

Last Updated -Updated 09/10/2020

TERMS AND CONDITIONS – www.fetdungeon.com

1. PRELIMINARY PROVISIONS:

1.1. INTRODUCTION – Welcome to Our Website’s User Agreement (hereinafter “Terms and Conditions” or “Agreement”). The provisions of this Agreement will govern Your use of Our Website(s), and You should therefore take some time to read it carefully. We hope that You thoroughly enjoy Our services, and anticipate that You will find Our Site useful and informative. Should You have any questions or comments regarding Our website, or its policies, please feel free to contact Us at: <https://www.fetdungeon.com/contact>

1.2. Additionally, through the use of these Terms and Conditions, We are placing legal conditions on Your use of this Website and making certain promises to You.

1.3. Our first condition is that You must agree to all of the conditions in this set of Terms and Conditions of use (hereinafter “T&C’s” or “Agreement”). You do not need to use Our Website, therefore if You do not wish to be bound by each and every provision in this Agreement, then You are not welcome to use this Website and should leave and use another service.

1.4. If You do not understand all of the terms in this Agreement, then You should consult with a lawyer before using the Website.

1.5. This Website is for adults only. If you are under the age of eighteen (18) You are not to use this Website at all. Misrepresentation of your age to gain access to Our Website is considered a breach of this agreement and computer hacking under federal law. If you are under eighteen (18) years of age, STAY OUT!

1.6. Party Definitions and Introductory Terms

1.6.1. “We” or “Us,” FetDungeon (Outside USA) means the service provider of the above referenced website(s) (“Website” or “Site”) and related services (“Services”). It should be obvious, but for the sake of legal clarity, when this Agreement uses first-person pronouns such as “Us,” “We,” “Our,” “Ours,” etc., those first-person pronouns are referring to the Website <https://www.fetdungeon.com>

1.6.2. “You,” the User – As a User of this Website, this Agreement will refer to the User as “You” or through any second-person pronouns, such as “Yours,” etc. Hereinafter, the User of the Website shall be referred to in applicable second-person pronouns.

1.6.3. Visitors v. Members and Users - For the purposes of this Agreement, all Members are Users, but not all Users are Members. This Agreement applies to all Users whether they are Members or not. You become a User by accessing this Site in any way. You need not become a Member of the Site to make this Agreement apply to You. A “Visitor” is someone who merely views Our Site without registering. A “Member” is someone who views Our Site and has undergone the registration procedure to create an account on Our Site in order to use the Services. A “User” refers to Visitors and Members collectively.

1.7. Consideration – Consideration for Your knowing acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Website and Our Services. You agree that such Consideration is both adequate, and that it is received upon Your viewing, accessing or downloading any portion of Our Website.

1.8. Revisions to this Agreement

1.8.1. From time to time, We may revise this Agreement. We reserve the right to do so, and You specifically agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force immediately upon posting. The updated or edited 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.

1.8.2. If We change anything in this Agreement, We will change the “Last Modified Date” at the top of this Agreement. You agree to periodically re-visit this web page, and to use the “Refresh” button on Your browser when doing so. Upon each visit, You agree to note the date of the last revision to this Agreement. If the “Last Modified Date” remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the “Last Modified Date” has changed, then You can be certain that something in the Agreement has been changed, and You agree that You will re-review the Agreement in its entirety and that You will agree to its terms or immediately cease use of any Websites applicable to this Agreement.

1.8.3. Waiver– if You fail to re-review this Agreement as required to determine if any of the terms have changed, You assume all responsibility for such omissions and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights.

2. ACCEPTANCE AND AFFIRMATION:

2.1. You must agree to all of the terms in this Agreement before using the Website or Our Services. If You fail to agree to the terms in this Agreement, You understand that You are an unauthorized user of Our Website and Services, despite any payments made or subscriptions sold to You. No act or omission by Us should be interpreted as a waiver of the requirement that You assent to this Agreement. If You fail to do so, You are still bound by the terms of this Agreement by virtue of Your viewing the Site or using any portion of the Site or Our Services. However, if You fail to agree to the terms in this Agreement, You stipulate to and agree to pay Us \$350 each time You access the Site as liquidated damages for unauthorized access and use, and You agree to pay all of Our costs and expenses, including Attorney’s fees and costs, incurred in collecting this unauthorized access fee from You.

2.2. How You can and will demonstrate Your affirmative acceptance of all of the terms in this Agreement:

2.2.1. If You click any link, button, or other device, provided to You in any part of Our Website’s interface, then you have legally agreed to all of these T&C’s; or

2.2.2. By using any of Our services in any manner, You understand and agree that We will consider any use of Our Website as Your affirmation of Your complete and unconditional acceptance to all of the terms in this Agreement.

2.3. If You are seeking information regarding any illegal activities, please leave this Site immediately and do not attempt to use the Services. You acknowledge that You are aware of the community standards in your community, and You will only access the content on the Site and/or use the Services if You believe that the content on the Site does not offend the community standards prevalent in Your community.

