

## Terms of Use of the cash4members affiliate program

cash4members is a product of and operated by Colbette II Ltd., Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540 (hereinafter “**c4m**”, “**Colbette**”, “**we**”, “**our**” or “**us**”) focusing on Webmasters.

Based on that, Colbette and the Webmaster (hereinafter “**Webmaster**” or “**you**”), whereby each of us will be referred to as a “Party” or “Party to the Agreement” and together referred to as the “Parties”, conclude the following Agreement.

### Background

The purpose of these Terms of Use of the cash4members affiliate program (hereinafter “**Terms of Use**”) is to clarify the type of relationship between the Parties. Colbette provides the Webmaster with the opportunity to promote different websites of the Group Company and other selected parties (hereinafter “**Sites**”). In connection to that, Colbette is providing certain marketing materials (hereinafter “**Marketing Materials**”) to the Webmaster to place them on other websites etc. in order to refer potential Users, Performers or Webmasters to the Sites. For his services, the Webmaster receives a compensation (hereinafter “**Compensation**”).

These Terms of Use shall apply to every person who registers an account as Webmaster at cash4members.com (hereinafter “**Webmaster Account**”). By registering a Webmaster Account, the Webmaster formally accepts these general Terms of Use as well as the terms and conditions stated in the c4m Privacy Policy.

Colbette reserves the right to modify any of these Terms of Use at any time, in its sole discretion, by posting the new version of the Terms of Use under this URL, on the website cash4members.com or under any other URL implemented by Colbette for this purpose, if the previous version of the Terms of Use is not consistent with the business model anymore and the extent of the amendments can be deemed appropriate and reasonable for the Webmasters.

All changes to these Terms of Use shall be deemed approved by you if you do not object within 30 days of receiving the notice about the modifications of the Terms of Use. If any of the modifications are unacceptable to you, your only recourse is to terminate your Webmaster Account. Your continued participation under the modified version of the Terms of Use after the end of the term of 30 days will be deemed binding acceptance of the modifications.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation in this clause apply to the Terms of Use.

**Business Day:** a day (other than a Saturday or Sunday) on which banks are open for business in Nicosia (other than solely for trading and settlement in Euros).

**Compensation:** the Compensation payable in respect of the services provided by the Webmaster as set out in clause 4.

**Content:** all materials/works including text, information, data, images, photos, drawings, typographical arrangements, audio or video material in any medium or form created/produced and provided by the Performer to the Sites that will be offered for sale to the Users.

**Group Company:** means each party and any undertaking which is, on or after the Effective Date of these Terms of Use from time to time, a subsidiary undertaking of Colbette, a parent undertaking of Colbette, a subsidiary undertaking of a parent undertaking of Colbette or a subsidiary undertaking of a subsidiary undertaking of Colbette, or a subsidiary or parent undertaking of any of them.

**Interaction:** the interaction between the Performer and the Users, including, but not limited to, responding to paid text messages from Users and private chats via webcam between Users and the Performer via the Sites.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect preserve the confidentiality of, Confidential Information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Marketing Materials:** any marketing or creative materials, reseller layouts and membership areas offered to the Webmasters by c4m on the website cash4members.com or in a different way to promote the Sites.

**Performer:** a self-employed person or entity producing Content, submitting such Content to and publishing it on our Sites in order to offer such Content for sale and/or a self-employed person offering Interaction via our Sites.

**Related Website:** any other website than the Sites that is operated by us or by any Group company or a company which has a business relationship with us and/or a Group company.

**Sites:** means the Internet platform <http://www.MyDirtyHobby.com>, <http://www.MyDirtyhobby.de>, <http://www.privatamateure.com> and, if applicable, websites of selected business partners.

**User:** the customers of the Sites for, and the ultimate user of, the Content/Interaction.

**User Account:** an account registered by a User at the Sites.

**Webmaster:** a self-employed person or entity being registered on the website cash4members.com and being the beneficiary of the Compensation for the promotion of the Sites.

