

TERMS AND CONDITIONS OF WEBSITE USE

Updated January 2009.

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PLEASE NOTE: YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS USER AGREEMENT, THEN YOU MAY NOT USE THIS WEBSITE AND YOU SHOULD NOT JOIN THE BLACK DOLL AFFAIR VIA THIS WEBSITE.

1. Right to Use this Website: Black Doll Affair grants you a limited, non-exclusive, revocable license for you to use this Website to Join, for your personal entertainment, information, education, and communication, upon all of the terms of this User Agreement. This Website contains materials and other items relating to Black Doll Affair and its products and services, and similar items from our business partners, licensors, and licensees, and other third parties (collectively, the "Content"). The Content may be in the form of information, text, data, images, graphics, button icons, registered and unregistered trademarks, illustrations, photographs, audio clips, music, sounds, pictures, videos, software, or other forms and formats now known or later invented. In using this Website, you must respect the intellectual property rights of Black Doll Affair and others, all as outlined below. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

2. Copyrights: All Content is copyrighted, and it is either owned or used with permission by Black Doll Affair. Black Doll Affair disclaims any representation or warranty that your unauthorized use of Content will not infringe upon rights of third parties not owned by or affiliated with Black Doll Affair.

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Black Doll Affair respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via this Website, then please see the paragraph below entitled **Procedure for Alleging Copyright Infringement**.

3. Trademarks: The trademarks, logos, and service marks displayed on this Website are owned by Black Doll Affair and third parties, and this Website's trade dress is owned by Black Doll Affair (collectively, the "Trademarks", which also constitute Content). All Trademarks not owned by Black Doll Affair are the property of their respective owners, and are used with permission. Nothing contained on this Website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

4. Your Communications to Black Doll Affair; Black Doll Affair Rights to Your Submissions: Black Doll Affair likes to hear from you. However, in your communications with Black Doll Affair, please keep in mind that, unless it specifically requests them, Black Doll Affair does not accept or consider any ideas or suggestions relating to products, services, marketing plans, or any other matters. **Therefore, please do not send to Black Doll Affair any unsolicited materials, such as ideas for new additions to the club, dolls, toys, games, or other products, or any other suggestions, ideas, notes, drawings, inventions, techniques, models, designs, concepts, or other similar information, materials or user-generated content.**

Any such submissions and any questions, comments, answers, suggestions, or the like submitted by you to Black Doll Affair via this Website or by email, fax, mail, or otherwise, or transmitted, posted, or uploaded by you to this Website (collectively, "Your Submissions") will be treated as non-confidential and nonproprietary, and Black Doll Affair will not assume any responsibility, obligation, or liability for them or for Black Doll Affair receipt or non-receipt of them. Black Doll Affair's receipt of Your Submissions is not an admission by Black Doll Affair of their novelty, priority, or originality, and it does not impair Black Doll Affair's right to contest existing or future intellectual property rights relating to Your Submissions.

You grant Black Doll Affair a non-exclusive, royalty-free, perpetual, irrevocable, and

sublicensable right and license to reproduce, distribute, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, and otherwise use or exploit Your Submissions throughout the world in any and all media. You represent and warrant that: (a) you have the right and authorization to make the foregoing grant without the consent of any third party, and (b) Your Submissions are accurate and, as permitted to be used by Black Doll Affair in this User Agreement, do not and will not infringe any right of any third party.

When you send e-mail to us, you are communicating with us electronically and you consent to receive communications from us electronically. Furthermore, you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Online Shopping: This Website and other Black Doll Affair websites may offer online capabilities to purchase products (such as toys) and services (such as memberships). You must be 18 years of age or older to make any such purchases. Check our online stores for more information on delivery, returns, and other sales policies. As to products and services featured on this Website, please note that we make every effort to display as accurately as possible the products and services that appear on this Website. However, the colors, dimensions, and details that you see on your computer monitor will vary depending on your equipment, so we cannot guarantee that your equipment will accurately display the details of our products and services. As to services featured on this Website, the terms of those service offerings may be specified in a separate agreement that will be provided to you in connection with the service purchased and will be supplemented by this User Agreement.

A. No Purchases by Minors: By ordering a product or service online from Black Doll Affair, you represent that you are 18 years of age or older. If a child under the age of 18 orders a product or service from Black Doll Affair without parental or guardian permission, then the parent or guardian may return the product or service for a refund according to the posted returns and exchanges policy that relate to that order. We may offer enhanced services available to children under 13 on a subscription basis. In such cases, a parent must register for the service and establish the appropriate permission level for the child. Content and activities available to you or your child may vary depending on the subscription and site. Parents will be provided with information on the type of content and activities their child may access at the time they subscribe and are always in charge of their child's account. Subscription fees may apply for some services.

B. Taxes: You are responsible for paying all sales, use, and other similar taxes relating to any of your online purchases of products or services from Black Doll Affair.

