



TERMS AND CONDITIONS

A. NO MINORS

WE STRICTLY PROHIBIT AND HAVE ZERO TOLERANCE FOR ANY PERSON UNDER 18 YEARS OF AGE ACCESSING, USING, OR IN ANY WAY WHATSOEVER HAVING ANY INVOLVEMENT WITH OUR WEBSITE. Our website is for adults only. IF YOU ARE UNDER 18 YEARS OF AGE OR BELOW THE AGE OF MAJORITY IN ANY PLACE WHERE YOU LIVE OR VIEW OUR WEBSITE, YOU MUST IMMEDIATELY LEAVE OUR WEBSITE NOW. We regularly cooperate with any and all law enforcement agencies. We will not hesitate when appropriate to refer violations of these requirements to the appropriate law enforcement agencies, including local law enforcement, the FBI, and/or the National Center for Missing and Exploited Children (the "NCMEC"). If you have any knowledge of any actual or possible violation of these requirements, we request and strongly encourage you to report any and all such knowledge directly to us at terms@streamate.com. If you in any way violate these requirements, you will be blocked by us from in any way using our website in the future. See further discussion below in Section D and elsewhere in these Terms and Conditions.

B. NO PROSTITUTION OR SEX TRAFFICKING

WE STRICTLY PROHIBIT AND HAVE ZERO TOLERANCE FOR OUR SERVICES BEING USED IN ANY WAY WHATSOEVER TO ENGAGE IN, PARTICIPATE IN, ASSIST, SUPPORT, OR FACILITATE ANY ACT OF PROSTITUTION, SEX TRAFFICKING OF CHILDREN, OR SEX TRAFFICKING BY FORCE, FRAUD, OR COERCION. This includes but is not limited to you may not use our Services: (1) to exchange any personal contact information with one of our performers or to have any communication with one of our performers which would in any way result in any type of face-to-face meeting involving you and one of our performers; or (2) to discuss in any way with one of our performers any type of transaction whatsoever involving use of any other service or method of interfacing with one of our performers, such as use of any other Internet based service or product. Any violation of these prohibitions will result in immediate cancellation of your membership and account with us and you will be blocked from ever using our Services in the future. We will cooperate fully with any criminal investigation by any law enforcement agency of any type.

C. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS. YOU ARE BOUND BY THEM. These Terms and Conditions are at times referred to herein as "this Agreement." A Table of Contents listing the different Sections of these Terms and Conditions is included as Exhibit A at the end of these Terms and Conditions.

Our website is an interactive computer service. By visiting our website or by using any service, product, software or other aspect of our website (which together are referred to herein as "our Services"), you are agreeing to be bound by all provisions stated in these Terms and Conditions and all provisions stated in our Privacy Notice. By using our Services, if you are not in the European Union, you are entering into a binding agreement between you and ICF Technology, Inc., a Washington USA company. If you are in the European Union, by using our Services, you are entering into a binding agreement between you and ICF Tech EU B.V., a Netherlands company. As used in these Terms and Conditions, the words "Streamate," "we," "us," or "our" refer to either ICF Technology, Inc. or ICF Tech EU B.V., as applicable to your situation. You are referred to in these Terms and Conditions as "you," "your," or "Member." Any reference in this Agreement to "our website" or "Streamate's website" refers to streamate.com and any other website owned by or affiliated with Streamate. If you do not agree to be bound by these Terms and Conditions, then you must leave our website now and not use our Services.

We may, in our sole discretion, amend or change these Terms and Conditions and our Privacy Notice at any time. You agree to be bound by any such amendments or changes. You should periodically review the most up-to-date versions of these Terms and Conditions and our Privacy Notice.

D. NO ACCESS BY MINORS AND NO EXPLOITATION OF CHILDREN

As stated above in Section A and elsewhere in these Terms and Conditions, in order to be a Member of, use, access, or have any involvement of any type whatsoever with our website, you must be at least 18 years old and the age of majority in any place you live or view our website. If you are not 18 years old and the age of majority in any place you live or view our website, you must immediately leave our website now and not access or use our website in the future.

