

**TheHomePornClub.com**  
**Terms-of-Service Agreement**

**Last Updated: April 1, 2020**

No to Never, LLC, a Pennsylvania limited liability company (the “**Company**”), welcomes you to [www.thehomepornclub.com](http://www.thehomepornclub.com) (the “**Platform**”). It is important to the Company that you and other visitors have the best possible experience while using the Platform, and that, when you use the Platform, you understand your legal rights and obligations. Please read this terms-of-service agreement, which is a binding agreement between you and the Company that governs your access to and use of the Platform, including any content, functionality, and services offered on or through the Platform. You may use the Platform only if you agree to this agreement. Please pay special attention to the following provisions: (1) **disclaimer of warranties (section 17)**; (2) **limit on liability and exclusion of damages (sections 18 and 19)**; (3) **place for resolving disputes (section 23.2)**; (4) **mandatory arbitration (section 23.3)**; (5) **class action waiver (section 23.7)**; and (6) **limitation on time to file disputes (section 23.8)**.

**Notice Regarding Dispute Resolution:** This agreement contains provisions that govern how claims you and we may have against each other are resolved (see section 23 below), including an agreement and obligation to arbitrate disputes, which will require you to submit claims you have against us to binding arbitration. Please read the arbitration provision (section 23.3) in this agreement as it affects your rights under this agreement.

**Section 230(d) Notice.** In accordance with [47 U.S.C. § 230\(d\)](#), you are notified that parental control protections (including computer hardware, software, or filtering services) are commercially available that may help in limiting access to material that is harmful to minors. You may find information about providers of these protections on the Internet by searching “parental control protection” or similar terms. If minors have access to your computer, please restrain their access to sexually explicit material by using any of the following products, which the Company provides for informational purposes only and does not endorse: [CYBERSitter™](#) | [Net Nanny®](#) | [CyberPatrol](#) | [ASACP](#).

**Minors Prohibited.** The Platform contains adult-oriented content and is not intended for minors. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Platform. The Company forbids all persons who do not meet these age requirements from accessing the Platform.

**Notice about Recurring Memberships.** Memberships automatically renew under this agreement unless you cancel before the end of your term. To cancel your membership, contact the payment processor you signed up through. On renewal, your payment method will automatically be charged at the rate in effect at the time you originally signed up.

**Child Pornography Prohibited.** The Company prohibits pornographic content involving minors. The Company only allows visual media of consenting adults for consenting adults on the Platform. If you see any visual media, real or simulated, depicting minors engaged in sexual activity on the Platform, please promptly report this to the Company at [abusehpc@thehomepornclub.com](mailto:abusehpc@thehomepornclub.com). Please include with your report all appropriate evidence, including the date and time of identification. The Company will promptly investigate all reports and take appropriate action. The Company fully cooperates with any law-enforcement agency investigating child pornography.

**Prostitution and Sex Trafficking Prohibited.** The Company prohibits the Platform from being used in any

way to engage in, participate in assist, support, promote, solicit, or facilitate any act of prostitution of another person or sex trafficking of another person. This includes using the Platform to share personal contact details or arrange face-to-face meetings. If you see any evidence of the foregoing on the Platform, please promptly report this to the Company at [abusehpc@thehomepornclub.com](mailto:abusehpc@thehomepornclub.com). Please include with your report all appropriate evidence, including the date and time of identification. The Company will promptly investigate all reports and take appropriate action. The Company will terminate the account of any person engaging in any of the foregoing and will report all individuals suspected of promoting or facilitating prostitution of another person or sex trafficking to the appropriate law enforcement agency. The Company fully cooperates with any law-enforcement agency investigating prostitution or sex trafficking.

