

## Terms and Conditions

Triple X Books : triplexbooks.com

Effective Date: 9-12-22

Last Modified: 9-12-22

### 1. Preliminary Provisions:

1. Introduction - This User Agreement governs your use of our website, thus, you should read it carefully. Should you have any questions or comments regarding our website, or its policies, please feel free to contact us.
2. Party Definitions
  1. "Us," the service provider - Triple X Books (hereinafter, also referred to as simply, "TXB,") owns and operates the Website. When this Agreement uses first-person pronouns such as "Us," "We," "Our," "Ours," etc., those first-person pronouns are referring to TXB.
  2. "You," the User - As a User of this Website, this Agreement will refer to the User as "you" or through any second-person pronouns, such as "your," "Yours," etc.
  3. The Website - When the term "Website," or simply, "Service(s)," is used in this set of Terms & Conditions, it refers to Triple X Books unless the Agreement specifically says otherwise.
3. BEFORE accessing or using Our Website, You must agree to ALL of the conditions in this Agreement, which incorporates, by reference, our Privacy Policy and DMCA Policy, as well as our Section 2257 Statement. If You do not wish to be bound by each and every provision in these documents, then You are not welcome to use this Website and should leave immediately.
4. You may not unilaterally disregard any portion of this Agreement. However, if there is a particular portion of this Agreement that You wish to avoid, You may contact us to negotiate a separate agreement BEFORE You use Our Website. We do not guarantee that such negotiations will be successful. Nevertheless, if You wish to discuss your own personalized Agreement, please contact us or have Your attorney do so.
5. If You do not understand all of the terms in this Agreement, then You should consult with an attorney before accessing/using any portion of Our website other than this Agreement.
6. Consideration - Consideration for Your acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Website. You agree that such Consideration is adequate, and that Your Consideration is received upon Your viewing and/or downloading any portion of Our Website.
7. Revisions to this Agreement:
  1. From time to time, TXB (and only TXB) may revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force

immediately upon posting. The updated or edited version supersedes any prior versions immediately upon its posting, and the prior version(s) shall have no continuing legal effect.

2. If We change anything in this Agreement, the change will be reflected in the “last modified date” at the top of this Agreement.
3. You agree to re-visit Our Website on a weekly basis, and to use the “refresh” button on Your browser when doing so. Upon each visit, You agree to note the date of the last revision to this Agreement. If the “last modified” date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the “last modified” date has changed, You can be certain that something in the Agreement has been changed, and You agree that You will re-review the Agreement in its entirety and that You will agree to its terms or immediately cease all use of any of Our Website.
4. Waiver - If You fail to re-review this Agreement as required to determine if any of the terms have changed, You assume all responsibility for such omissions. You also agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms of the Agreement. We are in no way responsible for Your neglect of Your legal rights.

## **2. Acceptance and Affirmation:**

1. You must agree to all of the terms in this Agreement before using any of Our Website or Our services.
2. Your affirmative acceptance of all the terms in this Agreement is, and will be, demonstrated by You when:
  1. You click any link, or other device, provided to You in any part of Our Website’s interface. Upon the performance of any of these actions, You have legally agreed to all of these Terms and Conditions; or
  2. By accessing or using any of Our Services in any manner.
3. You understand, and agree, that We will consider any use of Our Website and/or Services, as Your affirmation of Your complete and unconditional acceptance of all of the terms in this Agreement.

## **3. Special Considerations Regarding Minors:**

1. Age of Majority - In order to use Our Website or any of the Services provided by Us, You must have attained the age of majority in Your jurisdiction. You represent and warrant that You are at least eighteen (18) years of age, depending on the age of majority in Your jurisdiction, and that You have the legal capacity to enter into this Agreement.
  1. Age Verification - You are asked to verify that You are at least eighteen (18) as a condition of creating an account on this Website. This verification was pursuant to 28 U.S.C. § 1746. Accordingly, if you provided incorrect on the

homepage, You may have committed an act of perjury, this perjury was recorded, and this perjury may be used against You in any court proceeding or other tribunal of any kind. If you have not previously verified your age at the time you created your account, you will be required to do so before being permitted to continue to use your account.