2.4. You agree not to use the Services or access the Site if doing so would violate the laws of Your state, province, or country.

2.5. The “Service” is offered through and accessible through a number of other websites in addition to this particular website. By registering with this “Service” you acknowledge and accept that all content that you post to this website may be searchable and available to users of the “Service” who access it via different websites from this website and may be accessible on websites other than this website. You further acknowledge and accept that other members of the “Service” that you may view and communicate with via the “Service” may have registered with and accessed the “Service” through a number of different websites. COMPANY makes an effort to ensure that members of the “Service” are not connected with other members that may be inappropriate and therefore apply various classifications to the various web sites that provide access to the “Service”. By registering with the “Service” you acknowledge and accept that COMPANY may apply certain classifications to your profile due to your accessing the “Service” via this website and may use such classifications to restrict: the availability of communication between yourself and other members of the “Service”; the availability of the details of

other members of the “Service” to yourself; and the availability of your details to other members of the “Service”.

3. ACCESS FEES AND USER STATUS

3.1. Access and limited license - All Users may access certain public areas of the Site. You understand that all We are selling You is access to Our services as We provide them from time to time. You need to provide Your own access to the Internet, and any fees that You incur to access Our Site are Your sole responsibility. We are not providing any hardware nor software to You - and You need to purchase or license the necessary hardware and software to access the Site. This User Agreement covers all public and non-public areas of the Site.

3.2. Registration: You are responsible for providing all equipment and the computer necessary to access the Site. You may access the non-public portion of the Site only by being a Member in good standing to the Site. We reserve the right to modify Materials, Services and the Site’s design at anytime, with or without prior notice. You may become a Member of the Site by completing an online registration form, which must be accepted by Us, and You must pay the subscription fee. Upon submission of the online registration form, Site or its authorized agent will process the application. In connection with completing the online registration form, you agree to:

3.2.1. provide true, accurate, current and complete information about Yourself as prompted by the registration form (such information being the "Registration Data"); and

3.2.2. maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while You are a member.

3.3. You must promptly inform Us of all changes, including, but not limited to, changes in Your address and changes in Your credit card used in connection with billing for the Site and Services. If You provide any information that is untrue, inaccurate, not current or incomplete, or if We or any of Our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your account and refuse any and all current or future use of the Site and Services, as well as subjecting You to criminal and civil liability. You are responsible for any credit card charge backs, dishonoured checks and any related fees that Site incurs with respect to Your account. If You fail to reimburse Us for any credit card charge backs, dishonoured checks, or related fees within thirty (30) days of Our initial demand for reimbursement, You agree that You will pay Us one hundred dollars (\$100) in additional liquidated damages for each fee incurred.

3.4. As part of the registration process, You will be issued or choose a unique User name and password which You must provide in order to gain access to the non-public portion of the Site. You certify that when asked to choose a username You will not choose a name which may falsely represent You as somebody else or a name which may otherwise be in violation of the rights of a third-party. We reserve the right to disallow the use of usernames that We, at Our sole discretion, deem inappropriate. We reserve the right to cancel at any time the Membership of any Member who uses their selected User name in violation of these Terms and Conditions or in any other way We, in Our sole discretion, deem inappropriate. Your membership, the ID and password are all nontransferable and non-assignable. You represent and warrant that You will not disclose to any other person Your unique User name and password and that You will not provide access to the Site or Services to anyone who is below the age of majority in Your state, province, or country, or otherwise does not wish to view the content on the Site. You are solely responsible for maintaining the confidentiality of Your User name and password and are fully responsible for all activities that occur under Your User name and password. We will not release Your password for security reasons. You agree to (a) immediately notify Us of any unauthorized use of Your User name and password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. You are liable and responsible for any unauthorized use of the Site and Services until You notify Us by e-mail regarding that unauthorized use. Unauthorized access to the

Site and Services is illegal and a breach of this Agreement. You agree to indemnify Us against all activities conducted through Your account. You may obtain access to Your billing records regarding charges of Your use of the Site upon request.

3.5. Fees for Members and Types of Memberships - Our Members are provided access to Our Subscription Services by paying a monthly fee. Members are not billed per use, for as long as they remain in good standing. The following rates are for ease of reference. A more current list of Our rates and charges appears on the Site.

3.5.1. Free Membership - Those who sign up for a Basic Community Member, are not charged a fee, but have limited membership privileges and are required to adhere to all membership responsibilities.

3.5.2. Monthly Membership – -V.I.P Membership This level of membership is charged at \$60.00 per month and will re-bill at a rate of \$60.00 every 30 days until cancelled.