## 1. Introduction

- 1.1 The Platform allows users to view, download, upload, discuss, and share user-generated content, including sexually explicit images and videos. By accessing the Platform, you may be exposed to graphic depictions, nudity, adult language, and descriptions of explicit sexual activity. Access and registration to the Platform require you to purchase a membership.
- 1.2 This agreement applies to all users of the Platform, whether you are a “visitor” or a “registered user.” By clicking on the “I Agree” button on the warning page, checking the appropriate box during registration, purchasing a membership, or accessing any part of the Platform, you agree to this agreement. If you do not want to agree to this agreement, you must not use or access the Platform. If you breach any part of this agreement, the Company may revoke your license to access the Platform, block your access, and cancel your account (if you have one).
- 1.3 The Company is not liable for anything that you post or say while you are using the Platform. The Company does not monitor the content of the Platform, but if the Company does see, or someone tells the Company that you have posted, something that the Company finds inappropriate, the Company may remove it and take appropriate action against you. If you post content that belongs to someone else and they get annoyed (or even call in their lawyers), the Company is not in the firing line. You have to take responsibility for what you post.
- 1.4 **The Company may change this agreement on one or more occasions by updating this page.** The top of this agreement will tell you when the Company last updated it. Changes will take effect on the “last updated” date stated on the top of this agreement. **Changes will not operate retroactively.** The Company will try to notify you when it changes this agreement if it can do so in a reasonable manner. But you should frequently check this page to make sure that you are operating under the most current version of this agreement. **The Company will consider your continued use of the Platform after it posts the changes as your acceptance of the changes even if you do not read them.** If you do not agree to the changes, your sole remedy is to stop accessing the Platform.
- 1.5 If you have any questions about this agreement or any questions or comments about the Platform, please email the Company at [info@thehomepornclub.com](mailto:info@thehomepornclub.com).

## 2. **Adult-Oriented Content.** The Platform contains uncensored sexually explicit material unsuitable

for minors. Only adults (1) who are at least 18-years old and (2) who have reached the age of majority where they live may access the Platform. **If you do not meet these age requirements, you must not access the Platform and [must leave now](#).** By accessing the Platform, you state that the following facts are accurate:

- 2.1 You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;
  - 2.2 You are aware of the adult nature of the content available on the Platform, and you are not offended by visual images, verbal descriptions, and audio sounds of a sexual nature, which may include graphic visual depictions and descriptions of nudity and sexual activity;
  - 2.3 You are voluntarily requesting adult-oriented materials for your private enjoyment;
  - 2.4 You are not accessing the Platform from a place, country, or location in which doing so would, or could be considered a violation of applicable law;
  - 2.5 All information you provide to the Company is accurate, and you will promptly update this information when necessary to make sure that it remains accurate; and
  - 2.6 You own the credit card you pay with and authorize the Company (or its authorized payment processor) to charge your credit card for the paid services.
3. **Accessing the Platform.** The Company may withdraw or amend the Platform, and any service or material it provides on the Platform, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users. Access to the Platform may require the use of your personal computer or mobile device, as well as communications with or use of space on those devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Platform.
4. **Your Account**
- 4.1 **Account Creation.** To access many of the Platform's features, you must create an account. To register, you must complete the registration process by providing the Company with accurate information as prompted by the applicable registration form. You also must choose a password and a username. The username must not be offensive and must not infringe on another person's service mark, trademark, or trade name. By registering, you state that (a) all account registration and profile information you provide is your own and is accurate; (b) if you previously had an account on the Platform, your old account was not terminated or suspended by the Company for violation of this agreement; and (c) you are creating an account for your own personal use.
  - 4.2 **Responsibility for Account.** You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must notify the Company promptly of any unauthorized use of your account or any other security breach. You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on

your account. The Company may disable any username, password, or other identifier, whether chosen by you or provided by the Company, at any time in its sole discretion for any reason or no reason, including if, in the Company's opinion, you have violated any part of this agreement.

- 4.3 **Liability for Account Misuse.** The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by the Company or another party due to someone else using your account or password.
- 4.4 **Use of Other Accounts.** You must not use anyone else's account at any time.
- 4.5 **Account Security.** The Company cares about the integrity and security of your personal information. But the Company cannot guarantee that unauthorized third parties will never be able to defeat the Platform's security measures or use any personal information you provide to the Company for improper purposes. You acknowledge that you provide your personal information at your own risk.
- 4.6 **Communication Preferences.** By registering for an account, you consent to receive electronic communications from the Company relating to your account. These communications may involve sending emails to your email address provided during registration or posting communications on the Platform and will include notices about your account (e.g., change in password, confirmation emails, and other transactional information) and are part of your relationship with the Company. You acknowledge that any notices, agreements, disclosures, or other communications that the Company sends to you electronically will satisfy any legal communication requirements, including that these communications be in writing. The Company recommends that you keep copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receive certain other communications from the Company, including newsletters about new features and content, special offers, promotional announcements, and customer surveys via email or other methods. If you no longer want to receive certain non-transaction communications, please review the [Privacy Policy](#) regarding opting out of marketing communications.

