

Streamer Agreement
Last Updated: October 17, 2024

This streamer agreement is between Cyber-web-media GmbH ("**Company**"), and you, the individual, channel, studio, seller, model or entity signing up to be a streamer ("**Streamer**").

The Company owns and operates the websites located at www.fetishmegastore.com (collectively, "**Website**"), which provides Streamers with billing solutions, advertising media, storage, hosting, phone chat software, messaging software, and virtual store (collectively, "**Services**") through a proprietary web interface to monetize their content and interact with their Customers ("**Customers**").

The Streamer wants to use the Website and the Services to monetize content and interact with Customers

The parties therefore agree as follows:

1. Applicability. The Website's Terms-of-Service Agreement sets out the general terms of the Streamers use of the Website. This agreement governs the Streamers use of the Website and the Services to monetize the Streamers content and interact with Customer. If any inconsistency exists between the statements in this agreement and the Website's Terms-of-Service Agreement, the statements in this agreement will control.

2. Enrollment

2.1 Eligibility. To register, the Streamers must be either (a) an individual who (i) is at least 18-years old (or the age of majority if higher) and (ii) has the legal capacity to enter into legally binding contracts; or (b) an entity that (i) is duly organized in its jurisdiction of organization and (ii) has the power and authority to enter into legally binding contracts.

2.2 Registration. The Streamers must complete the registration form and submit a copy of their valid government-issued picture identification (in color) that contains the Streamers or its authorized agent's full legal name, date of birth, and expiration date for age and identity verification purposes. The Streamer authorizes the Company to verify the validity of the Streamers or its authorized agent's government-issued picture identification with a third-party verification service.

2.3 Statements of Fact. By registering, the Streamers states that the following facts are accurate: (a) all account registration information is accurate (and will continue to be accurate during this agreement); (b) if the Streamer previously had an account, the Streamers old account was not terminated or suspended by the Company for violation of this agreement or the Terms-of-Service Agreement; (c) the Streamers registration is for the Streamers use, and the Streamer will not otherwise sell, rent, or transfer the Streamers account to any third party; and (d) the Streamer will not use any third-party payment processors to accept payments for any Streamers Offerings. below for the Customer Payment type (exclusive of any tax element) (collectively, "**Fee**"). The Company pays the remainder of the Customer Payment (exclusive of any tax element) to the Streamer (collectively, "**Channel Earnings**").

Customer Payment Type	Fee	Channel Earnings
Non-Custom Content Single Sales	20,00%	80,00%
Channel Membership Sales	20,00%	80,00%
Pay To View Messages	20,00%	80,00%
Phone Chat	20,00%	80,00%
Tips/Tributes	20,00%	80,00%
Custom Content	0%	100%
Voucher Payments	0,00%	100,00%
Model Membership Sales	20,00%	80,00%

The Fee includes the Company's costs of providing, supporting, and operating the Website, the Services, and storing the Streamer Content. The Company deducts the applicable Fee from the Customer Payment, and the Company pays the Channel Earnings to the Streamer in the way described in section 7 (Channel Earning Payouts). For purposes of this agreement, "**Customer Payment**" means all payments made by a Customer to the Streamer or the Streamer Models, including payments to buy content, for interaction with the Streamer or the Streamer Models by phone or pay-to-view message, to order custom content from the Streamer or the Streamer Models, and any tips/tributes paid by a Customer to the Streamer or the Streamer Models.

Company Proprietary Rights; Limited License

4.1 Ownership. Except for the Streamer Content, the content, data, and materials on the Website, including the text, graphics, interactive features, logos, images, photos, audio (for example, music and other sounds), videos, software, and all other audible, visual, or downloadable materials, as well as the selection, organization, coordination, compilation, and overall look and feel of the Website (collectively, "**Materials**"), are the intellectual property of the Company, its licensors, and its suppliers. The Streamer does not acquire any ownership rights to the Website or the Materials. Except as the Company expressly authorizes in writing, the Streamer will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit the Website or any of the Materials. If, with authorization, the Streamer downloads or prints a copy of any Materials for the Streamers personal use, the Streamer must keep all copyright, trademark, or other proprietary notices. The Company reserves all rights not expressly granted in and to the Website and the Materials.

4.2 Trademarks. The Company's name and logo; the terms; the Website's logo; and all related names, domain names, logos, product and service names, designs, and slogans are the Company's service marks and trademarks. The Streamer will not use these marks without the Company's written permission. All other names, logos, product and service names, designs, and slogans on the Website are their respective owners' service marks and trademarks.

4.3 Limited License. The Company hereby grants the Streamer and the Streamer Models a nonexclusive, nontransferable, nonsublicensable (except as stated in this agreement), revocable, limited license to access and use the Website, the Materials, the Services, and the related software solely under this agreement, including the right to create a store, post content, sell content and other offerings through the Website, and interact with Customers through the Website and the Interactive Services. The Company prohibits any use other than permitted by this agreement.

5. Streamer Account

5.1 Account Creation. During the registration process, the Streamer will create an account by providing the Company with accurate information as prompted by the registration form, including a valid email address. The Streamer also will choose a password and a unique username. The Streamer must not select a username that is offensive; infringes another person's service mark, trademark, or trade name; promotes another website; or is otherwise against the policies in this agreement.

5.2 Responsibility for Account. The Streamer is responsible for maintaining the confidentiality of the Streamers password and account. Further, the Streamer is responsible for all activities that occur under the Streamer account, including any acts or omissions of any authorized persons that the Streamer adds to the Streamers account or any Streamers Model account. The Streamer will promptly notify the Company of any unauthorized use of the Streamers account (including any Streaming Model account) or any other security breach.

5.3 Liability for Account Misuse. The Company will not be liable for any loss that the Streamer may incur due to someone else using the Streamers password or account (including any Streamer Model account), either with or without the Streamer knowledge. The Streamer could be held liable for losses incurred by the Company or another person due to someone else using the Streamer account or password (including any Streamer Model account).

5.4 Use of Other Accounts. The Streamer must not use anyone else's account at any time.

5.5 Streamer Model Subaccounts. If the Streamer is a studio or agency that engages models to create, upload, transmit, or display Streamers Content, the Streamer may create one or more subaccounts for those models ("**Streamer Models**"), subject to age and identity verification for each Streamer Model, to access and use the Website and the Services according to this agreement and the Website's Terms-of-Service Agreement. The Streamer is responsible for the actions of the Streamer Models insofar as the Streamers account is concerned. The Streamer will provide the Company with accurate information about the Streamer Models added to the Streamers account and will update that information as necessary. Only approved Streamer Models may create, upload, transmit, or display Streamer Content through the Website. The Company is not required to approve any model submitted by the Streamer, and the Company may reject any model submitted by the Streamer for any reason in its sole discretion. The Company may suspend or terminate any Streamer Model subaccount at any time for any reason in its sole discretion. Streamer Models are subject to the Co-Authored Streamer Content. Policy, the Acceptable Use Policy, and the Website's Terms-of-Service Agreement.

