

AFFILIATE TERMS AND CONDITIONS

This Affiliate Terms and Conditions Agreement (the "**Agreement**") is entered into by you (hereinafter referred to as the "Affiliate", You and/or "Affiliate") and MG Billing Ireland Limited, doing business as "adultforce.com" (hereinafter referred to as "**Adultforce.com**" and/or "**Adultforce**") in connection with your use of and participation in the Adultforce affiliate advertising program (the "**Affiliate Program**" or "**Affiliate Referral Program**").

Notice to Affiliates

- You may not use any illegal content to promote any product or site connected to Adultforce in anyway (collectively, the "**Adultforce Sites**", and individually an "**Adultforce Site**") nor may you allow advertising for Adultforce or an Adultforce Site to be placed on any webpages which condone any illegal activity. Illegal activity includes any content and/or activity which may run afoul of any law, rule or regulation in the United States of America and/or the location where you are located such as, without limitation and by way of example only, child pornography/exploitation, rape/brutality, incest, bestiality, necrophilia, drugging/incapacitation, blood/mutilation, death, or snuff. Adultforce will scan any websites submitted under the Affiliate Program to ensure that there is no non-compliant content. In the event that we believe, in our sole and absolute direction, that you are promoting any Adultforce Site in violation of this Agreement, your account with Adultforce will be immediately terminated and all moneys which would have otherwise been payable to you hereunder will be deemed surrendered by You in partial payment of the damages for your breach. In addition, as and when Adultforce is alerted to any content it considers, in its sole and exclusive opinion, to be questionable Adultforce may either terminate You as set forth above or provide You with a grace period as determined by Adultforce, in its sole discretion, to remove the objectionable content;
- Also, a domain registration search will be conducted in connection each new affiliate registration application. In cases where the domain registration is hidden or cannot be confirmed the affiliate applicant will be classified as non-compliant until proof of ownership is provided.
- Affiliates whose URLs are not functional, whose traffic immediately redirects to another url or who do not have content may be considered to be in violation of this Agreement.
- Once your affiliate account is approved and active, the URLs submitted are subject to review and any such review, if undertaken, may result in closure of your account and forfeiture of moneys otherwise due to You if the review reveals that You have violated any term of this Agreement. Furthermore, any additional URLs that You choose to direct traffic from must be communicated to your affiliate manager. Failure to do so may result in the suspension and/or termination of your affiliate relationship and closure of your account.
- The acquisition of any domain name(s) or URL's that incorporate or are confusingly similar to any of the trademarks, service marks, or URLs owned by Adultforce or any of its affiliated

entities, including, but limited to, words or URLs such as "Brazzers", "Mofos", "Nutaku", "Wicked" and/or "Twisty's " or any other related trademarks, service marks, or URLs as determined by Adultforce, in its sole discretion from time to time, is expressly prohibited. In the event that you do not comply with this notice, Adultforce shall be entitled to reduce or cease the payout or payment amount otherwise due to Affiliate accordingly.

By clicking on 'I accept' and 'create account', Affiliate is entering into this Agreement with MG Billing Ireland Limited and affirmatively states that it has read same, understands and accepts the Agreement in its entirety without objection and as such agrees to be bound by the terms and conditions set forth herein. Affiliate cannot become a member of the Affiliate Program unless accepting each and every term and condition herein.

- 1) The Affiliate Program provides each Affiliate with the ability to earn money for each new subscription purchase made by a new customer if such customer makes a purchase immediately after clicking on an advertisement placed by the applicable Affiliate and such advertisement contains the Affiliate's unique code with Adultforce, often called an "affiliate code". Each such sale, which also complies with all other terms of this Agreement, is referred to herein as a "**Valid Subscription**". Only subscriptions that do not result in a refund or reversal in the first 24 hours of membership and do not otherwise violate any of the terms of this Agreement shall be considered a Valid Subscription.
- 2) As regards any gaming Affiliate Site such as Nutaku, the Affiliate Program will only pay an Affiliate a specified amount for a lead as disclosed on the Affiliate Program website from time to time once a referral registers to play a game on the gaming Affiliate Site. Should such referral begin making in-game purchases, Affiliate will then be entitled to a revenue-share pay-out, the percentage of which shall be disclosed on the Affiliate Program website from time to time.
- 3) In order to enroll and participate as an Affiliate in the Affiliate Program, Affiliate must be at least eighteen (18) years of age and/or over the age of majority if residing and/or conducting business in states, provinces or countries where the age of majority is greater than eighteen (18) years of age (such minimal age requirement is collectively referred to herein, as applicable, as the "**Age of Majority**"). The Affiliate may not participate in the Affiliate Program in any manner if not of the Age of Majority. If Affiliate is a corporation or any other legal entity, all of its shareholders, partners, officers and directors must be at least the Age of Majority. If at any time, Adultforce discovers that an Affiliate or any of its shareholders, partners, officers or directors are under the Age of Majority, the Affiliate's account shall be terminated and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.
- 4) You must be the owner of the website or the individual vested with the authority to enter into contracts on behalf of the entity that owns the rights to the Affiliate website.
- 5) The Agreement and the provisions hereof, shall be in full force and effect commencing on the date the Affiliate's account is created until terminated by either party in accordance with the provisions set forth herein subject to Adultforce's right to revise the terms of this Agreement at any time. Adultforce shall have the right to amend any or all of the terms of this Agreement at any time without notice and Affiliate hereby agrees to regularly review this Agreement. Participation in the Affiliate Program (whether by logging in to the Affiliate Program or sending