Additionally, and as discussed throughout these Terms and Conditions, we strictly prohibit our Services or our website from being used in any way whatsoever to engage in, participate in, assist, support, or facilitate any act in any way involving the actual or possible exploitation of children. THIS INCLUDES WE STRICTLY PROHIBIT ANY POSTING, SHARING, OR DISCUSSION OF CHILD PORNOGRAPHY OF ANY TYPE WHATSOEVER ON OUR WEBSITE. We also prohibit any discussion or reference whatsoever in any way to children or anyone under 18 years of age on our website. This includes but is not limited to we prohibit any type of roleplaying or other conduct which involves any person acting or posing as a person under 18 years of age.

Also, as discussed in Section E and elsewhere in these Terms and Conditions, we strictly prohibit: (1) any minor or any other person from using the Member account of a different person; and (2) any minor or any other person from using the credit card of another person in purchasing our Services.

If you are aware or have any knowledge whatsoever of any actions which are or may be a violation of any of these requirements or any action which would in any way relate to the actual

or possible sexual exploitation of children, we encourage and strongly request you report any such knowledge directly to us at terms@streamate.com. We will not hesitate when appropriate to report these actions or facts to the appropriate law enforcement agencies, including but not limited to local law enforcement, the FBI, and/or the NCMEC. In addition, any person engaging in any type of the prohibited conduct discussed above or elsewhere in these Terms and Conditions will be blocked by us from ever using Streamate's website in the future. If a Member engages in any such prohibited conduct, the Member's account will be closed and the Member will be blocked from opening another account at any time in the future.

E. MEMBERSHIP

By visiting our website or by becoming a Member of our website, you acknowledge and certify the following:

1. You are at least 18 years old and the age of majority in each and every jurisdiction in which you live or view our website.
2. You will not provide or permit access or use of your account or our Services to any minor or any other person, and you will not engage or take any action while visiting our website or using our Services which in any way promotes or discusses in any way any action or topic involving sexual activity of any type involving minors.
3. Our Services may not be accessed or used where prohibited by local law or other law. Your use of our Services must be in compliance with all applicable laws, rules, regulations, and ordinances.

In visiting our website or using our Services, you may encounter Content that may be considered sexually explicit, offensive, indecent or objectionable, which Content may not be specifically identified as such. YOU FULLY ASSUME ALL RISK OF LOSS AND HARM ARISING OUT OF YOUR USE OF OUR SERVICES.

You are responsible for maintaining the confidentiality of and restricting access to your account and password. You agree to accept sole responsibility for all activities that occur under your account or password. You agree to contact our customer service department immediately of any breach of security or unauthorized use of your account or any violation of these Terms and Conditions by others of which you are aware.

Since our website may contain links or ads to third-party websites or services, you acknowledge and agree that we have no control over, do not endorse, and are not responsible in any way for any actions taken by or damages sustained by you relating to such third-party websites or services. Please note you may be subject to additional terms and conditions that apply when you use third-party websites or services.

When registering as a Member of our website and continuing during the term of your Membership, you agree to provide us with accurate, complete, and current registration information. Failure to do this shall constitute a breach of these Terms and Conditions and

unauthorized access to our website. Unauthorized access to our website could result in immediate termination of your account and subject you to civil and criminal liability. Unless you have prior written authorization from us, you may not register for additional accounts after any such termination.

Upon registering as a Member, you will choose a display name (to be displayed in chat) and password. You may not select or use a display name of another person, a name in violation of a third party's property rights, or a display name that is or we deem offensive or otherwise inappropriate. We own all display names and we license them to you. Additionally, you may not use your display name in a way which violates these Terms and Conditions or in a way we deem inappropriate in our sole discretion. We reserve the right to delete any display name.

You are entirely liable for all activities conducted through your account. A Member may not permit another individual to use the Member's account. Members who have had their Membership terminated may not access our website without our prior express written (including email) permission. For additional information on re-registration and multiple accounts, please email supportteam@streamate.com.