2. We specifically disclaim any responsibility or liability for any misrepresentations regarding a User's age. If you falsify your age, you indemnify us and hold us harmless from an claims or charges arising therefrom.
3. You represent and warrant that You will not allow any minor access to Our Website.

#### **4. Images and Content:**

1. Our Website contain(s) viewable and downloadable, images and content; including but not limited to: text, software, images, graphics, data, messages, and other information (collectively, "Materials" or "Content").
2. You acknowledge and stipulate that all of the Materials are expressive content that is fully protected by the First Amendment to the United States Constitution.
3. Materials may contain graphic visual depictions of sexual and nudity.
4. If you purchase or download any content from our Website, you are certifying that such content is not legally obscene in your jurisdiction and you indemnify us and hold us harmless from any claims or charges of obscenity arising therefrom.

#### **5. Restrictions on Use of Website:**

1. Without Our express prior written authorization, You may not:
  1. Duplicate any part of the Website or the materials contained therein (except as expressly provided elsewhere in this Agreement);
  2. Redistribute or create any derivative works based on the Website or any of the materials contained therein. You agree that any such use is NOT "fair use";
  3. Use the Website or any of the Materials contained therein for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT "fair use";
  4. Remove any copyright or other proprietary notices from the Website or any of the Materials contained therein;
  5. Circumvent any encryption or other security tools used anywhere on the Website (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restrict area of the Website). If We detect that an account/Member has breached this provision of the Agreement, We reserve the right to immediately terminate the account and bar the Member from accessing Our services. In addition, we will bring a lawsuit against you for any unauthorized access.
2. Additionally - Use of Our Website is strictly prohibited for any use other than for

personal, non-commercial use. This prohibition includes, but is not limited to the following:

1. Competitors are not authorized to access or use TXB's Website without express, written permission from TXB in advance of such access. Such permission will be liberally granted.
2. Members of the law enforcement community, their agents and employees, are not authorized to access or use TXB's Website.
3. Employees of the United States government, their agents, and their contractors are not authorized to access or use the Company's Websites.
4. No employees of the United States Department of Homeland Security may be Users.

3. **DISPUTING CHARGES.** To cancel or dispute an erroneous charge, you must contact Company's Customer Service at:

<[https://www.triplexbooks.com/catalog/contact\\_us.php](https://www.triplexbooks.com/catalog/contact_us.php)> or email us at [greg@golden-age-erotica-books.com](mailto:greg@golden-age-erotica-books.com)

#### **6. Disclaimer and Indemnification:**

1. If We determine that You or any User has used Our Services in violation of any law, Your ability to use the Website may be terminated immediately and We have every right to voluntarily cooperate with law enforcement or private aggrieved parties that We may be legally compelled to do so. We hereby disclaim any liability for damages that may arise from any User providing any services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for Us should You violate any law.
2. You also agree to defend and indemnify Us should any third party be harmed by Your actions or should We be obligated to defend any claims including, without limitation, any criminal or civil actions brought by any party.
3. Our Website contains material that may be offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to cease review of the Website/Services should You find it offensive.
4. You agree to defend, indemnify, and hold harmless TXB, Our officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your (or You under another person's authority - including without limitation to governmental agencies) use, misuse, or inability to use the Website or any of the Materials contained therein, or Your breach of any part of this Agreement. We shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at Our own expense, and choose Our own legal counsel; however, We are not obligated to do so.

## **7. Intellectual Property Information:**

1. Copyright - This Website belongs to Us, and We either own or have rights to display all of the materials thereupon, whether as owners, licensees (express or implied), or through otherwise lawful means, including fair use. You may not use any of Our Content or Materials, without Our express written consent. We do not represent and expressly disclaim owning the copyrights to any materials or content made available for sale or download on this website. If you sell or otherwise redistribute materials you have purchased or downloaded from this website, you may be subject to a claim of copyright infringement from the copyright owner. Furthermore, if any claim of copyright infringement is brought against us on account of your purchase or download of material on this website, you agree to indemnify us and hold us harmless from any claims or charges against us arising therefrom.

