

TERMS AND CONDITIONS

xxxexclusive.com is a Video On Demand service, which allows its Members to watch and download videos.

Services of xxxexclusive.com (“xxxexclusive.com” or “we”) include the Website of xxxexclusive.com (hereinafter as “Website”), and are provided by Smart Gate s.r.o., Veverkova 459/3, Holešovice, 170 00 Praha 7, IČO: 60487682.

These Terms and Conditions (“Agreement”) govern the legally binding service terms of use. By using the Services, you agree to be bound by this Agreement, regardless of whether you are a “Visitor” (which means that you can simply search the web pages) or a “Member” (which means that you have registered with xxxexclusive.com). The term “User” refers to a Visitor or a Member. You are entitled to use the Services (regardless of whether your access or use is intended) only if you agree to comply with all applicable laws and this Agreement. Please read this Agreement carefully and save it. If you do not agree with its content, you should leave the Website and discontinue use of the Services immediately. By using this product you agree to these terms and conditions.

This Agreement covers the policy of acceptable use of and on the web published Services and content of xxxexclusive.com, your rights, obligations and restrictions regarding your use of the Services and the data protection principles of xxxexclusive.com.

In order to use certain Services, you may be prompted to download software or content and / or accept additional terms and conditions. Unless stated otherwise, the additional conditions for the Services which you will be using, are hereby incorporated into this Agreement. You may obtain a copy of this Agreement, if you send us an e-mail to: support@xxxexclusive.com, Subject: Terms and Conditions.

xxxexclusive.com may modify this Agreement from time to time and the change is effective upon posting it on the Website of xxxexclusive.com, under the assumption that you were informed 30 days in advance by e-mail or SMS. If you do not agree to these changes, you may terminate this Agreement (see section 2 below).

1. Serviceability

The use of the Services offered and/or a membership therein are void where prohibited by law. By using the Services, you declare that all registration information you submit is truthful and accurate;

You will maintain the accuracy of this information;

You are 18 years old or older and you don't violate any laws by using the service. Your profile may be deleted and your membership terminated without warning, if we believe that you are younger than 18 years old.

2. Period of validity

This Agreement shall remain in effect during the use of the services, or as long as you are a Member. You may cancel your membership at any time for any reason following the instructions on the Website. xxxexclusive.com may terminate your membership at any time without warning. This Agreement shall remain active, including sections 5-14, even after the termination of the membership.

3. Membership

To become a Member you must be at least 18 years old and pay for your membership. xxxexclusive.com reserves the right to store your information even after the termination of your membership for a period of [6 months]. xxxexclusive.com is not permitted to store credit card information. This information however is stored and secured with our authorized partners.

When you register to become a Member, you will be prompted to choose a name, or a pseudonym, which is not visible to other Members.

During an existing and also after your membership is terminated you agree to receive promotional messages via SMS or email which will be sent by your Service Provider or its authorized partners.

4. Membership and fees

xxxexclusive.com has various pricing options which are displayed on the Website and reserves the right to change these at any given time. The amount you pay at the time of purchase however will not change during the duration of the Agreement.

5. Password

When you sign up to become a Member you will get a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member and not divulge your password to a third party. You agree to immediately notify xxxexclusive.com if you suspect any unauthorized use of your account or access to your password. You are responsible for any use of your account.

6. Use of services

The Service Provider is expressly authorized to sell the Materials offered by xxxexclusive.com and is entitled to use its watermark and add its copyright on any such Materials provided on the Website as well as any other proprietary notices. Subject to this Agreement and upon becoming a Member of the Website, the Service Provider hereby grants you a limited, nonexclusive, nontransferable personal license to access the Website and its Materials. All Materials on the Website are intended for private use only, and all other uses are strictly prohibited. You agree to prevent unauthorized access to the Website and copying of any of the Website, and/or any of the Materials provided therein. If the membership only portion of the Website is accessed by anyone other than an account-holder, the Service Provider may terminate your membership to the Website at any time. Any unauthorized use of the Website and/or any of the Materials terminates this limited license effective immediately. This license granted herein is specific to you and such license is in no way a transfer of title. Violators of this limited license may be prosecuted to the fullest extent of the law.

6.1 As a Member of the Website you can watch (stream) the videos available on the website at any time. In addition to the functions available on the Website according to the respective membership type and pricing option, the Service Provider reserves the right to provide additional individual services (for example download) for a separate fee regardless of the membership type and pricing option already used. These chargeable additional services are clearly marked as additional charges to you and can be found on the form provided for this purpose.

6.2 As a Member of the Website you shall not resell, distribute or engage in any commercialization of the Website or its Materials. You shall not modify or copy any of the Materials, use it for any public display, performance, sale or rental, remove, modify or alter any copyright or other proprietary notice or trademarks of the Materials or transfer any Materials to any third party without the express prior written authorization of the Service Provider. You shall not duplicate the Website or any of the Materials contained therein, use the Website Materials for any commercial purpose whether for a fee or otherwise, distribute or otherwise share the Website and its Materials, remove any copyright or other proprietary notices from the Website and its Materials and by doing so, your actions shall constitute a breach of this Agreement and will be prosecuted to the fullest extent of the law.

7. Non-commercial use by Members

The Services are intended only for the personal use of Members and may not be used in conjunction with commercial purposes, with the exception of those specifically endorsed or authorized by xxxexclusive.com. Illegal and / or unauthorized use of the Services, including collecting usernames and / or e-mails of Members by electronic or other means for the purpose of sending unsolicited e-mails, as well as unauthorized framing or linking to the Website is prohibited. Appropriate legal action will be taken for any illegal or unauthorized use of the Services.