a Valid Subscription) following the posting of a revised Agreement shall constitute Affiliate's agreement to fully comply with such revised terms.

- 6) All payments are made in U.S. dollars ("USD").

Affiliate Referral Program

- 7) An Active Affiliate is defined as an Affiliate that has earned a minimum of \$75.00 of income/payouts under the Affiliate Program. Subject to such feature being launched and available, a referring Affiliate will be credited \$100.00 for a valid affiliate referral once the referred affiliate reaches 75.00\$ of income/payouts under Affiliate Program. Family members and employees are not eligible as referrals and any attempt to refer ineligible individuals to the program will result in immediate account termination.
- 8) A valid referral is defined as an active affiliate that receives 75.00\$ of income/payouts from the Affiliate Program and is not in violation/breach of the terms of this Agreement.

Affiliate Program

- 9) An Affiliate may opt to be paid either through a Pay Per-Sign Up Program or a Revenue Sharing Program as described below.
- **Pay Per-Signup Program:** Adultforce shall pay an Affiliate a pre-determined amount per Valid Subscription, as defined in Section 1. The precise amount payable per Valid Subscription shall vary depending on the Adultforce Site to which a Valid Subscription is referred and shall be disclosed from time to time on the Affiliate Program website and is subject to change in accordance with the terms of this Agreement.
 - **Revenue Sharing Program:** Adultforce shall pay an Affiliate a pre-determined revenue share percentage for all Valid Subscriptions and rebills that the Affiliate's traffic generates using the Affiliate Program. The precise revenue sharing percentage payable under this option shall vary depending on the Adultforce Site to which a Valid Subscription is referred and shall be disclosed from time to time on the Affiliate Program website and is subject to change in accordance with the terms of this agreement.
 - **Pay Per Lead Program:** In addition to a payout further to either the Pay Per-Signup Program or the Revenue Sharing Program for Valid Subscriptions, the Affiliate Program will pay Affiliates a specified amount for a Lead as disclosed on the Affiliate Program website. As used herein, a Lead is a referral that registers on one of the Affiliate Sites, but has not yet effected a transaction thereon. The precise payout for a Lead under the Pay Per Lead Program shall be disclosed on the Affiliate Program website. Adultforce reserves the right to either increase or decrease the amount payable to an Affiliate for Leads referred by an Affiliate depending on the quality of such Leads. All such adjustments shall be communicated electronically to an Affiliate.
- 10) Should an Affiliate opt to participate in the Pay Per-Signup Program, any and all Valid Subscriptions paid by way of a payment method that does not support ongoing recurring

billing, including but not limited to prepaid cards and gift cards, shall nevertheless be subject to the Revenue Sharing Program.