**Webmaster Account:** an account of a Webmaster registered on the website cash4members.com.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party includes that party's personal representatives, successors or permitted assigns.
- 1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 References to clauses and schedules are to the clauses and schedules of these Terms of Use, if not stated otherwise.
- 1.9 Any obligation in this agreement not to do something includes an undertaking not to allow that thing to be done.

## **2. REGISTRATION OF WEBMASTER ACCOUNT**

You may access many areas of the website cash4members.com without registering your personal details with us. Certain areas can only be accessed if you register a Webmaster Account.

- 2.1 In order to enroll and participate as a Webmaster in the cash4members affiliate program, the Webmaster must be over 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. The Webmaster may not participate in the cash4members affiliate program in any manner if not of the age of majority in the state, province or country where residing and/or conducting business. If Webmaster is a corporation or any other legal entity, its shareholders, partners and directors must be over 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. If at any time, c4m discovers that a Webmaster is under 18 years of age and/or under the age of majority, the Webmaster Account shall be cancelled and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

c4m reserves the right to request proper and satisfactory documents to verify your age and/or identity.

- 2.2 Also, a person is required to enter a personal username, a password, a valid email address, a valid telephone number, his real name and his residence address.

- 2.3 Each registration is for a single Webmaster only. c4m does not permit you to share your username or password with any other person. The responsibility for the security of any passwords issued rests with you.
- 2.4 c4m is not obliged in any way to accept a person as Webmaster, to allow that person to register a Webmaster Account or to grant a person access to the website cash4members.com.

### **3. RIGHTS AND OBLIGATIONS OF THE WEBMASTER**

#### 3.1 Rights

- 3.1.1 With the registration of a Webmaster Account, c4m grants the non-exclusive and non-transferrable right to the Webmaster to access the Marketing Materials on the website cash4members.com and to use them to promote the Sites on other websites, in forums, blogs, instant-messengers or in social networks in order to refer Users, Performers and Webmasters to the Sites.
- 3.1.2 The Webmaster may not assign or transfer the non-exclusive right to third parties and may also not sublicense the right to third-parties.

#### 3.2 Obligations

With regard to c4m, the Webmaster needs to ensure the following:

- (a) The Webmaster Account will be registered and administered by the Webmaster only. Therefore, the Webmaster needs to ensure that third parties shall not have access to the Webmaster Account and to keep the password of the Webmaster Account confidential.
- (b) In connection to the registration of a Webmaster Account, the Webmaster is obliged to enter correct personal details. In the event of changes to the information submitted by the Webmaster, the Webmaster is obliged to change the information in his Webmaster Account immediately.
- (c) The Webmaster shall always use the latest version of Referrer-Links in order to refer potential Users, Performers or other Webmasters to the Sites. In the event of a change of the system of the website cash4members.com, c4m will inform the Webmaster about the change and request him to use the latest version of the Referrer-Links. If the Webmaster does not comply with the request, the Webmaster's Referrer-Links can be deactivated.
- (d) The Webmaster shall take adequate measures to ensure that the websites, forums, instant-messengers and/or social networks the Marketing Materials will be used in by the Webmaster refrain from intentionally targeting person who do not have attained the age of majority yet.
- (e) The Webmaster shall refrain from sending any unsolicited/SPAM emails to any potential User, Performer or Webmaster or a User, Performer or Webmaster already referred by the Webmaster to the Sites or to contact any such person via other types of electronic communication without the person's consent in order to refer the person to the Sites.
- (f) The Webmaster shall also refrain from contacting either Users of the Sites who are already in possession of a User Account or Performers who are already offering their Content on the Sites in order to motivate them to register

a new User/Performer Account via the Webmaster in addition to the already existing User/Performer Account.

