

Terms and Conditions

Overview

Streamate assesses NO fees for unlimited and unrestricted access to Streamate picture archives, free live guest chat, profiles, and all other free members-only services. If access to private live video chat rooms requires an additional fee, the amount of any such fee is prominently disclosed prior to entering the fee-based chat room. Private room fees are solely at the discretion and control of the Performer and will be fully disclosed to you before you enter any private room. There is also a user-controlled way to add an additional amount of money; this is the application of Gold in a chat room. The amount of Gold given will be added to any streaming charges incurred and billed in the same manner. Adding Gold is completely voluntary for the member. Provided that you (i) never enter a single fee-based chat room, and (ii) have not elected to participate in a premium service, you will never see a single charge from Streamate. Moreover, a nominal onetime application of a two dollar (\$2 USD) transaction or "authorization" hold may be applied to your credit or debit card upon initial enrollment, which Streamate uses to confirm the integrity of your account information. This is not a Charge and will automatically be released per your card issuers discretion and policy. (Also, federal legislation such as the Child Online Protection Act (COPA) and Communications Decency Act (CDA) mandates such practices upon certain online publishers like Streamate as documentary evidence of user maturity and majority age). These nominal charges will not be applied to Direct Debit accounts. No charges will be made to your credit card, debit card, or Direct Debit account without your authorization by accessing the Pay Per Minute Areas on your membership account or authorizing a premium membership. A premium membership is defined as a membership that enables you to access services beyond per minute chat or free members-only services, such as video or Club membership. The amount and possible recurrence of all premium memberships with an associated fee will be clearly disclosed to you.

By entering these clearly delineated Pay Per Minute areas (fee-based chat rooms and premium services) you authorize the credit card, debit card, or Direct Debit account to be charged the posted rate. Credit card users and certain debit card users will be charged for the first full minute upon entering this area. This nominal amount is automatically refunded to you in the form of a credit to your Streamate account, and is credited toward the cost of any premium services you purchase. You will then be charged the rate used over this credit. Gold is defined as a site currency (1 GOLD= 1 unit user currency - e.g. 1 Euro or 1 GBP) that you can send to the performer that is not tied to their private per minute chat rate or membership fees.

Refund Policy

Streamate does not typically provide cash refunds unless extraordinary circumstances apply; we do, however, grant credits in the form of free time and provide discounts in the event you experience technical difficulties that you demonstrate to have made a sincere effort to resolve. All sales are final. Discount rates posted on the site can be changed without prior notice by Streamate at their sole discretion. Rates posted on the website at the time of purchase will be the prevailing discount applied to the purchase.

Furthermore, Streamate reserves the right to terminate any accounts "at will". We also hold that we have the right to deny service for accounts and users, deemed as fraudulent or otherwise high risk accounts. Processing is at our discretion for refunds for claims of fraud and/or disputes via email, web chat with support, phone calls to our processor and/or requests from issuing banks, banks offering Direct Debit, card holders, and credit card issuers.

We also report at our discretion and/or cooperate with law enforcement in any claims of fraud. Please see our privacy policy for further info on this subject.

Terms of Service

Streamate provides its service to you as a registered subscriber or authorized user ("Member" or "you"), subject to the terms of this agreement. This document is a binding agreement and we shall refer to it as the "TOS" (Terms of Service). The TOS comprises the entire agreement between Streamate and you, superseding any prior agreements between you and Streamate with respect to its subject matter. Additionally, you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, software, or services.

Streamate may change the TOS at any time, subject to timely notice, posted publicly in a visible manner. You agree to review the TOS periodically to be aware of such changes. If any change is unacceptable to you, you may terminate your membership as provided in "Cancellation" below. Your continued use of Streamate following the Effective Date of any such change to the TOS constitutes acceptance of all such changes.

Your Account Information

1. You certify that YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD. You agree to provide Streamate with accurate, complete, and current registration information. Failure to do this shall constitute a breach of this agreement and unauthorized access to Streamate. Unauthorized access to Streamate could result in immediate termination of your account and subject you to civil and criminal liability. Unless you have prior written

authorization from Streamate, you may not register for additional accounts after such termination.