## 5. Intellectual Property Rights

- 5.1 **Ownership.** The Company owns and operates the Platform. Unless otherwise indicated, all content, information, and other materials on the Platform (excluding User Contributions, set out in section 7 below), including the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files, and the selection and arrangement of them (collectively, the "**Materials**") are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All Materials contained on the Platform are the property of the Company or its subsidiaries or affiliated companies or third-party licensors.
- 5.2 **License Grant.** The Company hereby grants you a limited, nonsublicensable license (i.e., a personal and limited right) to access and use the Platform for your personal use or

internal business use only. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Platform, except as follows:

- (a) Your computer may temporarily store copies of those materials in RAM incidental to your accessing and viewing those materials.
- (b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
- (c) You may print or download one copy of a reasonable number of pages of the Platform website for your own personal, noncommercial use and not for further reproduction, publication, or distribution.
- (d) You may download or stream any Materials to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution.
- (e) If the Company provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, on condition that you agree to be bound by the Company's end user license agreement for those applications.
- (f) If the Company provides social media features with certain content, you may take those actions as are enabled by those features.

### 5.3 License Restrictions

- (a) You must not:
  - (i) Modify copies of any Materials from the Platform.
  - (ii) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
  - (iii) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials from the Platform.
- (b) You must not access or use for any commercial purposes any part of the Platform or any services or Materials available through the Platform unless the Company agrees otherwise in writing.
- (c) If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of this agreement, your right to use the Platform will stop immediately, and you must, at the Company's option, return or destroy any copies of the Materials you have made. No interest in or to the Platform or any content on the Platform is transferred to you, and the Company reserves all rights not expressly granted. Any use of the Platform not expressly permitted by this agreement is a breach of this agreement and may

violate copyright, trademark, and other laws.

- 5.4 **Trademarks.** The Company's name; the Company logo; the term THEHOMEPORNCLUB; and all related names, logos, product and service names, designs, and slogans, as well as the look and feel of the Platform, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of the Company or its affiliates or licensors. You must not use those marks in whole or in part in connection with any product or service that is not the Company's, in any manner that is likely to cause confusion among customers, or in any way that disparages or discredits the Company, without the Company's prior written permission. Any use of these trademarks must comply with any guidelines that the Company may provide you from time to time. All other trademarks, names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners. Reference on the Platform to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation of it by the Company or any other affiliation.

## 6. Prohibited Uses

- 6.1 You must use the Platform only for lawful purposes and in accordance with this agreement and the Platform's [Community Guidelines](#). You must not use the Platform:

- (a) In any way that violates any applicable federal, state, national, provincial, local, or international law or regulation (including any laws regarding the export of data or software to and from the US or other countries).
- (b) To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- (c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards stated in this agreement or the Community Guidelines.
- (d) To transmit, or procure the sending of, any advertising or promotional material without the Company's prior written consent, including any "junk mail," "chain letter," or "spam" or any other similar solicitation.
- (e) To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including by using email addresses or screen names associated with any of the foregoing).
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by the Company, may harm the Company or users of the Platform or expose them to liability.

- 6.2 Additionally, you must not:

- (a) Use the Platform in any manner that could disable, overburden, damage, or

impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real-time activities through the Platform.

- (b) Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the Materials on the Platform.
- (c) Use any manual process to monitor or copy any of the Materials on the Platform or for any other unauthorized purpose without the Company's prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of the Platform.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- (g) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Otherwise attempt to interfere with the proper working of the Platform.

## 7. User Contributions

7.1 **In General.** The Platform allows users to distribute pre-recorded audiovisual works; to use services, such as chat, forum postings, and interactive services; and to participate in other activities and interactive features (collectively, "**Interactive Services**") in which you may create, post, submit, publish, display, perform, transmit, or store content, messages, text, sound, images, applications, code, or other data or materials on the Platform (collectively, "**User Contributions**"). All User Contributions must comply with the Content Standards stated in section 9 and the Platform's [Community Guidelines](#). Any User Contribution you post to the Platform will be considered nonconfidential and nonproprietary.

7.2 **License to the Company.** If you submit, transmit, display, perform post, or store User Contributions using the Platform, you hereby grant the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors, and assigns, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully-sublicensable, nonexclusive, and royalty-free license to (i) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display those User Contributions (including for promoting and redistributing all or part of the Platform (and derivative works of them)) in any form, format, media, or media channels now known or later developed or discovered (including on unrelated third-party websites); and (ii) use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with those User

Contributions. Should those User Contributions contain the name, identity, likeness, and voice (or other biographical information) of third parties, you state that you have obtained the appropriate consents and licenses for your use of those features and that the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors, and assigns are allowed to use them to the extent indicated in this agreement.