- (g) The Webmaster shall also refrain from contacting either Users or Performers already referred by him to the Sites in order to entice them away to websites not owned by Colbette or a Group Company and/or to cancel the business relationship of Users or other Performers and Colbette.
- (h) The Webmaster 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 Webmaster website.

Subject to clause 4.7, if purchases by Users are processed directly via the domain of the Webmaster, the Webmaster shall provide to c4m all specific contact information and proof of ownership for the domain including without limitation, the confirmation from the domain registrar. In addition, the Webmaster shall at all times point his domain to the Sites' server.

### 3.3 Regulations concerning the Marketing Materials and how to promote the Sites:

- (a) The non-exclusive right of the Webmaster to use the Marketing Materials results solely from this license and is also limited to it. The Webmaster shall refrain from taking any action where he claims that the brands shown in the Marketing Materials are invalid, not legally enforceable or that the owner of the trademarks is not the actual and legitimate owner of this brand and the associated rights. Also, the webmaster may not perform acts which could impair the rights to the brand and the Marketing Materials or weaken the validity of the brand.

In connection to that, you acknowledge that any use of the brand and the Marketing Materials is only for our benefit and you will not assert any right based on the use of the brand and the Marketing Materials (except as agreed upon in these Terms of Use).

- (b) In the event c4m removes certain Marketing Materials from the website cash4members.com and does not offer them anymore to the Webmasters, the Webmaster is obliged to remove the Marketing Materials at the request of c4m (via email and/or on the website cash4members.com), within a term of 30 days upon receipt of the notification from all websites, all forums etc. where the Webmaster placed them.
- (c) All Intellectual Property Rights in the Marketing Materials and the brands belong to c4m.
- (d) The Webmaster shall not register or attempt to register any trademarks, names or domain names that are identical to the brands and for which a risk of confusion with the brands exists or which may affect the brands and Marketing Materials (like, for example, so-called typo domains). In the event a Webmaster has done such registration, the Webmaster agrees to transfer these rights to c4m at no cost, if requested.
- (e) The Webmaster is not allowed to buy or register any so-called keywords, search terms or other terms that are identical or similar to the brands or variations thereof in order to use them in search engines, portals, advertising networks or other referral or search services.
- (f) The marketing activities of the Webmaster may not be in contradiction to the regulations and applicable laws of the country the Webmaster or c4m is

residing in and of the country the Webmaster is focusing his marketing activities on. Also, the marketing activities shall be in accordance with these Terms of Use.

- (g) The Webmaster himself shall not place and shall not authorize, procure, assist or encourage any third party to:
- Place the Marketing Materials on websites, in forums, in instant-messengers and/or in social networks etc. or in a setting that is unlawful, harmful, threatening, defamatory, abusive, liable to incite racial hatred, discriminatory, offensive, inflammatory, blasphemous, xenophobic, condemnable, in breach of privacy laws or which may cause annoyance or inconvenience;
  - Place the Marketing Materials on websites, in forums, in instant-messengers and/or in social networks etc. that are infringing any third party's intellectual property rights;
  - Place the Marketing Materials on websites, in forums, in instant-messengers and/or in social networks etc. that are aimed at minors in order to refer them to the Sites;
  - Place the Marketing Materials on websites, in forums, in instant-messengers and/or in social networks etc. that disparage or harm the reputation of the Sites, c4m or the Group Company in any way;
  - make false, incorrect and/or incomplete statements in connection to the use of the Marketing Materials to third parties by announcing benefits in return for the registration of a User Account, Performer Account or Webmaster Account on the Sites or the website cash4members.com the person is supposed to receive in connection to the use of the Sites or the website cash4members.com, that actually do not exist;
  - Create a website that substantially resembles the "look and feel" of our Sites, nor utilize any such means or website to create the impression that such websites are operated either by c4m or the Group Company;
  - To frame any page of the Sites in whole or in parts (except regarding the Marketing Materials provided by c4m);
  - Take any action that could reasonably cause any third party confusion as to the relationship between c4m and the Webmaster any third party, or as to the ownership or operation of the Sites or the website cash4members.com.