5.6 Account Security. The Company cares about the integrity and security of the Streamers personal information. But the Company cannot guarantee that unauthorized persons will never be able to defeat the Website's security measures or use any personal data the Streamer provides to the Company for improper purposes. Accordingly, the Streamer acknowledges that the Streamers submits personal data at the Streamers own risk.

6. Streamer Offerings

6.1 Streamer Channels. The Streamer will create a store, including any sub-stores for any Streamer Models (collectively, "**Streamer Channels.**"), on the Website to display and offer various content and services, including allowing customer to buy Streamer Content, order custom Streamer Content, or talk with the Streamer or the Streamer Models by phone (collectively, "**Streamer Offerings**"). Any image used as a profile picture or avatar on the Streamer Channel must accurately reflect the Streamers or the Streamer Models' appearance.

6.2 Streamer Content. The Streamer or the Streamer Models may create, upload, send, or display various media, content, and material of the Streamers or the Streamer Model's creation to or through the Streamer Store, including photos, videos, audio (for example, music and other sounds), data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material (collectively, "**Streamer Content**"). **By uploading Streamer Content depicting the Streamer or the Streamer Model, the Streamer or the Streamer Model (a) consents to be depicted in the Streamer Content; (b) consents to allow for the public distribution of the Streamer Content and to upload the Streamer Content to the Website (including the Streamer Store); and (c) if that Streamer Content will be made available for downloading by Customers, consents to have that Streamer Content downloaded.** The Company does not and will not control the manner or means by which the Streamer or the Streamer Models creates the Streamer Content, including the time and place of creating the Streamer Content. Streamer or the Streamer Models solely determine the schedule and the methods, details, and means of creating Streamer Content. Streamers or the Streamer Models will supply, at their own expense, all clothing, make-up, accessories, tools, equipment, and instrumentalities needed to produce the Streamer Content. The Streamer acknowledges that the Company merely provides the Streamer or the Streamer Models the means to distribute the Streamer Streamer operty (such as copyrighted material) unless the Streamer or the Streamer Model has a written license or consent from that person or is otherwise legally entitled to do so (i.e., fair use).

6.3 Co-Authored Streamer Content Policy

(a) If the Streamer or Streamer Model uploads Streamer Content to the Streamer Store that depicts anyone else other than or in addition to the Streamer or Streamer Model (even if that person cannot be identified from the Streamer Content) ("**Co-Authored Streamer Content**"), the Streamer or Streamer Model must obtain and keep on record written consent from all persons depicted in the Co-Authored Streamer Content specific to the following areas: (a) consent to be depicted in the Co-Authored Streamer Content; (b) consent to allow for the public distribution of the Co-Authored Streamer Content and to upload the Co-Authored Streamer Content to the Website; and (c) if the Co-Authored Streamer Content will be made available for downloading by Customers, consent to have the Co-Authored Streamer Content downloaded.

(b) In addition, the Streamer or Streamer Model must verify the age and identity of all persons depicted in the Co-Authored Streamer Content to ensure that all persons depicted are adults, and the Streamer or

Streamer Model must be able to provide supporting documents to the Company on request.

(c) The Streamer states that each individual shown in any Co-Authored Streamer Content uploaded to the Streamer Store: (i) is an Streamer or verified customer on the Website; (ii) has given their express, prior, and fully informed consent to their appearance in the Co-Authored Streamer Content; and (iii) has consented to the Co-Authored Streamer Content in which they appear being posted on the Website.

(d) In addition to the statements in section 6.3(c), if the Streamer or Streamer Model uploads Co-Authored Streamer Content where the other person or people appearing in the Streamer Content can be identified from the Streamer Content, the Streamer or Streamer Model must tag the accounts of any person or people appearing in the Co-Authored Streamer Content who can be identified from it.

(e) Streamer and Streamer Models must not upload any Streamer Content containing any image, photo, video, or audio of anyone else other than or in addition to the Streamer or Streamer Models unless that person is also an Streamer, Streamer model, or verified customer on the Website.

(f) If any Co-Authored Streamer Content is a work of joint authorship, the Streamer or Streamer Model is solely responsible for obtaining any required licenses or consents from any other joint authors of the Co-Authored Streamer Content that are sufficient to permit that Co-Authored Streamer Content to be uploaded to and made available on the Website, including the consents specified in section 6.3(a).

(g) The Streamer acknowledges that the Company will only pay out Channel Earnings to the Streamers account to which the Co-Authored Streamer Content is uploaded. The Streamer who uploaded the Co-Authored Streamer Content is solely responsible for dividing and distributing any revenue generated from the Co-Authored Streamer Content between the Streamer shown in that Co-Authored Streamer Content. Any such revenue-sharing agreement will be an independent, private agreement between the Streamer, and the Company is not responsible for providing or enforcing any such agreements. The Streamer acknowledges that the Streamer is not entitled to any Channel Earnings earned on any Co-Authored Streamer Content in which the Streamer appears, but which is posted in another Streamers store. If the Streamer posts Co-Authored Streamer Content in the Streamer Store, the Company may require the Streamer provide valid and complete legal information for all individuals who appear in the Co-Authored Streamer Content. If the Streamer fails to provide any information requested by the Company on its request, the Company may do one or more of the following: (i) delete the Co-Authored Streamer Content, restrict the Streamers rights and permissions to post as an Streamer, terminate the Streamers account, or withhold all or any part of the Channel Earnings earned but not yet paid out to the Streamer.

(h) The Streamer hereby releases the Company from and will not make any claims against the Company arising from or related to the Co-Authored Streamer Content. The Streamer will make all claims arising from or related to the Co-Authored Streamer Content against the Streamer who posted the Co-Authored Streamer Content or appeared in the Co-Authored Streamer Content.

