

## Standard Terms and Conditions of Adult Entertainment Membership

Thank you for your interest in our Site. We hope you enjoy our vast site as much as we do producing it for you! One of our most important features is live customer service. Our call center is open 24/7, so please feel free to call us at 603-465-9088 if you have any questions about your membership, or need help with anything.

All information you submit to us is STRICTLY CONFIDENTIAL! We do not share your information with anyone and it is never transmitted over the internet for any reason. Your trust is our most valued commodity!

*Before you can join, you must read and agree to these terms and conditions, INCLUDING A BINDING ARBITRATION REQUIREMENT. Please read them carefully. By purchasing a Membership to the site you are joining (each a "Site"), you become a Subscriber and agree to be bound by these Terms and Conditions (the "Agreement"). This agreement is subject to change by us at any time. Changes are effective without notice upon each Subscriber, and it is your obligation as a user to check these Terms and Conditions regularly.*

### DEFINITIONS

The term "Site", as referred to herein shall mean – The site which you are purchasing a username and password (Login) from Wasteland Inc., DBA "The Phoenix Group", "us", "our", or "we" in order to access that site and its contents and benefits of membership, and all pages that are permitted to be accessed with your Subscriber Membership.

The term "Member" or "Membership", as referred to in the terms and conditions shall mean – the Subscriber or user of a valid username and password (login) for the Site during the term of membership.

The term "Subscriber", or "you" as referred to herein shall mean – the end-user, or consumer, of the services of the Site, which is presumably the holder of a valid username and password (Login) for the Site. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY THAT OCCURS UNDER YOUR USERNAME AND/OR ACCOUNT.** It is each Subscriber's responsibility to protect their username and password. You agree to indemnify, defend, and hold us harmless, on an ongoing basis as any expenses occur, for any and all damages of any nature which are i) related to activity that occurs under your username and password, or ii) incurred by your breach of this Agreement.

The term "Login", as referred to herein shall mean – the combination of unique username and password that is sold by us and used to access the Site. A Login is a license to use the Site for a period of time for which a Subscriber has an active Membership.

The term "Bookmarking", as referred to herein shall mean – The act of placing a webpage (URL) into a temporary file on the Subscribers browser so that the subscriber may return to that page at a future date directly, without passing through any pages that may have been precedent.

### DESCRIPTION of BILLING

All charges will discreetly appear as "The Phoenix Group" or "ThePHXGroup" on your credit card statement.

### SUBSCRIPTION FEES

The Subscriber is responsible for paying periodic subscription fees according to the then-current terms of the Site. Subscription fees are non-refundable once your username and password have been used to access the Site.

### ELECTRONIC RECEIPT

Upon request, Subscribers will be given, via e-mail, electronic receipts and/or access to billing records that support charges for use of the Site. In the absence of a request, Subscriber waives e-mail notification of purchase.

### BILLING

Subscription fees are automatically renewed at the end of the original term selected, for a like period of time (with the exception of trial memberships - please see below) unless notice of termination is received from the Subscriber no less than forty-eight (48) hours prior to renewal date and time – which shall be set to your local date and time when you activate your Membership. If you purchase our two day (forty-eight [48] hours) trial membership, your membership will automatically rebill at our monthly thirty (30) day rate of \$19.95 and thereafter, unless notice of termination is received from the Subscriber twelve (12) hours prior to trial renewal date and time. Please note that the time restrictions set forth above are **for cancelations via email only**. (We include this time restriction because an actual human must deal with your email cancellation request.)

If you cancel via electronic mail (support@phoenixgrp.com), please provide three (3) of the following pieces of information; the name of the site you joined, your name, the email address you used to join, and/or your username. Cancellation requests with missing or inaccurate information will not be considered valid. If we can't look-up your membership record, we cannot cancel it. Canceling via the [automated form](#) or calling our 24/7 live customer service number (603-465-9088) is immediate.

Unless and until this agreement is cancelled in accordance with the terms hereof, Subscriber hereby authorizes us to charge Subscriber's credit card (or other approved facility) to pay for the ongoing cost of membership. Subscriber hereby further authorizes us to charge Subscriber's credit card (or other approved facility) for any and all purchases of products, services and entertainment provided by the site. Our monthly memberships are thirty (30) days in length, quarterly are ninety (90) days and our annual memberships are three-hundred and sixty (360) days.

**NON-ASSIGN  
- ABILITY/THEFT OF  
LOGIN**

Your Membership, username, and password (Login), may not be assigned or transferred to any other person or entity. Subscriber must promptly inform us and the Site of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password. Until we and the Site are notified, by e-mail or by telephone of any breach in security, the Subscriber will remain liable for any unauthorized use of the Site.