3.4 Without prejudice to anything else in these Terms of Use, if c4m determines, in its sole discretion, that you have acted in contradiction to clause 3.2 and 3.3, c4m is entitled to issue a warning to the Webmaster, to block the Webmaster and to terminate the business relationship with the Webmaster with immediate effect. In addition, c4m is entitled to reclaim or to withhold the Compensation of the Webmaster completely or in parts.

3.5 Each Party understands that a breach of clause 3.2 (e) and 3.2 (f) – (g) could cause c4m damages that will be difficult to calculate, for instance resulting from SPAM emails or losses in terms of the sale of Content or the amounts generated through Interaction. For that reason, it is agreed that the parties have considered what would

be a reasonable estimate of the damages c4m would suffer. Therefore, the Webmaster will pay to c4m as liquidated damages a sum of €5,000.00 for a breach of the clauses mentioned above.

#### 4. COMPENSATION / ASSIGNMENT

4.1 For the term of the business relationship with the Webmaster, c4m shall be obliged to pay to the Webmaster the following Compensation for the respective terms stated in clause 4.5. (if not stated otherwise on the website cash4members.com):

(a) In connection to the referral of a **User** registering a User Account at the Sites:

(aa) Revenue share

The Webmaster shall receive the following percentage of every booking of a User in connection to the purchase of Content or participation in Interaction net of any applicable sales taxes (such as, but not limited to, Value Added Tax):

25%	Standard
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Any percentages exceeding the standard percentage will be, if applicable, stated on the website cash4members.com.

(bb) Pay Per Sale (PPS)

€50.00	Standard
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Any Compensation exceeding the standard Compensation will be, if applicable, stated on the website cash4members.com.

Please note that the Webmaster shall not be entitled to a PPS-Compensation if a customer uses PaySafeCard or Advance payment/prepaid for the initial transaction as payment method.

(cc) Pay Per Lead (PPL):

€2.00	Standard
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Please note that the Webmaster shall only receive a PPL-Compensation if the User confirms the email address entered in the course of registering a User Account. If the User does not confirm its email address, the Webmaster will not be entitled to the PPL-Compensation for this User.

Any Compensation exceeding the standard Compensation will be, if applicable, stated on the website cash4members.com.

- (b) In connection to the referral of a **Performer** registering a Performer Account at the Sites, the Webmaster shall receive the following percentage of the compensation of the Performer (basis of calculation is a commission of the Performer of 25% of the Content Revenue generated by the Performer on the Sites), generated by the sale of Content or by providing Interaction (net of any applicable sales taxes (such as, but not limited to, Value Added Tax)):

10% of the Compensation of the Performer

- (c) In connection to the referral of a **Webmaster** registering a Webmaster Account at the website cash4members.com, the Webmaster shall receive the following percentage of the Compensation (basis of calculation is a Compensation of the referred Webmaster of 25% of every booking of a User in connection to the purchase of Content or participation in Interaction) the Webmaster receives from c4m (net of any applicable sales taxes (such as, but not limited to, Value Added Tax)):

10% of the Compensation of the Webmaster

4.2 Compensation will be paid by c4m monthly in arrears and the transfer of the Compensation to the Webmaster shall be initiated on the 16<sup>th</sup> of the following month, or if the 16<sup>th</sup> is not a business day, by the day following the 16<sup>th</sup>. The Compensation will be paid to the Webmaster by a monthly credit note via the method of payment as stated in the Webmaster Account. The Webmaster can only choose one of the payment methods offered on the website cash4members.com.

4.3 Compensation will be paid to the Webmaster provided that the minimum amount has been reached. The minimum amount is €50.00 / US\$50.00 depending on the payment methods chosen by the Webmaster when registering a Webmaster Account.

