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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.

Privacy

We understand the concerns that you may have about your privacy and respect your right to protect your personal information while online. However, our Service is designed to allow users to post photographs and information about themselves for public review and comment. Accordingly, by submitting your photograph and/or any personal information, you thereby waive any privacy expectations you have with respect to our use of your likeness or personal information provided to us. If you do not wish to have your picture or information about yourself viewed by or disclosed to others, do not use our Service. We may collect certain other personal information from you that we do not post on our Site. In most cases, we do not intentionally transfer this information to unaffiliated third parties without your consent. However, we reserve the right to transfer such information without your consent to prevent an emergency, to protect or enforce our rights, to protect or enforce the rights of a third party or in response to a court order or subpoena as otherwise required or permitted by law. In addition, we provide this personal information to third-party service providers who help us maintain our Service and deliver information and services to you and other users of our Service.

Terms and Conditions of Use

Bangkoksexy.com. ("we," "us") owns and operates the Bangkoksexy.com web site (our "Site"), on which we provide a fun way for you to get the general public's opinion of how you look, a way for users to meet each other, the opportunity to view and rate how others look and various other services (our Site and such services, collectively, our "Service"). Your use of our Service is subject to the following Terms and Conditions of Use (these "Terms"). WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. YOUR CONTINUED USE OF OUR SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. ACCORDINGLY, YOU SHOULD REVIEW THESE TERMS FROM TIME TO TIME FOR SUCH CHANGES.

1. USER CONDUCT

A. In your use of our Service, you agree to act responsibly in a manner demonstrating the exercise of good judgment. For example and without limitation, you agree not to: (a) violate any applicable law or regulation, (b) infringe the rights of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights, (c) use the information available through our Service for any unauthorized purpose, (d) interfere with or damage our Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology, (e) use our Service to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others, personal contact information or credit, debit, calling card or account numbers, (f) use our Service in connection with the distribution of unsolicited commercial email ("Spam") or advertisements, (g) "stalk" or harass any other user of our Service, (h) collect or store any information about any other user other than in the course of the permitted use of our Service, (i) use our Service for any commercial purpose whatsoever or (j) assist any third party in doing any of the foregoing.

B. You are solely responsible for your interactions with other users of our Service. We will not be responsible for any damage or harm resulting from your interactions with other users of our Service. We reserve the right, but have no obligation, to monitor interactions between you and other users of our Service and take any other action in good faith to restrict access to or the availability of any material that we or another user of our Service may consider to be

obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable.

2. PRIVACY

We understand the concerns that you may have about your privacy and respect your right to protect your personal information while online. However, our Service is designed to allow users to post photographs and information about themselves for public review and comment. Accordingly, by submitting your photograph and/or any personal information, you thereby waive any privacy expectations you have with respect to our use of your likeness or personal information provided to us. If you do not wish to have your picture or information about yourself viewed by or disclosed to others, do not use our Service. We may collect certain other personal information from you that we do not post on our Site. In most cases, we do not intentionally transfer this information to unaffiliated third parties without your consent. However, we reserve the right to transfer such information without your consent to prevent an emergency, to protect or enforce our rights, to protect or enforce the rights of a third party or in response to a court order or subpoena as otherwise required or permitted by law. In addition, we provide this personal information to third-party service providers who help us maintain our Service and deliver information and services to you and other users of our Service.

3. MINORS

Our Service is intended for persons 18 years or older and we will not knowingly permit anyone under the age of 18 to use our Service.

4. USER CONTENT

A. By submitting any content (including without limitation, your photograph) to our Site, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free right and license to use, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, and for any purpose.

B. You are solely responsible for any content that you submit, post or transmit via our Service. You agree not to post or submit any content that: (a) is libelous, defamatory or slanderous, (b) contains sexually explicit content (including nudity), (c) may denigrate any ethnic, racial, sexual or religious group by stereotypical depiction or otherwise, (d) exploits images or the likeness of individuals under

18 years of age, (e) encourages or otherwise depicts glamorized drug use (including alcohol and cigarettes), (f) makes use of offensive language or images, (g) characterizes violence as acceptable, glamorous or desirable, or (h) contains any of your personal contact information other than your email address.

C. We have no obligation to post any content that you or anyone else submits. In addition, we may, in our sole and unfettered discretion, edit, remove or delete any content that you post or submit.

5. THIRD PARTY CONTENT

In your use of our Service, you may access content from third parties ("Third Party Content"), either via our Service or through links to third party web sites. We do not control Third Party Content and make no representations or warranties about it. You agree that by using our Service, you may be exposed to Third Party Content that is false, offensive, indecent or otherwise objectionable. Under no circumstances will we be liable in any way for any Third Party Content, including, without limitation, any errors or omissions in any Third Party Content or any loss or damage of any kind incurred as a result of the use of any Third Party Content posted, stored or transmitted via our Service. You agree that you must evaluate, and bear all risks associated with, Third Party Content, including without limitation, profiles of other users of our Service.

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permission, which may be requested by contacting us. You may, however, establish ordinary links and link pictures to the homepage of our Site without our written permission.

7. USERNAME AND PASSWORD

You will select a username and password when completing the registration process. You are solely and fully responsible for maintaining the confidentiality of your username and password, and are solely and fully responsible for all activities that occur under your username and password. You agree to: (a) immediately notify us of any unauthorized use of your username and password or any other breach of security and (b) ensure that you log off from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 7.

8. TERMINATION

You agree that we, in our sole and unfettered discretion, may terminate your access to our Service for any reason, including, without limitation, your breach of these Terms. You agree that any termination of your access to our Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete any of your accounts and all related information and files in such accounts and/or bar any further access to such files or our Service. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Service.

9. DISCONTINUANCE OF SERVICE

We reserve the right at any time to modify or discontinue, temporarily or permanently, any portion of our Service with or without prior notice. You agree that we will not be liable to you or to any third party for any modification or discontinuance of our Service.

10. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that: (a) that you have the full power and authority to enter into and perform under these Terms, (b) your use of our Service will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, (c) you will comply with all applicable laws in using our Service and in engaging in all other activities arising from, relating to or connected with these Terms, including, without limitation,

contacting other users of our Service and (d) you own or otherwise have all rights necessary to license the content you submit and that the posting and use of your content by us will not infringe or violate the rights of any third party.

11. DISCLAIMER OF WARRANTIES

YOU AGREE THAT:

A. IF YOU USE OUR SERVICE, YOU DO SO AT YOUR OWN AND SOLE RISK. OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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12. LIMITS ON LIABILITY

A. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE OUR SERVICE, (B) THE COST OF REPLACEMENT OF ANY GOODS, SERVICES OR INFORMATION PURCHASED OR OBTAINED AS A

RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICE, (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, (D) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE OR (E) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS.

B. WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS OF USE WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF TWO HUNDRED (\$100) DOLLARS.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF SECTIONS 11 AND 12 MAY NOT APPLY TO YOU.

13. INDEMNITY

You agree to defend, indemnify and hold us harmless from any claim, demand, action, damage, loss, cost or expense, including without limitation, reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against us arising out of your use of our Service or alleging facts or circumstances that could constitute a breach of any provision of these Terms by you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

I agree and understand fully everything written above