Members may cancel their account at any time by logging in and completing the cancellation form. If you are unable to log in or use this form, you may contact us by sending an email to supportteam@streamate.com. To ensure effective cancellation, please provide your login name, your full name, and the last 4 digits of your credit or debit card number (or the full account number associated with your alternative payment method). As discussed below in Section H, we reserve the right to terminate your account at any time for any reason in our sole discretion.

F. CHARGES AND BILLING PRACTICES

U.S. Headquarters
IFC Technology, Inc.
PO Box 21508
Seattle, WA 98111
USA

European Headquarters
IFC Tech EU B.V.
Haaksbergweg 75, 1101 BR
Amsterdam, Netherlands

We charge NO fees for unlimited and unrestricted access to our website's free picture archives, free live guest chat rooms, profiles, and all other free Members-only services. If access to pay live video chat rooms requires an additional fee, the amount of any such fee will be prominently disclosed to you prior to entering the pay chat room. Paid chat room fees are solely at the discretion and control of the performer. No charge or transfer will be made to your credit card or related to your alternative payment method without your authorization by accessing the Pay Per Minute areas on your Membership account or authorizing a premium Membership. A premium Membership is a membership that enables you to access services beyond per minute chat or free Members-only services, such as videos or Club Membership.

The amount and possible recurrence of all premium Membership fees will be clearly disclosed to you.

By entering the clearly marked Pay Per Minute areas where available, you authorize us to make a charge, or transfer related to your billing method, of the posted rate, as well as any taxes and service charges that may apply. Credit card users and certain debit card users will be charged 2 US dollars or an amount equal to the first full minute, whichever is greater, upon entering this area. This nominal amount is automatically refunded to you in the form of a credit to your account once you purchase any premium services. For billing inquiries, or to request a detailed statement of your usage, you may email supportteam@streamate.com.

You may also choose to make purchases by use of "GOLD." GOLD is a site currency that you can send to a performer in addition to a performer's per minute chat rate. One GOLD is equal to 1 US dollar. The amount of GOLD given will be added to any streaming charges incurred and billed in the same manner. Should your first purchase be to send GOLD, the total GOLD amount will be billed immediately and only be sent to the performer upon a successful collection. The use of GOLD is completely voluntary and is not required.

There is no fee for basic Membership of our website. However, a nominal onetime authorization may be applied to your credit or debit card upon initial enrollment, which we use to confirm the integrity of your account information. This authorization is typically \$2.00 USD, but may vary depending on your payment method or billing currency. The authorization may show on your statement for a few days, but it will expire within 7-14 days and then the entire amount of the authorization will be refunded to your credit or debit card.

Some alternative billing methods do not involve this nominal credit card authorization. In some situations, if you decide to enter a fee-based or premium area of the site, however, you must then upgrade to a full membership. At that time, we may apply a similar nominal charge not to exceed five dollars (\$5.00 USD), or an amount of your choosing. The nominal amount will always be prominently disclosed. This nominal amount is automatically refunded to you in the form of a credit to your Streamate account, and is credited toward the cost of any premium services you purchase.

Premium Memberships have a published prevailing rate. These fees are prominently disclosed to you prior to your authorization of the Membership charge and its recurrence. Many premium Memberships are time based and therefore a recurring charge is incurred by the Member. An authorization of a premium Membership provides you with the specified timeframe of access to premium services. An example of a specified timeframe is a 30 day recurring premium Membership. Upon signing up for a premium Membership, you are provided 30 days of access to the premium services. If you choose to cancel the recurrence of the premium Membership renewal, your Membership will expire at the end of the initial 30 day period. Premium Memberships are listed in your My Account area of our website and cancellation can be facilitated from that page.

We set a daily spending limit for our Members. This daily limit is a rolling 12-hour limit of charges you may incur. We set this limit in our sole discretion. You can request an increase to your daily limit by contacting supportteam@streamate.com.