6.4 Record Keeping Requirements. The Streamer must comply with the federal record-keeping and labeling requirements codified at 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75 for all Streamer Content that contains visual depictions of actual sexually explicit conduct. The Streamer must obtain and keep all records necessary to demonstrate that the Streamer complies with 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, including legible copies of picture identification cards (as defined by 28 C.F.R. 75.1) for each individual appearing in any Streamer Content on the date of the production of that Streamer Content. The Streamer or a third-party service provider will act as the “Custodian of Records” as required by 28 C.F.R. Part 75 and will keep all records needed at the Streamers or that third party’s primary address. The Streamer will make available to the Company or any government official, and copy at the Company’s request, all records required to be kept under 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75. **In addition, the Streamer must obtain and keep on record written consent from all persons depicted in the Streamer Content specific to the following areas: (a) consent to be depicted in the Streamer Content; (b) consent to allow for the public distribution of the Streamer Content and to upload the Streamer Content to the Website; and (c) if the Streamer Content will be made available for downloading by Customers, consent to have the Streamer Content downloaded. The Streamer must verify the identity and age of all persons depicted in the Streamer Content to ensure that all persons depicted are adults and must be able to provide supporting documents on request.**

6.5 Interactive Services. Streamer and Streamer Models may use various interactive features, including messaging and phone chat, designed to foster interactions between Streamer and Customer (collectively, “Interactive Services”). The Streamer will remain responsible for all feedback transmitted by Customers

through the Interactive Services. The Company is not required to review, endorse, police, or enforce any relationships or interactions between the Streamer or Streamer Model and any Customer using the Interactive Services. Nor is the Company required to resolve any dispute between the Streamer or Streamer Model and any Customer or any other person, except under Complaint Policy set out in Section 26.17 of the Website's Terms-of-Service Agreement.

6.6 Acceptable Use Policy. The Company offers the Website as a place where Streamer and Streamer models can express their creativity and monetize their content. But Streamer and Streamer models must respect the following rules, or Streamer or Streamer models may face suspension or termination. The Streamer acknowledges that the Streamer it is solely responsible for the Streamer Content that the Streamer or Streamer Model offers, publishes, transmits, or posts on or through the Streamer Store or the Interactive Services. The Streamer Store, the Streamer Content, the Streamer Offerings, and the Interactive Services must not:

- pedophilia
- child exploitation or abuse
- necrophilia
- bestiality

Pre-Publication Review of Streamer Content. The Company reviews all Streamer Content before it is published to the Website to ensure that the Streamer Content is not illegal, does not violate the Acceptable Use Policy set out in section 6.6 or applicable law.

6.8 Enforcement and Investigations

The Company may do any of the following at any time:

Remove or block the Streamer Store or any of the Streamer Offerings or Streamer Content for any reason or no reason at the Company's sole discretion. The reasons for rejection may include where the Company believes that the Streamer Store or the Streamer Content is illegal, breaches this agreement (including the Acceptable Use Policy set out in section 6.6), or violates applicable law.

Take any action concerning the Streamer Store, the Streamer Offerings, or the Streamer Content that the Company considers necessary or appropriate in its sole discretion, including if the Company believes that the Streamer Store, the Streamer Offerings, or the Streamer Content is illegal, breaches this agreement (including the Acceptable Use Policy set out in section 6.6), infringes any intellectual property right of any person, threatens the personal safety of the Website's customers or the public, could create liability for the Company, or otherwise violates applicable law.

Disclose the Streamers or Streamer Model's identity or other information about the Streamer or Streamer Model if required by applicable law or court order (including by subpoena) to any person who claims that the Streamer Store, the Streamer Offerings, or the Streamer Content violates their rights, including their intellectual property rights or their right to privacy or publicity.

Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website, including posting illegal or unauthorized Streamer Content. The Company may pursue any legal remedies against the Streamer for breach of this agreement, including if the Streamer or Streamer Model engages in any conduct prohibited by the Acceptable Use Policy set out in section 6.6. The Company will also report any Streamer Content that could be considered exploitative of children in any way to the National Center for Missing and Exploited Children's CyberTipline and any other applicable legal and regulatory bodies.

Suspend the Streamers or Streamer Model's account or access to any part of the Website (including the Interactive Services) for any reason or no reason, including breach of this agreement (including the Acceptable Use Policy set out in section 6.6), engaging in illegal conduct, or otherwise violating applicable law.

(b) It is the Company's policy to suspend access to any Streamer Content that the Company becomes aware of that might not comply with this agreement, the Website Terms-of-Service Agreement, or applicable law while it investigates the suspected non-compliance or unlawfulness of that Streamer Content. If the Company suspends access to any Streamer Content, the Streamer may request a review of the Company's decision to suspend access to the relevant Streamer Content by contacting the Company at office@fetishmegastore.com. After it investigates the suspected non-compliance or unlawfulness of the relevant Streamer Content, the Company may take any action it considers appropriate, including to

reinstate access to the Streamer Content or to permanently remove or disable access to the relevant Streamer Content without needing to obtain any consent from the Streamer or Streamer Model and without giving the Streamer or Streamer Model prior notice. The Streamer must at the Streamer own cost promptly provide to the Company all reasonable assistance (including by providing the Company with copies of any information that it requests) in its investigation. The Company will not be responsible for any loss suffered by the Streamer or Streamer Model arising from or relating to the suspension of access to the Streamer Content or any other steps that it takes in good faith to investigate any suspected non-compliance or unlawfulness of the Streamer Content under this section 6.8(b).

(c) If the Company suspends access to or deletes any Streamer Content, the Company will notify the Streamer via email or electronic message to the Streamer account, but the Company is not required to give the Streamer prior notice of that removal.

(d) If the Company suspends access to the Streamer account, including any Streamer Model subaccount, or terminates this agreement with the Streamer and the Streamer access to the Website, the Company will notify the Streamer via email. During any period when access to the Streamer account (or any Streamer Model's subaccount) is suspended, the Company may withhold any part of the Store Earnings due to the Streamer but not yet paid.

(e) The Company fully cooperates with law enforcement authorities and court orders requesting or directing the Company to disclose the identity or other information about anyone posting any content on or through the Website (including the Interactive Services). The Streamer hereby waives and holds harmless the Company and its affiliates, licensees, and service providers from any claims resulting from any action taken during, or taken because of, investigations by either the Company or law enforcement authorities.

(f) The Company does not endorse the opinions expressed in the Streamer Store, the Streamer Content, the Streamer Offerings, or the Interactive Services. The Company will not be liable for any action or inaction regarding transmissions, communications, or content provided by any person. The Company will not be liable to anyone for performance or nonperformance of the activities described in this section 6.8.

6.9 Filtering Tools. The Streamer or Streamer Model may use various blocking and filtering features to block customers based on geographical regions from accessing the Streamer Store or the Streamer Offerings. The Streamer or Streamer Model may also block individual customers from accessing the Streamer Store or the Streamer Offerings. The Streamer remains solely responsible for all acts or omissions associated with the Streamer's or Streamer Model's use of the filtering tools.