- 11) Affiliate acknowledges and agrees that the Referral Program and Affiliate Referral Programs payouts and structure as outlined in Sections 7, 8, 9 and 10 are included for reference purposes only and that such terms and conditions applicable to an Affiliate may differ as agreed to separately by the parties. Affiliate acknowledges and agrees that it shall not be entitled to a commission or referral fee for any and all referrals, which are in breach/violation of the terms of this Agreement. Affiliate also acknowledges and agrees that it shall not be entitled to a commission or referral fee from Adultforce for any subscription, which Adultforce in its sole and unfettered discretion determines, is the result of possible fraudulent activity. More specifically, Affiliate acknowledges and agrees that bidding on or purchasing any online paid advertising schemes or acquiring any domain names or URL's that incorporate or are confusingly similar to any of Adultforce Sites' trademarks, service marks, or URLs including, but not limited to words or URLs such as "Brazzers", "Mofos", "Wicked", "Nutaku" and/or "Twisty's " or any other related trademarks, service marks, or URLs as determined by Adultforce in its sole discretion from time to time is hereby expressly prohibited. By way of example, such prohibited advertising schemes include pay-per-click models, sponsored links, search engine keywords, AdWords, or similar advertising schemes. In the event, that Affiliate does not comply with this Section 11, Adultforce shall be entitled to reduce or cease the payout or payment amount otherwise due to Affiliate accordingly. In addition, family members and employees of the Affiliate are not eligible as sign ups and any attempt to refer ineligible individuals to the Affiliate Program will result in immediate account termination.
- 12) By joining the Affiliate Program, you understand and agree that the ability to offer certain promotions and participation in the Pay Per-Sign Up Program may be contingent upon minimum and maximum thresholds which may be determined by the Affiliate Program, in its sole discretion, using multiple factors including, without limitation, trial to paid membership ratios, conversion ratios, chargeback numbers, and traffic volume. The Affiliate Program reserves the right to modify any such special pricing at any time and/or to eliminate such special pricing (either as a whole or on an Affiliate by Affiliate basis), change you from the Pay Per-Sign Up Program to the then current Rev-Share Program and/or to terminate You at any time. The Affiliate Program will notify you of such changes either by email or through posting changes in your account with Affiliate Program.
- 13) Adultforce reserves the right to determine the manner in which payments shall be processed. Generally, the pay period shall be split into two monthly periods: from the 1st of the month to the 15th of the month and from the 16th of the month to the last day of the month. Generally, payments shall be made 30 days after the end of a pay period. Generally, the first payment is sent 30 days after the end of a pay period and subsequent payments are sent every 2 weeks thereafter.
- 14) The Affiliate shall be solely responsible for the operation, development and general maintenance of its website.
- 15) An Affiliate is not authorized to and shall not change, modify or in any way edit any Adultforce Sites' names, images, file names, trademarks, design logos, watermarks, banners,

ads, descriptive logos or any other material for any purpose other than as expressly set forth herein or in any modification to this Agreement. Moreover, an Affiliate shall not remove, edit, modify, alter or change an Adultforce Site's watermark in any way, nor shall they insert publicity of any kind within the videos/scenes (during, before or after). The Affiliate acknowledges and understands that any breach of these provisions shall entitle Adultforce to immediately revoke an Affiliate's status under the Affiliate Program and Affiliate Referral Program without notice as well as to cancel the Affiliate's account and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

- 16) All scenes (videos) belonging to an Adultforce Site posted/uploaded/published onto websites by the Affiliate as part of the Affiliate Program shall not run longer than three (3) minutes in total duration. In addition, when posting/uploading/publishing a scene, the Affiliate agrees not to post more than one part of the scene. Any Affiliate that posts/uploads/publishes scenes longer than three minutes and/or posts various parts of the same scene, acknowledges and understands that Adultforce shall have the right to immediately revoke an Affiliate's status without notice as well as cancel the Affiliate's account and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.
- 14) Adultforce abides by a **ZERO TOLERANCE** policy relating to "spamming." No spamming of any kind or in any form, whatsoever, is permitted to or in connection with Adultforce.com's site. Adultforce does not allow Affiliates to market websites under this program through the transmission of unsolicited bulk e-mails, therefore, it is extremely important that any mass e-mailings by you conform to our policies. The policy prohibiting spamming is intended to ensure compliance with the [US Federal Law, CAN-SPAM Act of 2003.](#)
- 17) Affiliate acknowledges and agrees that its website(s) shall be in full compliance with Section 2257 of Title 18, United States Code, the "**Records Keeping and Labeling Act**" containing all information as required by Section 2257 of Title 18. Affiliate further acknowledges that it has a legal obligation to comply with disclosure provisions of the Records Keeping and Labeling Act and shall identify a custodian of records and address for each and every image appearing on the Affiliate's website and/or comply with all amendments of Section 2257 of Title 18. The Affiliate warrants that all content on its website shall be compliant with Section 2257 of Title 18 and all models were at least eighteen (18) years of age when content was created.
- 18) The Affiliate shall not use any Adultforce Sites' images or videos for promotion of any other site.
- 19) Adultforce abides by a **ZERO TOLERANCE** policy relating to any illegal content. Child pornography/exploitation (including any images sexualizing minors although they may not be unclothed), bestiality, rape, torture, incest, necrophilia, drugging/incapacitation, snuff, death and/or any other type of obscene and/or illegal material ("**Illegal Content**") shall not be tolerated by Adultforce. Should Affiliate send individuals or cause individuals to be sent from any website, regardless of whether or not such website is owned or controlled by Affiliate, content which contains any Illegal Content, Affiliate's account shall be terminated without notice and all monies otherwise due to Affiliate will be forfeited as partial damages for violating this Agreement. Further, Adultforce reserves the right to report your conduct to any and all

law enforcement departments and personnel it deems, in its exclusive opinion, to be appropriate.

