

TERMS OF USE
for
WWW.WOWTHEWONDEROFWOMEN.COM

Below are the Terms of Use for www.wowthewonderofwomen.com [Website].

I.

Core Agreements

1. **Parties to the Agreement.** The parties to this Agreement are you and Peter J. Mancus, dba, “Cloud 9 Photography”, hereinafter “Company”.
2. **Binding Agreement.** These Terms of Use shall constitute a binding agreement between all users of this Website and the Company. If you do not agree to be bound by the terms of this Agreement, you must leave this Website immediately.
3. **Entire Agreement.** These Terms of Use, the Privacy Policy, the rules as written on the Website [e.g., Terms and Conditions regarding purchase of a Website subscription plan], and any other legal notices published on the Website, shall constitute the entire agreement between you and the Company concerning your use of the Website and any of its services.
4. **Unrestricted Informed Consent.** Your use of this Website, any of its services, and your purchase of its products is expressly conditioned upon your unequivocal total agreement with, and acceptance of, these Terms of Use. If you do not consent to these Terms of Use, you are not permitted to access, view, use this Website or make any purchase on it. By accessing and using the Website, you acknowledge you have read these Terms of Use and have accepted these conditions.
5. **Electronic Signature.** You understand and agree that you, by entering this Website, in effect, electronically signed an Agreement with the Company whereby you automatically agreed to be bound by the Terms of Use for this Website. You further agree that this Agreement may not be denied legal effect,

validity, or enforceability solely because your electronic signature was used in its formation. You further understand and agree that electronic signatures and records are as good as their paper equivalent, and therefore subject to the same legal scrutiny of authenticity that applies to paper documents. You manifest your agreement to these Terms and Conditions by any act demonstrating your assent thereto, including clicking any button containing the words “I agree” or “Enter”. You may use and access the Website only in accordance with these Terms of Use.

6. **Severability.** If any provision of these Terms of Use is deemed invalid, void, or unenforceable by a court or arbitrator of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect, except as provided by applicable law. In that case, any such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this Agreement, so that the Agreement shall remain in full force and effect, as much as possible.
7. **No Waiver.** No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and the Company’s failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
8. **Company’s Right to Modify Terms of Use.** The Company reserves the right to change, modify, revise or amend any provision of these Terms of Use, and any other terms, policies or guidelines governing this Website or your use of same, at any time at Company’s sole discretion by providing notice, on this Website that the Terms of Use have been modified. Your continued use of this Website shall constitute your acceptance of such changes or modifications. You should review these Terms of Use whenever you access this site and at least every thirty (30) days to make certain you understand the terms and conditions then in effect that shall apply to your use of this Website.
Once we make the new terms available, these changes become

effective immediately and we ask you to read and accept them before accessing the Website.

9. **Reporting Anything Deemed Inappropriate.** If you notice inappropriate content and suspect it depicts individuals who are underage, please report it and we will process that report immediately. You can report anonymously and in doing so we will not process any of your personal data when investigating unless you provide it.
10. **Ownership of the Content and Intellectual Property.** Except for public domain material or material otherwise licensed to the Company for electronic use, all of the Content displayed at or otherwise available through the Website is proprietary content owned by the applicable lawful owners, and is protected by the copyright laws of the United States, international copyright treaties, and other laws and regulations. All intellectual property and other rights in and to the Content and other matter on the Website shall at all times remain with the lawful owners.
11. **Content Warning.** You understand that this Website's content contains a substantial number of high resolution explicit uncensored pictures of adult human females topless and nude, and you agree that you are familiar with, and not offended by, such content.

The Content is intended for distribution exclusively to consenting adults who are in locations where such Content does not violate community standards or any applicable local, state, or federal law or regulation.

II.

Policy Toward Minors

1. **Age Restriction.** No persons under the age of eighteen (18) years may directly or indirectly view or possess any of the contents of the site, subscribe to the site, or place any orders for any goods or services advertised at or in the site. By entering and remaining on this Website you affirm and warrant that you are currently at least eighteen (18) years old, the age of majority in your community, and are capable of lawfully entering into a legally binding agreement.

If you are not at least 18 or 21 years of age, depending on the age of majority in your jurisdiction, you must exit the Website immediately and may not use or access it or make any purchases.

