

## User Terms & Conditions

### KOP PRODUCTIONS XXX User Terms and Conditions

KOP PRODUCTIONS XXX (the "Portal")

Last revised January 10, 2017

You must read and agree to these Terms and Conditions before you can use the Portal. By purchasing a Membership or using Portal you become a User and thus agree to be legally bound by these Terms and Conditions (the "Agreement") between you and KOP PRODUCTIONS XXX (the "**Company**"). Company will refer to you in this Agreement as "**you**", "**your**" or "**User**". Company can amend this Agreement by posting an updated version of this Agreement to the Portal. Such changes will take effect thirty (30) days after they are posted.

#### 1. 1. DEFINITIONS

1. "**Payment Method**" shall mean the method of payment which you use to purchase Your Membership including credit card, debit card, money order, online check or gift cards through the Zombaio service. A list of accepted gift cards to be used on the Zombaio service may be found at <https://www.paygarden.com/brands>.
2. "**Bookmarking**" shall mean the act of placing a Web page (URL) into a temporary file on the User's browser so that the User may return to that page at a future date directly, without passing through any preceding pages.
3. "**Fees**" means amounts paid or payable to Company in exchange for Membership under this Agreement using a Payment Method. Fees are posted at the Portal which posting forms a part of this Agreement.
4. "**Portal**" shall be the website to which you are purchasing a Membership or accessing the Services.
5. "**Login**" shall mean the combination of the unique username and password that is sold or provided by the Company to the User and used to access Portal.
6. "**Membership**" shall be the access granted to a User using a Login for a limited period of time, to Portal for the purpose of using the Services.
7. "**Services**" shall be the limited, non-transferrable license to stream or download images and video or other content from the Portal and navigate different areas of Portal.
8. "**User**" shall be an individual, of or over the age of majority in the jurisdiction where they are located who has a Membership or rightfully accesses the Portal.

#### 2. 2. AGREEMENT TO VIEW ADULT MATERIAL

1. 2.1 Portal is designed and intended solely for adults. Adults are people who are at least 18 years old (or 21 years old in some jurisdictions) and for the purpose of this Agreement, are interested in and wish to have access to visual images, verbal descriptions and audio sounds of a sexually oriented, and frankly erotic, nature. The material available by the Company within Portal may include graphic visual depictions and descriptions of nudity and sexual activity and should NOT be accessed by anyone younger than the age of majority within any jurisdiction or who do not wish to be exposed to such material. By accessing Portal or purchasing a Membership from the Company you are making the following statements to Company and its licensors and other suppliers:

"Under penalty of perjury, I swear/affirm that as of this moment, I am an adult, at least 18 years of age or the age of majority in my jurisdiction. I promise that I will not permit any person(s) under the age of majority to have access to any of the material contained within Portal. I understand that when I gain access to Portal I will be exposed to visual images, verbal descriptions and audio sounds of a sexually oriented and frankly erotic nature, which may include graphic visual depictions and descriptions of nudity and sexual activity. I am voluntarily choosing to do so, because I want to view, read and/or hear the various materials which are available for my own personal enjoyment, information and/or education. My choice is a manifestation of my interest in sexual matters which is both healthy and normal and which in my experience, is generally shared by average adults in my community. I am familiar with the standards in my community regarding the acceptance of such sexually oriented content

and the materials I expect to encounter are within those standards. In my judgment, the average adult in my community accepts the consumption of such material by willing adults in circumstances such as this which offers reasonable caution against minors or unwilling adults from viewing the material on Portal; and will not find such material to appeal to a prurient interest or to be patently offensive."

