

TERMS OF SERVICES (DVD PASS/GOLD VIP)

Last modified date: April 25, 2017

Before Subscriber's transaction can be completed, Subscriber to the DVD Pass or GOLD VIP status must read and agree to these terms and conditions. By applying for access and or services from this website, Subscriber is agreeing to these terms and conditions, and is agreeing to be legally bound by them. This agreement is subject to change at any time. Changes are effective when posted on this site without notice upon each subscriber.

0. Preamble

1. Subscriber data is for internal use only and will be treated confidential.
2. All transactions are SSL encrypted.
3. Subscriber's credit card will be billed immediately after purchase.
4. After purchase Subscriber will receive an email notification with all payment details. The contract is closed between customer and shop as soon as the order is submitted.
5. All orders will be processed immediately.
6. All questions will be answered within two working days.
7. We recommend to print out the transaction data and Terms and Conditions and to keep them at an easily accessible place.
8. Prohibited for people under legal age in their respective country.

1. Definitions

1. "Member" or "Membership," shall mean the subscriber or user of a valid username and password for the site during the term of membership.
2. "MG Billing" shall mean any of the companies billing the Subscriber including any additional billing companies used by MG Billing or changes thereof.
3. "Site" shall mean the website for which subscriber is purchasing a username and password in order to access the site and its materials and obtain the benefits of membership.
4. "Subscriber" shall mean the user of the services of the site and holder of a valid username and password for the Site.
5. "Access rights," shall mean the combination of unique username and password that is used to access a site. An access rights is a license to use a Site for a period of time that is specified.
6. "Bookmarking," shall mean a URL placed into a temporary file on the subscriber's browser so that the subscriber may return to that page at a future date without having to type in its username and password.

2. Description of Services

MG Billing will provide one access right to access the Site and its materials for which Subscriber is purchasing a membership.

3. Billing

Probiller.com, MGBill, Vendo, Segpay, WTS, or others (depending on Subscriber geographical location) may appear on Subscriber's credit card, bank statement, or phone bill for all applicable charges. If multiple venues are joined utilizing any payment method, Subscriber's statement will list each individual purchase comprising the transaction. MG Billing may include other information on Subscriber statement based on credit card association, telephone regulation, NACHA and any other mandated rules and regulations. If Subscriber elects to use a checking account to purchase a subscription to this site, a debit will be executed on their checking account.

4. Payment / Fee

The Sites may have periodic subscription fees at the time of the initial enrolment for subscription (for instance regarding the DVD Pass and the GOLD VIP status). The member is responsible for such fees according to the terms and conditions of such Site.

5. Automatic Recurring Billing (If Selected By Subscriber On The Sign Up Page)

In accordance with the terms and conditions of the Site subscription fees may be automatically renewed at or after the end of the original term selected, for a similar period of time and for a similar or lower amount, unless notice of cancellation is received from the Subscriber. Unless and until this agreement is cancelled in accordance with the terms hereof, Subscriber hereby authorizes MG Billing to charge subscriber's chosen payment method to pay for the ongoing cost of membership. Subscriber hereby further authorizes MG Billing to charge subscriber's chosen payment method for any and all additional purchases of materials provided on the site.

6. Agreed upon Method of Communication

MG Billing and the Subscriber agree that a transaction receipt will be provided via email to the subscriber's address provided at the time of initial enrolment. Subsequent transactional updates may be communicated to the Subscriber through the members' area on the Site upon login to ensure receipt in the event Subscriber has unsubscribed from email communications.

7. Electronic Receipt

Subscribers will receive an email receipt to their email provided upon initial subscription. Subscriber may request a copy of the account of charges of their membership to the Site but MG Billing does not guarantee the availability of such records more than 365 days after Subscription date. Requests must be made directly to MG Billing. To contact MG Billing refer to Customer Support links on the Site.

8. Cancellation

At any time, and without cause, subscription to the service may be terminated by either: MG Billing, the Site, or the Subscriber upon notification of the other by electronic or conventional mail, by chat, or by telephone. Subscribers are liable for charges incurred until the date of the termination. Using the online form to cancel your membership, as opposed to contacting Customer Care via phone or chat, may result in an immediate loss of access to the site.

9. Refunds

Refunds for purchases or recurring charges may be requested by contacting customer support. Refunds or credits will not be issued for partially used Memberships. Cancellation for all future recurring billing may be requested in accordance with Section 8 - Cancellation. MG Billing reserves the right to grant a refund or a credit applicable to purchases to the Site at its discretion. The decision to refund a charge does not imply the obligation to issue additional future refunds. Should a refund be issued by MG Billing for any reason, it will be credited solely to the payment method used in the original transaction. MG Billing will not issue refunds by cash, check, or to another payment mechanism.

10. Cardholder Disputes/Chargebacks

All chargebacks are thoroughly investigated and may prevent future purchases with MG Billing given the circumstances. Fraud claims may result in MG Billing contacting Subscriber's issuer to protect Subscriber and prevent future fraudulent charges to Subscriber card.