- 20) Adultforce does not accept traffic from any site that contains materials which constitute an infringement, misappropriation or violation of any individual's or entity's intellectual property rights including but not limited to copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights, etc. If You send individuals or cause individuals to be sent content from any site which constitutes an infringement, misappropriation or violation of any individual's or entity's intellectual property rights, your status as Affiliate will be revoked without notice and your account cancelled and all monies due to You will be forfeited as partial damages for violation(s) of the terms and services of the Agreement. Furthermore, should an Affiliate or Affiliate's website contain any material which Adultforce, in its sole discretion determines, constitutes an infringement, misappropriation or violation of any individual's or entity's intellectual property rights including but not limited to copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights, etc., Adultforce shall revoke the Affiliate or Affiliate's status without notice and terminate the account and all monies due to the Affiliate will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.
- 21) Adultforce shall not tolerate any form of deceptive, unfair and/or false advertising by an Affiliate and all such practices are prohibited.
- 22) Adultforce shall not tolerate any spyware or ad-aware and shall not accept referrals obtained through spyware or ad-ware and all other software which sends data back to the user without his/her knowledge and/or consent.
- 23) Affiliate acknowledges and agrees that Adultforce shall have the right to revoke the Affiliate's status without notice and terminate the account and retain all monies due to the affiliate as partial damages for violation(s) of the terms and conditions of the Agreement if in Adultforce's sole and unfettered discretion, the Affiliate has violated any of the terms of this Agreement.
- 24) Affiliate accounts terminated by Adultforce due to a violation of the terms and conditions set forth herein, cannot re-apply to the Affiliate Program without the prior written consent of Adultforce. Subject to such restriction, the present Agreement will be binding on and enforceable against parties and their respective successors and assigns. Failure by Adultforce to enforce strict performance of any provision in the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 25) Adultforce reserves the right to cancel any Affiliate's account that has an unusually high number of chargebacks and refunds as determined in the sole and unfettered discretion of Adultforce. Any monies, which are due to any Affiliate whose account has been terminated due to excessive chargebacks and refunds, will be forfeited as partial damages under the terms of this Agreement.
- 26) Affiliate acknowledges and agrees that Adultforce shall have the right, in its sole and exclusive discretion, at any time during the term of this Agreement, to expand or modify what it determines to constitute possible fraudulent activity for the purposes of Section 11 of this

Agreement. Without limiting the generality of the foregoing, possible fraudulent activity shall include, without limitation, the following circumstances or activities:

-Where there has been an attempt to process a credit card with a bin number that is listed in a negative bin number database; and

-Where there have been sequential or multiple attempts to register or subscribe from a credit card using the same bin number and sequential or multiple number strings to complete the credit card number.

-Traffic sources must be transparent and explainable to Adultforce agents upon request. Referring URLs may not be cloaked, hidden, spoofed, or otherwise obscured (including but not limited to the use of a redirecting page) such as that Adultforce cannot reasonably determine the site from which a customer has been directed to join.

- 27) All Adultforce program benefit materials, including but not limited to all advertising banners, photographic materials, recordings, video, sound, and any other form of intellectual property provided to the Affiliate by Adultforce as part of this program shall remain the exclusive property of Adultforce or any of its affiliated entities and may not be copied, reproduced, altered, modified, changed, broadcast, distributed, transmitted, disseminated, sold or offered for sale in any manner except as expressly authorized in writing by Adultforce. The Affiliate acknowledges and agrees that nothing in this Agreement shall grant the Affiliate any right of ownership whatsoever in any intellectual property of Adultforce or of any of its affiliated entities that own an Adultforce Site or the content found thereon. The Affiliate agrees that it will not take any action or act in any manner that shall ruin or otherwise impair the value and the goodwill associated with the Adultforce brand and its property or any brand or property of an affiliated entity owning an Adultforce Site or the content found thereon. Affiliate agrees not to use Adultforce's or an Adultforce Site's proprietary marks in a manner that diminishes their value or portrays its associated products in a negative manner.
- 28) Should any law enforcement agency, internet service provider or other individual or entity provide Adultforce with notice that an Affiliate has engaged in the transmission of unsolicited e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, Adultforce reserves the right to cooperate in any investigation relating to your activities, including the disclosure of your account information in connection therewith.
- 29) "Confidential Information" shall be defined as any information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any other persons information, such other persons) past, present or future research, development or business activities, including any unannounced product(s) and service(s) and including any information relating to services, trade secrets, intellectual property, developments, designs, inventions, processes, plans, financial information, customer and supplier lists, forecasts, and projections. Confidential information shall also include the terms of this Agreement, any data, idea, technology, know-how, inventions, algorithms, process, technique, program, computer software, computer code, and related documentation, work-in-progress, future development, engineering, distribution, manufacturing, marketing, business, technical, financial or personal matter relating to any actor or actress present or future

