

Terms and Conditions of Use

1. INTRODUCTION AND ACCEPTANCE

These “**Terms and Conditions of Use**” apply to the Website controlled by Faux Online, Inc. (“**Faux Online**”, “**us**”, “**we**”, or “**our**”). “**Website**” include sites hosted by one or more web servers (however accessed and/or used, whether via personal computers, mobile devices or otherwise (collectively, “**Computer**”)) and other interactive features, applications or downloads that are operated by us and that are available through, or interact with, Website where these Terms and Conditions of Use are posted.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE), YOU ARE AGREEING TO COMPLY WITH THESE TERMS AND CONDITIONS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH BELOW. THESE TERMS AND CONDITIONS OF USE REQUIRE YOU TO AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT, WAIVE A RIGHT TO A JURY TRIAL, GRANT US CERTAIN RIGHTS AND LICENSES, PROVIDE US CERTAIN INDEMNITIES, DISCLAIM WARRANTIES, AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU. READ THEM CAREFULLY. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE.

You agree that these Terms and Conditions of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of the Website and the materials and information available on the same. In addition to these Terms and Conditions of Use, Faux Online has established a Privacy Policy to explain how user information is collected and used by Faux Online, Inc. A copy of this Privacy Policy can be found here: **[Privacy Policy](#)** and is incorporated by reference into these Terms and Conditions of Use. By accessing or using the Website, you are signifying your acknowledgement and agreement to Faux Online, Inc.’s Privacy Policy.

2. INTELLECTUAL PROPERTY

Unless otherwise explicitly specified, the Website (including past, present and future versions) and included content (and any derivative works or enhancements of the same), including, but not limited to, all layout, text, illustrations, instructions, files, images, designs, software, scripts, graphics, photos, sounds, music, videos, information, advertising copy, content, materials, products, services, URLs, technology, documentation, interactive features, the “look and feel” of the Website, the compilation, assembly and arrangement of the materials of the Website and any and all copyrightable material (including source and object code), (collectively, the “Website Content”) and all intellectual property rights to the same are owned or controlled by us, our licensors, or both. Additionally, all trademarks, service marks, trade names, trade identities and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms and Conditions of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms and Conditions of Use are expressly reserved.

3. WEBSITE ACCESS AND USE

(A) Access to the Website, including, without limitation, the Website Content, is provided for your information and personal use only. When using the Website, you agree to comply with all applicable federal, state, and local laws, including, without limitation, copyright law. Except as expressly permitted in these Terms and Conditions of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, subject to your strict compliance with these Terms and Conditions of Use, you may

download (temporary storage only), display, view use, play and/or or print (as applicable) one (1) copy of the Website Content (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display on your Computer) on any single Computer for your limited, personal, non-exclusive, revocable, non-assignable and non-transferable use only. In some instances, we may permit you to have greater access to and use of Website Content. You acknowledge that you do not acquire any ownership rights by downloading, printing or otherwise using or accessing the Website Content.

(B) Furthermore, except as expressly permitted in these Terms and Conditions of Use, you may not: (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notices on the Website or Website Content or on any copy you make of the Website Content; (ii) circumvent, disable or otherwise interfere with security-related features of the Website, including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content; (iii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Website or Website Content for any purpose without the express written permission of Faux Online, Inc., frame the Website or Website Content except to the extent we have given you explicit permission to do so, or use any of our trademarks as meta tags. Notwithstanding the foregoing, Faux Online, Inc. grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time; (iv) collect or harvest any personally identifiable information from the Website, including, without limitation, user names, passwords, e-mail addresses; (v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval; (vi) attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same; (vii) decompile, reverse engineer, disassemble, modify or attempt to discover any Website source or object code or any software or other products, services or processes accessible through any portion of the Website; (viii) use network-monitoring software to determine architecture of or extract usage data from the Website; (ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership without permission, etc.); (x) use the Website Content in a manner that suggests an association with any of our networks, products, services or brands; (xi) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or (xii) engage in any conduct that restricts or inhibits any other user from using or enjoying the Website or that violates these Terms and Conditions of Use.

(C) You agree to cooperate fully with Faux Online, Inc. to investigate any suspected or actual activity that is in breach of these Terms and Conditions of Use.

4. CONDITIONS FOR LINKING TO WEBSITE

We hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Website and does not criticize or otherwise injure us, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved. Notwithstanding anything to the contrary contained in these Terms and Conditions of Use, we reserve the right to prohibit linking to the Website for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above. Upon written request from us, in our sole discretion, you will remove any linking to any sites you own or control or to which you have linked the Website.

5. USER REGISTRATION

(A) In order to access or use some (or potentially all) of the features of the Website, you may have to become a registered user or member. If you are under the age of eighteen (18), then you are not permitted to register as a user, purchase a membership or otherwise submit personal information to Faux Online, Inc. For more information about children, see Section E of our Privacy Policy.