6.10 Customer Purchases

(a) All transactions and interactions facilitated by the Website are agreements between the customer and the Streamer under the Standard Agreement between customer and Streamer. Although the Company facilitates transactions and interactions between customers and the Streamer by providing the Website, storing Streamer Content, and acting as a payment intermediary, the Company is not a party to the Standard Agreement between customer and Streamer or any other agreement that may exist between a customer and the Streamer. The Company is not responsible for any transactions or interactions between customer and the Streamer.

(b) customer Payments are exclusive of taxes, which will be added at the current rate as applicable to Customer Payments.

(c) When a customer has made the required payment for existing Streamer Content, for customized Streamer Content, or for using the phone chat function, the Streamer must allow the customer to view (or download) the existing Streamer Content paid for, provide the customized Streamer Content, or allow the customer to use the phone chat function paid for (as applicable). The Streamer will indemnify the Company for any breach by the Streamer of this obligation, including loss of profit that the Company suffers due to the Streamer's failure to comply.

6.11 Streamer Store Closure Policy. The Streamer may close the Streamer Store or remove Streamer Content at any time, on condition that the Streamer removal complies with the Standard Agreement between customer and Streamer. If the Streamer closes the Streamer Store, the Company will pay the Streamer any remaining balance in the Streamer's account on the next, normal payout schedule. If the Streamer does not have sufficient funds to meet the minimum payout, the Streamer will forfeit the remaining balance to cover the store closure fees. 12

6.12 Streamer Proprietary Rights

(a) **Streamer Content Ownership.** The Company does not claim any ownership rights in the Streamer Content. The Streamer or Streamer Model continues to retain any ownership rights that the Streamer or Streamer Model may have in the Streamer Content subject to the licenses granted in sections 6.12(b), 6.12(c), and 6.12(e).

(b) **License Grant to the Company.** The Streamer hereby grants the Company, its affiliates, service providers, and each of their and the Company's respective licensees a worldwide, sublicensable, transferrable license to stream, host, cache, route, transmit, store, copy, modify, distribute, publicly perform and display (through all media now known or later created), reformat, excerpt, analyze, create algorithms based on, prepare derivative works of, sell, exploit, and otherwise use the Streamer Content and any associated trademarks, service marks, or trade names solely in connection with the Website and the Company's business, including for (a) displaying the Streamer Content on the Streamer Store and the Website; (b) allowing customer to view, play, or download the Streamer Content from the Streamer Store on the Website; and (c) promoting the Streamer Store and the Streamer Offerings on the Website and via the Company's Facebook, Instagram, Twitter, and any other social media accounts. This license includes the right to reproduce, distribute, display, perform, create derivative works, or otherwise exploit the Streamer Content in proximity with or in connection with any third-party content, including advertisements.

(c) **License Grant to Customers.** The Streamer grants each customer who buys Streamer Content through the Streamer Store a worldwide, nonexclusive license to access the Streamer Content and to use that Streamer Content, including to display, play/download, and perform it, only as enabled by a feature of the Website. This license does not grant any rights or permissions for a customer to use the Streamer Content independent of the Website, except to download a single copy of the Streamer Content if enabled by a feature of the Website for the customer's own personal, noncommercial use and not for further reproduction, publication, or distribution.

(d) **License Duration.** The licenses granted by the Streamer continue for a commercially reasonable period after the Streamer removes the Streamer Content from the Streamer Store, except that the license granted to customers in section 6.12(c) does not terminate for downloaded content or content stored in the customer's cloud account so long as the customer is not otherwise in breach of the Terms-of-Service Agreement or the Standard Agreement between customer and Streamer. The Streamer acknowledges that the Company may keep, but not display, distribute, or perform, server copies of the removed Streamer Content.

(e) **Use of Streamer's Name, Likeness, and Information.** The Streamer hereby grants the Company and its affiliates, and each of their respective direct and indirect successors, licensees, and assigns the right to use the Streamer's fictitious name, image, likeness, and biographical and professional information, including information the Streamer provides to the Company and any other information publicly available about the Streamer, in connection with the Website, the Streamer

Content, and the Streamer Offerings, including advertising and promoting the Website, the Streamer Store, and the Streamer Offerings, throughout the universe and in any medium or format now existing or later developed without further consent from or any royalty, payment, or other compensation to the Streamer. The Streamer acknowledges that the Streamer's name and likeness may appear on websites containing pornographic content, including content that the Streamer might consider obscene, indecent, offensive, or otherwise objectionable. The Streamer waives any right to inspect or approve the Company's use of the Streamer's name and likeness. **In addition, as required in section 6.3 (Co-Authored Streamer Content Policy), the Streamer must obtain a signed written appearance release, waiver of rights, and release of claims for each identifiable person in any Co-Authored Streamer Content to allow the use of their name and likeness in that Co-Authored Streamer Content and to allow that Co-Authored Streamer Content to be posted and downloaded on the Website.**

(f) **Moral Rights Waiver.** The Streamer waives all claims the Streamer may now or later have in any jurisdiction to so-called "moral rights" or rights of droit moral in the Streamer Content.

7. Store Earning Payouts

7.1 Payouts. All customer Payments will be received by a third-party payment provider approved by the Company. The Company will collect the full customer Payment from the relevant payment provider. The Company will deduct the applicable Fee from the customer Payment and then will hold the Store Earnings on the Streamer's behalf in the Company's capacity as the Streamer's agent. The Company will pay out Store Earnings in the manner described in the Guides. Daily and request payouts are subject to an additional 5% service charge. If a customer successfully seeks a refund or chargeback from their credit card provider for a customer Payment, the Company may investigate and, subject to the fetishmegastore.com Charge Back Protection Policy, which covers up to \$5,000 per month in charge backs per individual Streamer or studio operating within fetishmegastore.com, deduct an amount equal to the Store Earnings earned by the Streamer or Streamer Model on the charged-back or refunded amount from the Streamer's account or Streamer Model's subaccount. **After one year, if the Company cannot payout the Store Earnings because of inaccurate information in the Streamer's account and the Company cannot contact the Streamer after two attempts to contact the Streamer for updated information (after 60 and 90 days), the Streamer will automatically forfeit the Streamer's Store Earnings, and the Streamer's Store Earnings will become the Company's property.**