products, sales, customers, employees, opportunities, markets or business in graphic text or electronic or any other form, that is treated as confidential by either party. The Affiliate agrees that it shall not disclose any Confidential Information to any third party and shall not use Confidential information for any purpose other than performance of the rights and obligations under this Agreement. Affiliate shall also take all and any reasonable precautions to prevent any unauthorized disclosure of Confidential Information.

- 30) Adultforce reserves the right to cancel this Affiliate Program and Affiliate Referral Program at any time.
- 31) Adultforce shall not be liable for any losses due to server downtime, net congestions and any and all similar and like occurrences or difficulties.
- 32) The parties to the agreement shall not be liable or be considered in breach or default under the Agreement on account of delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to acts of God; wars, riots, acts of civil or military authority, terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; strikes, etc.
- 33) The terms and conditions of this Agreement are subject to change by Adultforce at any time in its sole discretion. You shall be provided reasonable notice of any such changes by e-mail to your address on our records or by posting the changes on the Adultforce site and such shall be considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available payment programs, commission fees, commission schedules, payment procedures, and Affiliate Program rules. All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to You, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program, following Adultforce's posting of a change notice or new agreement on the Adultforce site, will constitute binding acceptance of the change and shall constitute confirmation of Affiliate's acknowledgement and assent to any such modifications. You affirm that you have read this Agreement and understand, agree and consent to its Terms and Conditions.
- 34) Nothing in this Agreement shall be construed so as to create a relationship of partners, any partnership, joint venture, agency franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on behalf of Adultforce. Affiliate will not make any statement, whether on their website or otherwise, that would reasonably contradict anything in this Section. Affiliate is not an agent of Adultforce and Adultforce expressly disclaims responsibility for any conduct by Affiliate in violation of this Section or other terms of this Agreement.
- 35) Adultforce will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or any of the Affiliate Referral Program or the Affiliate Program, even if Adultforce might have been advised of the possibility of such damages. Furthermore, Adultforce's aggregate liability arising with respect

to this Agreement and the Affiliate Program will not exceed the total commissions paid or payable to the Affiliate under this Agreement.

- 36) Affiliate hereby represents and warrants to Adultforce that this Agreement has been duly and validly executed and delivered by the Affiliate and constitutes said Affiliate's legal, valid and binding obligation, enforceable against Affiliate in accordance with its terms; and that the execution, delivery and performance by the Affiliate of this Agreement are within their legal capacity and power; have been duly authorized by all requisite action on their part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which Affiliate are subject or which is binding upon Affiliate, or (ii) the terms of any other agreement, document or instrument applicable to Affiliate or binding upon the Affiliate.
- 37) The Affiliate may not assign this Agreement including the rights and obligations to any third party without the prior express written approval of Adultforce.
- 38) If any term, clause or provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.
- 39) Affiliate hereby agrees to indemnify, defend and hold harmless Adultforce, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Adultforce (collectively the "**Losses**"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim or threatened claim that the use of Affiliate Trademarks infringes on the rights of any third party; (ii) the breach of any promise, covenant, representation or warranty made by the Affiliate herein; or (iii) or any other claim related to Affiliate's site.
- 40) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland without regard to conflicts of law principles. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate court located in the Republic of Ireland. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding.
- 41) This Agreement shall be binding. The failure by Adultforce to enforce the strict performance of the terms of any provision of this Agreement shall not be deemed a waiver of the right of Adultforce to subsequently strictly enforce any provision of this Agreement. This Agreement constitutes the entire agreement between the Affiliate and Adultforce. If for any reason a court of competent jurisdiction finds that any provision of this Agreement, or portion thereof, to be unenforceable, in whole or in part, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect.
- 42) By signing up to the Affiliate Program, and by supplying Adultforce with all the required information to sign up as a Affiliate, the Affiliate is acknowledging that they have read and

agreed to all of the terms and conditions, promises, warranties, duties and obligations set forth in the above agreement and agree to be bound by the terms thereof.