- 7.3 **User Contributions Representations and Warranties.** You acknowledge that you are solely responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for that content, including its legality, reliability, accuracy, and appropriateness. The Company is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user. You state that the following facts are accurate: (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors, and assigns; (b) your User Contributions do not and will not (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (ii) defame any other person; (c) your User Contributions do not contain any viruses, adware, spyware, worms, or other harmful or malicious code; (d) unless you have received prior written authorization, your User Contributions specifically do not contain any confidential information of the Company or third parties; and (e) your User Contributions otherwise comply with the Content Standards stated in section 9 and the Platform's [Community Guidelines](#).
- 7.4 **Content is Uploaded at Your Own Risk.** The Company uses reasonable security measures to protect User Contributions against unauthorized copying and distribution. However, the Company does not guarantee that any unauthorized copying, use, or distribution of User Contributions by third parties will not take place. To the fullest extent permitted by applicable law, the Company will not be liable for any unauthorized copying, use, or distribution of User Contributions by third parties, and you release and forever waive any claims you may have against the Company for any such unauthorized copying or usage of the User Contributions. **The Company provides security measures to protect User Contributions "as is" and without any warranties, guarantees, conditions, or assurances that those security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements, or other circumvention of those security measures.**
- 7.5 **Obligations Under 18 U.S.C. § 2257.** Under United States law, any visual depictions that you post or share on or through the Platform that portrays "actual sexually explicit conduct," "depictions of the genitals or pubic area," or "simulated sexually explicit activity," as those terms are defined in 18 U.S.C. §§ 2256(2)(A)(i)–(iv) and 2257A, require that you maintain the records listed under 18 U.S.C. § 2257, and any such postings must contain an "18 U.S.C. § 2257 Record-Keeping Requirements Compliance Statement." Your failure to comply with 18 U.S.C. § 2257 may make you subject to criminal and civil prosecution for the violation of federal law.

## 8. **Monitoring and Enforcement; Termination**

8.1 The Company may:

- (a) Remove or refuse to post any User Contributions for any or no reason in the Company's sole discretion;
- (b) Take any action with respect to any User Contribution that the Company considers necessary or appropriate in its sole discretion, including if the Company believes that User Contribution violates this agreement, including the Content Standards stated in section 9 or the Platform's [Community Guidelines](#); infringes any intellectual property right or other rights of any person or entity; threatens the personal safety of users of the Platform or the public; or could create liability for the Company;
- (c) Disclose your identity or other information about you to the extent required by law to any third party who claims that material posted by you violates their rights, including their intellectual-property rights or their right to privacy;
- (d) Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Platform; or
- (e) Terminate or suspend your access to all or part of the Platform for any reason, including any violation of this agreement.

8.2 The Company will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or other information of anyone posting any materials on or through the Platform. **You waive and hold harmless the Company and the Company's affiliates, licensees, and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either those parties or law enforcement authorities.**

8.3 The Company does not undertake to review material before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, the Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. The Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section 8.

9. **Content Standards.** These content standards apply to all User Contributions and the use of Interactive Services. User Contributions must comply with all applicable federal, state, national, provincial, local, and international laws and regulations. User Contributions must not:

- 9.1 Contain any material that is defamatory, libelous, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- 9.2 Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- 9.3 Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - 9.4 Violate the legal rights (including the rights of publicity and privacy) of any person or contain any material that could give rise to any civil or criminal liability under governing laws or otherwise may be in conflict with this agreement or the [Privacy Policy](#).
  - 9.5 Be likely to deceive any person.
  - 9.6 Depict private or personal information of any person.
  - 9.7 Promote or solicit any illegal activity, or advocate, promote, or assist any unlawful act, including promoting or facilitating prostitution of another person, sex trafficking, or human trafficking.
  - 9.8 Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
  - 9.9 Impersonate any person or misrepresent your identity or affiliation with any person or organization.
  - 9.10 Involve commercial activities or sales, including non-sanctioned contests, sweepstakes, and other sales promotions, barter, or advertising.
  - 9.11 Give the impression that they emanate from or are endorsed by the Company or any other person if this is not the case.
  - 9.12 Contain viruses, worms, or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications.
10. **Copyright Infringement.** If you believe that any User Contribution violates your copyright, please see the [Copyright Policy](#) for instructions on sending the Company a notice of copyright infringement. It is the Company's policy to terminate the user accounts of repeat infringers.
11. **Third-Party Content**
- 11.1 In addition to the User Contributions, the Company may provide other third-party content on the Platform (collectively, the "**Third-Party Content**"). The Company does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including regarding its accuracy or completeness. Please be aware that the Company does not create Third-Party Content, update, or monitor it. Therefore, the Company is not responsible for any Third-Party Content on the Platform.
  - 11.2 You are responsible for deciding if you want to access or use third-party websites or applications that link from the Platform ("**Reference Sites**"). The Company does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites and makes no

representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform are solely between you and that advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