(B) If you become a registered user, you will provide true, accurate, current and complete registration information about you as may be prompted by any registration forms and, if such information changes, you will promptly update the relevant registration information. During registration, you may be required to create a username and password (a "Membership"), which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership and for restricting access to your Computer so that others may not access any password protected portion of the Website using your username in whole or in part. If you register with us, you agree to accept sole responsibility for all activities that occur under your Membership, whether or not you have authorized the activity. You agree you will not sell, transfer or assign your Membership or any Membership rights. You agree to notify us immediately at Faux Online, Inc. PO Box 66453 Houston, TX 77266 of any breach of security or unauthorized use of your Membership. We reserve the right to terminate your account or otherwise deny you access to the Website in our sole discretion for any or no reason without notice and without liability.

(C) The Website uses PayPal services for secure transactions for registration and membership purchases. If you purchase a membership, we do not keep any credit card information on file and use secured servers for all transactions. Faux Online, Inc. reserves the right to change, without notice, the method of handling financial transactions on the Website.

(D) All fees paid to become a registered user or member are **NON REFUNDABLE**. If you pay a fee to become a registered user or member and decide that you do not want access to the Website content, do not like the Website content, or believe the Website content is not worth the fee, those fees are still non refundable.

6. WEBSITE CONTENT & THIRD PARTY LINKS

(A) We provide the Website, including, without limitation, Website Content for entertainment, educational and promotional purposes only. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) Techniques, methods, and procedures shown on the Website are performed by professionals. You should practice any technique, method, or procedure shown on the Website in a limited and controlled setting prior attempting it. We are not responsible for the failure of any technique, method or procedure shown on the Website. Under no circumstances will we be liable for any loss or damage caused by the failure of any technique, method or procedure to produce results as reflected in the Website.

(C) The Website may contain recommendations or refers to products or services manufactured or sold by third parties. You are responsible to follow all instructions and recommendations for the use of those third party products and services. You assume sole responsibility for your use of third-party products and services.

(D) If there is a dispute between you and any manufacturer or vendor of a product or service advertised or recommended on the Website, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release Faux Online, Inc. and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(E) The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

7. MOBILE

The Website may include certain features and services that may be available via your mobile phone (collectively, the "Mobile Services"). We typically do not charge for Mobile Services. Your carrier's normal messaging, data and other rates and fees will, however, still apply. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services you agree that we may communicate with you regarding the Website and our partners by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services will be communicated to us. You agree that in connection with the Mobile Services for which you are registered for, we may send communications to your mobile device regarding us or other parties. Further, we may collect information related to your use of the Mobile Services. If you have registered for Mobile Services, you agree to notify us of any changes to your mobile number and update your account(s) on the Website to reflect this change.

8. INDEMNIFICATION

You agree to **defend, indemnify and hold harmless** Faux Online, Inc. and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website, including using any technique, method, procedure or product demonstrated on the Website; (ii) any actual or alleged violation or breach by you of these Terms and Conditions of Use; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. To the full extent permitted by applicable law, **this indemnity extends to claims, liabilities, losses, damages, obligations, costs and expenses caused by an indemnified party's negligence**, excluding only damages caused by an indemnified party's sole negligence.

9. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, FAUX ONLINE, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CUSTOM, TRADE, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR THE USE OF ANY TECHNIQUE, METHOD OR PROCEDURE DEMONSTRATED ON THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR

UNINTERRUPTED, TIMELY OR ERROR-FREE; (7) WARRANTIES THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (8) WARRANTIES THAT THE WEBSITE (OR THE SERVER THAT MAKES IT AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. LIMITATION ON LIABILITY

(A) UNDER NO CIRCUMSTANCES IS FAUX ONLINE, INC. OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF FORSEEABLE OR IF FAUX ONLINE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THE TECHNIQUES, METHODS OR PROCEDURES DEMONSTRATED ON THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION ALSO APPLIES WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT IS THE CUMULATIVE LIABILITY OF FAUX ONLINE, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES MORE THAN THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY FAUX ONLINE, INC. DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE, THESE TERMS AND CONDITIONS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION WILL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability or of warranties are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. TERMINATION

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason, including, without limitation, if you have failed to comply with the letter and spirit of these Terms and Conditions of Use. You agree that Faux Online, Inc. will not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(B) If you become a registered user, you may terminate your Membership at any time by sending a notice to Faux Online, Inc. P.O Box 66453 Houston, TX 77266.

(C) Any suspension or termination will not affect your obligations to us under these Terms and Conditions of Use. The provisions of these Terms and Conditions of Use which by their nature should survive the suspension or termination of your Membership or these Terms and Conditions of Use will survive, including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions below. Upon suspension or termination of your

Account, you will immediately discontinue use of the Website Content and destroy any copies of Website Content in your possession, including deleting any downloaded Website Content from your Computer.

12. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms and Conditions of Use will be construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Any legal proceedings against Faux Online, Inc. that may arise out of, relate to, or be in any way connected with our Website, these Terms and Conditions of Use, and which are not subject to the arbitration provisions of Section 15 below, will be brought exclusively in the state and federal courts of Texas in Harris county and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

13. DISPUTE RESOLUTION; BINDING ARBITRATION

In the Dispute Resolution Section only, "we" and "us" are used to refer to you and Faux Online, Inc. together.

(A) We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem and the proposed resolution. You agree to contact us with Disputes by contacting us at the address provided below. We will contact you based on the contact information you have provided us.

(B) We each agree to finally settle all Disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms and Conditions of Use and can award the prevailing party(ies) damages and relief. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(i) "Disputes" are any claims or controversies against each other related in any way to the Website, Website Content or these Terms of Use - this includes claims you bring against us, our employees, agents, affiliates or other representatives, and claims Faux Online, Inc. may bring against you; provided, however, that any issues relating to Faux Online, Inc.' intellectual property rights, including any such rights Faux Online, Inc. claims that may be in dispute, will only be subject to arbitration if Faux Online, Inc.' General Counsel agrees in writing to have such subject to arbitration.

(ii) If either of us wants to arbitrate a Dispute, we agree to send written notice to the other providing a description of the Dispute and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: Faux Online, Inc., P.O Box 66453 Houston, TX 77266. We agree to make attempts to resolve the Dispute. If the parties cannot resolve the Dispute within forty-five (45) days of receipt of the notice to arbitrate, then either of us may submit the Dispute to formal arbitration.

(iii) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a Dispute is subject to arbitration.

(iv) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. In the event AAA is unwilling or unable to set a hearing date within forty-five (45) days of the filing of a "demand for arbitration", then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") or any other mutually agreeable arbitration administration service. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 or www.adr.org. and from JAMS at (949) 224-1810 or <http://www.jamsadr.com>. If applicable law requires Faux Online, Inc. to pay a greater portion of the arbitration fees then provided under the applicable arbitration service's rules in order for the arbitration

provision to be enforceable, Faux Online, Inc. will have the discretion to elect to pay such fees and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's award will consist of a written statement stating the disposition of each claim and will provide a statement of the essential findings and conclusions on which the award is based. The award will be enforceable by any court with jurisdiction over the parties.

(v) The arbitration will be conducted by a single neutral arbitrator who is a lawyer or a retired judge. If an in-person hearing is required, the arbitration hearing will be conducted in Harris County, Texas. The federal or state law that applies to these Terms of Use will also apply during the arbitration.

(vi) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the Dispute must be brought in court. The provisions of this Section will not apply to any legal action taken by Faux Online, Inc. to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Website, any Website Content, your User Content and/or Faux Online, Inc.' intellectual property rights.

(vii) Except where prohibited or limited by applicable law, the prevailing party(ies) in the arbitration will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which are incurred in connection with the arbitration.

(C) Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court in Harris County, Texas.

14. WAIVER OF CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, YOU AND FAUX ONLINE, INC. EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

15. WAIVER OF JURY TRIAL

TO THE EXTENT ALLOWED BY LAW, YOU AND FAUX ONLINE, INC. EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

16. AMENDMENT

(A) We reserve the right in our sole discretion and at any time without prior notice and for any reason, to modify or discontinue any aspect or feature of the Website or to modify or add to these Terms of Use ("Updated Terms"). In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms and Conditions of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Updated Terms or Additional Terms will be effective immediately upon notice, either by posting on the Website so that they are accessible via a link on the homepage or by notification by e-mail or conventional mail. It is your responsibility to review the Terms and Conditions of Use and the Website from time to time for any Updated Terms or Additional Terms. Your access and use of the Website after we have posted the Updated Terms (or engaged in such other conduct as we may reasonably specify) or applicable Additional Terms will signify your assent to and acceptance of the same, which will be effective as of the time of posting, or such later date as may be specified therein, and will apply to your use of the Website from that point

forward. If you object to any Updated Terms or to any Additional Terms, you may terminate your Membership as provided above or, if you do not have a Membership, your only recourse is to immediately discontinue use of the Website.

17. TERRITORIAL RESTRICTIONS

Software related to or made available by the Website and/or Website Content may be subject to United States export controls. Thus, no software from the Website and/or Website Content may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Website and/or Website Content, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods.

18. MISCELLANEOUS

(A) Any delay or failure on the part of us to exercise or enforce any rights under these Terms and Conditions of Use to which we may be entitled will not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. Faux Online, Inc. has the right to determine your compliance with these Terms and Conditions of Use in our sole discretion. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and will not be given any legal import. If any provision of these Terms of Use is held to be unlawful, void, or for any reason invalid or unenforceable, then that provision will be deemed severable from these Terms and Conditions of Use and the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

(B) These Terms and Conditions of Use (including the Privacy Policy and any Updated Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms and Conditions of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Faux Online, Inc. may assign these Terms and Conditions of Use or any rights hereunder without your consent and without notice.