3.5.3. Membership fees to the Site are prominently displayed prior to Your subscription thereto. You agree to pay all Membership fees when due according to these billing terms. All membership fees are all inclusive and include any VAT in the price. At the time of registration, You must select a payment method. We reserve the right to contract with a third-party to process all payments. Such third-party may impose additional terms and conditions governing payment processing. Your account will be deemed past due if it is not paid in full by the payment due date. If Your account remains unpaid for more than thirty (30) days after the invoice date, You agree to pay interest on the past due amount at a monthly rate of one and a half percent (1.5%), or the highest amount allowed by law, whichever is lower, compounded daily, plus any additional collection costs, credits, charge backs and attorneys' fees. Your card issuer agreement may contain additional terms with respect to Your rights and liabilities as a card holder. 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, including the addition of supplemental charges for any content or services provided by the Site, with or without prior notice to You, at any time. THIS SITE MAY USE AN AUTOMATIC REBILL CYCLE ACCORDING TO THE MEMBER'S SELECTED PAYMENT OPTION.

3.6. Billing Errors: If You believe that You have been erroneously billed, please notify Us immediately of such error. 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 acceptable by You for all purposes, including 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.

3.7. Termination of Your Membership or User Account

3.7.1. Free/Basic Members may cancel their membership at any time by clicking the “My Membership” button on the Site and then selecting “Delete Account” and “Ok.” Members paying a fee to use the Site may cancel their fee-based membership at any time by clicking the “My Membership” button on the Site and then selecting the option to cancel. Your membership will be converted to a Free/Basic membership, and You may then fully cancel Your membership by clicking the “My Membership” button on the Site and then selecting “Delete Account” and “Ok.” You hereby agree to be personally liable for any and all charges incurred by You, if any, until termination of Membership for goods or services through Your use of the Site and Services. In the event that Your account is canceled by You, no refund, including any Membership fees, will be granted; no online time or other credits will be credited to You or can be converted to cash or other form of reimbursement. This Agreement's provisions shall survive its termination, unless otherwise stated. Upon Our processing of Your request to cancel Your Membership, You will no longer have access to the non-public areas of the Site to which You were a Member.

3.7.1.1. Free/Basic Membership: Should You choose to delete Your account via the My Membership button on the Site, Your profile will be removed from public view and all information You posted to the

Site will be removed from public view. However, You agree that the license set forth in Section 9.5.3 of this Agreement will remain in effect.

3.7.1.2. Paying Members: Should You choose to cancel Your recurring, fee-based membership via the My Membership button on the Site, Your membership will be converted to a Free/Basic Membership as defined in Section 3.5 of this Agreement. Your profile may remain viewable by those members who have contacted You or have been contacted by You via the Service's internal email or instant messaging systems. However, You agree that the license set forth in Section 9.5.3 of this Agreement will remain in effect

3.7.2. Without limiting other remedies, We may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Site and Services at any time, with or without advance notice, if:

3.7.2.1. We believe that You have breached any material term of these Terms and Conditions or the documents it incorporates by reference;

3.7.2.2 You fail to pay any amount due by the payment due date;

3.7.2.3 We are unable to verify or authenticate any information You provide to Us;

3.7.2.4 We believe that Your actions may cause legal liability for You, Our Users or Us; or

3.7.2.5 We decide to cease operations or to otherwise discontinue any services or options provided by the Site or parts thereof.

3.7.3. Further, You agree that neither Us nor any third-party acting on Our behalf shall be liable to You for any termination of Your Membership or access to the Site or Services. You agree that if Your account is terminated by Us, You will not attempt to re-register as a Member - using the same or different username - without prior written consent from Us.

4. SPECIAL CONSIDERATIONS REGARDING MINORS:

4.1. Age of Majority. In order to use the Website or any services provided by Us, You must have attained the age of majority in Your jurisdiction. You represent and warrant that You are at least eighteen (18) or twenty-one (21) years of age, depending on the age of majority in Your jurisdiction, and that You have the legal capacity to enter into this Agreement.

4.1.1. We specifically disclaim any responsibility or liability for any misrepresentations regarding a User's age.

4.1.2. You represent and warrant that You will not allow any minor to access this Website. Users should implement parental control protections, such as computer hardware, software, or filtering services, which may help users to limit minors' access to harmful material. You acknowledge that if Your computer can be accessed by a minor, that You will take all precautions to keep Our Materials from being viewed by minors. You additionally acknowledge that if You are a parent, it is Your responsibility, and not Ours, to keep Our erotic content from being displayed to Your children or wards.

4.2. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES, PEDERASTS OR ANY PEDOPHILIA, PEDERASTIC, OR SIMILAR RELATED ACTIVITY.

4.2.1. All depictions of all persons on Our Website are of persons over the age of eighteen (18) as of the date of the production of the depiction. We take great measures to ensure that no underage models appear in any of Our materials.

4.2.2. If You seek any form of child pornography (including so-called "virtual" child pornography), You must exit this Website immediately. We do not provide this kind of material and We do not tolerate those who provide this kind of material nor do we tolerate consumers of this kind of material. Content or communications seeking to solicit, lure or entice minors into sexual activity or lewd behavior is also strictly prohibited, and will be treated the same as child pornography. Consistent with federal law, We will cooperate with law enforcement authorities and will notify such authorities if it suspects that You are engaged in any such illegal activities

4.2.3. In order to further Our zero-tolerance policy You agree to report any images that appear to depict minors on Our Site. If You see any images or other depictions that are questionable, You agree to report these images by contacting us at <https://www.fetdungeon.com/contact>

4.2.4. Include with Your report any appropriate evidence, including the date and time of identification. All reports will immediately be investigated and the appropriate action will be taken.