12. **No Offsite Communications.** You must not use the Platform to arrange face-to-face meetings offline with any other user, including exchanging money or other consideration for sex or companionship. The Company prohibits any form of interaction with a user outside of the Platform. If you choose to do so, you do this at your own risk and the Company will not be liable to you for any consequences of your choice.
13. **Changes to the Platform.** The Company may update the Platform's content from time to time, but its content is not necessarily complete or up to date. Any of the Platform's material may be out of date at any given time, and the Company is not required to update that material.
14. **Information About You and Your Visits to the Platform.** For information about how the Company collects, uses, and shares your personal data, please review the [Privacy Policy](#).
15. **Premium Membership, Trial Memberships, Billing, and Cancellation**

#### 15.1 Premium Membership

- (a) **Ongoing Membership.** Your premium membership, which may start with a trial membership, will continue month-to-month (or any longer-term selected) and automatically renew unless you cancel your membership (or your membership is nonrecurring) or the Company terminates it. You must have Internet access and provide the Company with a current, valid, accepted method of payment. The Company or its authorized payment processor will bill the membership fee to your chosen payment method. You must cancel your premium membership before it renews each term to avoid billing of the next term's premium membership fees to your chosen payment method.
- (b) **Differing Memberships.** The Company may offer several membership plans, including special promotional plans or memberships with differing conditions and limitations. Any different material terms from those described in this agreement will be disclosed at your signup or in other communications made available to you.

- 15.2 **Trial Memberships (If Offered).** Your premium membership may start with a trial. The trial period of your premium membership lasts for the period specified during signup. The Company or its payment processor will begin billing your payment method for monthly membership fees at the end of the trial period of your premium membership, and your premium membership will automatically renew monthly unless you cancel before the end of the trial period. The Company or its payment processor may authorize your payment method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some cases, your available balance or credit limit may be reduced to reflect the authorization during your trial period. The Company or its payment processor will continue to bill your payment method monthly for your

premium membership fee until you cancel.

### 15.3 Billing

- (a) **Recurring Billing.** By starting your premium membership and providing or designating a payment method, you hereby authorize the Company or its payment processor to charge you a premium membership fee at the rate in effect when you originally signed up, and any other charges you may incur in connection with your use of the Platform, such as taxes or possible transaction fees. **Your premium membership will continue for the length of the initial term you select, and, at the end of your initial prepaid term, it will automatically renew for additional prepaid periods of the same length. You must cancel your premium membership before it renews to avoid billing of the next term's premium membership fees to your payment method.** Your account will automatically be charged at the rates in effect at the time you originally signed up.
- (b) **Price Changes.** The Company may adjust pricing for its service or any components of it in any way and at any time, as it may determine in its sole discretion. Any price changes will not affect your current membership (including any renewals) unless the Company gives you 30 days advance email notice to you.
- (c) **Billing Cycle.** The membership fee will be billed at the beginning of the initial term of your premium membership and every 30 days afterward until you cancel your premium membership (unless you selected a one-time charge when you purchased your premium membership). The Company or its payment processor automatically bills your payment method every 30 days. Membership fees are fully earned on payment.
- (d) **Billing Disputes.** If you believe that the Company has charged you in error, you must notify the Company in writing no later than 30 days after you receive the billing statement in which the error first appeared. **If you fail to notify the Company in writing of a dispute within this 30-day deadline, you waive any disputed charges.** You must submit any billing disputes in writing to [info@thehomepornclub.com](mailto:info@thehomepornclub.com) and include a detailed statement describing the nature and amount of the disputed charges. The Company will correct any mistakes in a bill and add or credit them against your future payments.
- (e) **Chargebacks.** You are liable to the Company for any credit card chargebacks or related fees that the Company incurs on your account. **If you fail to pay the Company for any credit card chargeback or related fees no later than 30 days after its initial demand for payment, you will pay the Company \$100 in additional liquidated damages, plus any costs the Company incurs for each chargeback or related fee.**
- (f) **No Refunds.** **The Company considers all purchases final when made, except that the Company may approve a refund in the form of a credit on request if exceptional circumstances exist. If you believe exceptional circumstances exist, please contact the Company at [info@thehomepornclub.com](mailto:info@thehomepornclub.com) and explain the exceptional circumstances that you believe merits a refund. The Company is not**

making any promise that it will give you a refund. If the Company provides you a refund, the Company will issue the refund in the form of a credit to the payment method you used for your purchase; the Company will not make refunds in the form of cash, check, or free services. The provision of a refund in one instance does not entitle you to a refund in the future for similar cases; nor does it obligate the Company to provide refunds in the future under any circumstance.