2. Upon registering as a Member, you will choose a display name (to be displayed in chat) and password. You may not select or use a display name of another person (unless it is also your name), a name in violation of a third party's property rights, or a display name that Streamate deems offensive or otherwise inappropriate. Streamate owns all display names and licenses them to you. Additionally, you may not use your display name in violation of the TOS or in ways Streamate deems inappropriate (e.g., sending or causing to be sent mass email solicitations). Streamate reserves the right to delete any such display name or to request deletion.
3. You are entirely liable for all activities conducted through your account. A Member may not permit another individual to use the Member's account without direct supervision by the Member.
4. Members who have had their Streamate membership terminated may not access Streamate without Streamate's prior express written (including email) permission. Members may not allow a former Member or other agent whose membership has been terminated to use their account. For additional information on re-registration and multiple accounts you can send an email to supportteam@streamate.com.
5. **Cancellation:** Members may cancel their account at any time by logging in and completing the [cancellation form](#) or any other reasonable method. If you are unable to log in or use this form, you may contact Streamate by sending email to supportteam@streamate.com. To ensure prompt and effective cancellation, please provide your Streamate login name, your full name, or the last 4 digits of the credit or debit card number or the full account number of the Direct Debit account.
6. If you are paying dollar-based fees in a currency other than U.S. dollars, your bank or financial institution may impose fees for currency exchange and for international transactions. For example, Visa and MasterCard charge a 1% processing fee on international transactions, and most card-issuing banks add their own small additional fees, generally a percentage of your overall purchase price. Similar considerations apply for any other mismatch between the currency in which fees are quoted on the site and the currency in which you make your actual payments.
7. Streamate can terminate a user membership at will or for cause as covered in Section 3 Rights and Responsibilities.
8. Premium memberships have a published prevailing rate. These fees are prominently disclosed to you prior to your authorization of the membership charge and its recurrence. Many premium memberships are time based and therefore a recurring charge is incurred by the member. An authorization of a premium membership provides you with the specified timeframe of access to premium services. An example of a specified timeframe is a 30 day recurring premium membership. Upon sign up for this premium membership, you are provided 30 days of access to the premium services. If

- you choose to cancel the recurrence of the premium membership renewal, your membership will expire at the end of the initial period of 30 days. Premium memberships are listed in your My Streamate area of the website and cancellation can be facilitated from that page.
9. Streamate sets a daily spending limit for its customers. This limit is a daily or 24 hour limit of charges. Streamate sets this limit solely at their discretion. A customer can request an increase to their daily limit by contacting supportteam@streamate.com.
 10. Rewards are issued to members at the discretion of Streamate. Rewards have no cash value and cannot be traded or used as tender.

Charges and Billing Practices

1. There is no fee for basic membership to Streamate. However, you may be subject to internet access charges as required by your local or national Internet Service Carrier/Provider. Certain Performers may set a price and terms that govern and restrict access to their respective chat. Moreover, a nominal onetime application of a two dollar (\$2 USD) transaction or "authorization" hold may be applied to your credit or debit card upon initial enrollment, which Streamate uses to confirm the integrity of your account information. (Also, federal legislation such as the Child Online Protection Act (COPA) and Communications Decency Act (CDA) mandates such practices upon certain online publishers like Streamate as documentary evidence of user maturity and majority age). This nominal amount is automatically refunded to you in the form of a credit to your Streamate account, and is credited toward the cost of any premium services you purchase. By entering a pay chat, exclusive of any applicable discounts/credits or actual time spent in a pay chat area, you expressly understand and agree that an amount equal to one minute spent in a chat area will be charged against your credit card, debit card, or Direct Debit account. You warrant and represent that you have been made fully aware of, and that you give your express consent willingly and knowingly for such authorization for said such amount(s). Customers may avoid charges entirely by choosing to limit their interactions to the free guest chat interface and to avoid other fee-based areas of the service. However, fee-based chats in which you interact via the text/video chat interface will incur charges to you at the rate set by the Performer. These fees are prominently disclosed to you prior to your willing entrance into the fee-based chat interface. For billing inquiries, or to request a detailed statement of your usage, email supportteam@streamate.com.
2. If Streamate does not receive payment from the credit or debit card issuer or its agents, or the bank authorizing the Direct Debit account, for your usage of Streamate, you agree to pay all amounts due upon demand by Streamate. Each time you use Streamate you agree and reaffirm that Streamate is authorized to charge your designated card or Direct Debit account. Your card issuer agreement or bank account agreement governs