C. Shipping and Processing; Insurance: You are also responsible for paying all

shipping and processing charges relating to your online purchases (including any product offered with a service), and for insuring your purchases.

D. Returns and Warranties: Please review the information available at our online stores regarding our return policies and warranty information.

6. Use Restrictions: You agree that you will not: (a) use this Website for any commercial or political purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, or selling products); (b) monitor, gather, or copy Content on this Website by using any robot, "bot", spider, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (c) frame or utilize framing techniques to enclose any Trademark or other proprietary information (including, without limitation, any images, text, or page layout); (d) use any meta tags or any other "hidden text" utilizing any Trademarks; (e) engage in any activities through or in connection with this Website that seek to attempt to harm minors or are unlawful, offensive, obscene, threatening, harassing, or abusive, or that violate any right of any third party; or (f) engage in any activity that interferes with a user's access to this Website or the proper operation of this Website. You also agree that, in using this Website, you will not impersonate any person or entity.

7. Community Areas; Code of Conduct: Black Doll Affair may elect to offer community features on this Website, such as message or bulletin boards, forums, and chat rooms. In such events, Black Doll Affair will not assume any obligation to monitor, filter, censor, edit, or regulate information or content provided by you or third parties on this Website, although Black Doll Affair reserves the right to do so in its sole discretion. Black Doll Affair does not endorse, warrant the accuracy or reliability of, or assume any liability in connection with any such information or content provided by users or other third parties.

As to any information or content that you upload or post to this Website, you represent and warrant to Black Doll Affair that you have the right and authorization to do so without the consent of any third party. You also agree not to upload or post to this Website: (a) infringing, defamatory, obscene, pornographic, threatening, abusive, violent, illegal, rude, harassing, or otherwise improper content, (b) viruses or other harmful items, or (c) content with a commercial purpose (such as offers to sell products or services or attempts to solicit funds or advertise products or services).

Black Doll Affair reserves the right, in its sole discretion, to adopt additional rules in any community area and to condition access to any such community features by any individual or group in accordance with age, geographic, or other criteria, to deny or restrict access by any individual or group who fails to meet that criteria or by anyone who fails to comply with our criteria or rules at any time, and to change or modify the criteria or rules at any time. Black Doll Affair also reserves the right (but does not assume any obligation), in its sole discretion, to delete any postings on this Website that violate this User Agreement and to deny access by any user to this Website.

8. Investigations; Cooperation with Law Enforcement; Termination: Black Doll Affair reserves the right, without any limitation whatsoever, to: (a) investigate any suspected breaches of its Website security or its information technology or other systems or networks, (b) investigate any suspected breaches of this User Agreement, (c) involve and cooperate with law enforcement authorities in investigating any such matters, (d) prosecute violators of this User Agreement to the full extent of the law, and (e) discontinue this Website or terminate your access to it at any time, without notice, for any reason and without any obligation to you whatsoever.

9. Privacy and Security Measures: Black Doll Affair must collect certain information in order to operate this Website and to fulfill your requests or enable participation in certain online activities. But Black Doll Affair respects the privacy of its visitors, and is especially mindful of protecting the privacy of young children visiting our sites.

We have adopted reasonable security measures to protect against the loss, misuse, and alteration of the personal information under our control. We use Paypal and VeriSign Identity Protection technology to protect credit card data during transmission, and adopt careful internal procedures to safeguard this information in our system. Vendors, service providers, and others who help us make this Website and our products and services available must sign confidentiality agreements; they are not permitted to use personal information except in connection with their services to Black Doll Affair and must agree to adhere to industry-accepted best practices to safeguard personal information. Nevertheless, we cannot guarantee complete security of personal information.

10. Disclaimers and Limitations of Liability: This Website may include technical inaccuracies or other errors, and your use and browsing of this Website is at your risk. THIS WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BLACK DOLL AFFAIR DOES NOT WARRANT THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS OR ACHIEVE A PARTICULAR RESULT, OR THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF YOUR USE OF THIS WEBSITE OR THE MATERIAL CONTAINED ON THIS WEBSITE RESULTS IN YOUR NEED TO SERVICE OR REPLACE ANY PROPERTY, MATERIAL, EQUIPMENT, DATA, OR OTHER ITEM, THEN BLACK DOLL AFFAIR WILL NOT BE LIABLE FOR THOSE COSTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCES, BLACK DOLL AFFAIR WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THIS WEBSITE. THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART

OF OUR AGREEMENT TO PROVIDE THIS WEBSITE TO YOU. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

Residents of Georgia are entitled to specific consumer rights information available at: georgia.gov or specifically:

http://law.ga.gov/00/channel_title/0,2094,87670814_87670969,00.html. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

11. Links by You to this Website: You are granted a limited, non-exclusive, revocable right to create hyperlinks to this Website, so long as: (a) the links are only to the home page of this Website, (b) the links only incorporate text, and do not use any Trademark graphics, (c) the links and related content on your site do not suggest any affiliation with Black Doll Affair or cause confusion among consumers, (d) the links and related content on your site do not portray Black Doll Affair or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and (e) the links and related content on your site are not operated for any commercial purposes.