### 3. 3. MEMBERSHIPS

1. 4.1 **Fees.** Users are liable for Fees for Membership together with all applicable taxes. Users may cancel their Membership at any time by contacting the Company's customer service 24 hours a day or logging into their account details via the descriptor website indicated on their receipt or Payment Method statement. Users must cancel their Membership 48 hours prior to the rebill date if they do not wish their Membership to renew with associated Fees. Up until the date a Membership is canceled the User authorizes the Company to continue charging the User's Payment Method to pay: (i) Fees for Membership; (ii) all purchases of other products, services and entertainment provided by Portal; and (iii) other liabilities of yours to Company or any third party. Company reserves the right to change the price of the rebill Fee amount by updating the posted Fees in the Portal which change shall take effect as of the next rebill unless you cancel 48 hours before such rebill. At any time, should You have any questions about the rebill price or date of your Membership please contact customer service for the Portal.
2. 4.2 **Delayed Transactions.** In the event a User/s Payment Method was declined the Company may attempt to process the transaction again under the same conditions as the transaction was initiated by the User, within a few days of the User/s first attempt to purchase their Membership. Where the Payment Method is approved in such a circumstance, the User will receive an email confirming the successful completion of their transaction along with their username and password details.
3. 4.3 **Membership Types.** Portal may offer various types of Memberships of different terms (ex: trial, 3-month, monthly etc.) (each a "Membership Term"). Each Membership offered will have its own Fee indicated during the join process and will rebill at the Fee and at the frequency indicated in the receipt sent to the User's email address. Fees are subject to change thirty (30) days following the posting of a new Fee to the Portal; if you do not cancel within such thirty (30) days then you are deemed to have accepted the change in Fee.
4. 4.4 **Cancellation Policy.** Memberships may be canceled by completing a form located at <http://www.support.zombaio.com/> or by contacting Portal [customer service](#). If a Membership is canceled before the renewal date the User will still have access for the remainder of the period already paid.

### 4. 5. INDIVIDUAL SCENE PURCHASES

1. 5.1 Portal may offer various types of programs in which User may purchase individual scenes. Each scene will have its Fee clearly indicated and will not rebill. Users are liable for Fees for scene purchases together with all applicable taxes to be payable to the Company or its designee.
2. 5.2 User will have a lifetime access to all individual scenes purchased regardless of their type of Membership.
3. 5.3 For all questions regarding individual scene purchases, please visit out [V.O.D Page](#) or User may contact Portal [customer service](#).

### 5. 6. REFUNDS

1. 6.1 Fees are non-refundable once the Login details have been used on Portal. Non-use of a Membership or inability of User to access the Portal through no fault of Company shall not be grounds for a refund of Fees.
2. 6.2 For all billing inquiries you may also visit [zombaio.com](http://zombaio.com).

### 6. 7. MEMBERSHIPS PURCHASED THROUGH ZOMBAIO

For Memberships that may be purchased by gift cards through the Zombaio service, please note:

1. 7.1 Memberships purchased through the Zombaio service are subject to the [terms and conditions of Zombaio](#).
2. 7.2 These Memberships will not be rebilled.
3. 7.3 No refunds or partial refunds will be issued to these Memberships. The Portal may only offer Users a similar Membership to a related website.

## 7. **8. LICENSE**

1. 8.1 Membership includes a single, limited, personal, non-transferrable, non-exclusive license (the "**License**") to use the Portal for the sole purpose of accessing the content published therein (the "**Content**") in the manner provided for therein. You shall not resell, distribute or engage in any commercialization of the Portal or its Content. You shall not modify or copy any of the Content, use it for any public display, performance, sale or rental, remove, modify or alter any copyright or other proprietary notice or trademarks of the Content or transfer any Content to any third party.
2. 8.2 Access to and use of the Portal is through Login. Each User is responsible for keeping their Login information confidential. Portal will not release Login information for any reason to anyone other than the User except as may be specifically required by law or court order. Unauthorized access to the Portal is a breach of this Agreement. You are responsible for your Login credentials and purchases made or other acts or omissions carried out with them.
3. 8.3 As between you and Company, Company retains all right, title and interest in any and all intellectual property rights in the Portal and it's Content. All rights are reserved by the Company, which is located at 23 Anacostia Rd NE, Washington, DC 20019. All intellectual property and other rights in and to the Content and the Services found on Portal shall at all times remain the property of the Company, its affiliates, licensors and other suppliers. Nothing in this Agreement shall have the effect of transferring any intellectual property rights to you other than your limited rights under the License.
4. 8.4 Company reserves the right to modify any or all of the Content or Portal without your prior notice or consent.
5. 8.5 The Company reserves the right to terminate this License at any time if the User breaches the terms of this Agreement.