7.2 Store Earnings Withholdings

(a) The Company may withhold all or any part of the Store Earnings due to the Streamer but not yet paid out: (i) if the Company believes that the Streamer or Streamer Streamer Model has or may have seriously or repeatedly breached any part of this agreement or the Website's Terms-of-Service Agreement; (ii) if the Streamer or Streamer Model attempts or threatens to breach any part of this agreement or the Website's Terms-of-Service Agreement in a way which the Company believes could have serious consequences for it or another customer (including actual or possible loss

caused to the Company or another customer); or (iii) if the Company suspects that all or any part of the Store Earnings result from unlawful activity, either by the Streamer (or Streamer Model) or by the customer who made the customer Payment resulting in the Store Earnings, for as long as is necessary to investigate the actual, threatened, or suspected breach by the Streamer (or Streamer Model) or the suspected unlawful activity (as applicable). If after its investigation, the Company concludes that (i) the Streamer or Streamer Model has seriously or repeatedly breached any part of this agreement or the Website's Terms-of-Service Agreement; (ii) the Streamer or Streamer Model has attempted or threatened to breach any part of this agreement or the Website's Terms-of-Service Agreement in a way that has or could have serious consequences for the Company or another user (including actual or possible loss caused to the Company or another user); or (iii) the Store Earnings result from unlawful activity, the Company may notify the Streamer that the Streamer has forfeited the Store Earnings.

(b) The Company will not have any responsibility to the Streamer or Streamer Model if it withholds or forfeits Store Earnings where the Company has the right to do so under this agreement.

(c) If the Company is withholding part of the Store Earnings due to the Streamer, and the Company determines that part of the Store Earnings withheld is unrelated to the Streamer's or Streamer Model's breach or suspected unlawful activity, the Company may pay the Streamer the Store Earnings unrelated to the Streamer's or Streamer Model's breach or suspected unlawful activity. However, the Streamer acknowledges that if the Company considers that the Streamer's or Streamer Model's breaches have or may cause the Company losses, the Company may withhold all the Store Earnings due to the Streamer but not yet paid and the Company may set off those amounts against any losses the Company suffers.

(d) If after the Company concludes its investigation, it determines that Store Earnings are forfeited, the Company will use its reasonable efforts to return any customer Payments that resulted in forfeited Store Earnings to the relevant customers who paid them.

7.3 Streamer Model Store Earnings. The Streamer acknowledges that all revenues generated from any Streamer Model will be considered revenues payable to the Streamer only. The Streamer is solely responsible for making all applicable payments to the Streamer Models operating under Streamer's account according to any agreement between the Streamer and Streamer Models. The Streamer will indemnify, defend, and hold harmless the Company from all claims made by any Streamer Model related to any payments due to that Streamer Model under any agreement between the Streamer and that Streamer Model. The Streamer's failure to make applicable payments to the Streamer Models constitutes a material breach of this agreement. The Company is not required to make any payments to any Streamer Model operating under the Streamer's account unless the Company has agreed to do so in writing. If the Streamer requests the Company to make payments directly to the Streamer Models, the Streamer acknowledges that the Company is providing this service as a convenience and the Streamer will remain liable to the Streamer Models for any applicable revenues owed under any agreement between the Streamer and the Streamer Models.

7.4 Taxes. Taxes are solely the Streamer's responsibility. The Company may withhold any amounts due to the Streamer that the Company determines in good faith must be withheld under US tax law or any other applicable law. The Company may file reports concerning income with any taxing authority, including the US Internal Revenue Service.

7.5 Disputes. If the Streamer disputes the calculation of the Store Earnings, the Streamer must notify the Company in writing no later than 30 days after that disputed calculation. Failure to notify the Company within this period will result in the Streamer's waiver of any claims related to that disputed calculation.

8. Relationship of the Parties

8.1 The parties intend that their relationship will be that of independent contractors and not business partners. This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship. The parties expressly disclaim the existence of any of these relationships between them. Neither party is the agent for the other. Neither party has the right to bind the other on any agreement with another person, except that when the Company receives Store Earnings, it is collecting and holding them on the Streamer's behalf until distribution under section 7.1 (Payouts).

8.2 The Streamer is not eligible under this agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees.

8.3 The Company is not responsible for withholding or paying any income, payroll, Social Security, or other foreign, federal, state, or local taxes; making any insurance contributions, including unemployment or disability; or obtaining worker's compensation insurance on the Streamer's behalf. The Streamer is solely responsible for all those taxes or contributions, including penalties and interest. The Streamer is also responsible for keeping adequate worker's compensation coverage or insurance for the Streamer and any employee or other personnel the Streamer engages, including Streamer Models.

8.4 Any persons employed or engaged by the Streamer in connection with the creation, production, or submission of the Streamer Content (including the Streamer Models) must be the Streamer's employees or contractors, and the Streamer will be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor. The Streamer must require each such employee and contractor to sign written agreements securing for the Company all rights granted to the Company in this agreement and the written consents required in section 6.3 (Co-Authored Streamer Content Policy) before that employee or contractor provides, creates, or otherwise performs or is depicted in any Streamer Content or Co-Authored Streamer Content in connection with this agreement.

9. Statements of Fact. The Streamer states that the following facts are accurate and will continue to be accurate during this agreement:

9.1 If the Streamer is an individual, the Streamer is at least 18-years old and has the legal capacity to enter into this agreement. If the Streamer is an entity, it is duly organized, validly existing, 16

and in good standing as a legal entity under the laws of its jurisdiction of incorporation, organization, or chartering.

9.2 The Streamer has the power to enter into this agreement, to grant the rights and licenses granted in it, and to perform the Streamer's obligations in this agreement.

9.3 The Streamer is duly licensed, authorized, and certified by all applicable governmental and regulatory authorities to perform the Streamer's duties and obligations under this agreement.

9.4 The Streamer is not, nor is the Streamer acting for any person or entity that is, prohibited from engaging in transactions with US citizens, nationals, or entities under US law, including regulations issued by the US Office of Foreign Assets Control (OFAC).

9.5 The Streamer is not, nor is the Streamer acting for any person or entity that is, a Specially Designated National (SDN), as OFAC may designate on one or more occasions.

9.6 The Streamer has independently evaluated the desirability of participating on the Website, and the Streamer has not relied on any statement other than those in this agreement.

9.7 The Streamer's signing and performance of this agreement will not conflict with or violate (a) any order, judgment, or decree that applies to the Streamer; or (b) any agreement that applies to the Streamer.

9.8 The Streamer's performance under this agreement will not:

(a) invade the right of privacy or publicity of any person (including invasion of rights of celebrity);

(b) involve any defamatory, obscene, indecent, or otherwise unlawful material;

(c) violate any applicable law, including 18 U.S.C. § 1591 (sex trafficking of children or by force, fraud, or coercion), and 18 U.S.C. § 2421A (promotion or facilitation of prostitution and reckless disregard of sex trafficking); or

(d) otherwise infringe on the rights of any third parties, including those of copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual-property rights, or engage in false advertising, unfair competition, violation of antidiscrimination law, or violation of any other right of any person.

