

TERMS-OF-SERVICE AGREEMENT

Last Updated: October 3, 2019

AA Entertainment LLC, (the “**Company**”), welcomes you to **FanPage.tv** (the “**Website**”). It is important to the Company that you and other visitors have the best possible experience while using the Website, and that, when you use the Website, you understand your legal rights and obligations. Please read this agreement, which governs your use of the Website, including any content, functionality, and services offered on or through the Website. Your access to the Website is on the condition that you agree to this agreement. If you do not want to agree to this agreement, you must not access the Website.

No Minors. The Website contains NSFW content and is not intended for minors. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. The Company forbids all persons who do not meet these age requirements from accessing the Website.

1. Introduction

1. The Website provides access to premium third-party social media accounts.
2. This agreement applies to all users of the Website. By accessing any part of the Website, you agree to this agreement. If you do not want to agree to this agreement, you must leave the Website.
3. **The Company may change this agreement on one or more occasions by updating this webpage.** The top of the agreement will tell you when the Company last updated it. Changes will take effect on the “last updated” date stated on the top of this webpage. Changes will not operate retroactively. The Company will try to notify you when it changes this agreement if it can do so in a reasonable manner. But you should frequently check this webpage to make sure that you are operating under the most current version of the agreement. **The Company will consider your continued use of the Website after it posts the changes as your acceptance of the changes even if you do not read them.** If you do not agree to the changes, your sole remedy is to stop accessing the Website.
4. If you have any questions about this agreement or any questions or comments about the Website, please email the Company at info@fanpage.tv

2. Eligibility Requirements

1. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Website. *If you do not meet these age requirements, you must not access the Website and **must leave now**.*
2. By accessing the Website, you state that the following facts are accurate:
 1. You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;
 2. All information you provide to the Company is accurate, and you will promptly update this information when necessary to make sure that it remains accurate;
 3. You own the credit card you pay with and authorize the Company (or its authorized payment processing agent) to charge your credit card for the subscription you purchase; and
 4. By logging on, you will have released and discharged the providers, owners, and creators of the Website from all liability that may arise.

3. Company's Intellectual Property Rights

1. Intellectual property laws, including copyright, patent, service mark, trademark, trade dress, trade secret, international treaties, and various other intellectual property and unfair competition laws protect the Website and its content. In using the Website or the content, you will comply with all governing intellectual property laws, and any specific notices contained on the Website.

4. Paid Services

1. In General
2. The Website is a social media platform that lets you subscribe to a performer's profile or third-party social media account to view the performer's otherwise restricted photos, videos, and posts as well as to interact with the performer in exchange for a one-time or recurring fee. Each performer sets their own pricing. It is your responsibility to check the subscription price before subscribing. Pricing excludes any taxes or currency transmission charges, which are extra costs charged to you.
3. Payment; Recurring Billing
4. The Company accepts payment via the payment method indicated before the purchase. You must have a valid accepted form of payment on file in order to purchase a subscription. You must abide by any relevant terms of service or other legal agreement, whether with the Company or a third party, that governs your use of a given payment processing method. Prices for any subscription may

change at any time, and the Company does not provide price protection or refunds in the event of a price reduction or promotional offering. You will pay for any subscription that you order. The Company will charge your credit card or other form of payment for the price listed for the relevant subscription, along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations. ***If you purchase any automatically renewing subscriptions, you hereby authorize the Company or its payment processor to charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and the Company is unable to charge you on the next billing period, the Company may immediately revoke your access to any subscription you have purchased until you update your payment method. If you fail to update your payment method within a reasonable amount of time, the Company may cancel your subscription.***

5. Taxes

6. If the Company is required to collect or pay any taxes in connection with your purchase of a subscription, those taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a subscription. These taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

7. Refunds

8. ***Payments are nonrefundable and there are no refunds or credits for partially used periods.*** But the Company may approve a refund in the form of a credit on request if exceptional circumstances exist, including if a performer fails to add you to their private third-party social media account within 48 hours after your purchase a subscription to that performer's private third-party social media account (unless the failure to add was caused by your failure to provide accurate information). The amount and form of a refund, and the decision to provide it, is at the Company's sole discretion. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances; nor does it obligate the Company to provide refunds in the future, under any circumstance.

