



GENERAL TERMS AND CONDITIONS FOR RENTING OF WEBSITE AND/OR AUDIOTELEPHONE SERVICES

Between :

PPP-WEB Ltd
10 MARTIN HOUSE WYVIL ROAD
WYVIL ESTATES
LONDON SW8 2SZ
VAT : GB 841 0098 53
info@ppp-web.com

Referred to as the **provider**,

And :

You

Referred to as the **partner**

HAS BEEN AGREED AS FOLLOWS:

1. Object of this contract :

- The **provider** makes his Webcam/Video and/or vocal platform and resources available for the **partner** to allow him to use it either via pictures, video clips, typed and/or telephone chat and camera directly through the Internet (webcam) or via any other means of broadcast.

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 part of the income (as a commission) to be able to cope with operating costs. The partner can get more info on payouts on <http://www.ppp-web.com/terms/models.php?lang=3>
- 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).
- 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**.

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).

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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 The **partner** is never allowed to display recorded content in stead of a live show.

6. Responsibilities :

- 6.1 The **partner** is never allowed to use the resources of the **provider** to break the norms and laws in vigour.
- 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**.
- 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.
- 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.

7. Cancellation :

- 7.1 This contract is automatically cancelled if the **partner** is no longer active on the platform of the **provider** for a period of more than 45 consecutive days.
- 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 the administration menu of the **partner** will be deactivated.
- 7.3 In case of cancellation of the contract by the **partner**, the **provider** will have the right to claim indemnities or punitive damages compensating the design, administration and maintenance costs (in case of website creation, image or video editing ...). These indemnities will be requested in the form of a transfer of intellectual property rights of the image material (images and/or videos) provided by the **partner** to the **provider**. Otherwise, the indemnities will be of financial nature.
- 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.

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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.

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