- your use of your designated card or account in connection with Streamate, and you must refer to that agreement and not this TOS with respect to your rights and liabilities as a card holder or as a holder of a bank account. You agree that Streamate may, at its option, accumulate charges incurred during your billing cycle and submit them as one or more aggregate charges during or at the end of each cycle. This means that accumulated charges may appear on the statement you receive from your bank or card issuer. Further, you agree that Streamate may delay obtaining authorization from your bank or card issuer until submission of the accumulated charges; this delay time is defined by Streamate. You acknowledge that if you want to see the components of accumulated charges you may do so by emailing supportteam@streamate.com.
3. If Streamate does not receive the full amount of your Streamate account balance within thirty (30) days of the invoice date, an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge may be added to your bill and immediately become due and payable, at the sole discretion of Streamate. You shall be liable for all attorney and collection fees arising from Streamate's efforts to collect any unpaid balance of your account(s). You agree to be billed for and to pay any outstanding balance in the event of cancellation or termination of your Streamate account. Unless you notify Streamate of any discrepancies within thirty (30) days after they first appear on your account statement, they will be deemed acceptable by you for all purposes, including resolution of inquiries made by your card issuer or bank. You release Streamate from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Streamate within thirty (30) days of its publication.
 4. Streamate RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR ONLINE AREAS, CONTENT, PREMIUM MEMBERSHIPS, OR SERVICES PROVIDED BY Streamate OR ITS AFFILIATES. Streamate MAY ALSO ELECT, AT ITS DISCRETION, TO SUPPLEMENT SUCH NOTICE OF BILLING CHARGES THROUGH POP-UPS, EMAIL, MEMBER INBOX ON SITE, THROUGH THE U.S. MAIL TO THE ACCOUNT HOLDER, OR BY ANY OTHER MEANS DEEMED REASONABLE BY Streamate. If any such change is unacceptable to you, you may terminate your membership as provided below. Your continued use of Streamate following the effective date shall constitute your acceptance of such change.
 5. You are responsible for all charges associated with connecting to Streamate. You agree that any charges incurred to access the Internet, including but not necessarily limited to telephone charges and access fees billed by your Internet Service Provider, are entirely your responsibility. Depending on your particular location and chosen Internet Service Provider, you may be subject to long distance charges and/or other communication surcharges, which are your responsibility. You acknowledge that if you want to see the

detailed components of accumulated charges, you may do so by sending email to supportteam@streamate.com

6. If you are paying dollar-based fees in a currency other than U.S. dollars, your bank or financial institution may impose fees for currency exchange and for international transactions. For example, Visa and MasterCard charge a 1% processing fee on international transactions, and most card-issuing banks add their own small additional fees, generally a percentage of your overall purchase price. Similar considerations apply for any other mismatch between the currency in which fees are quoted on the site and the currency in which you make your actual payments.
7. The Washington State sales tax on video and club membership purchases is included in all published prices. No sales tax will be added to published prices on these purchases.

Rights and Responsibilities

1. CONTENT.

You acknowledge that: (i) Streamate contains information, communications, software, photos, videos, graphics, music, sounds, and other material and services (collectively "Content"); (ii) Such Content is provided under license by Independent Content Providers ("ICPs"), other Members, Streamate and its affiliates; and (iii) At minimum, Streamate owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. Each Member and any user of Member's account must evaluate, and bear the risk associated with any reliance on the accuracy, completeness or usefulness of any Content. Streamate does not pre-screen Content as a matter of policy; however Streamate, its affiliates, and ICPs shall have the right, but not the responsibility, to remove Content that they deem harmful, offensive or otherwise in violation of the TOS. Accordingly, you acknowledge that neither Streamate, its affiliates, nor any ICP shall assume or have any liability for any action or inaction by Streamate or its affiliates, or any ICP, with respect to Content, or Content changes within, Streamate.

2. PROPRIETARY RIGHTS.

You acknowledge the following: (i) Streamate permits access to Content that is protected by copyrights, trademarks, and other intellectual and proprietary rights ("Rights"); (ii) These Rights are valid and protected in all media and technologies existing now or later developed; and (iii) Except as explicitly provided otherwise, the TOS, applicable copyright and other laws govern your use of Content.