If this requirement is not met within the invoicing period, the Compensation shall be carried over to the following invoicing period. If the Webmaster is not able to reach the minimum amount within a term of 12 months, his balance of Compensation expires and is lost.

4.4 The Webmaster can access the reports regarding his Compensation in his Webmaster Account on the website cash4members.com. Only the reports regarding the Compensation for the previous 12 months are available. At the end of this term, all reports will be removed; older reports can only be requested from the support for a fee. The Webmaster will be informed about the fee in advance.

4.5 Assignment

- (a) In connection to the referral of a **User** by the Webmaster, the referred User will be permanently assigned to the Webmaster starting on the date of the registration of a User Account on the Sites.

In connection to that, "permanently" means the term the User is an active user on the Sites holding a valid User Account, but not the actual lifetime of the person.



- (b) In connection to the referral of a **Performer** by the Webmaster, the referred Performer will be permanently assigned to the Webmaster starting on the date of the registration of a Performer Account on the Sites. However, the Performer will be permanently assigned to the specific Webmaster in which connection he has finally registered a Performer Account at the Sites.

In connection to that, “permanently” means the term the Performer is an active Performer on the Sites holding a valid Performer Account and as long as the Content is offered for sale on the Sites and/or the Performer is offering Interaction on the Sites, but not the actual lifetime of the person.

- (c) In connection to the referral of a **Webmaster** by the Webmaster, the referred Webmaster will be permanently assigned to the Webmaster starting on the date of the registration of a Webmaster Account on the website cash4members.com.

In connection to that, “permanently” means the term the Webmaster is an active webmaster of c4m holding a valid Webmaster Account, but not the actual lifetime of the person.

#### 4.6 Cancellations by Users

- (a) In the event of a cancellation of a purchase of Content or the participation in Interaction by a User, these cancellations are at the expense of c4m and the Webmaster. This results in a deduction of the sales from the Compensation. In the event of a successful conclusion of a debt collection procedure, the Webmaster shall receive the Compensation resulting from the debt collection procedure.
- (b) In the event of a cancellation of a purchase after the termination of the Webmaster regarding his participation in the cash4members affiliate program, c4m has a repayment claim against the Webmaster considering the respective amounts.
- (c) With regard to return debit notes and so-called bad wires, the Webmaster is obliged to pay a fee of €25.00.

4.7 The Webmaster and domain owner hereby authorizes Colbette II Ltd., Block 1, 195-197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540, to perform online transactions for customers signing up through the Webmaster’s website.

4.8 We will deduct and withhold from any amounts payable to you under these Terms of Use such amounts as we are directed to deduct and withhold or are required to deduct and withhold with respect to such payment under the provision of any applicable laws (including Value Added Tax or VAT) and remit such deduction and withholding amount to the appropriate governmental entity.

## 5. REPORTS

5.1 The activities of the referred Users, referred Performers and referred Webmasters will be tracked and stored by c4m for purposes of calculating the Compensation of the Webmaster. c4m shall provide the Webmaster with access to the reports via the Webmaster Account.

c4m hereby excludes any and all liability for the accuracy or completeness of any such reports. However, only the internal calculations of c4m are binding for the calculation of the Compensation of the Webmaster

- 5.2 In relation to money laundering and/or the proceeds of crime, the Webmaster is obliged to comply with all applicable laws and the policies released by c4m.
- 5.3 We remind you that it is only your duty and obligation to fulfill all tax obligations with regard to your webmaster activities, for example registration, declaration and payment obligations related to income taxes and VAT. If Colbette II Ltd. or a related party of Colbette II Ltd. assists you with these obligations, it does not release you from your obligations.