**TERMINATION**

Subscription to the Site may be terminated at any time, and without cause, by either The Phoenix Group or the Subscriber upon notification of the other by electronic mail (email), conventional mail, telephone, fax or through the automated form. When termination is requested by a Subscriber, subscription fees are NOT refunded. Subscribers are liable for charges incurred by them until termination of service.

**REFUNDS**

In the event that a refund is issued, ALL refunds will be made by crediting the credit card that was used to make the original purchase. NO refunds will be made by cash or check.

**LICENSE  
/ AUTHORIZATION OF  
USE**

Memberships to the Site are provided for personal, non-commercial use by customers of the Site. As customers, visitors to the Site are hereby granted a single copy license to download (on a single computer only) or print copies of any of the information found on the Site for personal, non-commercial use only. Commercial use of the site, or any material located on it, is strictly prohibited. In addition, you may not modify any of the materials found on the Site; use them for any public display, performance, sale or rental; remove, modify or alter any copyright or other proprietary notice, or trademarks therefrom; or transfer any material located on the Site to any other person or entity.

We and the Site reserve the right to terminate this license at any time and for any reason, in which case you will be obligated to immediately destroy any information downloaded, printed or otherwise copied from the Site.

By becoming a Member of the Site, you agree to accept emails containing, transaction receipts, login reminders, general customer service requests, informational updates and specials. Informational updates and specials may be opted-out of by emailing [support@phoenixgrp.com](mailto:support@phoenixgrp.com).

Access to and use of the Site is through a combination of a username and a password (Login). Each Subscriber must keep their Login strictly confidential. For security reasons, we will not release passwords for any reason, to anyone other than the Subscriber, except as may be specifically required by law or court order. Unauthorized access to the Site is a breach of this Agreement and a violation of law.

This site strictly forbids the use of automated software to download en mass our content. Our security system will detect use of such and ban your account immediately with no refund.

**BOOKMARKING**

Bookmarking to a page on the Site whereby the Warning page(s) and/or terms and conditions are by-passed shall constitute an implicit acceptance of the terms and conditions herein and an explicit acknowledgement of age of majority.

**DISCLAIMERS**

THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT

OF INTELLECTUAL PROPERTY OR FITNESS FOR A PARTICULAR PURPOSE. WE OFFER NO ASSURANCE OF UNINTERRUPTED OR ERROR FREE SERVICE. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED ON THE SITE. ANY OF THE INFORMATION OFFERED ON THE SITE MAY CHANGE AT ANY TIME WITHOUT NOTICE.

WE MAKE NO REPRESENTATION AS TO ANY OF THE INFORMATION FOUND AT THE SITE. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL OR INFORMATION AVAILABLE ON THE SITE, EVEN IF WE HAVE BEEN ADVISED OF SUCH DAMAGES.

Subscribers are responsible for providing all personal computer, software, and communications equipment necessary to gain access to the Site.

All materials on the Site are copyrighted and are protected under treaty provisions and worldwide copyright laws. The Site's materials may not be reproduced, copied, edited, published, transmitted or uploaded in any way without written permission. Except as expressly stated in the limited license provision of these terms and conditions, purchase of a Membership does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

**We make no representation that the materials available on the Site are appropriate or available for use in other locations, and access to them from jurisdictions where their contents are illegal is strictly prohibited.**

If the Site enables Subscribers to share information with other Subscribers, Subscribers agree not to submit, publish, or display on the Site any defamatory, inaccurate, abusive, threatening, racially offensive, or illegal material. Transmission of such material that may violate any international, federal, state, or local law, is prohibited and is a breach of this Agreement. Subscribers agree not to engage in advertising to, or solicitation of other Subscribers to buy or sell any products or services through the Site without prior written consent. Subscribers are responsible for information they send, or display through the Site even if a claim should arise after termination of service. All messages shall be deemed to be readily accessible to the general public. Do not use the Site for any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages entered into this Site can and may be read by the operators of the Site, whether or not they are the intended recipient(s).

The Subscriber hereby warrants and represents that they are over the legal age required in the jurisdiction in which they reside to view the Site, and are in all respects is qualified and competent to enter into this agreement. You agree to indemnify, defend, and hold us harmless, on an ongoing basis as any expenses occur, for any and all damages of any nature which are related to a breach of this section, or a breach of this Agreement.

