies and termination of your account.

I. Anti-Money Laundering

We prohibit and seek to prevent money laundering and the funding of criminal activities. We train our employees to monitor for suspicious transactions on VideoChatSex and to review transactions that meet certain thresholds. We may provide any evidence of such activities by our users (and your personally identifiable information as detailed in our privacy policy <https://videochatsex.com/privacy-policy> to financial regulators or law enforcement according to our law enforcement policy <https://videochatsex.com/law-enforcement-policy> or as otherwise deemed necessary by us.

We may prevent you from creating an account, suspend or terminate your account, or request additional information from you if (1) you provide fraudulent account or payment information, such as impersonating a third party, (2) one or more of your transactions is flagged, or (3) you are on OFAC's list of Specially Designated Nationals and Blocked Persons or a similar sanctions or terrorism watch lists. If you refuse or fail to provide requested information in a timely manner, we will terminate your account.

5. Dispute Resolution and Damages

A. Governing Law and Venue

This Model Agreement and all matters arising out of, or otherwise relating to, this Model Agreement shall be governed by the laws of the state of Florida, and United States federal law, excluding any conflict of law provisions. The sum of this paragraph is that all disputes must be, without exception, resolved in Orange County, Florida. All Parties to this Model Agreement agree that all legal actions or proceedings arising in connection with this Model Agreement or any services or business interactions between the Parties that may be subject to this Model Agreement shall be brought exclusively in Orange County, Florida. The Parties agree to *exclusive jurisdiction and venue in, and only in, Orange County, Florida*. The Parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the Parties with respect to, or arising out of, this Model Agreement in a jurisdiction other than that specified in this paragraph. All Parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines challenging venue or jurisdiction, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Model Agreement whatsoever. All Parties stipulate that the courts located in Orange County, Florida shall have personal jurisdiction over them for resolution of any litigation permitted by this Model Agreement. You agree to accept service of process by registered or certified mail, Federal Express, or Priority Mail, with proof of delivery or return receipt requested, sent to your last known address for any legal action arising from this Model Agreement.

Any final judgment rendered against you or us in any action or proceeding shall be conclusive as to the subject matter and may be enforced in the courts located in Orange County, Florida or other jurisdictions in any manner provided by law if such enforcement becomes necessary.

B. Arbitration

If you have a dispute with us arising out of or otherwise relating to this Agreement, you shall meet with us and negotiate in good faith to attempt to resolve the dispute. If you are unable to resolve the dispute with us through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims by us for intellectual property infringement, actions for injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be confidential. The arbitration shall be conducted in Orange County, Florida and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce disputes. The arbitrator shall be willing to execute an oath of neutrality. The Arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of this Agreement; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. The arbitration award may be enforced in any jurisdiction, under applicable law. Any arbitration tribunal shall consider the First Amendment to the United States Constitution to be in force and effect between the parties. Both parties stipulate to the applicability of the First Amendment's protection of free speech, expression, and association, and both parties stipulate that case law interpreting the First Amendment shall be admissible and considered to be binding authority upon the Arbitrator. There shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving party to the other party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

C. Waivers

You hereby waive any right or ability to initiate any class action or collective proceeding along with any right to trial by jury.

D. Rights to Injunctive Relief

You acknowledge that remedies at law may be inadequate to provide us with full compensation in the event you breach this Model Agreement, and that we shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

E. Additional Fees

If we are required to enlist the assistance of an attorney, investigator, collections agent, or other person to collect any damages or any other amount of money from you, or if we are required to seek the assistance of an attorney to pursue injunctive relief against you, then you additionally agree that you will reimburse us for all fees incurred in order to collect these damages or in order to seek injunctive relief from you. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the damages themselves. You agree that you will pay these fees and costs.