You agree that you may transmit on or through Streamate only Content that (1) is not subject to any Rights, or (2) any holder of Rights has given express authorization for distribution on Streamate. You represent that if you upload any files, you have the legal authorization to do so. You agree that

Streamate may employ virus-checking technology to protect its system and its members from viruses. By submitting Content to any "public area" of Streamate, you grant Streamate and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such Content. You also warrant that the holder of any Rights, including moral rights in such Content, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any Member and authorized user to access, display, view, store and reproduce the Content for personal use. Subject to the foregoing, the owner of Content placed on Streamate retains any and all Rights that may exist in such Content.

3. CONDUCT AND COMMUNICATION

You acknowledge that Streamate may contain material that may be inappropriate for minors. You recognize that communication over Streamate often occurs in real time or is posted on one of Streamate's chat rooms. You acknowledge that Streamate cannot, and does not intend to, screen communication in advance for accuracy or conformance to the TOS or any laws. However, Streamate may elect, at its sole discretion, to monitor some, all, or none of Streamate public areas for adherence to the TOS. Accordingly, you acknowledge that neither Streamate, its affiliates, nor any ICP shall assume or have any liability for any action or inaction by Streamate, its affiliates, or any ICP with respect to Content on Streamate. Any conduct by a Member that in Streamate's sole discretion restricts or inhibits any other Member, person or entity from using or enjoying Streamate or another service shall entitle Streamate to immediately terminate membership without notice. You agree to use Streamate only for lawful purposes. You may not use, or allow others to use, your Streamate account, either directly or indirectly, to:

(1) post, transmit, or promote any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, hateful, racially, ethnically or otherwise objectionable Content; (2) harass, threaten, embarrass, or cause distress, unwanted attention or discomfort upon another Member or user of Streamate or other person or entity; (3) post, transmit, promote, link, or facilitate the distribution of content that may generally be considered obscene, including, but not necessarily limited to, bestiality, urination/defecation, fisting, incest, extreme sado-masochism or bondage

presented in a sexual context, or any presentation of minors engaged in intimate physical contact or sexual situations, acted or depicted. (4) disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects other Members, users, individuals or entities, such as causing the screen to "scroll" faster than other Members or users are able to type to it or any action to a similar disruptive effect; (5) impersonate any person or entity, including, but not limited to, a Streamate official, an ICP, forum leader, guide or host, or communicate under a false name or a name that you are not entitled or authorized to use, or impersonate a minor; (6) post or transmit, or cause to be posted or transmitted, chain letters or pyramid schemes; (7) post or transmit, or cause to be posted or transmitted, any unsolicited advertising, promotional materials, or other forms of solicitation to other Members, individuals or entities, or collect or harvest screen names of other Members, without permission; (8) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private financial information from any Member; (9) violate any operating rules, policies or guidelines of any other interactive service, including, but not limited to, the operating policies of the International Areas; or (10) intentionally or unintentionally violate any applicable local, state, national, international or foreign law, including, but not limited to, any rules or regulations having the force of law.

Streamate reserves the right to protect its Members and Streamate from offensive email communication, including, but not limited to, the right to block mass email solicitations, or "junk email."

You also agree and accept that as new products become available on or through Streamate, your use of these products is subject to the TOS. In addition to Content and services provided by ICPs, Streamate, and its affiliates, others may offer Content, software or other services to Members with their own terms and conditions relating to your use. Failure to abide by these terms and conditions may result in termination of membership. Furthermore, other such networks, including Internet areas, may subject Members to their own usage policies.

Privacy Policy

INTRODUCTION

1. General. The following presents important information relating to Streamate's comprehensive Privacy Policy. Because protecting your privacy is very important to Streamate, we have established a privacy policy that safeguards your personal information, and are committed to protecting its confidentiality. We will limit the collection and use of personal information,

- or Individual Information (as defined below), to what is necessary to administer our business, provide you with the highest quality service, and offer you opportunities we think will be of interest. We will NOT disclose any Individual Information, unless by order of subpoena, or if the disclosure of Individual Information to your credit or debit card bank or the bank with which you hold a Direct Debit account may help us prove the legitimacy of your credit card or debit charge or bill. We actively participate in industry associations and community groups to support strong and effective privacy guidelines and practices in the interactive environment.
2. Types of Individual Information. Individual Information is any information, data or records that relate to your Streamate membership or use of Streamate and identifies you or your individual Member account. The three types of Individual Information are; (1) "identity and billing information," such as your name, street address, telephone number, billing information, and any screen names associated with your account; (2) "navigational and transactional information," such as information about where you go or what you buy through Streamate; (3) "private communications," such as the contents of email, or private chat room communications.