**AGREEMENT TO VIEW  
ADULT MATERIAL**

The Site is designed and intended SOLELY for ADULTS - people who are over the legal age required in the jurisdiction in which they reside to view the Site -- who are interested in and wish to have access to visual images, verbal descriptions and audio sounds of a sexually oriented, frankly erotic nature. The materials which are available within this Site may include graphic visual depictions and descriptions of nudity and sexual activity and should NOT be accessed by anyone who is younger than the legal age required in the jurisdiction in which they reside or are located in to view the Site or who does not wish to be exposed to such materials. By purchasing a Membership you are making the following statements:

"Under penalty of perjury, I swear/affirm that as of this moment, I am an adult, at least over the legal age required in the jurisdiction in which I am located and in which I reside to view the Site." "I promise that I will not permit any person(s) under the legal age required in the jurisdiction in which they reside and are located in to view the Site to have access to any of the materials contained within this Site." "I understand that when I gain access to this Site, I will be exposed to audio sounds, visual images, and verbal descriptions of a sexually oriented, bluntly erotic nature, which may include graphic visual depictions and descriptions of nudity and sexual activity. I am voluntarily choosing to do so, because I want to view, read and/or hear the various materials which are available, for my own personal enjoyment, information and/or education. My choice is a manifestation of my interest in sexual matters, which is both healthy and normal and, which, in my experience, is generally shared by average adults in my community. I am familiar with the

standards in my community regarding the acceptance of such sexually oriented materials, and the materials I expect to encounter are within those standards. In my judgement, the average adult in my community accepts the consumption of such materials by willing adults in circumstances such as this which offer reasonable insulation from the materials for minors and unwilling adults, and will not find such materials to appeal to a disagreeable interest or to be patently offensive."

**ADDITIONAL  
TERMS AND  
CONDITIONS**

In addition to these Terms and Conditions, the Site may have additional Terms and Conditions that are an integral part of this Agreement. Terms or Conditions which may be listed at the Site shall in no way invalidate any of the Terms and Conditions listed here. All Terms and Conditions apply to us, the Site, and you.

You agree to the terms and conditions specified by any page or site linked to this Site.

**SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a competent adjudicator finds that any of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**NOTICE**

Notices by the Site to Subscribers may be given by means of electronic messages through the Site, by a general posting on the Site, by email, or by conventional mail.

Notices by Subscribers may be given by electronic messages , conventional mail, telephone or fax unless otherwise specified in the Agreement. All questions, complaints, or notices regarding the Site to us must be directed [here](#).

**PRIVACY POLICY**

To view are privacy policy, please [click here](#)

**CONTACT  
INFORMATION**

Wasteland, Inc  
379 Amherst Street  
Suite #253,  
Nashua NH 03063 USA

Contact Number: 603-465-9088  
Fax Number - 603-465-9095  
Email: [support@phoenixgrp.com](mailto:support@phoenixgrp.com)

**CHOICE OF LAW** You agree that this Agreement shall be construed according to the laws of the United States, State of New Hampshire without regard to any laws of conflicts of law, and that any dispute related hereto may only be brought in the federal or state courts serving Hillsborough County, New Hampshire. You agree to waive any right to a trial by jury.

**ARBITRATION** PLEASE READ THIS SECTION CAREFULLY! IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim arising out of or relating in any way to your use of the Site or this Agreement, and the formation, validity, enforceability, scope, or applicability of this Agreement, including this arbitration clause (referred to as a "Claim") will be resolved as follows:

Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

The arbitral tribunal shall have the sole power to rule on any challenge to its own jurisdiction without any need to refer such matters first to a court and all issues regarding arbitrability shall be decided solely by the arbitral tribunal.

- The place of arbitration shall be Nashua, New Hampshire.
- The language of the arbitration shall be the English language.

The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s) and the relief requested. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested.

The tribunal shall consist of three arbitrators, appointed as follows:

The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. No party and no one acting on behalf of any party shall communicate ex parte with an arbitrator or a candidate for arbitrator concerning the arbitration, except that a party, or someone acting on behalf of a party, may communicate ex parte with a candidate for party appointment in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or independence in relation to the parties or to discuss the suitability of candidates for selection of the chair.

Any challenge of an arbitrator for lack of impartiality or other ground shall be decided by the mutually agreed upon, third arbitrator.

The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law.

The tribunal shall decide the procedures to be followed in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority or by the chair if no majority is possible. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees.

The parties expressly waive and forego any right to punitive, exemplary, or similar damages unless any applicable law(s) requires that compensatory damages be increased in a specified manner.

The parties further agree that judgment may be entered upon the award by any court having jurisdiction.

**CLASS ACTION: WE EACH AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH PARTY HERETO WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT TO A CLAIM.**