11. Authorization of Use

Subscribers to the Site are hereby authorized a single access rights to access the service or material located at this website. This access rights shall be granted for sole use to one Subscriber. All memberships are provided for personal use and shall not be used for any commercial purposes or by any other third parties. Commercial use of either the Site or any material found within is strictly prohibited unless authorized by the website. No material within the Site may be transferred to any other person or entity, whether commercial or non-commercial. No material within the Site may be distributed through peer-to-peer networks or any other file sharing platforms. In addition, materials may not be modified, or altered. Materials may not be displayed publicly, or used for any rental, sale, or display. Materials shall extend to copyright, trademarks, or other proprietary notices there from. MG Billing and the Site reserve the right to terminate this access rights at any time if the terms of this agreement are breached. In the case that the terms are breached, subscriber will be required to immediately destroy any information or material printed, downloaded or otherwise copied from the site.

12. Transfer of Access Rights

Access to the Site is through a combination of a username and a password. Subscribers may not under any circumstances release their access rights to any other person, and are required to keep their access rights strictly confidential. MG Billing 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. Subscribers acknowledge that the owner of the Site may track through the use of special software each Subscriber's entry to the site. If any breach of security, theft or loss of access rights, or unauthorized disclosure of access rights information occurs, Subscriber must immediately notify MG Billing or the Site of said security breach. Subscriber will remain liable for unauthorized use of service until MG Billing or the site is notified of the security breach by e-mail or telephone.

13. Sanction and Approval of Adult Material

This Site contains age-restricted materials. If Subscriber is under the age of 18 years, or under the age of majority in the location from where accessing this Site Subscriber does not have authorization or permission to enter or access any of its materials. If Subscriber is over the age of 18 years or over the age of majority in the location from where accessing this site by entering the website you hereby agree to comply with these terms and conditions.

14. Supplementary Terms and Conditions

The Site may have additional Terms and Conditions that are an integral part of their offering to the Subscriber, and are in addition to these Terms and Conditions. Such Terms and Conditions as listed at the site will in no way invalidate any of the Terms and Conditions listed here. This Agreement shall be construed and enforced in accordance with the Laws of Cyprus applicable to contracts negotiated, executed, and wholly performed within said Country. Disputes arising hereunder shall be settled in Cyprus.

15. 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 court 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.

16. 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, 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 must be directed to MG Billing. All cancellations of service to a site must also be directed to MG Billing.

Questions and Contact Information All questions to MG Billing regarding these terms and conditions must be directed to:

For billing issues XTubebilling@probiller.com

For support/technical issues XTubesupport@probiller.com

For marketing issues XTubemarketing@probiller.com

17. DISCLAIMER

USER UNDERSTANDS THAT XTUBE CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. USER IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY SUBSCRIBER PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR THE RECONSTRUCTION OF ANY LOST DATA. XTUBE DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR SUBSCRIBER USE OF THE INTERNET.

USERS USE OF THE SITE IS AT THEIR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. XTUBE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. XTUBE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. XTUBE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND XTUBE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. USER, AND NOT XTUBE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE OR ITS CONTENT. XTUBE MAKES NO WARRANTIES THAT SUBSCRIBER USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT. XTUBE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENT'S APPROPRIATENESS OR AUTHORIZATION FOR USE IN ALL COUNTRIES, STATES, PROVINCES, COUNTY OR ANY OTHER JURISDICTIONS. IF SUBSCRIBER CHOOSES TO ACCESS THE SITE, SUBSCRIBER DO SO ON SUBSCRIBER OWN INITIATIVE AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS.

18. SUBSCRIPTION FEES AND USER COMMUNICATION

Subscription and Membership fees to Site are subject to change at any time at the sole and absolute discretion of MG Billing. The official standard membership rates for the Site shall be set forth at the following link: XTube.com. The current monthly membership rate which will appear on Subscriber credit card bill, will be debited from Subscriber account, charged to Subscriber telephone, etc., depending Subscriber, choice of payment means.

"OPT-IN AND USER COMMUNICATION" – Subscriber's expressly and specifically acknowledges and agrees that his email address or other means of communicating with subscriber may be used to send him offers, information or any other commercially oriented emails or other means of communications. More specifically, some offers may be presented to the subscriber via email campaigns or other means of communications with the option to express the subscriber's preference by either clicking or entering "accept" (alternatively "yes") or "decline" (alternatively "no"). By selecting or clicking the "accept" or "yes", the subscriber indicates that the subscriber "OPTS-IN" to that offer and thereby agrees and assents that the subscriber's personal information, including its email address and data may be used for that matter or disclosed to third-parties."

"OPT-OUT AND USER COMMUNICATION" – Subscriber's expressly and specifically acknowledges and agrees that his email address or other means of communicating with subscriber may be used to send him offers, information or any other commercially oriented emails or other means of

communications. More specifically, other offers may be presented to the subscriber via email campaigns or other means of communications with a pre-selected preference or choice. If the subscriber does not deselect the pre-selected preference of choice (i.e. "OPT-OUT" of the offer) then the site may transfer the subscriber's personal profile information to the third-party service or content provider making the offer. If the subscriber deselects the pre-selected preference then no personal information about the subscriber may be disclosed to any third-party service or content provider.

19. Sponsors, Advertisers and Third Parties

The Site may provide links to sponsor, advertiser, or other third party websites that are not owned or controlled by XTube. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content or advertising does not imply approval or endorsement thereof by XTube. XTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third parties. By accessing or using the Site, you agree to release XTube from any and all liability arising from your use of any third-party website, content, service, or software accessed through the Site.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Site, are solely between you and such third parties. You agree that XTube shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence in the Site.

Online dispute resolution (Article 14, Section 1 of the Regulation on consumer ODR): The European Commission provides a platform for online dispute resolution which is accessible at <http://ec.europa.eu/consumers/odr/>.