9. Subscription Cancellations

10. If you purchase a subscription that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You retain access to the

subscription from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period. ***To cancel a subscription, please contact the payment processor that you paid through.***

5. User Conduct

1. You are solely responsible for all acts and omissions that occur because of your use of the Website. You must comply with all laws that apply to your access to the Website and its content, including laws relating to the Internet, data, email, privacy, or the sending of technical data exported from the Netherlands or the country where you live.
2. You must not engage in any of the following prohibited activities:
 1. recording or sharing any content;
 2. copying, distributing, or disclosing any part of the Website in any medium, including by any automated or non-automated “scraping;”
 3. uploading invalid data, viruses, worms, or other software agents through the Website;
 4. collecting or harvesting any personally identifiable information, including account names, from the Website;
 5. using the Website for any commercial solicitation purposes;
 6. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
 7. interfering with the proper working of the Website;
 8. accessing any content on the Website through any technology or means other than those provided or authorized by the Website; or

6. Interacting with Performers

1. The Company does not own, operate, or control third-party social media platforms. Your use of any third-party social media platform in connection with your subscription is subject to that third-party social media platform’s terms, policies, and guidelines. If your third-party social media platform account is suspended or terminated as a result of your violation of that third-party social media platform’s terms, policies, or guidelines, you will not receive a refund or credit for any lost access due to a third-party social media platform’s suspension or termination of your account with that platform.
2. If you threaten, harass, bully, or stalk any performer through the Website or any third-party social media platform, that performer may terminate your access to their private third-party social media account. If a performer terminates your access to their private third-party social media account because you engaged in this type of behavior or any other behavior that violates that third-party social

media platform's terms, policies, or guidelines, you will not receive a refund or any credit.

7. Links

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

9. Third-Party Content

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

11. Termination

1. Termination on Notice

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

3. Termination by the Company

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

5. Effect of Termination

6. On termination of your access to or ability to use the Website, your right to use or access the Website will immediately end. Termination of your access to the Website will not relieve you of any obligations arising or accruing before termination or limit any liability that you otherwise may have to the Company or any third party. ***You are solely responsible for making sure that any recurring billing is cancelled. To cancel recurring billing, please contact the payment processor you signed up through.***

12. Acknowledgements and Warranty Disclaimers

1. The Company is not making any warranty about the availability or functionality of any third-party social media platform. You acknowledge that the Company is not affiliated with any third-party social media platform and that third-party social media platforms do not sponsor or endorse the Company or the Website. You further acknowledge that the Company has no control over third-party social media platforms and that third-party social media platforms may suspend or terminate a performer account that you subscribe to for violation of that third-party social media platform's terms, policies, or guidelines at any time.
2. You acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionably, and you hereby waive any legal or equitable rights or remedies you have or may have against the Company with respect to this content.
3. The Company will use reasonable efforts to protect information submitted by you in connection with the Website, but you acknowledge that your submission of this information is at your sole risk, and the Company will not be liable to you for any loss relating to that information.

13. Limit on Liability; Release

1. ***The Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable to you for any of the following:***
 1. ***A third-party social media platform's suspension or termination of your account or the private third-party social media account of any performer you purchase access to;***
 2. ***A performer's failure to add you to the performer's private third-party social media account;***
 3. ***Errors, mistakes, or inaccuracies of content;***
 4. ***Content or conduct that is infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, libelous, abusive, invasive of privacy, or illegal;***

14. General

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

kept in printed form. Any additional terms on the Website will govern the items to which they pertain.

3. Copy of this Agreement

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

5. Changes

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

7. Permission to Email You

8. You grant the Company permission to email you notices, advertisements, and other communications to you, including emails, advertisements, notices, and other communications. Your permission will continue until you ask the Company to remove you from its email list.

9. Electronic Communications Not Private

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

11. Electronic Signatures

- 1. Any affirmation, assent, or agreement you send through the Website will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your finger, mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.**
12. The Company charges for purchasing subscriptions to performer profiles and their private third-party social media accounts. You may contact the Company at **info@fanpage.tv** to resolve any disputes or to receive further information about the Website.
13. English language
 1. The Company drafted this agreement in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in English.

Disclaimer: Any other company references, names, logos, brands, and any other trademarks or images featured or referred to within the FanPage.tv website are the property of their respective trademark holders. These trademark holders are not affiliated with FanPage.tv. They do not sponsor or endorse FanPage.tv.

All persons depicted herein were at least 18 years old at the time of the photography.