4.2.5. We willingly and actively cooperate with any law-enforcement agency investigating child pornography. If You suspect other outside websites are participating in unlawful activities involving minors, please report them to <http://www.asacp.org>.

5. IMAGES AND CONTENT:

5.1. Our Website contains images and content, including but not limited to text, software, images, graphics, data, messages, and other information (collectively, Our “Materials”).

5.2. You acknowledge and understand that some of the Materials contain graphic visual depictions of sexual activity and nudity, graphic audio portions of the same kind of content, and descriptions of sexually oriented and sexually explicit activities. You acknowledge that You are aware of the nature of the Materials provided by Our Website and that You are not offended by such Materials, and to the contrary, that You are accessing this Website specifically because You enjoy such expressive content and You wish to view such Materials. You stipulate that you access this Website freely, voluntarily, and willingly, and for Your own personal enjoyment.

5.3. You agree not to use or access the Website if doing so would violate the laws of Your state, province, or country.

5.5. You acknowledge Your responsibility to prevent minors under Your care from accessing harmful or inappropriate material. You agree not to allow minors to view any such content, 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 or inappropriate material. You are hereby informed that You can research such services at websites such as: <http://www.getwise.org> or http://www.child-internet-safety.com/internet_filters.php, among others. Please note that We make no representation or warranty regarding any of the products or services referenced on such sites, and We recommend that You conduct appropriate due diligence before purchasing or installing any online filter. You agree to take particular steps to prevent minors from viewing Our Site or the content received via Our Services 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 any age-restricted content on Our Site or Services from being displayed or accessed by Your children or wards.

You acknowledge and understand that We operate as the provider of an interactive computer service. Thus, We are immune from, and cannot be held responsible for, claims arising from the publication of Your content (including third-party content). We do not create such content, and We are not responsible for the publication of remarks or communications of third-parties that may arguably rise to the level of being actionable under federal or provincial laws including, but not limited to, the publication of material that might be considered defamatory, or violative of privacy or publicity rights. Note, that federal law allows Us to remove any content found to be offensive, defamatory, obscene or otherwise violative of our policies, without impacting Our status as the provider of an interactive computer service. In the event that any court finds that any third party communication or third party content on Our Website falls outside of the realm of the immunity provided by Canadian laws to protect US, this shall not be deemed to be a waiver of any legal protections provided by laws for any and all other content posted on Our Website.

6. RESTRICTIONS ON USE OF WEBSITE:

- 6.1. You agree that You will only use the Website for purposes expressly permitted and contemplated by this Agreement. You may not use the Website for any other purposes without Our express prior written consent.
- 6.2. Without Our express prior written authorization, You may not:
 - 6.1.1. Duplicate any part of the Website or the materials contained therein (except as expressly provided elsewhere in this Agreement);
 - 6.1.2. Redistribute or create any derivative works based on the Website or any of the materials contained therein. You agree that any such use is NOT “fair use;”
 - 6.1.3. Use the Website or any of the materials contained therein for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT “fair use;”
 - 6.1.4. Remove any copyright or other proprietary notices from the Website or any of the Materials contained therein;
 - 6.1.5. Circumvent any encryption or other security tools used anywhere on the Website (including the theft of user names and passwords or using another person’s user name and password in order to gain access to a restricted area of the Website);
- 6.3. You agree to all of the terms of Our Acceptable Use Policy, as outlined below:
 - 6.3.1. ACCEPTABLE USE POLICY: You agree and understand that Our Website may choose to allow You to use Our services in order to post content and/or to communicate with other Users. You agree that You will not use Our Services to post or distribute content that falls into the following categories:
 - 6.3.1.1. Unlawful, harmful, threatening, abusive, harassing, defamatory, invasive of another’s privacy or right to publicity, or harmful to minors in any way, shape, or form;
 - 6.3.1.2. That might be considered to be impersonating another person or legal entity;
 - 6.3.1.3. Any posts with personally identifying information about another person without that person’s prior explicit consent;
 - 6.3.1.4. That constitutes SPAM or bulk posting of commercial advertisements for commercial interests;
 - 6.3.1.5. That infringes upon any trademark, copyright, or other intellectual property rights of any party;
 - 6.3.1.6. You also agree to immediately cease and desist from any contact with any person who so requests such cessation;
 - 6.3.1.7. You agree that You will not use Our Services to “stalk” or otherwise harass any other person;
 - 6.3.1.8. You agree that You will not use Our Services in order to collect any personal data about other users;
 - 6.3.1.9. You agree that You will not use Our Services in order to conduct any illegal activities at all;
 - 6.3.1.10. You agree that You will not use Our Services in order to view, transmit, traffic in, or in any other way interact with, provide to any other person, or receive child pornography in any way;
 - 6.3.1.11. You agree that You will not use Our Services in order to view, transmit, traffic in, or in any other way interact with, provide to any other person, or receive obscene materials in any way;
 - 6.3.1.12. You agree that You will not use Our Services in order to view, transmit, traffic in, or in any other way interact with, provide to any other person, or receive drugs or other illegal substances in any way;
 - 6.3.1.13. Any violation of Our Acceptable Use Policies as provided for in this Agreement shall subject You to liquidated damages of five thousand dollars (\$5,000.00) for each and every violation. In the event that such violation causes any legal, emotional or physical harm to another person, You agree that You shall pay one hundred thousand dollars (\$100,000.00) in liquidated damages.
 - 6.3.1.14. In Our sole discretion, We may choose to provide You with a warning before assessing damages.
 - 6.3.1.15. We may, in Our sole discretion, assign any such damage claim to a third party who has been wronged by Your conduct.