- (g) **Cancellation.** You may cancel your premium membership at any time, and you will continue to have access to the Platform through the end of your membership term. The Company does not provide refunds or credits for any partial-month membership periods. To cancel your premium membership, please contact the payment processor that you signed up through or email the Company at [info@thehomepornclub.com](mailto:info@thehomepornclub.com).

- 16. **Use Outside of the United States.** The owner of the Platform is based in the state of Pennsylvania in the United States. The Company makes no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your initiative and are responsible for complying with local laws.

- 17. **Warranty Disclaimers**

- 17.1 You acknowledge that the Company cannot and does not state that files available for downloading from the Internet or the Platform will be free from loss, corruption, attack, viruses or other destructive code, interference, hacking, or other security intrusions. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for keeping a means external to the Platform for any reconstruction of any lost data. The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that might infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Platform or any services or items obtained through the Platform or to your downloading of any material posted on the Platform, or on any website linked to it.
- 17.2 Your use of the Platform, its content, and any services or items obtained through the Platform is at your own risk. The Company provides the Platform, its content, and any services or items obtained through the Platform “as is,” “with all faults,” and “as available,” without making any warranty, either express or implied. The Company is not making any warranty (1) that the Platform, its content, or any services or items obtained through the Platform are or will be accurate, reliable, error-free, or uninterrupted; (2) that defects will be corrected; (3) that the Platform or the server that makes it available are free of viruses or other harmful components; or (4) that the Platform or any services or items obtained through the Platform will otherwise meet your needs or expectations.
- 17.3 The Company is not making any warranty, whether express, implied, statutory, or otherwise, including any warranty of merchantability, title, noninfringement, privacy, security, and fitness for a particular purpose. No advice or information, whether oral or written, obtained from the Company, the Platform, or elsewhere will create any warranty

not expressly stated in this agreement.

**18. Limit on Liability; Release**

18.1 The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any of the following:

- (a) Errors, mistakes, or inaccuracies of content;
- (b) Personal injury or property damage resulting from your access to and use of the Platform or its content;
- (c) Content (including User Contributions) or conduct that is infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, libelous, abusive, invasive of privacy, or illegal;
- (d) Unauthorized access to or use of the Company's servers and any personal or financial information stored in them, including unauthorized access or changes to your account, submissions, transmissions, or data;
- (e) Interruption or cessation of transmission to or from the Platform;
- (f) Bugs, viruses, Trojan horses, malware, ransomware, or other disabling code that may be transmitted to or through the Platform by any person or that might infect your computer or affect your access to or use of the Platform, your other services, hardware, or software;
- (g) Incompatibility between the Platform and your other services, hardware, or software;
- (h) Delays or failures you might experience in starting, conducting, or completing any transmissions to or transactions with the Platform; or
- (i) Loss or damage incurred because of the use of any content posted, emailed, sent, or otherwise made available through the Platform.

18.2 You hereby release the Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers from all liability arising out of User Contributions or the conduct of other users or third parties, including disputes between you and one or more other users or third parties.

**19. Exclusion of Damages; Exclusive Remedy**

19.1 Unless caused by gross negligence or intentional misconduct, the Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any direct, indirect, special (including so-called consequential damages), statutory, punitive, or exemplary damages arising out of or relating to your access or your inability to access the Platform or its content. This exclusion applies regardless of theory of liability and even if you told the Company about

the possibility of these damages or the Company knew or should have known about the possibility of these damages.

- 19.2 The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers will not be liable to you for any damages for (1) personal injury, (2) pain and suffering, (3) emotional distress, (4) loss of revenue, (5) loss of profits, (6) loss of business or anticipated savings, (7) loss of use, (8) loss of goodwill, (9) loss of data, (10) loss of privacy, or (11) computer failure related to your access of or your inability to access the Platform or its content. This exclusion applies regardless of theory of liability and even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.
- 19.3 If you are dissatisfied with the Platform or have any other complaint, your exclusive remedy is to stop using the Platform. The maximum liability of the Company and its directors, officers, employees, agents, subsidiaries, affiliates, licensors, content providers, and service providers to you for any claim will not exceed the greater of \$250 and the amount you have paid to the Company for the applicable purchase out of which liability arose even if the remedy fails of its essential purpose.
20. **Waiver of Section 1542.** With respect to the releases of liability set out in this agreement, you acknowledge that you understand the consequences of entering into the general release and discharge of all known and unknown claims as stated in this agreement and that you are familiar with the provisions of section 1542 of the California Civil Code, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You hereby waive all rights under section 1542 and under any other federal or state statutes or laws of similar effect.