## 8. **9. TERM AND TERMINATION**

1. 9.1 Membership, Membership Term and the License shall begin as of when Fees are paid and Login is used and shall end when the Membership Term ends or as otherwise provided herein.
2. 9.2 Users must promptly inform the Company's customer service department of any apparent breach of security, such as loss, theft, unauthorized disclosure or use of a Login. Until the Company is notified of such breach in security, the User will be liable for any unauthorized use of the Services.
3. 9.3 Users may terminate their Membership at any time and without cause by providing customer service notice to cancel the Membership. Users are liable for all Fees incurred on the Membership until 48 hours after notification of termination is received by the Company's customer service department. It is the User's responsibility to ensure notification is adequately provided. Notification should include full name, email address used upon joining and where applicable, the last four (4) digits of the Payment Method then in use.
4. 9.4 Company can terminate this Agreement at any time and for any reason or for no reason on notice to you through the Portal, provided that on such a termination you shall be entitled to use the Portal for the Membership Term for which Fees have already been paid.
5. 9.5 By purchasing or terminating a Membership User agrees to receive an email confirmation thereof to the email address last provided to the Portal. Users may not opt out of receiving such emails. Therefore it is important to provide suitable contact information on sign-up for Membership.
6. 9.6 Users that have terminated their Memberships may reactivate said Membership by entering their original Login details in the User Login section. Users will have the option to select the Membership of their choice when they reactivate their Login. The new Membership will rebill at the price and at the frequency indicated in the receipt sent to User/s email address. User/s existing information will be used for the billing and rebilling of the Membership.

## 9. **10. BOOKMARKING**

1. 10.1 Bookmarking to a page on Portal whereby the warning page(s) and/or terms and conditions are by-passed shall constitute implied acceptance of this Agreement and an explicit confirmation that the User is of or over the age of majority in their jurisdiction and that the Content is not illegal in the Territory.

## 11. DISCLAIMERS

2. 11.1 The Portal and its Content are provided "as is" without any express or implied warranty of any kind including warranties of merchantability or fitness for a particular purpose. The Company offers no assurance of uninterrupted or error free Services. The Company does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained on Portal. Any of the information offered on Portal may change at any time without notice.
3. 11.2 Portal makes no representation as to any of the Content. In no event shall the Company be liable for any damages whatsoever arising out of the use or inability to use the Portal or information available on Portal, even if the Company have been advised of such damages.
4. 11.3 Users are responsible for providing all personal computer and communications equipment necessary to gain access to Portal. Users are also responsible for providing adequate contact details when subscribing to Portal.
5. 11.4 If Portal enables Users to share information with third parties, User shall not submit, publish or display any defamatory, inaccurate, abusive, threatening, racially offensive or illegal material. Transmission of material that violates any federal, state or local law is prohibited and is a breach of this Agreement. The Company shall not be liable for any information posted by Users on Portal. Company has no obligation, but reserve the right, to edit material posted by User on the Portal. User grants Company an unlimited worldwide, royalty-free, license to collect, store and disclose any and all material posted by the User in the Portal. Title in suggestions or other material posted by a User through the Portal shall be assigned to Company as of the posting thereof.

## 10. 12. GENERAL PROVISIONS

1. 12.1 **Indemnification.** You shall indemnify and hold Company harmless from and against any and all claims arising from or related to your use of the Portal or your breach of the terms of this Agreement.
2. 12.2 **Limitation of Liability.** Under no circumstances shall Company be liable for any indirect, consequential or punitive damages. The liability of Company hereunder shall not exceed the amount of Fees actually paid by you during the 30 days prior to the event giving rise to liability.
3. 12.3 **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any part of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
4. 12.4 **Notices.** Notices by the Company or Portal to Users may be given by means of electronic messages, by a general posting on Portal, by conventional mail or by telephone. All questions or complaints regarding Portal must be directed to the Company's customer service department.
5. 12.5 **Contact Information.** The Company's customer service department may be reached by email at [info@kopproductionsxxx.com](mailto:info@kopproductionsxxx.com). If you have any questions or inquiries regarding a purchase via your Payment Method please contact Zombaio at <http://support.zombaio.com>.
6. 12.6 **Governing Law.** This Agreement shall be governed pursuant to the laws of the United States, applicable therein. Any and all disputes arising under this Agreement shall be resolved exclusively before courts of competent jurisdiction in the United States.
7. 12.7 **Assignment.** Company reserves the right to assign any or all of its rights or obligations under this Agreement to a third party without prior notice or consent from User.