8. Copyright of xxxexclusive.com content

8.1 The Services contain the contents of xxxexclusive.com (“xxxexclusive.com Content”).

xxxexclusive.com Content is protected by copyright, trademarks, patents, trade secrets, and other laws and xxxexclusive.com owns and retains all rights to xxxexclusive.com content and services. xxxexclusive.com hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the content of xxxexclusive.com (without any software code) solely for your personal use in connection with viewing the site and using the Services.

8.2 The Services contain the contents of xxxexclusive.com licensors. You are not allowed to copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any of the published content.

9. Copyright protection

You may under no circumstances publish, modify, distribute or reproduce any copyrighted material, trademarks or other proprietary information which belong to another party, without the prior written consent of the owner of such proprietary rights. It is the policy of the xxxexclusive.com to terminate the membership of any Member who repeatedly infringes the copyrights upon receipt of a notification from the copyright owner or the legal representative of the copyright. Without limiting the foregoing, if you believe that your work has been copied and posted in the Services in a manner in which it is a copyright infringement, please provide our Helpdesk with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright,
- a description of the work protected by copyrights, that have been violeted in your opinion,
- a description of where the material is located on the Websites
- your address, telephone number and e-mail address
- a written statement that you have a good faith belief that the disputed use of the content is not allowed by the copyright owner, its agent, or the law;
- a statement by you, under penalty of perjury, that the above information in its notice is accurate and you are the copyright owner or authorized to act on behalf of the copyright owner.

The Copyright Agent for the filing of lawsuits for copyright infringement of xxxexclusive.com can be contacted as follows: E-mail: support@xxxexclusive.com

10. Privacy policy

Use of the Services is also governed by our privacy policy, which is incorporated into this Agreement by reference.

11. Disclaimers

xxxexclusive.com is not liable in any way for any incorrect or inaccurate content posted by third parties on the Website, and is not associated with the Services provided by the users of the Services or by any of the equipment or programming, nor for any copyright infringements against the original owners / producers of the content published on the

page. xxxexclusive.com shall not be liable for any conduct of the users of the Services, whether online or offline. xxxexclusive.com accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any user or communications of a Member. xxxexclusive.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players due to technical problems or traffic congestion on the internet or one of any Services or a combination thereof, including any injury or damage to users or to any person in connection with the computer or from participation or downloading of any materials in connection with the Services. Under no circumstances is xxxexclusive.com liable for any loss or damage, including personal injury or death due to the use of Services, participation in an event of xxxexclusive.com, any published content or through the Services or from the behavior of other users of the Services, whether online or offline. The Services are being offered and available "as is" and xxxexclusive.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. xxxexclusive.com can not guarantee any specific results resulting from the use of the Service.

12. Limitation of liability

UNDER NO CIRCUMSTANCES IS xxxexclusive.com LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SUBSEQUENT, EXEMPLARY, INCIDENTAL, SPECIAL DAMAGES, INCLUDING DAMAGES FROM THE LOSS OF PROFITS ARISING OUT OF THE USE OF THE SERVICES EVEN IF xxxexclusive.com HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF xxxexclusive.com TO YOU FOR A CASE OF ANY KIND AND REGARDLESS OF THE FORM, WILL ALWAYS BE LIMITED TO THE AMOUNT PAID BY YOU DURING THE MEMBERSHIP AND USE OF THE SERVICES, IF APPLICABLE.

13. Disputes, Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to conflicts of law provisions.

14. Compensation

You agree to indemnify xxxexclusive.com and its subsidiaries and affiliates, their respective officers, agents, partners and employees from any loss, liability, claims and demands, including reasonable attorneys' fees, to third parties as a result of/or in connection with the use of the Services contrary to this Agreement, and /or as a result of breach of this Agreement and / or any breach of the above mentioned assurances and / or if any content that you have posted on the Website or through the Services, causes any liabilities for xxxexclusive.com towards third parties.

15. Miscellaneous

This Agreement is considered accepted since the use of the site or the Services and is further confirmed by your membership. This Agreement constitutes the entire Agreement between you and xxxexclusive.com in relation to the use of the Services. The failure of xxxexclusive.com to exercise any right or enforce any provision of this Agreement shall not be construed as a waiver of such right or provision. The section headings in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the full extent permitted by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Regarding questions about this Agreement contact us at: support@xxxexclusive.com.

16. Cancellation

16.1 Right of revocation

You can revoke your contract within 14 days without giving reasons in writing (e.g. letter, fax, e-mail). The period begins after receipt of this instruction in text form, but not before signing the Agreement and also not before fulfillment of our information obligations. To meet the revocation deadline it is sufficient to send the revocation.

16.2 Consequences of revocation

In case of an effective cancellation the mutually received benefits are to be returned and any benefits (e.g. interest) surrendered. If you cannot return us the received service as

a whole or in parts, or return them in a deteriorated condition, you must pay us compensation for the value.

During the revocation period you must fulfill the contractual payment obligations for the period nevertheless. Any obligations to reimburse payments must be fulfilled within 30 days. The period begins upon receipt your your contract termination request.

Your right of cancellation expires prematurely if the contract is completely fulfilled by both parties at your explicit request before you have exercised your right of revocation.

16.3 Cancellation of Membership

You can cancel your subscription at anytime. To do so, you will need to submit the cancellation via your PAYMENT PROVIDER and follow the respective cancellation instructions. If you are not sure who your provider is, please check your payment confirmation email you have received with the opening of your new account, or contact support@xxxexclusive.com. We will gladly assist you to identify your payment provider.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL PROVISIONS CONTAINED ABOVE.