21. **Scope of Disclaimers, Exclusions, and Limits.** The disclaimers, exclusions, and limits stated in sections 17, 18, and 19 apply to the greatest extent allowed by law, but no more. The Company does not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the exclusion of some damages, or other matters, one or more of the disclaimers, exclusions, or limits will not apply to you.

22. **Indemnification**

- 22.1 **In General.** You will pay the Company, its directors, officers, employees, agents, contractors, subsidiaries, affiliates, licensors, content providers, and service providers (the “**Indemnified Parties**”) for any loss of the Indemnified Parties’ that is caused by any of the following: (a) your access of, or conduct on, the Platform, including your User Contributions; (b) your conduct off the Platform; (c) your breach of this agreement or the Platform’s [Community Guidelines](#); (d) your violation of rights of any person, including intellectual property, publicity, and privacy rights; (e) your violation of any applicable law; (f) your tortious acts or omissions; or (g) your criminal acts or omissions. But you are not

required to pay if the loss was caused by the Indemnified Party's intentional misconduct.

## 22.2 Definitions

- (a) **"Loss"** means an amount that the Indemnified Party is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.
- (b) A loss is **"caused by"** an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.

22.3 **Indemnified Party's Duty to Notify You.** The Indemnified Party will notify you before the 30th day after the Indemnified Party knows or should reasonably have known of a claim for a loss that you might be compelled to pay. But the Indemnified Party's failure to timely notify you does not end your obligation, except if that failure prejudices your ability to defend or mitigate losses.

22.4 **Legal Defense of a Claim.** The Indemnified Party has control over defending a claim for a loss (including settling it) unless the Indemnified Party directs you to control the defense. If the Indemnified Party directs you to control the defense, you will not settle any litigation without the Indemnified Party's written consent if the settlement (1) imposes a penalty or limitation on the Indemnified Party, (2) admits the Indemnified Party's fault, or (3) does not fully release the Indemnified Party from liability. You and the Indemnified Party will cooperate with each other in good faith on a claim.

22.5 **No Exclusivity.** The Indemnified Parties' rights under this section 22 do not affect other rights they might have.

## 23. Dispute Resolution

23.1 **Governing Law.** Pennsylvania law governs all matters arising out of or relating to the Platform or this agreement, without giving effect to any conflicts of law principles. The predominant purpose of this agreement is to provide services and to license access to intellectual property and not a "sale of goods." This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

23.2 **Jurisdiction and Venue.** All disputes arising out of or relating to the Platform or this agreement that are not subject to arbitration will be subject to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Pennsylvania or any state court of competent jurisdiction in Philadelphia County, Pennsylvania, and each party hereby submits to the personal jurisdiction of those courts. Each party hereby waives any right to seek another forum or venue because of improper or inconvenient forum.

- 23.3 **Arbitration.** As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or relating to the Platform or this agreement, a party may demand that any such dispute be resolved by binding arbitration administered by the Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is not available) under its rules available at [www.arbresolutions.com](http://www.arbresolutions.com), and each party hereby consents to any such dispute being so resolved. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of this agreement, including any claim that all or any part of this agreement is void or voidable. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration. The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator must not award punitive or exemplary damages, or damages otherwise limited or excluded in this agreement. The arbitrator's award will include costs of arbitration, reasonable legal fees under section 23.5, and reasonable costs for expert and other witnesses. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this agreement without the advance written consent of both parties.
- 23.4 **Injunctive Relief.** The parties acknowledge that breach by either party of the obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy. Nothing in this section 23 will prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Platform, in each case without posting a bond or other security and without proof of actual money damages in connection with the claim.
- 23.5 **Recovery of Expenses.** In any proceedings between the parties arising out of or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses. For purposes of this section 23.5, "**prevailing party**" means, for any proceeding, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.
- 23.6 **Jury Trial Waiver.** Each party hereby waives its right to a trial by jury in any proceedings arising out of, or relating to the subject matter of, this agreement. Either party may enforce this waiver up to and including the first day of trial.
- 23.7 **Class Action Waiver.** All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the Company agrees otherwise, the arbitrator will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.

23.8 **Limitation on Time to Bring Claims.** A party will not bring a claim arising out of or relating to the Platform or this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.