## 6. **FORCE MAJEURE**

c4m cannot be held liable for, or will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond c4m's reasonable control and that c4m is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to war, riot, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, net congestion, or any failure of a computer, server or software; any law or government order, rule, regulation or direction, or any action taken by a government, public or regulatory authority, provided that such action is not due to the act and/or omission of c4m; including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, licensing requirements, or failing to grant a necessary license or consent (each a "**Force Majeure Event**"). If the Force Majeure Event prevails for a continuous period of more than 30 days, the Webmaster may terminate this Agreement by giving 7 days written notice to c4m. On the expiry of this notice period, the business relationship between the Parties, subject to this Agreement, will terminate, subject to any continuing obligations as set out in this Agreement.

## 7. **INDEMNITY**

- 7.1 Each Party shall promptly notify the other of any actual or suspected infringement in connection to the participation in the cash4members affiliate program that comes to its attention ("**Infringement**").
- 7.2 The Webmaster shall indemnify c4m against all claims, liabilities and expenses arising out of:
  - (a) The Webmaster's activities under these Terms of Use;
  - (b) defects (whether obvious or hidden) or malfunctions on any website operated by the Webmaster, in forums etc.;
  - (c) making false, incorrect and/or incomplete statements by the Webmaster to third parties by announcing benefits in return for the registration of a User Account, Performer Account or Webmaster Account on the Sites or the website cash4members.com the person is supposed to receive in connection to the use of the Sites or the website cash4members.com, that actually do not exist;
  - (d) the Webmaster's failure to comply with all applicable laws and regulations.

- 7.3 Any indemnity under these Terms of Use shall only apply to the extent that c4m:
- (a) promptly notifies the Webmaster of any claim or suit relevant to the indemnity;
  - (b) makes no admissions or settlements without the Webmaster's prior written consent;
  - (c) allows the Webmaster complete control over any negotiations or litigation and/or the defence or settlement of such suit or claim; and
  - (d) gives the Webmaster all information and assistance as it may reasonably require.

## **8. LIABILITY**

- 8.1 Other than as expressly set out herein, c4m does not make any express or implied warranties or representations with respect to website cash4members.com (including, without limitation, its functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, c4m does not make any representation that the operation of the website cash4members.com will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors, other than as expressly set out in this Agreement.
- 8.2 Neither Party's obligations under this Agreement constitute personal obligations of the owners, directors, officers, advisers, agents, representatives, employees, vendors or suppliers of the Sites or of the website cash4members.com other than as provided under this Agreement.
- 8.3 Other than as expressly provided in this Agreement, in no event will either Party be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether one of the Parties has been advised of the possibility of such loss) including any loss of business, revenue, profits or data.
- 8.4 Save for a breach of clause 3.2 or 3.3 by the Parties, each Party's liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed, in aggregate, the Compensation generated and payable to the Webmaster in relation to the Content/Interaction that the dispute relates to during the 12 months immediately preceding the date upon which such liability first arose. Notwithstanding the aforementioned, nothing in this Agreement will operate to exclude or limit either Party's liability for death or personal injury as a result of that Party's negligence, or for fraud.

## **9. TERMINATION**

- 9.1 This Agreement shall commence on the Effective Date and shall continue indefinitely and in full force until such time as the business relationship between the Parties is terminated in accordance with the provisions set out herein.
- 9.2 If not agreed otherwise between the Parties, either party may terminate this Agreement without cause immediately at any time by written notice to the other party via email.
- 9.3 On expiry or termination of this Agreement, all provisions of this Agreement shall cease to have effect, but except any provision which can reasonably be inferred as

continuing, or any provision which is expressly stated to continue in full force and effect. Therefore, any termination of the business relationship between the Parties does not affect any liabilities and obligations of the Parties arising from a breach of contract which has occurred prior to termination or which are expressed or intended to continue in force after and despite termination.

- 9.4 On any termination of the business relationship between the Parties,
- (a) all rights and authorisations granted by c4m to the Webmaster under this Agreement shall automatically terminate and immediately revert to the c4m;
  - (b) the Webmaster shall immediately cease all marketing and promotion of the Sites and shall use best efforts to remove such Marketing Materials from all websites, all forums etc. within a term of 30 days after the termination of the business relationship.