6. Disclaimers

A. We Disclaim All Warranties

We provide access to and use of VideoChatSex “as is” and “with all faults.” We make no warranty that VideoChatSex will meet your needs or requirements. *We disclaim all warranties* — express, statutory, or implied — including warranties of merchantability, fitness for a particular purpose, workmanlike effort, quality, suitability, truthfulness, usefulness, performance, accuracy, completeness, reliability, security, title, exclusivity, quiet enjoyment, non-infringement, and warranties that your access to or use of VideoChatSex will be uninterrupted, timely, secure, error-free, or that loss of Content will not occur, to the greatest extent provided by applicable law. We may change any of the information found on VideoChatSex at any time or remove any or all Materials. We make no commitment to update the Materials. We make no warranty regarding any goods or services purchased or obtained through VideoChatSex or any transaction entered into through VideoChatSex. There are no warranties of any kind that extend beyond the face of this Model Agreement or that arise because of course of performance, course of dealing, or usage of trade.

B. Use at Your Own Risk

You expressly agree that access to and use of VideoChatSex is at your own and sole risk. You understand that we cannot and do not guarantee or warrant that VideoChatSex will be free of viruses, malware, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. We do not assume any responsibility or risk for your access to or use of the Internet, generally, or VideoChatSex, specifically. You understand and agree that any Materials downloaded or otherwise obtained through VideoChatSex, including the video chats, is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from your activity.

C. Offensive and Adult Content Warning

VideoChatSex contains material that may be considered offensive. You agree to indemnify and hold us harmless from any liability that may arise from someone viewing VideoChatSex if they may deem it offensive, and you agree to cease accessing and using VideoChatSex should you find them offensive. Specifically, you represent and warrant that you are aware that VideoChatSex is an inclusive platform which permits the posting of adult content by our users, and that you are not offended by adult content, including graphic audiovisual depictions of nudity and sexual activity. You further represent and warrant that you are familiar with and comply with your jurisdiction’s

laws and community standards, including those affecting your right to access, receive, and transmit adult content, and those relating to distributing adult content to minors. Finally, you represent and warrant that you are aware that your Content may be viewed by or otherwise interact with individuals across the world that may recognize your true identity, regardless of any privacy or geofencing features that may be offered by us.

D. Parental Controls Notice

You acknowledge your responsibility to prevent minors under your care from accessing harmful, inappropriate, or adult content. You agree not to allow minors to view VideoChatSex, and you agree to take responsible measures to prevent them from doing so. Numerous commercial online safety filters are available which may help users limit minors' access to harmful, inappropriate, or adult content. You are hereby informed that you can research such services by typing the words "parental controls" or similar terms, into an Internet search engine. We recommend that you conduct appropriate due diligence before purchasing or installing any online filter. You agree to take steps to prevent minors from viewing VideoChatSex if your computer or mobile device can be accessed by a minor. Finally, you agree that if you are a parent or guardian of a minor child, it is your responsibility, not ours, to keep VideoChatSex from being displayed or accessed by your children or wards.

E. Registered Sex Offenders and Safety Tips

By accepting this Model Agreement, you represent and warrant that you have not been convicted of a felony or any criminal sexual offense, and you are not required to register as a sex offender with any government entity. While we prohibit access to and use of VideoChatSex by registered sex offenders, we do not conduct routine criminal background checks on users. You are solely responsible for your interactions with other users. We do not undertake any obligation to monitor user activity, screen or interview users, investigate the background of users, or attempt to verify the accuracy of statements made by third parties regarding any user's background. We expressly disclaim any warranty about the conduct of users or those acting on their behalf. Remember, online profiles can be falsified. We recommend that you use common sense and take reasonable precautions in all communications, or interactions with other users. Consider the following online safety tips:

- Anyone who can commit identity theft can also falsify an online profile.
- There is no substitute for acting with caution when communicating with any stranger who wants to interact with you.
- Never include your last name, email address, home address, phone number, place of work, or any other identifying information in initial communications with other users. Stop communications with anyone who pressures you for personal or financial information or tries in any way to trick you into revealing it.