This Website and its owner do not assume any responsibility or liability for any misrepresentations regarding a user's age.

This Website is intended to target only adults.

2. **Age Verification.** You may be asked to verify your birth date on the Birth Date Verifier™ form as a condition of entry onto the Website, pursuant to 28 U.S.C. § 1746.
You agree not to bypass any security and/or access feature on this Website.
3. **Policy Towards Minors.** This Website is not directed to persons under the age of 18 or the applicable age of majority in the jurisdiction from which the Website is accessed and we do not knowingly collect personal information from minors. If you become aware that your child has provided us with personal information, please contact us at pmancus@comcast.net. If we become aware that a minor has provided us with personal information, we take steps to remove such information and terminate that person's account.
4. **No Child Pornography.** You understand that all models appearing on this Website are, and were at the time of all recorded images, at least 18 years of age, and this Website has no child pornography. If you seek any form of child pornography, you must exit this Website immediately.
We take a strong and definite stand against child pornography and only allow images of consenting adults of legal age.
5. **Report of Child Pornography.** If you identify any images, real or simulated, depicting minors engaged in sexual activity within this Website, please report the images to pmancus@comcast.net, immediately. Please 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. We enthusiastically cooperate with any law-enforcement agency investigating child pornography.

III. Warranties

1. **Your Warranties.** You hereby represent, warrant, and affirm (the “Warranties”): A) you are at least 18 years old and the age of majority in your community; B) it is legal to view the materials where you are located; C) you will not permit any person(s) under the age of 18 (or who are otherwise not legally permitted) to have access to any of the materials contained on this website; and D) you shall never try to post anything on the Website or alter or tamper with the Website’s content
2. **Breach of the Warranties.** Any conduct that the Company, in its sole discretion, deems to be a breach of any warranty by you shall constitute a breach of the Agreement and grounds for termination.
3. **Indemnity.** You hereby agree to indemnify, defend, and hold harmless the Company and all of its agents, and each of the their heirs, successors, officers, directors, employees, assigns, agents, attorneys, representatives, and any other person or entity now or hereafter affiliated with them, and each of them (collectively, "Indemnified Parties"), of and from any and all claims, demands, causes of action, obligations, damages, losses to any person (including death) or property, penalties, attorney's fees, costs, and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, arising out of any breach by you or any other user of your account, whether or not such user has your permission, of the Agreement or the Warranties. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such event, you shall cooperate as fully as is reasonably required in the defense of any claim.
4. **Third Party Violations.** The Company does not assure or warrant that third parties or other users will comply with the Warranties or any other provision of the Agreement, and, as between you and the Company, you hereby assume all risk of harm or injury resulting from any lack of compliance.

5. **No Warranties by the Company.** The Company hereby disclaims all warranties and is making the site and service available "As Is" without warranty of any kind. You assume the risk of any and all damage or loss from use of, or inability to use, the site and/or service. To the maximum extent permitted by law, the Company expressly disclaims any and all warranties, express or implied, regarding the site and/or service, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant that the site and/or service will meet your requirements or that the operation of the site and/or service will be uninterrupted or error-free.
6. **Disclaimer of Responsibility for Outbound Links/Third Parties.** If and when the site contains links to other related Internet sites, resources, and/or third parties, your selection to do anything with any of these third parties shall be strictly between you and the third party and not the responsibility of the Company. The Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. The Company is not responsible for the availability or contents of such outside resources, and you should direct any concerns regarding any external link to the third party site's administrator or webmaster.
7. **The Company's Limited Liability.** To the maximum extent permitted by law, in no event shall the Company, or its owner, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any personal injury or property damage, of any nature whatsoever, related to your use of the site, the service, the content and/or any other materials or services provided to you by the Company, excepting such injury or damages caused by the Company's fraud, willful injury to the person or property of another, or violation of law by the Company.