MEMBER IDENTITY AND BILLING INFORMATION

1. Collection and Storage. We may maintain the following types of identity and billing information: your name, street address, telephone number(s), length of membership, and payment information. We may also keep information on your communications with our Customer Service department and Performers, and general account history, such as accumulated usage credits or written complaints relating to your account. We safeguard Individual Information from unauthorized access and only authorized employees or agents who need to carry out legitimate business functions are permitted access to Members' Individual Information. Employees who violate Streamate privacy policies are subject to disciplinary actions, including termination when appropriate. We may use agents, who are bound by strict confidentiality guidelines, to perform storage, processing, and other limited functions on Streamate's behalf.
2. Use. We use identity and billing information to administer our business, ensure that you are properly billed and offer you opportunities (e.g. pop-ups or email) that may be of interest.
3. Disclosure. We do not release Members' telephone numbers, credit or debit card numbers, or checking account or other bank account numbers (or other Individual Information, such as navigational or transactional information or private communications content). Our policy is not to disclose identity information to third parties that would link a Members screen name(s) with a Members actual name, unless required to do so by law or legal process served on Streamate (e.g. a subpoena). Streamate, at its sole discretion, reserves the right to make exceptions to this policy in extraordinary

circumstances on a case-by-case basis. When feasible, we do allow our Members to access and verify their Member Identity and Billing Information. We also allow our Members to request corrections to this Information. Streamate intends to abide by applicable laws governing the disclosure to governmental entities of Individual Information and other records. If we are under a legal obligation to disclose Individual Information to a private citizen or entity, we may make efforts under the circumstances to notify the affected Member(s) in advance of releasing it in order to provide the Member(s) an opportunity to pursue any available legal protection.

4. **Compelling Obligation.** Although Streamate will take reasonable measures not to disclose information about you or the contents of your communications, we may be compelled to do so in the good faith belief that such action is reasonably necessary (a) to comply with the law; (b) to comply with legal process; (c) to enforce these terms and conditions; (d) to respond to claims that any content violates the rights of third parties; or (e) to protect the interests of Streamate or others.

NAVIGATIONAL AND TRANSACTIONAL INFORMATION

1. **Collection.** We may collect and store certain navigational and transactional information, such as data on the choices you make from the range of available services, and the times and ways you use Streamate.
2. **Use.** Streamate uses navigational and transactional information to personalize Streamate and for programming and editorial research. For example, we may use this information to understand our Members' reactions to menu items, Content, and services offered through Streamate and to customize Streamate based on our Members' interests.
3. **Disclosure.** Streamate will not disclose to third parties navigational or transactional information (e.g. what you view through Streamate), except to comply with applicable law or valid legal process (e.g. search warrant or court order).

PRIVATE COMMUNICATIONS

1. **Collection and Storage.** The Streamate computer system does record and retain all chat room communications. However, to keep copies of any communications, you should store them on your personal computer hard drive or in print form. You agree that Streamate may employ email virus-checking technology to protect its system and its members from viruses.
2. **Use.** Streamate treats private communications on or through Streamate as strictly confidential. Streamate does not access, use or disclose the contents of private communications, except in limited circumstances as specifically provided below. You acknowledge that private communications directed at a person or entity, including Streamate, may be used or disclosed by the

- intended recipient(s) without restrictions relating to privacy or confidentiality.
3. Disclosure. Streamate does not access or disclose the contents of private communications (e.g. email, private rooms, online communications), unless it in good faith believes that such action is necessary (1) to comply with applicable law or valid legal process (e.g. search warrant or court order); (2) to protect the rights or property of Streamate; or (3) in emergencies when Streamate believes that physical safety is at risk. Streamate reserves the right to treat as public any private chat room whose directory or room name is published or becomes generally known or available.

Streamate Software Licenses

If you are a Performer, Streamate grants to you a non-exclusive, limited license to use Streamate software to transmit your personal video signal to Streamate from authorized locations in accordance with this agreement. This license is subject to the restriction that, except where expressly permitted by law, you may not translate, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works from, Streamate software. You may not modify Streamate software or use it in any way not expressly authorized in these Rules. You agree and accept that Streamate introduction of various technologies may not be consistent across all platforms.

