

**GENERAL TERMS AND CONDITIONS FOR RENTING OF WEBSpace AND/OR AUDIOTEL SERVICES**

**Between :**

FIRST AGENCY Ltd  
SUITE 18, HANOVIA HOUSE  
28 – 29 EASTMAN ROAD  
W3 7YG – LONDON  
ENGLAND  
VAT : GB 850 234 845

Referred to as the **provider**,

**And :**

You

Referred to as the **partner**

**HAS BEEN AGREED AS FOLLOWS:**

**1. Object of this contract :**

- 1.1 The **provider** makes his Webcam/Video and/or vocal platform and other resources (such as tools and modules) available for the **partner** to allow him to make its promotion from his website.
- 1.2 The **provider** is in charge of managing and hosting his platform as well as the URL. If this URL is personalized then activation fees will be requested. The revenues generated by the website managed by the **partner** should at least cover the charges associated with the domain name renewal. The **provider** has the right to put an end to the **partner's** website management if the **partner** is no longer active on the platform of the **provider**. In this case the domain becomes available again and the website is deleted.

**2. Period of contract :**

- This non exclusive contract is signed for an indefinite time period, start date at first broadcast by the **partner**. This contract replaces and cancels any previous contracts.

**3. Revenue :**

- 3.1 The **partner** allows the **provider** to propose all payment methods that are likely to be used by the visitors.
- 3.2 The **partner** allows the **provider** to retrieve on his own behalf, the retributions resulting from payments made by visitors (via surcharged phone numbers, surcharged sms, wire transfer, all credit cards).
- 3.3 The **partner** allows (on his own behalf) the **provider** to apply the market rates to the visitor. A revise of these tariffs will take place annually on January 1st.
- 3.4 The **partner** allows the **provider** to keep 45% of the income (as a commission) to be able to cope with operating costs. The rest will be regarded as his/her commission. The partner can get more info on payouts on his administration menu on the Internet anytime.
- 3.5 A sub-affiliation bonus is given to the **partner** for every new registration of every new partner (model, webmaster or other) on one of the **provider's** platforms. This bonus is equal to 10% of the new affiliate's monthly revenues and will be valid during the whole duration of this contract.
- 3.6 The retributions are paid out by means of a document called "commission note" or "invoice" (for professional partners). Payments are made inclusive of all taxes in the respective country of each partner except in case of intra-Community payments
- 3.7 The payments will be done after receipt of payment by the retribution companies, at least 30 days after the end of the month during which live shows were performed by the **partner**.
- 3.8 The **partner** will automatically accept the commission note from the **provider** after payment. Any observations concerning commission notes need to be made before payment of the retribution in question.
- 3.9 The bank transfer fees or other bank fees are always at charge of the **partner**. A 10 euro fixed-rate (V.A.T. excl. if applicable) will be charged to the **partner** to cover administrative costs resulting from any payment requests that would not be automatically generated such as requesting a payment below the minimum authorized amount, requesting a deferred payment or any other form

of request that is not specified in the present contract. Any payment request that doesn't fulfill all payment conditions should be equal or higher than 30 euro in order to cope with eventual wire transfer fees.

#### 4. Property :

- 4.1 All the elements and data (including texts, images, logos, graphic material, pictures, audio and video footage and updates) provided by the **partner** to the **provider** are considered the sole and exclusive property of the **partner**.
- 4.2 All the elements or data provided and shared by the **provider** with the **partner** are the sole and exclusive property of the **provider**.
- 4.3 The software of the **provider** is the sole and exclusive property of the **provider**, it is as such recognized by the **partner** who acknowledges that it is therefore prohibited to copy or reproduce it (in part or in full).

#### 5. Obligations of parties :

- 5.1 The **partner** will have access to an administration menu via the Internet to allow him to control and manage his statistics, administration and financial situation. The access codes to the administration menu are strictly confidential and should never be transmitted and/or used by a third person.
- 5.2 An update of the pay-outs tabulation is available on the **partner's** administration menu in case of any change in the pay-outs, addition or suppression of a payment method or any change that might modify this tabulation, without the **provider's** acknowledgment.
- 5.3 The **partner** will request his payment, each month, through his administration menu.
- 5.4 The **partner** has the obligation to make sure that his statutory and legal status is in accordance with the laws of his country.
- 5.5 The **partner** will immediately inform the **provider** of any changes that could affect this agreement.
- 5.6 The **partner** will immediately inform the **provider** of any technical problems and/or other.
- 5.7 Any violation of one or several of the present conditions will result in the deletion of the studio account.