IV. Access to Website

By accessing this Website, you certify that:

- 1. You are at least 18 years of age or otherwise the age of majority under the laws of your state, province or country;**
- 2. You agree that your use of this Website shall be at your sole risk;**
- 3. You further understand and acknowledge that you may be exposed to visual images, op-eds, and text that you and/or others may deem to be inaccurate, indecent, offensive, objectionable, and/or harmful to you, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Website, the Company and/or Mancus with respect thereto, and you agree to hold Website, the Company and/or Mancus harmless to the fullest extent allowed by law regarding all matters related to your access to and use of the Website.**
- 4. You know and understand that the materials presented on this Website include explicit visual depictions of adult human female nudity exclusive of explicit sexual activities, obscenity or pornography; that you are familiar with materials of this kind; that you are not offended by such materials; and that by agreeing to these Terms of Use you warrant to us that you are intentionally and knowingly seeking access to such explicit materials for your own personal viewing;**
- 5. The content on this Website is provided to you AS IS for your information and personal and non-commercial use only. You further agree that you will use the Website solely for personal and non-commercial purposes, and you will not download, make a screen shot, copy or distribute any part of the Website for any personal, non-commercial, or commercial purpose; you will not try to remove or defeat any watermark on any picture on the Website; and you will not alter, delete, add, change or edit any of these Terms of Use, and any such attempted alteration shall be void and of no effect;**
- 6. You will not use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any content from the Website, unless you are expressly authorized in writing to do so by WOW's owner, Peter J. Mancus;**

7. You will not use or launch any automated system that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser;
8. You will not collect or harvest any personally identifiable information, including account names, from the Website;
9. You will not solicit, for commercial purposes, any users of the Website or any model depicted on the Website;
10. You will not post any advertisements or solicitations of business; and
11. You will not impersonate another person.

**V.
Creation of an Account
and
Making a Purchase**

1. **Login Account.** To access some of the resources offered through the Website, you may be asked to create a user login account. In connection with creating a user login account for the Website, and/or, to pay for a subscription plan or to buy one or more prints, you agree to A) provide true, accurate, current, and complete information about yourself and B) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete at all times while you are a user of the Website.
2. **Registration Process.** As part of the registration process, you will select a unique user name and password which you must provide in order to gain access to the non-public portions of the Website.
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 Website to anyone who is below the age of majority in your jurisdiction.
3. **Your Responsibilities.** 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.

4. **Your Liability.** You are liable and responsible for any unauthorized use of the Website under your user account until you notify us by email regarding such unauthorized use.
5. **Your Duty to Keep Company Informed.** You must promptly inform us of all changes, including, but not limited to, changes in your address and changes in your credit card, if any, used in connection with the Website.
6. **Your Duty to be Honest.** If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of the Website.
7. **Acceptable Forms of Payment.** Payment for any Website subscription plan or prints may be made by cash, check, money order or credit card, in US dollars, or acceptable cash equivalents, or by other means mutually agreeable, including but not limited to, Zelle.
8. **Subscription Plans Are Not Transferable.** You may not assign or transfer to any other person or entity any subscription plan.
9. **Effect of Purchase.** In the event you purchase a Website subscription plan or print product, you will be asked to enter your credit card information and certain other information. By providing this information and selecting "Complete this transaction" you agree to be bound by the terms of sale, which includes your duty to pay in full for what you bought.
10. **All Purchases Signify You Accept Website's Terms.** If and when you purchase any Website subscription plan or print product, you, in effect, by doing so, acknowledge you have read Website's Terms of Use in their entirety, understand the terms,

consent to all the terms and conditions set forth in the Agreement, you agree to be bound by those terms, and you represent and warrant that you are currently at least 18 years old, and understand that materials presented at this site include explicit adult human female visual nudity.

11. **Transaction Processing.** You hereby authorize the Company and/or one of its authorized agents, ("Agent"), to process the transactions necessary to procure and maintain any and all subscription plans and/or to purchase any product offered for sale via the Website.
12. **Price Changes.** Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period. Where required by law, subscription plans and/or other Website products, when purchased, might require the collection of a VAT and/or other taxes. Where applicable, such taxes may be collected by the party with whom you transact for the Service, which may be the Company or its Agent.
13. **Customer Service.** If you have a question or concern or wish to make a comment or recommendation about anything relevant to the Website, please contact the site's owner [Peter J. Mancus] by email, at pmancus@comcast.net.