You agree that we may, in our sole discretion, accumulate charges incurred during your billing cycle and submit them as one or more aggregate charges during or at the end of each billing cycle. This means that accumulated charges may appear on the statement you receive from your bank, card issuer, or other payment source. Further, you agree that we may delay obtaining authorization from your bank, card issuer, or other payment source until submission of the accumulated charges, which delay will be chosen by us in our sole discretion. You acknowledge that, if you want to see the components of accumulated charges, you may do so by emailing supportteam@streamate.com.

If you are paying dollar-based fees in a currency other than U.S. dollars, your bank or financial institution may impose fees for currency exchange and for international transactions. For example, Visa and MasterCard typically charge a 1% processing fee on international transactions and most card-issuing banks add their own small additional fees, generally a percentage of your overall purchase price. Similar considerations apply when there is a difference between the currency in which fees are quoted on our website and the currency in which you make your actual payment. In some situations, we might be able to change your billing currency. To inquire about this, contact supportteam@streamate.com.

The Washington State sales tax on video and club Membership purchases is included in all published prices. No additional Washington State sales tax will be added to published prices on these purchases.

You are responsible for all charges associated with connecting to our website and all amounts owed to your internet service provider. You agree that all such charges incurred by you are entirely your responsibility. For example, depending on your particular location and chosen internet service provider, you may be responsible for long distance charges and/or other communication surcharges.

Funds transferred to your account, as well as discounts and promotional pricing associated with your account, will expire as applicable, except where prohibited by applicable laws. We reserve the right to set the expiration date of these items in our sole discretion. Rewards are issued to Members in our sole discretion. Rewards have no cash value and cannot be traded or used as tender.

If we do not receive payment via your payment method for your use of our Services, you agree to pay all amounts due upon demand by us. Each time you use our Services, you agree and reaffirm that we are authorized to charge or make a transfer related to your billing method. If we do not receive the full amount of your account balance within thirty (30) days of the invoice date, an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge may be added to your bill and immediately become due and payable, in our sole

discretion. You shall be liable for all attorney fees and collection fees arising from our efforts to collect any past due and unpaid balance of your account.

You agree to be billed for and to pay any outstanding balance in the event of cancellation or termination of your account. Unless you notify us of any discrepancies within thirty (30) days after they first appear on your account statement, they will be deemed acceptable by you for all purposes, including resolution of inquiries made by your card issuer or bank. You release us and all our representatives from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within thirty (30) days of its publication.

WE RESERVE THE RIGHT, AT ANY TIME, TO CHANGE OUR FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR ONLINE AREAS, CONTENT, PREMIUM MEMBERSHIPS, OR SERVICES PROVIDED BY US OR OUR AFFILIATES. WE MAY ALSO ELECT, IN OUR SOLE DISCRETION, TO PROVIDE NOTICE OF BILLING CHARGES THROUGH POP-UPS; EMAIL; MEMBER INBOX ON SITE; U.S. MAIL TO THE ACCOUNT HOLDER; OR BY ANY OTHER MEANS DEEMED REASONABLE TO US. If any such change is unacceptable to you, you may terminate your Membership as provided below. Your continued use of our website following the effective date of any such change shall constitute your acceptance of any such change.

G. REFUND POLICY

All sales are final. We have a "no refunds" policy. In our sole discretion and in extraordinary circumstances, we may provide credits in the form of free time or provide discounts in the event you experience technical difficulties that you demonstrate to have made a sincere effort to resolve. We do not provide cash refunds, unless we determine in our sole discretion that extraordinary circumstances apply. Discount rates posted on our website can be changed in our sole discretion and without prior notice by us to you. Any such discount will be based on the rates posted on our website at the time of purchase.

H. TERMINATION

We reserve the right to terminate your Membership at any time for any reason in our sole discretion.

This includes but is not limited to we have the right to deny service for accounts and users which in our sole discretion are deemed to be fraudulent or otherwise high risk accounts. We also reserve in our sole discretion the right to report to and cooperate with law enforcement agencies with respect to any claims of potential fraud. Please see our Privacy Notice for further information on this subject.