#### 6. Responsibilities :

- 6.1 The **partner** is never allowed to use the resources of the **provider** to break the norms and laws in force.
- 6.2 The **partner** is never allowed to make use of spamming methods (unwanted messages and/or programs) to make his promotion.
- 6.3 The **partner** is never allowed to use the resources of the **provider** to give away his personal information or the personal information of the **provider**, unless stated otherwise by the latter.
- 6.4 The **partner** is never allowed to collect and/or use the personal information of the clients gained through the resources of the **provider**. In case of violation of this disposal a warning is sent to the incriminated **partner**. If the **partner** still resorts to such techniques a EUR 10 fine will be applied. If further violations occur then the fine will be doubled for each violation. The same fining system will be applied to studio managers based on one fine per performer and per violation.
- 6.5 The **partner** is never allowed to use the platform of the **provider** to steal customers for his own benefit or the benefit of third parties.
- 6.6 The **partner** is sole responsible for his promotion campaigns and takes sole responsibility in case of complaints from third parties towards him.
- 6.7 The **partner** certifies that he, or any other person in charge of his web space and/or audiotel systems, is of legal adult age and consenting.
- 6.8 The **partner** will prevent minors from accessing the **provider's** platform with his/her access codes.
- 6.9 The **partner** is completely independent of the **provider** and decides when, how long and how he presents himself.
- 6.10 The **partner** is sole responsible for the content and the activities within his web space and/or audiotel.
- 6.11 The **partner** allows the **provider** to send out his image directly or indirectly through the Internet or any other media. This only concerns the pictures that appear on the partner's profile and not his/her identity pictures.
- 6.12 The **partner** is sole responsible for his modules and tools and takes sole responsibility in case of complaints from third parties towards him.
- 6.13 The **provider** can never be held accountable for any legal infringement caused by the elements and data provided by the **partner**.
- 6.14 The **provider** can not be held responsible for the quality and/or accessibility of the Internet (as a network) and of telecom networks.
- 6.15 The **provider** can never be held accountable in case of force majeure, facts and/or events out of his control.
- 6.16 The **partner** certifies that the content of the elements and data that he shares with the **provider**, as well as the updates he performs, in no way act against the intellectual property rights of third parties or other legal norms.
- 6.17 Any violation of one or several of the present clauses will result in the freezing of the incriminated account and its deletion depending on the results of the inquiry.

## 7. Cancellation :

- 7.1 This contract is automatically cancelled if the **partner** is no longer active on the platform of the **provider**. The **provider** retains the right to delete the account within a reasonable time. The account deletion can also be requested by the **partner** and will be dealt with accordingly.
- 7.2 Breach of one or more of the clauses of this contract will result in automatic and immediate cancellation of this contract.
- In case of cancellation of the contract the **partner** will have no right to claim any indemnities or punitive damages and his
- administration menu will be deactivated.
- 7.3 Any suspicion of illegal activity (this includes all types of fraud) will result in the freezing of the partner's account to allow the provider to investigate. If there's enough evidence the partner is directly or indirectly linked to these fraud activities then the provider shall be allowed to put an end to the present contract, without prior notice and with no right for the partner to claim any indemnities or punitive damages. The **partner** will then be allowed to claim the abusively collected amounts from the **partner**.
- 7.4 The **partner** and the **provider** have the right to cancel this agreement at any time and without prior notice.

## 8. Miscellaneous :

- 8.1 The **provider** is free to choose the Internet provider of his choice and to change the technology of the resources shared with the **partner**.
- 8.2 The designs and works of the **provider** are ALL RIGHTS RESERVED and therefore copying of the material (in part or in full) is absolutely prohibited.

## 9. Applicable law :

- 9.1 This contract is governed by English Law.
- 9.2 Any dispute regarding the validity and the execution of this contract will be within the competence of the courts of London.