VI. Chargebacks

1. **Definition.** A *chargeback* is a demand by a credit card provider for a retailer, merchant or seller of a good or service to make good the loss of a fraudulent, unauthorized and/or disputed transaction, to benefit a customer.
2. **Irrevocable Binding Commitments You Make to the Company.** You irrevocably agree as follows: A) you shall not report any credit card (or other approved means of payment) utilized in such transaction as lost or stolen unless you have a genuine good faith reason to believe that the credit card (or other approved payment method) has been lost or stolen; B) you shall not dispute any charge you authorized; and C) your mere *subjective* dissatisfaction with this Website, its images, or the

benefits you perceive you did not get that you expected to get from a Website subscription plan shall *never* be an adequate basis to warrant issuing any refund, any credit, or any extension of a subscription plan's term.

3. **Suspicious Demands for a Chargeback Can Trigger Adverse Consequences for You.** If, after you make a purchase, you become disgruntled and initiate a charge back, your request for a charge back shall be comprehensively investigated. If it is determined you made a false or non-meritorious chargeback demand, per the Terms of Use, you risk being added to a blacklist with our processor and/or being barred from further access to this Website. False or non-meritorious chargebacks are highly frowned upon.

VII.

Unauthorized Access to the Website

1. **Illegality.** Unauthorized access to the Website is illegal and a breach of these Terms of Service.
2. **Liability for Improper Use of Content.** You agree to be personally liable and fully indemnify the Website's owner, Peter J. Mancus, for any and all damages directly, indirectly, and/or consequentially resulting from your attempted or actual unauthorized downloading or other duplication of Content. Such damages include, without limitation, loss of revenue, loss of profits, loss of property, fines, penalties, attorney's fees, costs, and damages resulting from civil lawsuits, administrative actions, prosecution, and/or governmentally imposed seizure(s), forfeiture(s), and/or injunction(s).
3. **Limitations And Restrictions On Use Of Content.** You acknowledge and agree that A) Website does not authorize the Content to be accessed, viewed, downloaded, used by, transmitted, broadcast, or otherwise disseminated to any person or entity located in any and all areas prohibited by law ("Prohibited Areas"); B) the Content is intended for your personal, noncommercial use only; C) you are not authorized to cause or enable others to access, view, receive or otherwise use the Content, directly or indirectly, including but not limited to (i)

anyone under the age of eighteen (18) years or the age of majority, or (ii) any person in Prohibited Areas; D) any and all unauthorized access, viewing, receipt, duplication, or other use of the Content in which you are directly or indirectly involved, shall constitute a material breach of the Agreement, intentional infringement(s) of the Website's copyright holder's copyrights, and/or other rights including without limitation, the rights of privacy and publicity; E) you are prohibited from: (i) Modifying, translating, reverse engineering, decompiling, and/or disassembling the Content; (ii) creating derivative works based on the Content; (iii) renting, leasing, or transferring any rights in the Content; (iv) removing any proprietary notices or labels on the Content; and (v) making any other unauthorized use of the Content.

VIII.

Access to Billing Records

You may obtain access to your billing records regarding charges of your use of the Website upon request as may be required by law. You may be first required to provide information sufficient to confirm the applicable account belongs to you.

IX.

Intellectual Property Rights

- 1. Website is Protected by Federal Copyright Laws. This Website, including without limitation, all content, media and materials, all Website's software, code, design, text, scripts, messages, images, photographs, illustrations, media files, artwork, graphic material, articles, databases, proprietary information, writings, slides, portraits, works of authorship, caricatures, likenesses, profiles, computer graphics and visual effects, as well as any accompanying documentation, or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Website, including, without limitation, the selection, sequence, "look and feel" and arrangement of items,**

and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world, and all of the foregoing, individually and/or collectively ("Content") and the trademarks, service marks and logos, whether or not registered, contained therein ("Marks"), are owned by or licensed by Peter J. Mancus, subject to copyright and other intellectual property rights under the relevant governing laws and conventions.

You may not copy, reproduce, distribute, broadcast, display, sell, license, or otherwise exploit the Content and/or Marks for any other purposes without the prior written consent of the respective owners.

2. **Zero Tolerance for Copyright Infringement.** The Company does not knowingly permit copyright infringing activities or infringement of intellectual property rights on Website, and the Company shall expeditiously remove infringing content in response to a valid takedown request.

Repeat copyright infringers, if any, shall have their user accounts and other access to the Website terminated.

3. **If You Suspect Copyright Infringement.** If you believe that any content appearing on the Website has been used in a manner that infringes upon your copyrights, you or your authorized agent may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A. An electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- B. Identification of the material that is claimed to be infringing or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on the Site;

- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the material;
 - D. Information reasonably sufficient to permit the Company to contact you, such as your address, telephone number or e-mail address;
 - E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
4. You can email your notice of infringement to the Company's owner, using this email address: pmancus@comcast.net.