9.9 The Streamer Content complies with this agreement (including the Acceptable Use Policy stated in section 6.6) and the Website's Terms-of-Service Agreement.

9.10 The Streamer holds all rights necessary to grant the licenses granted in sections 6.12(b) (License Grant to the Company), 6.12(c) (License Grant to customers), and 6.12(e) (Use of Streamer's Name, Likeness, and Information).

9.11 The Streamer either owns the Streamer Content (and all intellectual property rights in it) or has a valid license to offer and supply the Streamer Content on the Website. 17

9.12 If the Streamer Content includes third-party material, the Streamer has secured all rights, licenses, written consents (including those required by section 6.3 (Co-Authored Streamer Content Policy)), and releases that are necessary for the Streamer to use that third-party property in the Streamer Content or the Co-Authored Streamer Content and for the later use and exploitation of that Streamer Content or Co-Authored Streamer Content under this agreement.

9.13 The Streamer Content is of satisfactory quality, taking account of any description of the Streamer Content, the price, and all other relevant circumstances, including any statements or representation that the Streamer makes about the nature of the Streamer Content on the Streamer's account or in any advertising.

9.14 The Streamer Content does not depict any individual under 18-years old.

9.15 The Streamer complies with 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, including inspecting and keeping all required written documents, including written documents sufficient to confirm that all subjects of the Streamer Content (including all Streamer Streamer Models) were at least 18-years old at the time of the production of the Streamer Content as required by 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, and will provide the Company with copies of all required written documents on request.

9.16 The Streamer obtains and keeps on record written consent from all persons depicted in the Streamer Content specific to the following areas: (a) consent to be depicted in the Streamer Content; (b) consent to allow for the public distribution of the Streamer Content and to upload the Streamer Content to the Website; and (c) if the Streamer Content will be made available for downloading by customers, consent to have the Streamer Content downloaded.

9.17 The Streamer verifies the identity and age of all persons depicted in the Streamer Content to ensure that all persons depicted are adults and is able to provide supporting documents on request.

9.18 If the Streamer is a studio or agency:

(a) each Streamer Model is at least 18-years old and the Streamer has verified each Streamer Model's age and identity;

(b) each Streamer Model was at least 18-years old when that Streamer Model's Streamer Content was produced;

(c) the Streamer has provided the Company with a copy of a valid government-issued picture identification (in color) for each Streamer Model that contains that Streamer Model's full legal name, date of birth, and expiration date;

(d) the Streamer will ensure that each Streamer Model complies with the Co-Authored Streamer Content Policy, the Acceptable Use Policy, and the Website's Terms-of-Service Agreement;

(e) the Streamer will monitor each Streamer Model's compliance with the Co-Authored Streamer Content Policy, the Acceptable Use Policy, and the Website's Terms-of-Service Agreement; 18

(f) the Streamer has provided each Streamer Model with a copy of the Website's Privacy Policy; and
(g) the Streamer has entered into a written agreement with each Streamer Model that (i) grants the Company substantially the same rights that the Streamer granted to the Company in sections 6.12(b) (License Grant to the Company), 6.12(c) (License Grant to customer), and 6.12(e) (Use of Streamer's Name, Likeness, and Information); (ii) that requires compliance with the Co-Authored Streamer Content Policy and the Acceptable Use Policy; (iii) that provides for reasonable compensation; and (iv) that otherwise requires the Streamer Model to comply with the material terms of this agreement.

10. Privacy. For information about how the Company collects, uses, and shares the Streamer's personal information, please review the Website's Privacy Policy. The Streamer acknowledges that the Company may retain indefinitely information the Streamer submits to the Company, including a copy of the Streamer's government-issued photo identification, in case the information is needed to comply with applicable law, including 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, or in a good-faith belief that preservation or disclosure of that information is reasonably necessary, in the Company's opinion, to (a) comply with legal process, including civil and criminal subpoenas, court orders, or other compulsory disclosure; (b) enforce this agreement; (c) respond to claims of a violation of the rights of third parties, regardless of whether the third party is a user, individual, or government agency; or (d) protect the rights, property, or personal safety of the Company, the Website's users, or the public.

11. No-Disparaging. During this agreement and for two years after its termination, the Streamer must not take any action that is intended, or would reasonably be expected, to harm the Company or its or its shareholders', employees', contractors', or the Website's reputation, or that would reasonably be expected to lead to unwanted or unfavorable publicity to the Company, its shareholders, employees, contractors, or the Website. But nothing will prevent the Streamer from making any truthful statement in connection with any legal proceeding or investigation by the Company or any government body.

12. Termination

12.1 Termination on Notice; Store Closure. Either party may terminate this agreement for any reason by written notice to the other party. Subject to section 6.11 (Streamer Store Closure Policy), the Streamer may also terminate this agreement by deleting the Streamer's account.

12.2 Termination by Company. The Company may suspend, disable, or terminate the Streamer's account or any Streamer Model's subaccount for any reason, including (a) the Streamer's or Streamer Model's breach of this agreement or the Website's Terms-of-Service Agreement; (b) the Streamer Content infringes any intellectual property right of another person; (c) the Streamer or Streamer Model's fraudulent, illegal, or suspicious activity; (d) the Streamer or Streamer Model engaged in conduct that threatens the personal safety of the Website's users or the public or would tend to damage the Company's reputation and goodwill or create liability for the Company; (e) harassment of Company employees; or (f) the Streamer or Streamer Model violates applicable law.

12.3 Effect of Termination. On termination, the Streamer's or Streamer Model's right to access the 19

Website and all licenses granted by the Company terminate. The Company will remit to the Streamer, no later than 45 days after the date of termination and subject to section 7.2 (Store Earnings Withholdings), all outstanding and undisputed Store Earnings earned under this agreement. In addition, the Streamer acknowledges that the Company may set off against any Store Earnings owed to the Streamer any loss incurred under section 17 (Indemnification).

12.4 Survival. Any part of this agreement that imposes an obligation after termination will survive the termination, including all warranty disclaimers and limitations of liability.

13. Acknowledgments and Warranty Disclaimers

13.1 The Company is not guaranteeing profitability or the amount of money the Streamer will earn under this agreement. The Streamer acknowledges that past earnings do not guarantee or suggest similar future earnings.

