

Terms & Conditions

Please read the following terms and conditions. This is a binding contract between you (The Customer) and K&G (The Company). Access to this service is only granted to those who read and agree to the following:

- 1.** For good, valuable, and sufficient consideration, I hereby agree to become a customer of K&G, and agree to be bound by the terms of this agreement. The Company acknowledges the sufficiency of such consideration, and, subject to the terms and conditions of this agreement, agrees to provide to the Customer the privileges of calling the Company.
- 2.** This agreement is subject to change by the Company at any time, and changes shall be effective upon posting to our website.
- 3.** I am an adult 18 years of age or older and have the legal right to possess and view adult material in my city, state, community, country, and jurisdiction.
- 4.** All materials, including but not limited to messages, communications, photographs, goods and services, are intended for distribution to and use by only and exclusively consenting adults in locations where these materials do not violate any community standards. They are further intended for use only where they do not violate any local, state, or federal law or regulation of the United States of America or any other country.
- 5.** No minors or persons under 18 years of age may view or possess any of the material on the Company's website. Neither may they place orders for any of the services offered herein. I agree not to make any of the materials available to any minors or to any persons who are not legally allowed to possess such materials.
- 6.** I understand that this site contains materials of a sexual nature, including explicit visual, and textual depictions of nudity. I am familiar with such materials, and am not offended by them.
- 7.** I understand the standards and laws of the community, site, and computer to which I am transporting this material, and I am solely responsible for my actions.
- 8.** I am using the Company's website and services, and my interest in it is, for personal and not professional reasons I am not a law enforcement agent or U.S. Postal Official or an agent for any third party, and am not attempting to obtain any evidence for the prosecution of any individual or corporate entity. I will not use or provide any information about or contained within these websites against the providers, owners, partners, Corporate Officers, or creators of this site in any type of action, legal or otherwise.
- 9.** All materials contained on the Company's websites are acknowledged to be proprietary, except for any public domain material or that material licensed to the Company for electronic dissemination. All materials on any website controlled by the Company are acknowledged to be both proprietary and the intellectual property of the Company, and, except for initial downloading for personal use, may not be used, copied, reproduced, or redistributed without the expressed written authorization of the Company. All editions of all websites controlled by the Company are protected by United States copyright laws, international copyright treaties, and other applicable laws and regulations. All rights are expressly reserved to the Company.

10. I acknowledge and agree that all materials on www.EroticPhoneGirls.com or any of its affiliated sites, including but not limited to pictures, text, and audiotext, are for entertainment use only and that the use of models and fictional material may be part of the entertainment provided.

11. I acknowledge and agree that any unauthorized use of the materials available at any of the Company's websites, including but not limited to unauthorized access, viewing, downloading, reproduction, or redistribution shall constitute an intentional infringement of the Company's intellectual property rights. I further agree that such unauthorized use also constitutes an infringement of the Company's copyright, trademark, and other rights.

12. I agree to be personally liable and fully indemnify the Company's webmaster, owner, and/or any parties affiliated with this website for any and all damages directly, indirectly and/or consequentially resulting from my attempted or actual unauthorized downloading or other duplication by any means of materials from the Company, alone or with, or under the authority of, any other person or persons, including, without limitation, any governmental agency. Such damages include, without limitation, all direct and consequential damages directly or indirectly resulting from unauthorized downloading of materials from the Company, including, but not limited to, damages resulting from loss of revenue, loss of property, fines, attorney's fees and costs, including, without limitation, damages resulting from prosecution and/or governmental imposed seizures, forfeitures, and/or injunctions.

13. Payment Policy. Charges may be incurred by the customer for the following: a) Call charges. Calls shall be charged at the prevailing rate at the time of call. Such charges will be clearly posted on the Company's website.

14. The Customer may make payment by credit card or check debit card, and the Customer expressly authorizes the Company and/or its agents to process such payments on the Customer's behalf. The Customer agrees not to report any credit card used for payments to the Company as lost or stolen, or the use of the card as unauthorized, unless the Customer has good and true reason to consider the credit card lost or stolen, or the use thereof as unauthorized. Any fraudulent reporting of a lost, stolen or otherwise unauthorized use of credit cards, check debits, or other charges used to obtain goods or services from the Company shall subject the Customer to liability for the charges owed plus any and all charges incurred by the Company in collecting fees. Customer shall be liable for court costs, legal fees, collection fees, and any other charges incurred by the Company. Additionally, the Customer acknowledges that credit card fraud is a crime, and will subject the Customer to criminal penalties. Fraud will be reported by the Company to appropriate law enforcement entities, including the Internet Fraud Center. This paragraph does NOT limit any liabilities the Customer may have for breaches of any other terms and conditions in this agreement.

15. Refund Policy. All services rendered are non refundable. The Company will refund fees for costs for services not rendered due to technical difficulties caused by the Company or its agents. Such refunds will be made by credit to the credit card or bank debit account used by the Customer. Should the Customer have paid by Money Order, the Company will make such refunds by check.

16. Cancellation Policy. Each call or service rendered shall be billed as a one time charge. The Company does NOT make recurring charges to your credit card or account. Should the Customer make a purchase and decide NOT to use the time purchased, the Company will refund the charges less any fees, penalties, and charges incurred by the Company, including but not limited to credit card fees.

17. Any liability of the Company, including but not limited to any failure or delay of performance, interruption, error, technical failure, theft or unauthorized access to records, breach of contract or any other cause, shall be limited to the fee paid by the Customer for the goods or services ordered or purchased. The Company shall not be liable for any incidental or consequential damages. Some states do not allow the exclusion of such liability, so this exclusion may not apply to you.

18. Confidentiality. The Company and/or its agents may collect information from the Customer for various reasons, including but not limited to billing purposes. The Company retains the right to pursue ALL legal methods to collect fees due to it for services rendered and/or goods delivered. The company also will be forced to break the confidentiality if required to by court order or subpoena, or if it has information leading it to believe that the Customer is involved in illegal activity.

19. The Company may provide various methods of communicating with its agents, operators, and other Customers, including but not limited to email, chat room, bulletin boards, forums, and other methods. Should the Customer use any such methods, you expressly agree not to communicate in any way which is defamatory, inaccurate, illegal, threatening, or abusive. Any breach of this will terminate all rights to access any websites controlled by the Company. Furthermore, the Customer expressly acknowledges that any such communications may be accessed by the operators, agents, and other Customers of the Company. The Customer acknowledges that he has been informed that such communications are neither private nor secure, and further acknowledges that he alone is responsible for their content.

20. Customer Service may be reached by emailing KGCustSupport@aol.com or by calling the Customer Service phone number at (800) 397-3046. All inquiries will be responded to within 48 hours.

21. Bookmarking to a page on this website or server which bypasses this agreement shall constitute implicit acceptance of this agreement and all its terms.

These Terms and Conditions constitute the entire agreement between the Customer and the Company regarding the Customer's use of the website and services offered. It supersedes any and all previous agreements and/or understandings, both written and oral. It may be changed at any time by the Company, by posting on the internet on our sites. It shall be governed by the laws of the State of California and of the United States of America. Should any provision be found to be unenforceable for any reason, it shall be reformed only to the extent necessary to make it enforceable. All other provisions will remain in full force and effect. Unless explicitly stated, the provisions of this agreement shall survive its termination.

I AGREE THAT I HAVE READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THAT I AGREE TO THEM. I FURTHER AGREE TO BE CONSIDERED TO HAVE DIGITALLY SIGNED THESE TERMS AND CONDITIONS AND TO BE BOUND BY THEM.