X.

Affiliated Photographers' Submissions

1. Authorized affiliated photographers may submit their photographs to Website's owner, Peter J. Mancus, for consideration to be added to Website with photo credit given to the original photographer.
2. All Affiliated Photographers affirm/warrant that:
 - A. They have the written consent, release, and/or permission of each and every identifiable person in the submission to use the name or likeness of each individual for use in their submission(s) in the manner contemplated by these Terms of Use;
 - B. Their submission is compliant with all laws, including, but not limited to, 18 U.S.C. § 2257 and 28 C.F.R 751, if applicable;
 - C. They retain all of their copyright ownership rights in their submissions, although by submitting the material to Mancus and Website, they grant Mancus a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, modify, adapt, transmit,

translate, distribute, promote, exhibit, prepare derivative works of, and publicly display the submission, as and for a commercial profit motive;

- D. The posting of your submissions on or through the Website does not, directly or indirectly, violate any laws and does not, directly or indirectly, violate the legal rights of any person or entity, including without limitation any privacy or publicity rights, copyrights, trademark rights, trade secret rights or contractual rights; and**
- E. If anyone brings a claim against us [Website, Company or Mancus] related to your submission(s) and that claim is related to a fault, violation of these Terms of Use or any other reprehensible or culpable behavior on your part or the remedy to the consequences of any such fault, violation or behavior, you shall indemnify and hold us harmless from any claim, suit or action arising from or related to the use of the submission(s), services or violation of these Terms of Use, including for any and all liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees;**
- F. They will not submit material that depicts any person under 18 years of age (or the age of majority under the laws of your state or jurisdiction), whether real or simulated;**
- G. They will not submit material without written documentation confirming that all subjects depicted are, in fact, over 18 years of age (or the age of majority under the laws of your state or jurisdiction);**
- H. They will not submit material that is copyrighted protected by trade secret or otherwise subject to third party's proprietary rights, including privacy and publicity rights, unless they are the owner of such rights or have permission from their rightful owner to post the material and to grant Mancus a copyright license to use such submission for a commercial purpose.**

XI.

Warranty Disclaimer

- 1. By law, consumers may have certain rights which cannot be excluded or modified by a contract. Nothing in this agreement shall affect your rights available to you as a consumer.**
- 2. To the fullest extent permitted by law, Website, Company, Mancus, WOW affiliated photographers, and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof.**
- 3. The Company makes no warranties or representations about the accuracy or completeness of the Website's content and assumes no liability or responsibility for any of the following: A) errors, mistakes, or inaccuracies of content; B) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Website; C) unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; D) interruption or cessation of transmission to or from Website; E) any bugs, viruses, trojan horses, or the like which may be transmitted to or through Website by any third party; F) errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website; and G) some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.**
- 4. The Company provides this site and its services “as is” and does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising.**
- 5. The Company shall not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.**

XII.

Limitations on The Company's Liability

1. **Unforeseeable Circumstances Limit Company's Liability.** The Company 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 of third-parties, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay the Website's performance.
2. **Limit on Exposure to Liability.** To the extent permitted by law, the total liability of the Company and/or agents, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us (if any) to use the services (or, if we choose, to supplying you the services again).
3. **No Duty to Monitor or Search.** The Company is not under any general obligation to monitor the content posted on the Website and is under no obligation to actively search for fact or circumstances causing the content to be illegal, but The Company will remove or forbid access to the Website of any manifestly illegal content as soon as the Company has been notified of its existence and put on actual notice.
4. **Examples of No Basis for Company's Liability.** To the extent permitted by applicable law, and subject to acting with reasonable diligence, The Company shall not be liable for:
 - A. damages which do not result from a breach of these terms of use by Website;
 - B. loss or damage which, at the time that this agreement between you and us comes into force, does not constitute reasonably foreseeable consequences of breach by Website, Company or Mancus of the Terms of Use;
 - C. any content submitted by a user, or any other conduct of a user or third party of defamatory, injurious or illegal nature,

subject to the provisions of applicable law relating to the withdrawal of content;