13.2 The Streamer or Streamer Model assumes sole responsibility for all risks, consequences, and damages resulting from the Streamer's or Streamer Model's interaction and association with the Website, including risks associated with the publicity of appearing on the Internet; the risk of recording, piracy, or unauthorized dissemination of the Streamer Content; or the risk of publication of the Streamer's or Streamer Model's identity, including publication of the Streamer's or Streamer Model's personal information.

13.3 The Company is not making any warranty—express or implied—that:

- (a) the use of the Website will be timely, uninterrupted, or error-free (whether as a result of technical failure, acts or omissions of third parties, or other causes) or will operate in combination with any other hardware, software, system, or data;
- (b) the Website, the Materials, or the Services will meet the Streamer's requirements or expectations;
- (c) the Website, the Materials, or the Services will be accurate or reliable;
- (d) the Company will correct errors or defects on the Website; or
- (e) the servers that make the Website available are free of viruses or other harmful components.

13.4 The Company offers the Website, the Materials, and the Services "as is." The Company is not making any express or implied warranty about the Website, the Materials, or the Services, including any implied warranty of merchantability, fitness for a particular purpose, and noninfringement. No oral or written advice or information obtained from the Company, the Website, or elsewhere will create any warranty not expressly stated here.

14. Limitation of Liability

14.1 The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, 20

and services providers will not be liable to the Streamer or Streamer Model for any of the following:

- (a) Errors, mistakes, or inaccuracies of the Website or the Materials;
- (b) Personal injury or property damage resulting from the Streamer's access to or use of the Website, the Materials, or the Services;
- (c) Materials (including Streamer Content) or conduct that is infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, abusive, invasive of privacy, or illegal;
- (d) Unauthorized access to or use of the Company's servers and any personal or financial information stored in them, including unauthorized access or changes to the Streamer's account (or Streamer Model's subaccount), the Streamer Content, transmissions, or data;
- (e) Interruption or cessation of transmission to or from the Website;
- (f) Denial-of-service (DoS) attack or distributed denial-of-service (DDoS) attack;
- (g) Bugs, viruses, Trojan horses, malware, ransomware, or other disabling code that may be transmitted to or through the Website by any person or that might infect the Streamer's or Streamer Model's computer or affect the Streamer's or Streamer Model's access to or use of the Website or the Streamer's or Streamer Model's other services, hardware, or software;
- (h) Incompatibility between the Website and the Streamer's or Streamer Model's other services, hardware, or software;
- (i) Delays or failures the Streamer or Streamer Model might experience in starting, conducting, or completing any transmissions to or transactions through or with the Website; or
- (j) Loss or damage incurred because of the use of any Materials posted, emailed, sent, or otherwise made available through the Website.

14.2 The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, and services providers will not be liable to the Streamer or Streamer Model for breach-of-contract damages that the Company could not reasonably have foreseen on entry into this agreement. The Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, and services providers also will not be liable to the Streamer or Streamer Model—regardless of theory of liability and even if the Company knew or should have known of the possibility of these damages—for damages for any of the following: (a) personal injury; (b) pain and suffering; (c) emotional distress; (d) loss of use; (e) loss of services; (f) loss of profits; (g) loss of revenue; (h) loss of goodwill; (i) loss of contracts; (j) loss of data; (k) loss of privacy; (l) loss of business or opportunity; or (m) cost of obtaining substitute services related to the Website or the Services. 21

14.3 Except as stated in section 17 (Indemnification), neither party will be liable to the other party for indirect, incidental, special, statutory, exemplary, or punitive damages arising from or relating to this agreement, regardless of the theory of liability and even if that party knew or should have known of the possibility of these damages, including loss of revenue or anticipated profits or lost business.

14.4 The total cumulative liability of the Company, its members, managers, officers, employees, agents, subsidiaries, affiliates, licensors, and services providers to the Streamer or Streamer Model will not exceed the greater of (a) total amount owed to the Streamer under this agreement and (b) \$200 even if the remedy fails of its essential purpose.

16. Scope of Disclaimers and Limitations. The disclaimers and limitations stated in sections 13 and 14 apply to the greatest extent allowed by law, but no more. The Company does not intend to deprive the Streamer of any mandatory protections provided to the Streamer by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the limitation of some damages or other matters, one or more disclaimers or limitations might not apply to the Streamer.

17. Indemnification

17.1 In General. The Streamer will pay the Company, its directors, officers, employees, agents, subsidiaries, affiliates, licensors, and services providers (collectively, “**Indemnified Parties**”) for any loss of an Indemnified Party’s that is caused by (a) the Streamer’s or Streamer Model’s use of the Website, the Materials, or the Services; (b) the Streamer Store, the Streamer Offerings, or the Streamer Content; (c) the Streamer’s failure to pay taxes in connection with the Store Earnings earned under this agreement; (d) the Streamer’s failure to pay any amount owed to any Streamer Model; (e) the Streamer’s or Streamer Model’s dispute with any customer or other person; (f) the Streamer’s or Streamer Model’s breach of this agreement or the Website’s Terms-of-Service Agreement; (g) the Streamer’s or Streamer Model’s infringement of third-party intellectual property rights or violation of any other third-party rights; (h) the Streamer’s or Streamer Model’s violation of applicable law; (i) the Streamer’s or Streamer Model’s tortious acts or omissions; or (j) the Streamer’s or Streamer Model’s illegal conduct. But the Streamer is not required to pay if the Indemnified Party’s intentional misconduct caused the loss.

17.2 Definitions. “**Loss**” means an amount that the Indemnified Party is legally responsible for 22

or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages. A loss is “**caused by**” an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.

17.3 Indemnified Party’s Duty to Notify. The Indemnified Party will notify the Streamer before the 15th business day after the Indemnified Party knows or should reasonably have known of a claim for a loss that the Streamer might be obligated to pay. The Indemnified Party’s failure to give the Streamer timely notice does not terminate the Streamer’s obligation, except to the extent that the failure prejudices the Streamer’s ability to defend the claim or mitigate losses.

17.4 Legal Defense of a Claim. The Indemnified Party has control over defending a claim for a loss (including settling it) unless the Indemnified Party directs the Streamer to control the defense. If the Indemnified Party directs the Streamer to control the defense, the Streamer will not settle any litigation without the Indemnified Party’s written consent if the settlement (1) imposes a penalty or limitation on the Indemnified Party, (2) admits the Indemnified Party’s fault, or (3) does not fully release the Indemnified Party from liability. The Streamer and the Indemnified Party will cooperate in good faith on a claim.

17.5 No Exclusivity. The Indemnified Parties’ rights under this section 17 do not affect other rights that they might have.

18. Dispute Resolution

18.1 Litigation Election. Either party may elect to litigate the following type of case or controversy: (a) an action seeking injunctive relief, or (b) a suit to compel compliance with this section 18.