## **8. Limitation of Liability:**

1. In no event, shall We be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Website or any of the Materials contained therein, even if We have been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if We have been advised of the possibility of such damages.
2. In no event shall Our maximum total aggregate liability hereunder for direct damages exceed the total fees, actually paid by You, for use of one of Our Website for a period of no more than one (1) month from the accrual of the applicable cause or causes of action. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages the above limitation may not apply to You.

## **9. Complaint Policy:**

1. You agree that if You have any complaint about any content on Our Website, including (but not limited to) a complaint or claim of defamation (libel or slander), invasion of privacy, false light, trademark infringement, right of publicity claims, or any related or similar tort that You will provide notice to Us by contacting Company's Customer Service at :[https://www.triplexbooks.com/catalog/contact\\_us.php](https://www.triplexbooks.com/catalog/contact_us.php).
2. You agree that We shall have ten (10) business days after RECEIPT of said notice to evaluate Your concern(s).
3. After evaluating Your concern(s), We will either inform You that We do not believe Your concern is valid, or We will request Your preference regarding an opportunity to cure Your concern(s). This cure may include one of the following:
  1. We may offer to delete the offending material.
  2. We will engage You and seek any other alternative resolution that will mitigate Your damaged legal interests - whether or not We are legally required to do so.
4. You acknowledge and agree that upon transmission of Your complaint to us, You will

be considered to have engaged in settlement discussions with Us, and neither party will initiate formal legal action while non-adversarial resolution is in progress You agree that You will not file suit unless and until We issue a statement to You that We have taken Our final action, and that no further action will be taken without adversarial proceedings. At that point, You may proceed with arbitration as provided for under this Agreement.

5. You acknowledge that once You accept any of Our offers of non-adversarial resolution, that You irrevocably waive any and all possible claims for any allegedly offending material on Our Website and that if You do bring any action against Us that You hereby stipulate that You will bear Your own costs and fees incurred in the action, regardless of the outcome of that action and that You stipulate that Your damages will be limited to \$1, and no more, and that You hereby acknowledge that such amount of \$1 is sufficient and adequate.
6. You understand that no part of this Agreement obligates Us to go beyond that required by law, and this Agreement is in place for Your convenience. If We believe that Your requests are unreasonable, We reserve every right to terminate discussions with or file suit against You to recover any legal fees incurred due to harassing or unreasonable requests.

## **10. General Provisions:**

1. The following Governing Law Provisions shall apply:

1. Governing Law - This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed by the laws of the State of Nevada, excluding its conflict of law provisions The sum of this paragraph is that any and all disputes between the Parties must be, without exception, brought to court and litigated in Nevada.

1. All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement or any services or business interactions between the parties that may be subject to this Agreement shall be tried and/or litigated exclusively in the state and federal courts located in Nevada.
2. The parties agree to exclusive jurisdiction in, and only in, Nevada.
3. The parties agree to exclusive venue in, and only in, Nevada.
4. The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.
5. All parties hereby waive any right to assert the doctrine of forum non conveniens or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.
6. All parties stipulate that the state and federal courts located in Nevada shall have personal jurisdiction over them for the purpose of litigating

any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.

7. Each party hereby authorizes and accepts services of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.
  8. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.
2. Assignment - The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.
  3. Severability - If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in force and effect.
  4. Attorneys' Fees - In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, all parties shall bear their own costs and fees.
  5. No Waiver - No waiver or action made by Us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.
  6. Headings - All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.
  7. Complete Agreement - This Agreement constitutes the entire Agreement between the parties with respect to Your access and use of the Website and the Materials contained therein, and Your Membership with the Website, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.
  8. Other Jurisdictions - We make no representation that Our Website or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access Our Website from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable

local laws.

9. Service - In order to relieve themselves of the cost, hassle, and inconvenience of traditional service of process, the parties hereby stipulate that either party may serve the other with a complaint and summons by mail, Fed-ex, UPS, or by email. The parties both hereby waive their right to traditional process-server delivered complaints and summons. With respect to e-mail service: both parties agree that email shall be sufficient service of process if the e-mail is sent to the e-mail address on record provided by You when initiating Your membership. Personal, physical, or mail service is not required. This stipulation to receive e-mail service extends to any disputes between the parties, whether they are relevant to this Agreement or not.