F. Fraud and Scam Warning

While we take efforts to prevent our services from being used for any fraudulent purposes, we specifically and emphatically warn members never to send money to anyone that they interact with on VideoChatSex other than through authorized means. We have no way of determining the validity of any communication that you may receive from other users, and we cannot discern the validity of the person or intentions behind such communication. It is a violation of our policy to solicit money from or to send money to any other user other than through authorized means. You expressly understand and agree that if any other user that you are in communication with on VideoChatSex requests money from you for travel, medical assistance, subsistence or for any other reason, it is likely a scam or a fraudulent scheme, and you are at a very high risk of being defrauded. You agree to report such request along with the username of the requesting user to us immediately. While we are not obligated to investigate any such report, we may do so in our sole discretion.

G. Privacy / Security Warning

No website, server, or mobile device is immune from hacking or other breaches of security protocols, which can result in the wrongful public release of your information and data. Your Content may be illegally recorded by users or third parties, and your Content may be posted online or otherwise distributed without your permission. Such actions may cause humiliation, mental / emotional distress, identity theft, and other significant damages. You therefore acknowledge and agree we shall not be liable for any recording or release of private information, personal data, or your Content, and you hereby release us from all liability and claims associated therewith.

H. Third-Party Links

VideoChatSex may contain links to websites or resources owned and operated by our users or third parties. You understand and agree that we have no control over, are not responsible for, and do not screen nor warrant, endorse, guarantee, or assume responsibility for the goods or services provided by our users or on third-party links. We will not be a party to or be in any way responsible for monitoring any transaction between you and other providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. You agree to hold us harmless from all damages and liability that may result from use of third-party links that appear on VideoChatSex and any advertising, services, goods, products, or other materials available on third-party links. We are not responsible for any use of confidential or private information by sellers or third parties. You agree that your use of any third-party link or the goods or services provided thereon is governed by the policies of those third parties, not by this Model Agreement or our other policies. We reserve the right to demote or remove any link at any time.

I. Violations of Law

Access to and use of VideoChatSex in violation of any law is strictly prohibited. If we determine that you have provided or intend to purchase or provide any services in violation of any law, your ability to access and use VideoChatSex will be terminated immediately. We do hereby disclaim any liability for damages that may arise from you or any user providing any services that violates any law. You do hereby agree to defend, indemnify, and hold us harmless from any liability that

may arise for us should you violate any law. You also agree to defend and indemnify us should any third party be harmed by your illegal actions or should we be obligated to defend any such claims by any party.

7. Indemnification

You agree to defend, indemnify, and hold harmless us and our officers, directors, shareholders, employees, independent contractors, telecommunication providers, attorneys, and agents, from and against all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, or consequentially resulting or allegedly resulting from your actions, or the actions of another person under your authority, including without limitation to governmental agencies, use, misuse, or inability to use VideoChatSex, or any breach of this Model Agreement by you or another person under your authority. We shall promptly notify you by electronic mail of any such claim or suit, and we may cooperate fully (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or suit at our own expense, and choose our own legal counsel; however, we are not obligated to do so.

8. Limitation of Liability

You acknowledge that we will not be liable to you for the video chats or the offensive or illegal conduct of any person. You understand that the risk of harm or damage from this rests entirely with you, and you expressly release us from any liability arising out of the video chats or the conduct of any person. You discharge, acquit, and otherwise release us, our parent company, agents, employees, officers, directors, shareholders, attorneys, and affiliates, from all allegations, counts, charges, debts, causes of action, and claims relating in any way to the use of, or activities relating to the use of VideoChatSex including claims relating to the following:

Negligence, gross negligence, reckless conduct, alienation of affections (to the extent recognized in any jurisdiction), intentional infliction of emotional distress, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, intellectual property infringement, misrepresentation, infectious disease, nonconsensual recording or dissemination of intimate depictions, violation of prostitution or sex trafficking laws, any financial loss not due to our fault, missed meetings, unmet expectations, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of VideoChatSex, unavailability of VideoChatSex, its functions and any other technical failure that may result in inaccessibility of VideoChatSex, or any claim based on vicarious liability for torts committed by individuals met on or through VideoChatSex, including fraud, theft or misuse of personal information, assault, battery, stalking, harassment, cyber-bullying, rape, theft, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in our favor, and thus any ambiguity shall be interpreted in a manner providing release of the broadest

claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

We expressly disclaim any liability or responsibility to you for any of the following:

- Any loss or damage of any kind incurred because of the Materials or video chats, including errors, mistakes, or inaccuracies thereof or any Materials or video chats that are infringing, obscene, indecent, threatening, offensive, defamatory, invasive of privacy, or illegal.
- Personal injury or property damage of any nature resulting from your access to and use of VideoChatSex.
- Any third party's unauthorized access to or alterations of your account, transmissions, data, or Content.
- Any interruption or cessation of transmission to or from VideoChatSex and any delays or failures you may experience in initiating, conducting, or completing any transmissions to or transactions through VideoChatSex.
- Any bugs, viruses, malware, Trojan horses, or the like that may be transmitted to or through VideoChatSex by any third party.
- Any incompatibility between VideoChatSex and your other services, hardware, or software.
- Any claims arising from identification of you based on your Content, regardless of whether you utilize any of our tools to mark certain Content private or block, restrict, or otherwise limit access to your Content in certain geographic locations.

9. Intellectual Property

A. Trademarks

VideoChatSex is our brand name and trademark. We aggressively defend our intellectual property rights. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners or holders of such trademarks and service marks. All of the marks, logos, domains, and trademarks that you find on VideoChatSex may not be used publicly except with express written permission from us, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits us.

B. Copyrights

The Materials are our proprietary information and valuable intellectual property. We retain all right, title, and interest in the Materials. You retain all right, title, and interest in the Content, subject to the licenses herein. VideoChatSex, the Materials, the Content, and video chats are protected by copyright law. The Materials and any video chats content may not be copied, downloaded, distributed, republished, modified, uploaded, posted, or transmitted in any way without our prior written consent. You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials or video chats. Modification or use of the Materials or video chats except as expressly provided in this Model Agreement violates our intellectual property rights.

10. General

A. Entire Agreement

This Model Agreement and any other legal notice or agreement published by us on VideoChatSex, forms the entire agreement between you and us concerning your use of VideoChatSex. It supersedes all prior terms, understandings, or agreements between you and us regarding use of VideoChatSex. A printed version of this Model Agreement and of any notice given in electronic form will be admissible in any proceedings based on or relating to these terms. Such version of this Model Agreement shall be utilized to the same evidentiary extent, and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

B. Policies of Third Party Service Providers

You understand and agree that we may use certain third-party service providers to provide you with access to and use of VideoChatSex. Further, by engaging in video chats using your mobile device, you agree to comply with applicable terms, conditions, and contractual provisions associated with such telecommunications service. You understand and agree that you must agree to and abide by any user terms, privacy policy, or other policy that such third party requires you to agree to in order to use their services. In the event of a conflict between those policies and our policies, the terms of our policies shall govern.

C. Assignment and Delegation

We may assign any rights or delegate any performance under this Model Agreement without notice to you. You will not assign, delegate, or sublicense any of your rights or duties without our advanced written consent. Any attempted assignment or delegation in violation of this provision will be void.

D. Severability

If any provision of this Model Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force, if the essential terms for each party remain valid, binding, and enforceable.

E. Cumulative Remedies

All rights and remedies provided in this Model Agreement are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

F. Successors and Assigns

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

G. Force Majeure

We are not responsible for any failure to perform because of unforeseen circumstances or causes beyond our reasonable control, including: Acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; epidemics; pandemics; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; failure of the telecommunications or information services infrastructure; hacking, spam, data breach, malware, or any failure of a computer, server, network, or software for so long as the event continues to delay our performance; and unlawful acts of our employees, agents, or contractors.