12. Links on this Website to and from Other Sites: This Website may contain links to or from third-party sites ("Linked Sites"), including, without limitation, sites operated by advertisers, licensors, licensees, and promotional and business partners of Black Doll Affair. Black Doll Affair has no control over the content of Linked Sites, and Black Doll Affair does not assume any obligation to review any Linked Sites. Black Doll Affair does not endorse, approve, or sponsor any Linked Sites, or any content, advertising, information, materials, products, services, or other items on or available on or from them, and Black Doll Affair disclaims all liability in connection therewith. We require service providers and trusted vendors who operate websites on our behalf to safeguard the privacy of any personal information they handle, adhere to industry-accepted best practices to safeguard personal information, respect our intellectual property rights and the rights of third parties, and operate in accordance with all applicable requirements. Any activities you engage in connection with any Linked Site, however, are subject to the privacy policy, conditions of use, and other terms imposed by the operator of the Linked Site and Black Doll Affair disclaims all liability in connection therewith.

13. Banners, Advertisements, and Promotions: We reserve the right to post banners, advertisements, promotions, and similar content throughout this Website. Third-party advertisers and firms that serve ads may operate under terms and conditions and privacy policies that differ from Black Doll Affair's policies, so please review them carefully. Any interactions, correspondence, and business dealings that you have with any advertisers and other third parties found on or through this Website (including via Linked Sites) are solely between you and the third party (including, without limitation, issues related to the content

of third party advertisements, payments, delivery of goods, warranties, privacy and data security and the like). Black Doll Affair disclaims all liability in connection with therewith.

14. Procedure for Alleging Copyright Infringement: Black Doll Affair will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Website, then send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) the URL of the site and a description of where the material that you claim is infringing is located on that site;
- (iv) your address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- (vii) your electronic or physical signature.

Black Doll Affair will only receive DMCA notices by mail, e-mail at the addresses below:

Black Doll Affair, Inc. / PO Box 672671/ Marietta, GA. 30006

Attention: Legal and Business Affairs

By E-Mail: info@blackdollaffair.com

Black Doll Affair may elect to not respond to DMCA notices that do not comply with all of the foregoing requirements, and Black Doll Affair may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA. If you have additional questions you may telephone Black Doll Affair at 404-660-7363

15. General Provisions:

A. Indemnity: You agree to indemnify, defend, and hold harmless Black Doll Affair (which includes Black Doll Affair's affiliates and subsidiaries) and its officers, employees, agents, business partners, licensors, and licensees from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your use of this Website.

B. Revisions to this Website and this User Agreement: Black Doll Affair may, in its sole discretion, make changes to any aspect of this Website, including, without limitation, any Content, any activities available on this Website, and any products or services offered through this Website. Black Doll Affair may also, in its sole discretion, revise this User Agreement by updating or revising this document, with the revised terms taking effect as of the date of its posting. Continued use of this Website following the effective date of any such changes constitutes your acceptance of those changes.

C. Operation of Website; Availability of Products and Services: Black Doll Affair controls and operates this Website from its headquarters in Atlanta, GA. in the United States of America, and Black Doll Affair makes no representation that this Website is appropriate or available for use beyond the United States of America. If you use this Website from other locations, you are responsible for compliance with applicable local laws. Although Black Doll Affair products and services are available in many parts of the world, this Website may describe products and services that are available only in the United States of America (or only parts of it) and are not available worldwide.

D. Jurisdiction, Venue, and Alternative Dispute Resolution: Any controversy or claim relating to this Website, the Content, or this User Agreement not otherwise resolved between you and Black Doll Affair will be settled solely by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), administered in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Atlanta, Georgia, and judgment on the arbitration award may be entered into any court having jurisdiction of it. Any claim or cause of action that you may have with respect to this Website, the Content, or this User Agreement must be commenced within one year after the claim or cause of action arises or it will be forever barred. Any action or proceeding by Black Doll Affair relating to your access to, or use of, this Website or any Content in accordance with this paragraph will be instituted in state or federal court in Atlanta, GA. Accordingly, you consent to the personal jurisdiction of the courts in Cobb County, Georgia with respect to all matters relating to your access to or use of this Website and the Content and waive your rights to removal or consent to removal. This User Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions. The foregoing provisions of this paragraph will not apply to any legal action taken by Black Doll Affair to recover damages for, or seek an injunction in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to this Website, any Content, Black Doll Affair's operations, and/or Black Doll Affair's products or services caused by your act or failure to act.

E. Severability: If any provision of this User Agreement is deemed unlawful, void,

or unenforceable for any reason, then that provision will be deemed severable from the remainder of this User Agreement and will not affect the validity or enforceability of the remainder of this User Agreement.

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