You also may terminate your Membership at any time, subject to your continuing duty to pay all charges incurred by you. You agree this is your sole remedy with respect to any dissatisfaction with us, including but not limited to your dissatisfaction with our Terms and

Conditions, any Content available on our website, any amount or type of fees or charges, or our billing practices. You can terminate your Membership by delivering notice to our Customer Service Department by sending an email to supportteam@streamate.com. To ensure effective cancellation, please provide your log-in name, your full name, and the last 4 digits of your credit or debit card number (or the full account number associated with your alternative payment method).

In the event your account is terminated or canceled, no refund (including but not limited to any Membership fees) will be granted and no online time or other credits will be credited to you or can be converted to other form of reimbursement. Active Members may not allow former Members or other persons, whose Memberships have been terminated, to use their accounts. Any delinquent or unpaid accounts with unresolved issues with our Customer Service Department or any other of our departments must be fully paid or otherwise resolved before you may re-register with our website. Members using multiple accounts without prior express written permission from us shall have their Membership terminated.

I. CONTENT

As used in these Terms and Conditions, the word "Content" shall mean any photographs, images, videos, messages, texts, emails, graphics, banner ads, music, sounds, communications, information, software, or any other type of content whatsoever. You acknowledge and understand that our website permits access to Content that is protected by copyrights, trademarks, and other intellectual property rights ("Proprietary Rights"), which Proprietary Rights are valid and protected in all media and technologies existing now or later developed.

In the event you submit or post any Content of any type to or on our website, you acknowledge and agree that you have the legal right to do so, and that any such Content is not being used by you in any way which violates any other entity's Proprietary Rights. By submitting or posting to or on our website any Content, you grant us and our affiliates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such Content. You also warrant that all other holders of any Proprietary Rights (including moral rights) in any such Content have completely, validly, and irrevocably granted to you the right to grant the license stated in this paragraph. You also permit any Member and authorized user to access the Content for personal viewing. You agree that we may employ virus-checking technology to protect our website from viruses.

You shall not record, copy, make a video of, or in any way reproduce any of the Content appearing on Streamate's website, including but not limited to any part or portion of a live performance. Additionally, you shall not post on another website, send to another person, or in any other way whatsoever redistribute any of the Content available on Streamate's website, including but not limited to any part or portion of a live performance.

You understand you must evaluate and bear the risk associated with any reliance on the accuracy, completeness or usefulness of any Content contained on our website. We, our affiliates, and any independent content providers shall have the right, but not the responsibility, to remove Content that is deemed harmful, offensive, or in violation of these Terms and Conditions. You recognize communications over our website often occur in real time or are posted on one of our website's chat rooms. You acknowledge we cannot screen communications in advance for accuracy or conformance to these Terms and Conditions or any laws. However, we may elect, in our sole discretion, to monitor some, all, or none of our public areas for adherence to these Terms and Conditions. Accordingly, you acknowledge neither we, our affiliates, nor any independent content provider shall assume or have any liability for any action or inaction with respect to Content or Content changes on or within our website.

You also agree and acknowledge that any Content which you may submit or post to or on our website is not in violation of any of the prohibited conduct described in these Terms and Conditions.

J. PROHIBITED CONDUCT

You also agree and acknowledge that any Content which you may submit or post to or on our website is not in violation of any of the prohibited conduct described in these Terms and Conditions.

1. Engage in, assist with, cause, promote, or facilitate in any way any activity which in any way violates Section A or any other Section of these Terms and Conditions regarding prohibited access to or use of our Services by any person less than 18 years of age or less than the age of majority in any place the person views our website.
2. Engage in, assist with, cause, promote, or facilitate in any way any activity which in any way violates Section B or any other Section of these Terms and Conditions regarding no prostitution or sex trafficking.
3. Harass, stalk, abuse, threaten, or in any way attempt to meet with any of the performers or models associated with our website.
4. Provide any of your personal contact information to any performer or model associated with our website.
5. Record, copy, make a video of, or in any way reproduce any of the Content available on Streamate's website, including but not limited to any part or portion of a live performance. You also shall not post on another website, send to another person, or in any other way whatsoever redistribute any of the Content available on Streamate's website, including but not limited to any part or portion of a live performance.
6. Intentionally or unintentionally violate any applicable local, state, national, international, or foreign law, rule or regulation of any kind.
7. Post, submit, or in any way exchange or distribute any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, hateful, or racially or ethnically objectionable Content, as discussed in other Sections of these Terms and Conditions.

8. Harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort upon another Member or other user of our website or any other person or entity.
9. Post, transmit, promote, link, or facilitate the distribution of Content that may generally be considered unlawfully obscene, including but not limited to bestiality, urination/defecation, fisting, incest, extreme sadomasochism or bondage presented in a sexual context, or any presentation of minors engaged in intimate physical contact or sexual situations, acted or depicted.
10. Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects other Members, users, individuals or entities.
11. Impersonate a minor; impersonate any other person or entity (including but not limited to one of our representatives or a performer); or communicate under a false name or a name that you are not entitled or authorized to use.
12. Post or submit (or cause to be posted or submitted) a chain letter or pyramid scheme.
13. Post or submit (or cause to be posted or submitted) any unsolicited advertising, promotional materials, or other forms of solicitation to other Members, individuals or entities, or collect or harvest screen names of other Members, without permission.
14. Post or submit (or cause to be posted or submitted) any communication or solicitation designed or intended to obtain a password of an account or private or financial information from any Member.
15. Violate any operating rules, policies or guidelines of any other interactive service or website in any way.
16. Spread or distribute any spam, viruses, bugs of any type whatsoever, junk email, or mass email solicitations.

K. PROMOTIONAL EMAILS

We may send promotional or marketing emails to you if you have registered with us. If you receive any such email, you will be given the opportunity to unsubscribe from future emails by following the instructions in the email. If you otherwise have any issues concerning any email you receive from us, please contact Support at supportteam@streamate.com.

Some of our trusted partners may email a registered user to present special offers. However, we do not allow spam or illegal or misleading emails relating to our site. Please contact Support at supportteam@streamate.com if you receive any such spam or misleading emails in any way related to our website. If we become aware of any such email, we will take appropriate disciplinary or corrective action. Our disciplinary or corrective action may include termination of services, expulsion from our website, forfeiture of payments, and others.

L. MOBILE PHONE NUMBERS

If you have provided us your mobile phone number, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if

available, solely to allow verification of your identity and to compare information you have provided to us with your wireless operator account profile information for the duration of the business relationship. See our Privacy Notice for how we treat your data. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

M. DISCLAIMERS

YOU AGREE YOUR USE OF OUR SERVICES SHALL BE AT YOUR SOLE RISK. WE PROVIDE OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR PERSONAL USE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, RELATED COMPANIES, AGENTS, AND OTHER REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH OUR SERVICES AND YOUR USE OF OUR SERVICES (INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND OTHERS). OUR SERVICES ARE PROVIDED ON A COMMERCIALY REASONABLE BASIS. WE DO NOT GUARANTEE THAT A MEMBER WILL BE ABLE TO ACCESS OUR SERVICES AT A TIME OR LOCATION OF MEMBER'S CHOOSING.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR WEBSITE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICES OR APPEARING ON OUR WEBSITE IN ANY ADVERTISING OR OTHERWISE. WE WILL NOT BE A PARTY TO OR IN ANY WAY 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.

N. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY LIABILITY TO YOU OF ANY TYPE WHATSOEVER. IN NO EVENT WILL WE OR OUR OFFICERS, MANAGERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, RELATED COMPANIES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) RESULTING FROM: (1) ANY ERRORS, MISTAKES, OR ACTIONS BY US IN ANY WAY RELATED TO YOUR USE OF OUR SERVICES OR OUR WEBSITE; (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR USE OF OUR SERVICES OR ACCESS TO OUR SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVICES, SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON OUR

SERVERS; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS OF ANY KIND WHATSOEVER OF ANY TYPE IN ANY WAY RELATED TO OUR SERVICES INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE RELATED IN ANY WAY TO OUR SERVICES.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT YOU CLAIM THERE WAS ANY PROBLEM WITH YOUR USE OF OUR SERVICES, YOU AGREE THAT YOUR SOLE REMEDY SHALL BE TO SEEK REIMBURSEMENT FOR ANY FUNDS PAID FOR OUR SERVICES, AND WE SHALL HAVE SOLE DISCRETION TO DETERMINE IF ANY PORTION OF YOUR FUNDS SHOULD BE REIMBURSED TO YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES IN ANY WAY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. BOTH PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHTS TO ANY LONGER STATUTE OF LIMITATIONS.

O. INDEMNIFICATION

You agree to indemnify, hold harmless and defend us and our officers, managers, owners, shareholders, directors, employees, parent company, related companies, agents, and other representatives from and against any and all lawsuits, claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) in any way related to or arising from: (1) your use of and access to our Services or use of your account by any other person; (2) your violation of any term of these Terms and Conditions; (3) your violation of any third-party right, including without limitation any copyright, trademark, patent, other intellectual property right, privacy right, or any other right; (4) any claim that your Content caused damage to a third party; or (5) any action by you which is negligent, tortious or otherwise wrongful. We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you hereunder. This defense and indemnification obligation will survive these Terms and Conditions and your use of our Services.

P. GOVERNING LAW; VENUE; NO JURY TRIAL

These Terms and Conditions and this Agreement shall be governed by and construed exclusively in accordance with the internal laws of the State of Washington, USA, without giving effect to Washington's principles of conflicts of law. As noted above, Member conduct may be subject to other local, state, and national laws. Any legal action or proceeding with respect to these Terms and Conditions and this Agreement or any issues related thereto shall be brought in and venue

shall lie in the King County Superior Court for the State of Washington, USA, or the United States District Court for the Western District of Washington at Seattle, which courts shall have exclusive jurisdiction concerning any such legal action or proceeding. Each of the parties hereto hereby irrevocably waives any objection (including without limitation any objection to venue based on the grounds of inconvenient forum), which it may now or hereafter have to the exclusive venue of any such legal action or proceeding being in such above specified courts. However, if you are a user located in the European Union, then the exclusive jurisdiction and forum for any legal action or proceeding with respect to these Terms and Conditions and this Agreement or any issues related thereto is a court located in Amsterdam, Netherlands.

The parties to this Agreement agree that each party hereby waives any right to a jury trial. Thus, in the event any lawsuit is ever filed by any party relating to this Agreement or the subject matters hereto, the court will be the trier of fact in any such lawsuit and there will be no jury in any such lawsuit.

Q. GENERAL PROVISIONS

These Terms and Conditions shall constitute the entire agreement between you and us, superseding any prior agreements, writings, or communications between you and us with respect to the subject matters discussed in these Terms and Conditions. If any part or portion of these Terms and Conditions is held invalid or unenforceable, that part or portion shall be construed consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining parts and portions shall remain in full force and effect.

No failure by us to enforce or seek remedies for violations of any term or provision contained in these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision in any way.

You also agree and accept that as we make available any new products on or through our website, your use of these products is subject to these Terms and Conditions. In addition to Content and services provided by us, our affiliates, and independent content providers, other entities may offer Content, software or other services to Members with their own terms and conditions and usage policies relating to your use. Failure to abide by those terms and conditions may result in termination of your Membership to our website. Third party trademarks referenced in or in any way related to our Services are the property of their respective owners.

As stated above, we reserve the right to amend or change these Terms and Conditions and this Agreement at any time and without direct notice to you. Any such amendment or change will occur by us placing the amended version of this Agreement on this website. You should periodically review this website to see if we have amended this Agreement in any way. The last date that this Agreement has been amended is prominently stated below. Your use of our

Services following any such amendments will signify your assent to and acceptance of any such amendments.

This website is owned and operated by:
streamate.com

Last Amended: April 9, 2021

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