H. Notices

Any notice required to be given by us under this Model Agreement may be provided by email to a functioning email address of the party to be noticed, by a general posting on VideoChatSex, or by personal delivery via commercial carrier. Notices by customers to us shall be given by contacting us at contact@superfoon.nl unless otherwise specified in this Model Agreement. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of this Model Agreement. Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier shall be deemed delivered on the business day following mailing. Notices delivered by any other method shall be deemed given upon receipt. Either party may, by giving the other party appropriate written notice, change the designated address, email address, or recipient for any notice hereunder. Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, email server, or overnight delivery service.

I. Communications are Not Private

We do not provide any facility for sending or receiving private or confidential electronic communications. All messages transmitted to us shall be deemed to be readily accessible to the general public. Notice is hereby given that all messages entered into VideoChatSex may be read

by us and our moderators and other agents, regardless of whether we are intended recipients of such messages.

J. Authorization and Permission to Send Emails to You

You authorize us to email you notices, advertisements, and other communications, including emails, advertisements, and notices. You understand and agree that such communications may contain adult content and language which is not suitable for minors. This authorization will continue until you request us to remove you from our email list. You understand and agree that even unsolicited email correspondence from us, or our affiliates, is not spam as that term is defined under the law.

K. Consideration

We allow you to access and use VideoChatSex, in consideration for your acquiescence to all the provisions in this Model Agreement. You agree that such consideration is both adequate and received upon your viewing or downloading any portion of VideoChatSex.

L. Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit through VideoChatSex. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded button, check box, or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

M. English Language

We have written this Model Agreement and our associated website policies in the English language. You are representing your understanding and assent to the English language version of this Model Agreement as they are published. We are not liable to you or any third party for any costs or expenses incurred in translating this Model Agreement. In the event that you choose to translate this Model Agreement, you do so at your own risk, as only the English language version is binding.

N. Export Control

You understand and acknowledge that the software elements of VideoChatSex may be subject to regulation by governmental agencies which prohibit export or diversion of software and other goods to certain countries and third parties. Diversion of such elements contrary to U.S. or international law is prohibited. You will not assist or participate in any such diversion or other violation of applicable laws and regulations. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations and that you will abide by such laws and regulations. You agree that none of the elements are being or will be acquired for, shipped, transferred, or re-exported, directly or

indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

O. No Agency Relationship

Nothing in this Model Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

P. Usages

In this Model Agreement, unless otherwise stated or the context otherwise requires, the following usages will apply:

- References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- In computing periods from a specified date to a later specified date, the words “from” and “commencing on” (and the like) mean “from and including,” and the words “to,” “until,” and “ending on” (and the like) mean “to but excluding.”
- References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- “A or B” means “A or B or both.” “A, B, or C” means “one or more of A, B, and C.” The same construction applies to longer strings.
- “Including” means “including, but not limited to.”

Q. No Waiver

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Model Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Model Agreement.

R. Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Model Agreement.

S. Other Jurisdictions/Foreign Law

We make no representation that VideoChatSex is appropriate or available for use in all locations. You may not access or use VideoChatSex from territories where their contents may be illegal or is otherwise prohibited. Those who choose to access and use VideoChatSex from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws. Nothing contained in this Model Agreement shall be interpreted as an admission that that we are subject to the laws of any nation besides the United States.

T. Service Not Available in Some Areas

You are subject to the laws of the state, province, city, country, or other legal entity in which you reside or from which you access and use VideoChatSex. VideoChatSex IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. If you open an account or use VideoChatSex while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and this Model Agreement, and subject to having your account suspended or terminated without any notice to you. You hereby agree that we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Service offered on VideoChatSex, nor shall any person affiliated, or claiming affiliation, with us have authority to make any such representations or warranties. We reserve the right to restrict access to and use of VideoChatSex in any jurisdiction.

[nothing more follows]

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