6.3.1.16. These liquidated damages are not a penalty, and they are an attempt by the parties to reasonably ascertain the amount of actual damage that could occur from such violations. Both parties hereby agree that these amounts are a minimum, and actual damages may be more.

7. STIPULATED LIQUIDATED DAMAGES

7.1. In various provisions in this Agreement, We have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, You acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.

7.2. For any breach of a portion of this Agreement that does not specifically state a liquidated damages amount, You hereby agree that any breach of this Agreement shall result in liquidated damages of \$100 per occurrence. You specifically agree to pay this \$100 in liquidated damages.

7.3. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated 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 liquidated 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 liquidated damages themselves. You agree that You will pay all of these fees and costs.

8. DISCLAIMER OF WARRANTY

8.1. You expressly agree that use of the Site and Services, or any of the Materials contained therein is at Your own and sole risk. You also understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Site and Services or any of the materials contained therein 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 the download of such material and/or data.

8.2. The Site and Services, and all materials contained therein, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

8.3. We make no representations or warranties that the Site and Services, or any materials contained therein, will be uninterrupted, timely, secure, or error free; nor do We make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site and Services or any of the materials contained therein

8.4. You understand that We cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. We do not assume any responsibility or risk for Your use of the Internet.

8.5. We make no warranty regarding any goods or services purchased or obtained through the Site and/or Services or any transaction entered into through the Site and/or Services, and We are not responsible for any use of confidential or private information by sellers or third parties.

8.6. The warranties and representations set forth in this Agreement are the only warranties and representations with respect to this Agreement, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person.

9. DISCLAIMER AND INDEMNIFICATION:

9.1. If We determine that You or any User has used Our Services in violation of any law, Your ability to use the Website may be terminated immediately and We have every right to voluntarily cooperate with law enforcement or private aggrieved parties that We may be legally compelled to do so. We hereby

disclaim any liability for damages that may arise from any User providing any services for any purpose 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.

9.2. You also agree to defend and indemnify Us should any third party be harmed by Your actions or should We be obligated to defend any claims including, without limitation, any criminal or civil action brought by any party.

9.3. Our Website contains material that may be considered offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to cease review of the Website should You find it offensive.

9.4. You agree to defend, indemnify, and hold harmless Our Website, its corporation, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority (including without limitation to governmental agencies), use, misuse, or inability to use the Website or any of the Materials contained therein, or Your breach of any part of this Agreement. We shall promptly notify You by electronic mail of any such claim or suit, and 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 defense at Our own expense, and choose Our own legal counsel; however, We are not obligated to do so.

9.5. The Site and Services are for Amusement Purposes

9.5.1. You understand and accept that Our Site and Services are to be used for entertainment purposes. You are not guaranteed that You will find a date, a companion, or an activity partner, or that You will meet any other user in person.

9.5.2. You understand and accept that when You attempt to contact other users from the Site, these users may find amusement in your profile or communications. You understand and accept that no communications between You and other users is private. You hereby release Us and all other users from any liability for invasion of privacy, defamation, false light, and related torts, in the event that Your communications or profile are made public – even if they are made public for the sole purpose of amusing others at Your expense.

9.5.3. License to Use Your Information: With the exception of personal financial and billing information, You hereby grant to Us the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this web Site or Services or which is sent to Us by e-mail or other correspondence (“Your Content”), for any purpose whatsoever. We shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by Us in writing or required by law. We shall not be obliged to delete any such information from the Site.

9.5.3.1. Free/Basic Membership : Should You choose to delete Your account via the My Membership button on the Site, Your profile will be removed from public view and all information You posted to the Site will be removed from public view. However, You agree that the license set forth in Section 9.5.3 of this Agreement will remain in effect.