## 24. General

24.1 **Entire Agreement.** This agreement and the Platform's [Community Guidelines](#) constitutes the entire agreement between you and the Company about your access to and use of the Platform and supersedes all earlier or contemporaneous agreements between you and the Company about access to and use of the Platform. Any additional terms on the Platform will govern the items to which they pertain.

24.2 **Changes.** The Company may change this agreement on one or more occasions. The Company will try to post changes on the Platform at least 15 days before they become effective. Changes will become effective on the "last updated" date stated at the top of this agreement. Changes will not apply to ongoing disputes or disputes arising out of (or relating to) events happening before the posted changes. While the Company will try to notify you when the Company changes this agreement, the Company does not assume any obligation to do so, and it is your responsibility to check this page to review the most current agreement frequently. By continuing to use the Platform after the Company posts changes to this agreement, you agree to the revised agreement. If you do not agree to the revised agreement, your exclusive remedy is to stop accessing the Platform. If you need more information about the changes or have any other questions or comments about the changes, please contact the Company at [info@thehomepornclub.com](mailto:info@thehomepornclub.com).

24.3 **Assignment and Delegation.** The Company may assign its rights or delegate any performance under this agreement without your consent. You will not assign your rights or delegate your performance under this agreement without the Company's advanced written permission. Any attempted assignment of rights or delegation of performance in breach of this section 24.3 is void.

24.4 **Waiver.** If the Company fails to exercise or enforce any right or provision of this agreement, it will not constitute a waiver of that right or provision. Any waiver of any provision of this agreement will be effective only if in writing and signed by the relevant party.

24.5 **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

### 24.6 Notices

(a) **Sending Notice to the Company.** You may send notice to the Company by email to [info@thehomepornclub.com](mailto:info@thehomepornclub.com) unless a specific email address is set out for giving notice. The Company will consider an email notice received by the Company only when its server sends a return message to you acknowledging receipt. The Company may change its contact information on one or more occasions by posting the change on the Platform. Please check the Platform for the most current information for sending notice to the Company.

- (b) **Sending Notice to You—Electronic Notice.** You consent to receive any notice from the Company in electronic form either (1) by email to the last known email address the Company has for you or (2) by posting the notice on a place on the Platform chosen for this purpose. The Company will consider notices sent to you by email received when its email service shows transmission to your email address. You state that any email address you gave the Company for contacting you is a current and valid email address for receiving notice, and that your computer has hardware and software configured to send and receive email through the Internet and to print any email you receive.
- 24.7 **Force Majeure.** The Company is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including (a) acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; (b) war, riot, arson, embargoes, acts of civil or military authority, or terrorism; (c) fiber cuts; (d) strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; (e) failure of the telecommunications or information services infrastructure; and (f) hacking, SPAM, or any failure of a computer, server, network, or software.
- 24.8 **No Third-Party Beneficiaries.** This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.
- 24.9 **Successors and Assigns.** This agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.
- 24.10 **Electronic Communications Not Private.** The Company does not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to the Company or from the Company as open communications readily accessible to the public. You should not use the Platform to send or receive messages you only intend the sender and named recipients to read. Users or operators of the Platform may read all messages you send to the Platform regardless of whether they are intended recipients.
- 24.11 **Electronic Signatures.** Any affirmation, assent, or agreement you send through the Platform will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.
- 24.12 **Consumer Rights Information—California Residents Only.** This section 24.12 applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following:

No to Never, LLC  
1331 Lincoln HWY  
Suite 410  
Levittown, PA 19056

Users who want to gain access to the members-only area of the Platform must be a member in good standing. The Company posts the current membership fees for the Platform on the registration page. The Company may change the membership fees at any time. Users may contact the Company at [info@thehomepornclub.com](mailto:info@thehomepornclub.com) to resolve any billing disputes or to receive further information about the Platform.

- 24.13 **Complaints—California Residents.** You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.
- 24.14 **Feedback.** The Company encourages you to provide feedback about the Platform or the Services. But the Company will not treat as confidential any suggestion or idea provided by you, and nothing in this agreement will restrict its right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.
- 24.15 **Survival.** On termination of this agreement, any provision which, by its nature or express terms should survive, will survive the termination of this agreement.
- 24.16 **Your Comments and Concerns.** You should direct all feedback, comments, requests for technical support, and other communications relating to the Platform to the Company by email to [info@thehomepornclub.com](mailto:info@thehomepornclub.com).

No to Never, LLC  
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Suite 410  
Levittown, PA 19056