18.2 Arbitration. The parties must settle all claims and disputes arising out of or relating to the Website or this agreement by binding online/virtual arbitration with Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is unavailable). The parties will abide by all rules of ARS, as found on its website at www.arbresolutions.com. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, enforceability, or formation of this agreement, including any claim that all or any part of this agreement is void or voidable. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration. The arbitrator may grant whatever relief that would be available in a court at law or in equity, except that the arbitrator must not award punitive or exemplary damages or damages otherwise limited or excluded in this agreement. The arbitrator’s award will include costs of arbitration, reasonable legal fees, and reasonable costs for experts and other witnesses. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this agreement without 23

the parties' prior written consent.

18.3 Injunctive Relief. The Streamer acknowledges that breach by the Streamer of this agreement could cause irreparable harm for which damages would be an inadequate remedy. Accordingly, if any breach occurs or is threatened, the Company may seek an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security.

18.4 Jurisdiction and Venue. If a party brings any proceeding seeking an injunction, a restraining order, or any other equitable remedy to which that party is entitled under this agreement, that party will bring that proceeding only in the United States District Court for the Central District of California or in any state court of competent jurisdiction in Los Angeles County, California, and each party submits to the exclusive jurisdiction and venue of those courts for purposes of any proceeding. Each party waives any claim that any proceeding brought under section 18.4 has been brought in an inconvenient forum or that the venue of that proceeding is improper.

18.5 Recovery of Expenses. In any arbitration or litigation proceedings between the parties arising out of or relating to this agreement, the Prevailing Party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the Prevailing Party incurs in those proceedings, including legal fees and expenses. For purposes of this section 18.5, "**Prevailing Party**" means, for any proceedings, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the Prevailing Party. If any proceedings are voluntarily dismissed or are dismissed as part of the settlement of that dispute, neither party will be the Prevailing Party in those proceedings.

18.6 Jury Trial Waiver. Each party waives its right to a trial by jury in any proceedings arising out of or relating to this agreement. Either party may enforce this waiver up to and including the first day of trial.

18.7 Class Action Waiver. The parties will conduct all proceedings to resolve a dispute in any forum on an individual basis only. Neither the Streamer nor the Company will seek to have any dispute heard as a class action or participate in any other proceeding in which either party acts or proposes to act in a representative capacity. The parties will not combine any proceeding with another without the advanced written consent of all parties to all affected proceedings.

18.8 Limited Time to Bring Claims. A party will not bring a claim arising out of or relating to this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.

19. General

19.1 Entire Agreement. This agreement, together with the Website's Terms-of-Service Agreement, constitutes the entire agreement of the parties concerning the subject matter and supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the parties concerning the 24

subject matter.

19.2 Amendment. The Company may change this agreement on one or more occasions, on condition that changes will not apply to ongoing disputes or disputes arising out of events occurring before the posted changes. The Company will notify the Streamer through the Website or by email of any changes to this agreement. Changes will become effective when posted on this page. It is the Streamer's responsibility to check this page periodically for changes to this agreement. If the Streamer continues to use the Website after any change, the Company will consider the Streamer's continued use of the Website as acceptance. If the Streamer does not agree to the changes, the Streamer's sole remedy is to stop using the Services and terminate this agreement.

19.3 Assignment and Delegation. This agreement is personal to the Streamer. The Streamer will not assign any of the Streamer's rights or delegate any performance under this agreement, except with the Company's prior written consent. The Company may assign any of its rights or delegate any performance under this agreement without the Streamer's consent. Any purported assignment of rights or delegation of performance by the Streamer in breach of this section 19.3 is void.

19.4 Waivers. If the Company fails to exercise or enforce any right or provision of this agreement, it will not constitute a waiver of that right or provision. Any waiver of any provision of this agreement will be effective only if in writing and signed by the relevant party.

19.5 Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

19.6 Notices

(a) **Notice to the Company.** The Streamer may give notice to the Company by email to office@fetishmegastore.com unless a different email address is listed on the Website for giving notice. The Company may change its contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for sending notice to the Company.

(b) **Notice to the Streamer.** The Streamer consents to receive any notice from the Company in electronic form either (1) by email to the email address listed in the Streamer's account or (2) by posting the notice on a place on the Website chosen for this purpose. The Streamer may change the Streamer's contact information on one or more occasions by updating the contact information in the Streamer's account.

19.7 Governing Law. California law governs all matters arising out of or relating to this agreement, including its validity, interpretation, construction, performance, and enforcement, without giving effect to its conflicts of law principles.

19.8 Force Majeure. The Company is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including (a) acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; (b) war, riot, arson, embargoes, acts of civil or 25

military authority, or terrorism; (c) fiber cuts; (d) strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; (e) failure of the telecommunications or information services infrastructure; and (f) hacking, SPAM, or any failure of a computer, server, network, or software.

19.9 No Third-Party Beneficiaries. Except for the Indemnified Parties, who are third-party beneficiaries of section 17 (Indemnification) of this agreement having the right to enforce section 17 (Indemnification), this agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

19.10 Successors and Assigns. This agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.

19.11 Electronic Signature. The Streamer acknowledges that any affirmation, assent, or agreement the Streamer sends through the Website in response to a prompt binds the Streamer. When the Streamer clicks on an "I agree," "I consent," or other similarly worded "button" or entry field using a mouse, keystroke, or another device, this action is the legal equivalent of the Streamer's handwritten signature and binds the Streamer in the same way.

19.12 Voluntary Agreement. The Streamer has entered into this agreement voluntarily and for valid reasons. The Streamer acknowledges that the Streamer (i) has carefully read this agreement, (ii) discussed it with the Streamer's attorneys or other advisors, (iii) understood all the terms, and (iv) will comply with it. The Streamer has relied on the advice of the Streamer's attorneys or other advisors about the terms of this agreement and waives any claim that the terms should be construed against the drafter.

19.13 No Reliance. The Streamer acknowledges that in electronically signing this agreement, the Streamer does not rely and has not relied on any statement by the Company or its agents, except those statements contained in this agreement.

19.14 Consent to Electronic Communications. By using the Website, the Streamer consents to receive communications from the Company electronically, including emails and messages posted to the Streamer's account on the Website. The Streamer acknowledges that all communications that the Company provides to the Streamer electronically satisfy any legal requirement that those communications be in writing. If the Streamer wishes to withdraw the Streamer's consent to receiving electronic communications from the Company at any time, the Streamer may notify the Company at office@fetishmegastore.com of the Streamer's withdrawal of consent.