9.5.3.2. Paying Members: Should You choose to cancel Your recurring, fee-based membership via the My Membership button on the Site, Your membership will be converted to a Free/Basic Membership as defined in Section 3.5 of this Agreement. Your profile may remain viewable by those members who have contacted You or have been contacted by You via the Service's internal email or instant messaging systems. However, You agree that the license set forth in Section 9.5.3 of this Agreement will remain in effect.

9.5.4 You represent and warrant that You have the right to grant the license set out above.

9.5.5 By uploading any photographs of Yourself or other subjects, You hereby swear that You own or control all intellectual property rights with respect to the uploaded photographs; and,

9.5.6 Our Site allows You to control certain access to and use of Your photographs and other information. Subject to the settings You choose via the Site's Settings Editor , You hereby irrevocably grant a non-exclusive right and license to Us to:

9.5.6.1. Reproduce, transmit, communicate, display, or distribute Your submitted photographs, on or as part of Our Site(s), on other Internet sites, or elsewhere, for promotional or commercial purposes, by means of any technology, whether now known or hereafter to become known;

9.5.6.2. Reproduce Your photographs in digital form of display on the Internet (alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links);

9.5.6.3. Adapt, modify, or alter Your photographs or otherwise create derivative works based upon Your photographs; and for all other reasonable promotional or commercial uses either as part of the operation of Our Site(s), or as a promotion or operation of any derivative or related businesses.

9.6. We do not pre-approve any of the Users who may be accessible via Our Site and Services. It is Your responsibility to properly investigate the background, personality, criminal history, financial condition, or any other relevant factor affecting Your potential compatibility with any other user, prior to communicating with, or meeting such person. Most importantly, USE COMMON SENSE! Do not provide any personal information to individuals who can misuse that information to Your detriment. While the Site and Services may provide a venue for the exchange of information, ideas and emotion, they do not act as a guarantor of the accuracy of such information, and all Users are encouraged to approach the veracity of any communications occurring on the Site and Services with a healthy skepticism.

9.7. In light of the above, You hereby discharge, acquit, and otherwise release Us, Our parent company, Our agents, employees, officers, directors, shareholders, attorneys, and affiliates, from any and 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, the Site and Services including, but not limited to claims relating to the following:

9.8. Sexual Harassment, 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, Violation of Publicity or Privacy Rights, Intellectual Property, False Light Claims, Misrepresentation or any claim based on vicarious liability for Torts or other wrongful acts committed by individuals met on or through the Site and Services, including but not limited to fraud, financial crimes, assault, battery, stalking, rape, theft, cheating, perjury, manslaughter, or murder.

9.9. 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 favor of Us, 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.

10. INTELLECTUAL PROPERTY INFORMATION:

10.1. The above referenced website names constitute service mark(s) and/or trademark(s). Any word, slogan or brand appearing on our Site with a TM designation qualifies as our trademark or service mark.

10.2. All of the marks, logos, domains, and trademarks that You find on the Site 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.

10.3. Other companies' product and service names referenced on Our Site 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 and/or holders of such trademarks and service marks.

10.4. COPYRIGHT – This Website belongs to Us, and We either own or have rights to display all of the Materials thereupon. You may not use any of Our Materials without Our express written consent.

10.5. We aggressively enforce Our intellectual property rights. Any infringement will be prosecuted to the fullest extent of the law.

11. LIMITATION OF LIABILITY:

11.1. In no event shall We (or Our licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Website or any of the Materials contained therein, even if We have been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if We have been advised of the possibility of such damages.

11.2. In no event shall Our maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by You for use of a Website for a period of no more than one (1) month from the accrual of the applicable cause or causes of action. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

12. DEFAMATION & INVASIVE MATERIAL POLICY:

12.1. We provide an interactive computer service, and thus We have no liability for user-posted content protection laws. Nevertheless, We recognize that despite this protection, there may occasionally be content posted by Our Users that is unappreciated by the subject of the User-posted content. It is not Our intention to cause anguish to any person nor harm to any entity, nor to allow through inaction such harm to occur. Accordingly, it is Our policy to respond respectfully to any complaints about User posted content, or about content that We might have provided.

12.2. If You feel damaged by any User-posted content, or content provided by Us, We will, in our discretion take reasonable measures to comply with any reasonable requests. Therefore, We have instituted this Policy.

12.3. You agree that if You have any complaint about any content on Our Website, including (but not limited to) a complaint or claim of defamation (libel or slander), invasion of privacy, false light, trademark infringement, right of publicity claims, or any related or similar tort (from which We are otherwise immune from liability), that You will provide notice to Us by email to:

FetDungeon
hpot101@gmail.com
Attn: Honey Sinclair
Alberta, Canada

12.4. You agree that We shall have ten (10) business days after RECEIPT of said notice to evaluate Your concerns.

12.5. After evaluating Your concerns, We will either inform You that We do not believe Your concern is valid, or We will request Your preference regarding an opportunity to cure Your concerns. This cure may, in Our discretion, include one of the following:

12.5.1. We may offer to delete the offending material.

12.5.2. We may offer to modify the offending material.

12.5.3. We may offer You the opportunity to publish a rebuttal to the offending material.

12.5.4. We will engage You and seek any other alternative resolution that will mitigate Your damaged legal interests - whether or not We are legally required to do so.

