

Terms of Service Successful Web Girls

WEBSITE SERVICE Agreement/ TERMS AND CONDITIONS

Successful Web Girls is a trade mark of Saldax Lda, Lisbon, Portugal ("Saldax"). Successful Web Girls is operating through the website www.successfulwebgirls.com and other related websites ("Website") The services that Saldax provides to the User are subject to the following agreement ("Agreement"). Saldax require that all persons or entities visiting this Website at Successful Web Girls and those that become a User agree to the Agreement. Please read the Agreement carefully before continuing on with your use of this Website or becoming a User of the Website. The Agreement shall govern the use of the Website and apply to all Internet traffic visiting the Website.

1. ACCEPTANCE OF TERMS AND BINDING EFFECT

THIS IS A BINDING AGREEMENT. BY USING AND/OR VISITING THIS WEBSITE (COLLECTIVELY, INCLUDING ALL CONTENT AVAILABLE THROUGH THE SUCCESSFUL WEB GIRLS DOMAIN NAME, (THE "WEBSITE"), YOU ("USER," "YOU" OR "YOUR") SIGNIFY YOUR ASSENT TO THE AGREEMENT, THE WEBSITE'S PRIVACY POLICY, WHICH IS PUBLISHED AT [HTTP://WWW.SUCCESSFULWEBGIRLS/PRIVACYPOLICY/CMS/PRIVACYPOLICY.HTML](http://WWW.SUCCESSFULWEBGIRLS/PRIVACYPOLICY/CMS/PRIVACYPOLICY.HTML) AND THE SERVICES YOU OBTAIN FROM THE UTILIZATION OF WEBSITE'S SERVICES AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. IT IS YOUR RESPONSIBILITY TO REVIEW THE AGREEMENT PERIODICALLY. IF AT ANY TIME YOU FIND THE AGREEMENT AND INCORPORATED AGREEMENTS UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE ALL USE OF THE SERVICES AND THE WEBSITE. YOU AGREE THAT BY USING THE SERVICES YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

A. Saldax reserve the right to update the Agreement at any time without notice to User.

B. The right to use Successful Web Girls is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

C. Saldax shall have the right at any time to change or discontinue any aspect or feature of Successful Web Girls, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

The most current version of the Agreement can be reviewed by clicking on the "Terms and Conditions" hypertext link located or published on www.successfulwebgirls.com. Saldax shall have the right at any time to change or modify the terms and conditions

applicable to User's use of Successful Web Girls, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Successful Web Girls, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of Successful Web Girls by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, Saldax provides User with access to a variety of resources, including download areas, software, communication forums and product information (collectively "Products" and "Services"). The Products and Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Agreement, the privacy policy and the domain licenses.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of Successful Web Girls and all charges related thereto.

5. USER CONDUCT

A. User shall use Successful Web Girls for lawful purposes only. User shall not post or transmit through Successful Web Girls any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Saldax express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Saldax discretion restricts or inhibits any other User from using or enjoying Successful Web Girls will not be permitted. User shall not use Successful Web Girls to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Saldax.

B. Successful Web Girls contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of Successful Web Girls are copyrighted as a collective work under the European copyright laws. Saldax owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Saldax and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

C. User shall not upload, post or otherwise make available on Successful Web Girls any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of Successful Web Girls, User automatically grants, or warrants that the owner of such material has expressly granted Saldax the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store, or reproduce the material for that User's personal use. User hereby grants Saldax the right to edit, copy, publish and distribute any material made available on Successful Web Girls by User.

D. The foregoing provisions of Section 5 are for the benefit of Saldax, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

A. The Products and Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- *Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- * Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- * Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

- * Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.

- * Use any material or information, including images or photographs, which are made available through the Products and Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

- * Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- * Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- * Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- * Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- * Restrict or inhibit any other user from using and enjoying the Communication Services.
- * Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- * Harvest or otherwise collect information about others, including email addresses.
- * Violate any applicable laws or regulations.
- * Create a false identity for the purpose of misleading others.
- * Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Products and Services or other user or usage information or any portion thereof.

B. Saldax has no obligation to monitor the Communication Services. However, Saldax reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Saldax reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Saldax reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Saldax's sole discretion.

C. Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

D. Always use caution when giving out any personally identifiable information in any Communication Services. Saldax does not control or endorse the content, messages or information found in any Communication Services and, therefore, Saldax specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts

are not authorized Saldax spokespersons, and their views do not necessarily reflect those of Saldax.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Products and Services requires User to open an account, User must complete the registration process by providing Saldax with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify Saldax immediately of any unauthorized use of User's account or any other breach of security. Saldax will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by Saldax or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THS Agreement SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS Agreement.

14. LINKS TO THIRD PARTY SITES

A. THE LINKS IN THIS AREA WILL LET YOU LEAVE SUCCESSFUL WEB GIRLS' SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF SALDAX LDA. AND SALDAX LDA. IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SALDAX LDA. IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SALDAX LDA. IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SALDAX LDA. OF THE SITE.

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LDA.'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO SALDAX LDA.. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO SALDAX LDA. OR ANYONE AT SALDAX LDA.. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT SALDAX LDA. MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

16. PRIVACY POLICY

Saldax respect your privacy and permits Users to control the treatment of personal information. A complete statement of Saldax current Privacy Policy can be reviewed by clicking on the "Privacy Policy" hypertext link located or published at the bottom of our Web pages.

17. MONITORING

Saldax shall have the right, but not the obligation, to monitor the content of Successful Web Girls, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Saldax and to satisfy any law, regulation or authorized government request. Saldax shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Successful Web Girls. Without limiting the foregoing, Saldax shall have the right to remove any material that Saldax, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

18. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless Saldax, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Saldax by User or User's Account.

19. TERMINATION

Either Saldax or User may terminate this Agreement at any time. Without limiting the foregoing, Saldax shall have the right to immediately terminate User's Account in the event of any conduct by User which Saldax, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

20. PAYMENTS AND REFUND POLICY

A. Users are charged for Products and Services and we have a 60 day money back guarantee policy. Even if you do not pay for the some of the Products and Services, you may still incur charges incidental to using the Products and Services; for example, charges for Internet access, mobile text messaging, or other data transmission. The price for the Products and Services will be assed all applicable taxes and charges unless stated otherwise. These taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider. Saldax reserves the right to change pricing and guarantee terms, but it will be posted on the

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21. ENTIRE Agreement

This Agreement, the privacy policy, domain licenses and any operating rules for Successful Web Girls established by Saldax constitute the entire agreement of the parties and supersede all previous written or oral agreements between the parties.

22. CHOICE OF LAW, VENUE AND FORUM

The Agreement, the privacy policy, domain licenses and any operating rules for Successful Web Girls shall be construed in accordance with and governed by the laws of Portugal without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of Portugal in all disputes arising out of or related to the use of the Website or, without reference to their rules regarding conflicts of law.

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