- D. In no event shall Company be liable to you for any direct, indirect, incidental, lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages whatsoever resulting from any 1) errors, mistakes, or inaccuracies of content; 2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website; 3) unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; 4) interruption or cessation of transmission to or from our website; 5) bugs, viruses, trojan horses, or the like, which may be transmitted to or through our website by any third party; 6) errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not Company is advised of the possibility of such damages.
5. The foregoing limitation of liability shall apply to the greatest extent permitted by law in your applicable jurisdiction.
 6. None of the terms herein shall exclude or limit the liability of the parties for losses which could not legally be excluded or limited under applicable law.
 7. In all cases, Company and agents will not be liable for any loss or damage that is not reasonably foreseeable.

XIII.

Venue and Jurisdiction, Choice of Law, Arbitration

1. **Mutual Waiver of Right to Jury Trial.** The parties hereby waive their right to jury trial with respect to all claims and issues arising out of or relating to this Agreement whether sounding in contract or tort, and including any claim for fraudulent inducement thereof.

2. **What Law Governs Dispute Resolution.** You agree that the Terms of Use, your use of the Website, as well as any claim relating to, arising out of, or in connection with the Terms of Use and your use of the Website, shall be governed by the laws of the State of California, without regard to conflict of law provisions, except that the Federal Arbitration Act will govern all provisions relating to arbitration

Similarly, to the extent you are a consumer and the applicable local laws of your country, state, or other place of residence prevent certain disputes from being resolved pursuant to the provisions of these Terms of Use, then you can file those disputes in your local courts and these disputes will be governed by the applicable local laws of your country, state, or other place of residence.

3. **Mandatory Amicable Dispute Resolution Consultations.** You further agree that you shall endeavor to resolve any and all claims relating to, arising out of, or in connection with the Terms of Use or your use of the Website by engaging in amicable consultations with Peter J. Mancus for no less than thirty (30) calendar days. Those amicable consultations shall commence upon Peter J. Mancus' receipt of a notice of dispute containing sufficient information to identify you and the basis of your claim. The notice of dispute must be sent by registered mail to the address of Peter J. Mancus, which will be supplied upon written request.

If the dispute cannot be resolved by amicable consultations it shall be submitted by either party to Arbitration.

4. **AAA "Commercial Arbitration Rules.** The parties agree that any and all disputes or controversies of any nature between them arising at any time that cannot be resolved between the parties themselves shall be determined by confidential (to the extent permitted by law), final and binding arbitration in San Francisco County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single neutral arbitrator ("Arbitrator") mutually agreed upon by the parties.

If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the AAA.

The parties shall be entitled to conduct discovery in accordance with the California Code of Civil Procedure then in effect, provided that (i) the Arbitrator must authorize all such discovery in advance based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under the circumstances, and (ii) discovery shall be limited to depositions and production of documents unless the Arbitrator finds that another method of discovery (e.g., interrogatories) is the most reasonable and cost efficient method of obtaining the information sought.

The Arbitrator shall have the power to enter monetary damages and equitable relief as determined by the Arbitrator.

Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of such jurisdiction may require or allow.

Nothing in this section shall prevent either party from seeking interlocutory and/or injunctive relief from a court of competent jurisdiction.

Class action lawsuits and/or class-wide arbitrations aren't allowed. Nor is combining individual proceedings without the consent of all parties.

If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration.

The fees payable to AAA and the Arbitrator hereunder shall be borne equally by the parties.

The prevailing party shall *not* be entitled to reimbursement by the other party for any amount of attorneys' fees, expert witness fees, costs and expenses incurred in the arbitration.

XIV. Miscellaneous.

1. **Your Additional Responsibilities.** You are responsible for providing all equipment and the computer necessary to access the Website.
2. **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 one hundred twenty (120) 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 one hundred twenty(120) days of its publication.
3. **No Award of Attorney's Fees to Prevailing Party.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce 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 *not* be entitled to recover, in addition to all other available relief, its attorney's fees [reasonable, actual or unreasonable], incurred in connection therewith, and shall *not* be able to recover attorney's fees incurred on appeal, even if they are the prevailing party.
4. **Headings.** All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Use.
5. **Right to Bind Others.** If you access this Website on behalf of a company or entity, you warrant that you are an authorized representative of such company or entity with the right to bind such company or entity to these Terms of Use.