Warranty

MEMBER EXPRESSLY AGREES THAT THE USE OF Streamate AND Streamate SOFTWARE ARE AT MEMBERS' SOLE RISK. Streamate, Streamate SOFTWARE, AND Streamate PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR PERSONAL USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. Streamate PROVIDES THE Streamate SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT MEMBERS WILL BE ABLE TO ACCESS THE SERVICE AT A TIME OR LOCATION OF THEIR CHOOSING, OR THAT IT WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR FOR PARTICULAR PRODUCTS. Streamate ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF Streamate, Streamate SOFTWARE, AND THE INTERNET SHALL BE THE REPLACEMENT OF ANY Streamate SOFTWARE FOUND TO BE DEFECTIVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, Streamate'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. Streamate DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH Streamate, EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY

TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Indemnification

Upon Streamate's request, Member agrees to defend, indemnify and hold harmless Streamate, its affiliated companies, partners, its employees, contractors, officers, directors, telecommunications providers, ICPs from all liabilities, claims and expenses, including attorneys fees, that arise from breach of the TOS by use of, or in connection with, the transmission of any Content on Streamate or the Internet by or through Members accounts. Streamate reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Member hereunder. In such event, Member shall have no further obligation to provide indemnification for such matter.

Termination

1. Either you or Streamate may terminate your membership at any time. This is your sole right and remedy with respect to any dissatisfaction with Streamate, including, but not limited to, (1) any TOS term, policy or practice of Streamate in operating Streamate, (2) Content available through Streamate or change therein, or (3) any amount or type of fees, surcharges, billing methods, or change therein. You can terminate your membership by delivering notice to Streamate's Customer Service Department by any reasonable method, including email to supportteam@streamate.com. To ensure effective cancellation, please provide your Streamate login name, your full name, or the last 4 digits of the credit card number used to establish your account, or the country and full account number of your Direct Debit account. Your termination will take effect immediately upon Streamate's receipt of your adequate notice as described above.
2. In the event that your account is terminated or canceled, 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. Active Streamate Members may not allow former Members or other agents whose memberships have been terminated to use their accounts. Any delinquent or unpaid accounts or accounts with unresolved issues with the Customer Service department or other Streamate departments must be concluded before you may re-register with Streamate. Members using multiple accounts without prior express written permission from Streamate shall have their membership terminated.

Law

1. To the extent any conflict between this agreement and other rules exists, this agreement shall take precedence. If any part of the TOS is held invalid or unenforceable, that portion shall be construed consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and

- the remaining portions remain in full force and effect. The laws of the State of New York govern the TOS and your membership. As noted above, Member conduct may be subject to other local, state, and national laws. Member expressly agrees that exclusive jurisdiction for any claim or dispute resides in the courts of the State of New York. Member further agrees and expressly consents to the exercise of personal jurisdiction in the State of New York in connection with any dispute or claim involving Streamate.
2. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Streamate any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this agreement.

Legal Notices

Under California Civil Code Section 1789.3, California Members are entitled to the following specific consumer rights information: (consumers residing in other states may also be entitled by statute to the following information)

1. Pricing Information. There is no fee for basic membership to Streamate. However, you may be subject to internet access charges as required by your local or national Internet Service Carrier/Provider. Certain fee-only Performers may set a price and terms that govern and restrict access to their respective chat. Moreover, a nominal onetime application of a two dollar (\$2 USD) transaction or "authorization" hold may be applied to your credit or debit card upon initial enrollment, which Streamate uses to confirm the integrity of your account information. (Also, federal legislation such as the Child Online Protection Act (COPA) and Communications Decency Act (CDA) mandates such practices upon certain online publishers like Streamate as documentary evidence of user maturity and majority age). This nominal amount is automatically refunded to you in the form of a credit to your Streamate account, and is credited toward the cost of any premium services you purchase. Customers may avoid charges entirely by choosing to limit their interactions with Performers to a free guest-only chat interface and to avoid other fee-based areas of the service. However, fee-based chats in which you interact via the text/video chat interface will incur charges to you at the rate set by the Performer. These fees are prominently disclosed to you prior to your willing entrance into the fee-based video chat interface. For billing inquiries, or to request a detailed statement of your usage, email supportteam@streamate.com. Streamate reserves the right to change fees, surcharges, membership fees or to institute new fees at any

time upon with prior written notice, as posted in highly-visible public areas of the Streamate website, as provided for in the Terms of Service.