## **10. STATUS OF THE WEBMASTER**

- 10.1 The relationship of the Webmaster to c4m will be that of independent contractor and nothing in these Terms of Use shall render him an employee, worker, agent or partner of c4m and the Webmaster shall not hold himself out as such or present himself in such way.
- 10.2 These Terms of Use constitute a contract for the provision of services and not a contract of employment and accordingly the Webmaster shall be fully responsible for and shall indemnify c4m or any Group Company for and in respect of:
- (a) any income tax, social security contributions (or similar) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services, where the recovery is not prohibited by law. The Webmaster shall further indemnify c4m against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by c4m in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
  - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Webmaster or any substitute against c4m arising out of or in connection with the provision of the services.
- 10.3 A contractual agreement shall be closed exclusively between the Webmaster and c4m, but not between the Webmaster and a User, Performer or Webmaster referred by him.
- 10.4 c4m may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Webmaster.

## **11. THIRD PARTY RIGHTS**

For the avoidance of doubt, a person who is not a Party shall not have any rights under or in connection with this Agreement.

## **12. SEVERANCE**

If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of

any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

**13. NO PARTNERSHIP**

Nothing in the Terms of Use shall be deemed to constitute a partnership between the Parties nor, except as expressly set out in these Terms of Use, constitute either Party the agent of the other Party for any purpose.

**14. CONFIDENTIALITY**

14.1 During the Term and thereafter, each Party will not use any Confidential Information of or relating to the other Party for any purpose other than in pursuance of their rights and obligations under this Agreement nor disclose any such Confidential Information to any person except with the prior written consent of the other Party, and each Party shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information of or relating to the other Party.

14.2 Each Party may disclose any Confidential Information of or relating to the other Party to its own directors, other officers, employees, advisers and sub-contractors to the extent that such disclosure is reasonably necessary and in accordance with the requirements set out in clause 14.1.

14.3 For the purpose of complying with regulatory requirements only, nothing in this Agreement shall prohibit or restrict either Party from reporting the details of any transaction hereunder to any applicable regulatory body or authority.

All data provided by the Webmaster will be stored and used as stated in the Privacy Policy of c4m which can be found on the website <http://www.cash4members.com>.

In the course of the registration of a Webmaster Account at the website [cash4members.com](http://www.cash4members.com), a Webmaster needs to confirm both, that he read the Privacy Policy and his acceptance of the Privacy Policy (<http://cash4members.com/en/pdf/c4m/privacyPolicy.pdf>).

14.4 This clause 14 shall continue in full force and effect notwithstanding the expiry or termination business relationship between the Parties subject to this Agreement, whatever the reason for such termination.

**15. NOTICES**

15.1 Any notice required to be given under this Agreement, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing by email and shall be sent to the Party required to receive the notice at the address provided by the other Party (regarding c4m, the address stated in these Terms of Use or on the website [cash4members.com](http://www.cash4members.com); regarding the Webmaster, the address stored in his Webmaster Account). Also, it is possible for c4m to publish notices in connection to clause 3.3 (b) in the Webmaster area on [cash4members.com](http://www.cash4members.com).

15.2 Any notice shall be deemed to have been received on the delivery date and where such day does not fall on a Business Day, delivery shall be deemed to be effective on the first business day following receipt.

**16. ASSIGNMENT**

c4m may assign or transfer any of its rights or obligations under this Agreement to a Group Company provided it gives advance notice to the Webmaster.

**17. ENTIRE AGREEMENT**

These terms constitute the entire agreement between the Parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the Parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

**18. GOVERNING LAW AND JURISDICTION**

18.1 These Terms of Use shall be governed by and construed in accordance with the laws of Cyprus and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

18.2 The parties irrevocably agree that the courts of Cyprus have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Date of last revision: April 28, 2016**