12.5.5. We may provide You with some or all identifying information We may have about the actual culprit (if the content was User-posted), but We are under no obligation to do so, and expressly reserve the right not to.

12.6. You acknowledge and agree that upon transmission of Your complaint to Us, You will be considered to have engaged in settlement discussions with Us, and neither party will initiate formal legal action while non-adversarial resolution is in progress. You agree that You will not file suit unless and until We issue a statement to You that We have taken Our final action, and that no further action will be taken without adversarial proceedings. At that point, You may proceed with arbitration as provided for under this Agreement.

12.7. You acknowledge that once You accept any of Our offers of non-adversarial resolution, that You irrevocably waive any and all possible claims for any allegedly offending material on Our Website and that if You do bring any action against Us that You hereby stipulate that You will bear Your own costs and fees incurred in the action, regardless of the outcome of that action, and that You stipulate that Your damages will be limited to one dollar (\$1), and no more, and that You hereby acknowledge that such amount of one dollar (\$1) is sufficient and adequate.

12.8. You understand that no part of this Agreement obligates Us to go beyond that required by law, and this Agreement is in place for Your convenience. If We believe that Your requests are unreasonable, We reserve every right to terminate discussions with or file suit against You to recover any legal fees incurred due to harassing or unreasonable requests. Nothing contained in this section shall obligate Us to undertake any specific action with regard to a given complaint, and We reserve all rights relating to resolution of disputes of this nature.

13. NOTICE OF CLAIMED COPYRIGHT INFRINGEMENT:

13.1. We respect the intellectual property of others, and we ask our users to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please provide Our Designated Copyright Agent the following information:

13.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

13.1.2. Description of the copyrighted work or other intellectual property that You claim has been infringed;

13.1.3. A description of where the material that You claim is infringing is located on a Site;

13.1.4. Your address, telephone number, and email address;

13.1.5. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

13.1.6. A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13.2. You may send your Notice of Claimed Infringement to:

FetDungeon
hpot101@gmail.com
Attn: Honey Sinclair
Alberta, Canada

Please do not send other inquires or information to our Designated Agent.

Routine customer service inquiries should be sent here: <http://www.fetdungeon/contact>

14. DMCA NOTICE AND TAKEDOWN PROCEDURES:

14.1. We implement the following "notice and takedown" procedure upon receipt of any notification of claimed copyright infringement:

14.1.1. We reserve the right at any time to disable access to, or remove any material or activity accessible on or from the Site or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.

14.1.2. It is Our firm policy to terminate the account of repeat copyright infringers, when appropriate, and We will act expeditiously to remove access to all material that infringes on another's copyright. We shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements.

14.1.3. When the Designated Agent receives a valid notice, We will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, We will replace the material at issue within ten to fourteen (10-14) days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity. We reserve the right to modify, alter or add to this policy, and all users should regularly check back to these Terms and Conditions to stay current on any such changes.

15. DMCA COUNTER-NOTIFICATION PROCEDURES:

15.1. If the Recipient of a Notice of Claimed Infringement ("Notice") feels that the Notice is erroneous or false, and/or that allegedly infringing material has been wrongly removed in response to a Notice as outlined in Section 14.1 above, the Recipient is permitted to submit a counter-notification. A counter-notification is the proper method for the Recipient to dispute the removal or disabling of material pursuant to a Notice. The information that a Recipient provides in a counter-notification must be accurate and truthful, and the Recipient will be liable for any misrepresentations which may cause any claims to be brought against Us relating to the Content.

15.2. To submit a counter-notification, please provide Our Designated Copyright agent the following information:

15.2.1. A specific description of the material that was removed or disabled pursuant to the Notice.

15.2.2. A description of where the material was located within the Site or the Content before such material was removed and/or disabled. Please provide the specific URL if possible.

15.2.3. A statement reflecting the Recipient's belief that the removal or disabling of the material was done so erroneously. For convenience, the following format may be used:

“I swear, under penalty of perjury, that I have a good faith belief that the referenced material was removed or disabled by the service provider as a result of mistake or misidentification of the material to be removed or disabled.”

15.2.4. The Recipient's physical address, telephone number, and email address. Written notification containing the above information must be signed and sent to:

FetDungeon
hpot101@gmail.com
Attn: Honey Sinclair
Alberta, Canada

15.3. Alternately, to email the above information, You must electronically sign the email and send it to: takedowns@dmca.com Do not send any other information or material to the DMCA Agent.

15.4. After receiving a DMCA-compliant counter-notification, Our Designated Copyright Agent will forward it to Us, and We will then provide the counter-notification to the entity who first provided the Notice concerning material in the Recipient's Content.

15.5. Additionally, within ten to fourteen (10-14) days of Our receipt of the counter-notification, We will replace or cease disabling access to the disputed material provided that We or Our Designated Copyright Agent have not received notice from the entity who first provided the Notice that such entity has filed a legal action pertaining to the disputed material.

15.6. The Site reserves the right to modify, alter or add to this policy, and all users should regularly check back regularly to stay current on any such changes.

16. LINKS AND LINKING:

16.1. Some websites which are linked to the Website are owned and operated by third parties. Because We have no control over such websites and resources, You acknowledge and agree that We are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse them, and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites or resources.

16.2. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If You decide to access any such third party website, You do so entirely at Your own risk and subject to any terms and conditions and privacy policies posted therein.

16.3. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Website's User Agreement or other online contracts, which are incorporated into this Agreement by reference.

16.4. Links to external websites (including external websites that are framed by the Website) or inclusions of advertisements do not constitute an endorsement by Us of such websites or the content, products, advertising, or other materials presented on such website, but are for User's convenience.

16.5. All Users do hereby agree to hold Us harmless from any and all damages and liability that may result from the use of links that may appear on the Website. We reserve the right to terminate any link or linking program at anytime.

17. EXPORT CONTROL:

17.1. You understand and acknowledge that the software elements of the Materials on the Site may be subject to regulation by agencies of the Canadian Government, which prohibits export or diversion of software to certain countries and third parties. Diversion of such Materials contrary to Canadian or international law is prohibited.

17.2. You will not assist or participate in any such diversion or other violation of applicable laws and regulations.

17.3. 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.

17.4. You agree that none of the Materials 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.

18. NO AGENCY RELATIONSHIP:

18.1. Nothing in this 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.

19. NOTICE:

19.1. Notice— Any notice required to be given under this Agreement by Us to You, may be provided by email to a functioning email address of the party to be noticed, by general posting on the Site, or personal delivery by commercial carrier such as Federal Express or Airborne. Notices by customers to Publisher shall be given by electronic messages unless otherwise specified in the Agreement.

19.2. Change of Email Address – Either party may change the email address to which notice is to be sent by electronic written notice to the other party pursuant to this provision of the Agreement.

19.3. When Notice is Effective – Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier (e.g. Canada Post Express Mail) shall be deemed delivered on the business day following mailing. Notices mailed by Canada Post Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are delivered one (1) hour after transmission if sent during the recipient's business hours, or 9:00 a.m. (recipient's time) the next business day. Either Party may, by giving the other Party appropriate written notice, change the designated email address, phone number, and/or recipient for any notice or courtesy copy, hereunder.

19.4. Refused, Unclaimed, or Undeliverable Notice— 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, facsimile machine, email server, or overnight delivery service.

20. COMMUNICATIONS NOT PRIVATE: Unless otherwise designated by Us as private, all communications occurring on the Site are public and available to other Users. All messages transmitted to Us shall be deemed to be readily accessible to the general public. Visitors should not use this Site to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages entered into this Site can and may be read by the agents and operators of this service, regardless of whether they are the intended recipients of such messages.

21. FORCE MAJEURE: We shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; 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, or any failure of a computer, server or software, for so long as such event continues to delay the Site's performance.

22. GENERAL PROVISIONS:

22.1. Governing Law. This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed by the laws of Canada. The sum of this paragraph is that any and all disputes must be, without exception, brought to court and litigated in Alberta Canada.

22.1.1. All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement or any services or business interactions between the parties that may be subject to this Agreement shall be tried and/or litigated exclusively in the state and federal courts located in Alberta, Canada

22.1.2. The parties agree to exclusive jurisdiction in, and only in, Alberta, Canada.

22.1.3. The parties agree to exclusive venue in, and only in, Alberta, Canada.

22.1.4. 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 Agreement in a jurisdiction other than that specified in this paragraph.

22.1.5. All parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.

22.1.6. All parties stipulate that the provincial and federal courts located in Alberta, Canada shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.

22.1.7. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by electronic mail, Federal Express, proof of sent or electronic delivery report or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.

22.1.8. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

22.1.9. Right to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party 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.

22.2. Binding Arbitration. If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute 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 an Canadian 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, provincial or municipal law, statute, or regulation, excepting only claims under applicable worker's compensation law, unemployment insurance claims, intellectual property claims, actions for injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be conducted in Alberta, Canada and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce disputes.

22.2.1. 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 User 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 PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.**

22.2.2. No waiver of right to arbitration -- 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.

22.3. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.

22.4. Severability. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

22.5. Attorneys' Fees. In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition

to all other available relief, its reasonable attorneys' fees and costs incurred in connection therewith, including attorneys' fees incurred on appeal.

22.6. No Waiver. No waiver or action made by Us shall be deemed a waiver of any subsequent default of the same provision of this 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 Agreement.

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

22.9. Complete Agreement. This Agreement constitutes the entire Agreement between the parties with respect to Your access and use of the Website and the Materials contained therein, and Your Membership with the Website, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

22.10. Other Jurisdictions. We make no representation that the Website or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Website from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws.