

Application for DXLIVE Models

Please include the following 3 items:

1. A photo of your government issued ID (i.e. passport, driver's license) (From a digital camera or a scanned photo, make sure it is clear and unedited.)
2. Your submission photo (Should be a head shot holding your ID, and must be at least 72dpi and large photos are appreciated.)

NO NUDE PHOTOS, PLEASE!

3. Application form

Please download the form from [HERE](#)

[NOTE]

*Applications submitted without photo will not be processed.

*Please send following application forms to:

by FAX to Country Code 1 + (310) 734-1643

by e-mail: performer-en@dxlive.com

DXLIVE Video Chathost Platform Agreement

1. Parties. This Video Chathost Platform Agreement (hereinafter "Agreement") is entered into this ___ day of _____, 200_ between _____ (hereinafter "Performer" or "you" or possessive "your") and DTI Services, Inc., a California corporation and operator of the website DXLIVE (hereinafter referred to as "DXLIVE"). Performer is an independent Internet video content producer in the business of transmitting sound and video images (hereinafter "Content") over the Internet to paying customers. DXLIVE is a provider of Internet and e-commerce services to Performers.

2. Service to Performers. DXLIVE shall provide the following services to Performer (hereinafter collectively referred to as "Services"):

- a. DXLIVE shall provide a website pursuant to which Performer may transmit sound and video content to Performer's customers ("Customers") in accordance with the DXLIVE Rules and Regulations (the "DXLIVE website"), including both live or previously recorded video and sound content via streaming, digital download and/or other available technology.
- b. DXLIVE shall provide a fan club where Performer can sell additional services and products to Customers, including but not limited to, recordings of live chat sessions.
- c. DXLIVE shall provide visibility for Performer's offerings on the DXLIVE website in a manner reasonably calculated to develop Customers for Performer's services.
- d. DXLIVE shall provide a billing system whereby Performer's Customers can pay Performer over the Internet with credit cards and other payment devices.
- e. DXLIVE shall establish and enforce rules and regulations as necessary to promote compliance with the laws of all jurisdictions in which it operates, the quality of its web site, and the safety and well-being of its Customers and its Performers.

- f. DXLIVE shall perform comprehensive maintenance and management of the DXLIVE web server system.

DXLIVE Rules and Regulations

- a. You must have fully, truthfully, and accurately completed the age verification form attached as Addendum “A” to this Agreement, and have submitted copies of genuine documents to prove that you are of the legal age of majority in the legal jurisdiction in which you reside.
- b. You are not an employee or independent contractor of DXLIVE. Other than complying with DXLIVE Rules and Regulations, you are free to develop and express yourself in the manner that you see fit.
- c. You must never give out through DXLIVE any real personal information about yourself or another Performer or Client. Said personal information includes real names, e-mail, addresses, telephone numbers, or any other information which could cause a Customer or other person to discover your true identity or otherwise locate you.
- d. You must never solicit or engage in personal contact of any kind with Customers.
- e. All persons who appear in Performer’s Video Content offerings must be over 19 years of age, or age of legal majority in the jurisdiction which he or she resides, and must sign an Associate Performer Service Agreement, as well as the Declaration attached thereto as Addendum “A,” prior to appearing on your program.
- f. You are categorically prohibited from transmitting any of the following obscene content: Bestiality, excretory functions & bodily fluids including urination/defecation, etc (golden/brown showers/enemas, etc), fisting (all five knuckles penetrate), incest, extreme sado-masochism or bondage presented in a sexual context (depictions of rape, torture, etc), any presentation of minors engaged in intimate physical contact or sexual situations, actual or depicted, and any conduct which may be judged “obscene” by the standards of your community, or the community of those with whom you interact and to which you transmit content.
- g. You cannot expose nipples, genitalia, rectum, or pubic hair in a free chat window, or in any areas of the top page or cover page of the DXLIVE website, including on any thumbnails appearing on such areas. This is to prevent minors from being exposed to nudity and other material that is inappropriate for them. Nudity can only be presented in pay areas where Customers have previously verified their age.
- h. Payment to any persons (including but not limited to models, actual human beings, partners, employees, independent contractors, etc.) who render services on and/or appear in your video content is your sole responsibility, and they shall have no claims whatsoever against DXLIVE.
- i. You shall obey all laws of the city, state, province, and/or country in which you live, and your content shall also fully comply with all laws of said jurisdictions.
- j. You are solely responsible for all costs associated with the production of your content including the cost of purchasing and maintaining equipment.
- k. During the term of this Agreement, you shall not in any way simultaneously participate in, log in or transmit your image or voice as a Performer to any live web

cam/video chat site while participating in or logged in as a Performer to DXLIVE without the express written consent of DXLIVE.

- l. You may not communicate with Customers regarding other locations on the Internet or other ways to contact Performers or other service providers.
- m. Your content shall not violate any law of copyright or trademark, and they likewise shall not infringe upon the intellectual property rights of any person or company.
- n. Your content shall not slander, libel or defame any person or business.
- o. Your content shall not contain offensive, harassing, and abusive material.
- p. Your content shall not contain religious or political material.
- q. Your content shall not promote illegal activities such as gambling or pyramid schemes.
- r. Your content shall not disclose confidential information such as passwords or serial numbers.
- s. Your content shall not incite violent and criminal activity.
- t. Your content shall not offend public order and morals.
- u. Your content shall not cause interruption of the Services, or use the Services to disrupt third party's access and use of the Services.
- v. Your content shall not refer any Customer with whom you made contact while you were a Performer to any competitor of DXLIVE.
- w. Your broadcasting image must be clear, in-focus, well lit and tastefully designed.
- x. You must face the camera in your presentations.
- y. You must be actively chatting with all Customers when logged in the system.
- z. You shall not use bulk e-mail (spam) to promote your content.
- aa. You are prohibited from performing on the DXLIVE website using any Performer's performer ID other than your own performer ID.

If you violate any part of the DXLIVE Rules and Regulations, DXLIVE can and may, in its sole discretion and without waiver, take one or more of the actions set forth below in Section 7.

4. Licenses.

- a. Exclusive License Grant for Archived Performances, Etc.

Performer licenses to DXLIVE the exclusive right to present all archived images, motion pictures, audio and text, and works derived from same, which together comprise the Performer's past and present video sessions, for the purposes of promoting the Performer and the DXLIVE website (including derivative, successor and/or affiliated products & services) and other internet businesses. By transmitting or providing materials to and through DXLIVE, Performer automatically grants (or warrants that the owner of such rights has expressly granted) to DXLIVE a perpetual, royalty-free, irrevocable, sublicensable, exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, Performer warrants that all so-called "moral rights" in those materials have been waived. Performer agrees that DXLIVE shall hold all

copyrights to such derivative works. Outside of DXLIVE's website, the material may not be used for any commercial purpose without the express written consent of DXLIVE.

b. **Screen Name**

Performer agrees that Performer's DXLIVE screen name is the exclusive intellectual property of DXLIVE, and may therefore not be used on any other Internet service without the express written consent of DXLIVE. DXLIVE hereby grants to Performer, during the Term of this Agreement, a nonexclusive, limited, revocable license to use and exploit said screen name solely on the DXLIVE website, or in any materials advertising the DXLIVE website. Furthermore, DXLIVE may, in its sole discretion and for any reason whatsoever, without notice modify said screen name in any manner it shall deem appropriate, or replace said screen name with a new screen name.

5. ID and Password Management. Performer shall be solely responsible for managing its user ID and password. DXLIVE shall not be responsible for damages caused by unauthorized use of Performer's password. Performer must promptly inform DXLIVE of any apparent breach of security such as loss, theft, or unauthorized disclosure or use of a user ID or password. Until DXLIVE is notified, by email, or by telephone of any breach of security, Performer will remain personally liable for any unauthorized use of the Services.

6. Changes in Service. DXLIVE has the right to change or add to the Services, or to suspend or terminate all or part of the Services without prior notice. DXLIVE shall not be liable for any damages caused by such changes.

7. Rules Enforcement. DXLIVE is not responsible for monitoring Performer's content. DXLIVE, may, however, take necessary action (as determined in DXLIVE's sole discretion) to enforce the DXLIVE Rules and Regulations, or other provisions of this contract. If you violate any part of the DXLIVE Rules and Regulations, or other provisions of this Agreement, DXLIVE can and may, in its sole discretion and without waiver, do one or more of the following: (1) Remove your content from the DXLIVE website; (2) temporarily or permanently suspend the Services to Performer, and/or (3) terminate this Agreement between you and DXLIVE. Additionally, due to the fact that the damages which DXLIVE would incur as a result of a breach of any of the provisions set forth hereinabove would be extremely difficult to ascertain, in addition to any and all other remedies available to DXLIVE under either law or in equity, Performer and DXLIVE hereby agree that, in the event of a breach of any such provision, Performer shall be liable for liquidated damages in an amount equal to one hundred percent (100%) of all Performer Earnings payable to Performer (as set forth hereinafter in Section 13) which, as of the date of discovery of the breach in question, have not yet been paid.

8. Termination of/Changes to Fan Club.

a. **Termination.** Performer may terminate her Fan Club at any time by providing to DXLIVE's webmaster at least 45 days prior notice via email or fax. DXLIVE shall then provide a notice of acknowledgment to Performer via email or fax, and within 5 days of

receipt of such acknowledgment, Performer shall post a notice on her website indicating the termination date of her Fan Club.

b. **Changes to Content on Fan Club site.** Performer may add, delete or change the content and/or product offering on her website by providing DXLIVE, through email or fax to DXLIVE's webmaster, at least 10 days prior written notice describing the change in detail.

c. Customers shall not be entitled to any refund in the event that Performer terminates her Fan Club or changes the Content offering on her Fan Club site. Furthermore, Performer acknowledges and agrees that in no event shall DXLIVE, its subsidiaries, affiliates or related companies be responsible and/or liable in any way in the event of termination of and/or changes in the Content offered on Performer's Fan Club site.

9. Interruptions in Service. DXLIVE may shut down its website without prior notice in the event of unexpected troubles with servers, lines, disasters, or other unforeseen interruptions. DXLIVE may also shut down its website to perform server maintenance. DXLIVE provides no guarantees whatsoever regarding the performance of the Services, including but not limited to its reliability and usability. DXLIVE shall not be liable for direct and/or consequential damages resulting from changes, interruptions, or cancellation of the Services, or from loss, damage to, disclosure, and/or misuse of data

10. Performer - Customer Disputes. Disputes between Performer and Customers regarding the Performer's video, oral, or written content shall be resolved between Performer and the Customer. DXLIVE shall not be liable for problems or damages resulting from or arising out of such a dispute. DXLIVE is under no obligation whatsoever to resolve such a conflict.

11. Customer Inquiries. DXLIVE will be responsible for handling all Customer inquiries, product orders, billing and collection. Pricing of Performer's products and services is totally within DXLIVE's discretion and DXLIVE reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advance notice to Performer or Customers accessing the DXLIVE website. DXLIVE's only responsibility to Performer in this regard is to track Customer orders and sales that occur through the DXLIVE website and make reports to Performer of the sales activity and Management Fees due to DXLIVE. All such reports shall be un-audited. DXLIVE will have no obligation to provide Performer with any specific information relative to any Customer.

12. Management Fees. As full payment for carrying out its obligations under this Agreement, DXLIVE shall retain seventy percent (70%) of the Performer's Gross Realized Revenues (the "Management Fee"). "Gross Realized Revenues" as used herein are the total revenues received from charges to Customers for (a) viewing Performer's non-free content; and (b) membership to, use of and/or participation in the Performer's Fan Club, and/or the purchase of products and services therefrom; less amounts

attributable to Customer charge backs, credit card fraud, bad debt write-off; and returned goods. DXLIVE reserves the right to adjust the Management Fee in subsequent months for any product or service that is subsequently returned or refunded, or for any other reason if the previous monthly Management Fee was overpaid or later subject to reduction. DXLIVE shall be solely responsible for paying Affiliate referral fees and Sales Revenue Management costs from its Management Fee.

13. Payments to Performer.

- a. DXLIVE shall remit to Performer an amount equal to thirty percent (30%) of the Gross Realized Revenues (“Performer Earnings”).
- b. Performer Earnings shall be remitted to Performer twice each month, on or about the 5th day and the 20th day of each calendar month. However, payments will only be made by DXLIVE when requested by Performer, who shall make such request by redeeming her points earned and accumulated from her chat sessions with Customers. Provided, however, that payments to Performers shall be subject to the following limitations: (1) Requests for revenues generated on or before the 15th day of the month must be requested by the Performer during the period falling between the 16th and 25th day of the same calendar month, and will be paid by DXLIVE on the 5th day of the following calendar month;(2) Requests for revenues generated after the 15th day of the calendar month must be requested by the Performer during the period falling between the 1st and the 10th day of the following month, and will be paid by DXLIVE on the 20th day of the month requested; and (3) All points earned by Performer from her chat sessions must be redeemed no later than two (2) years from the time they are earned, and any points not redeemed within said two (2) year period shall become null and void, and therefore forfeited Furthermore, in the event that Performer fails to request payment, Performer’s share of revenues shall be carried over to the following period (but shall cease to carry over beyond a period of two years from the date they are earned). Additionally, DXLIVE does not send payment if the total amount due Performer is not at least \$200.00. Amounts below \$200.00 will accrue to Performer’s account and payment will be made for the period when Performer’s total achieves the minimum \$200.00

14. Bank Account Transfers. Performer will receive payment from DXLIVE by wire transfer directly into Performer’s bank account. DXLIVE does not normally issue checks. DXLIVE will contact Performer before Performer’s first transfer is ready and Performer will be asked for the following information: name and postal address of Performer’s bank, and the account name and number into which the transfer shall be made. Performer is responsible for paying fees that Performer’s bank charges for receipt of wire funds.

15. Sales Revenue Management. DXLIVE agrees to provide to Performer revenue management services including but not limited to online billing, online sales and revenue management, fraud protection, and online sales reporting in connection with sales generated by Performer. DXLIVE is solely responsible for all costs associated with the revenue management services.

16. Affiliate Program. The DXLIVE website shall be promoted by DXLIVE through a website administration and marketing program (“Affiliate Program”) by which DXLIVE shall be promoted by placing links to the DXLIVE website on other websites (“Affiliates”). DXLIVE is solely responsible for all costs associated with the Affiliate Program including referral fees paid to Affiliates.

17. No employment relationship. Performer is not an employee or independent contractor of DXLIVE, but rather an independent Performer. Performer shall be solely responsible for paying any and all taxes on revenues derived pursuant to this Agreement.

18. Changes to Agreement. DXLIVE reserves the right to change this Agreement and/or the DXLIVE Rules and Regulations without prior notice to Performer. Changes or revisions will be legally binding and effective when these changes or revisions are uploaded to the Performer’s administration page or notice is sent out to Performer via e-mail. The Performer shall agree to review the administration page and e-mail regularly to check for such changes and revisions, and for other information relevant to the Performer’s business with DXLIVE.

19. Governing Law and Arbitration. This Agreement shall be interpreted under the laws of the State of California, United States of America. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The complaining party shall pay for any and all filing fees for said arbitration. Said arbitration shall take place exclusively in Los Angeles, California.

20. Term of Agreement. The term of this Agreement is month to month and is automatically renewed unless otherwise terminated. Either party may immediately terminate this Agreement with or without cause at any time by e-mail, fax, letter, or other written notice of termination.

21. Indemnification. Performer agrees to pay the costs of defense, indemnify and hold DXLIVE and its officers, directors, owners, shareholders, members, employees, attorneys, successors, agents, assigns and representatives from and against any and all loss, liability, claims, damage, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney’s fees and costs arising from or relating to actual or reasonably likely breaches of any terms, conditions, rules, regulations, warranty or representation made by Performer in this Agreement, or by suits or claims brought by third parties related to or arising out of Content provided by Performer, Performer’s use of the Services, and/or Performer’s acts and communications with other Performers and/or those visiting DXLIVE’s web sites.

22. Attorneys’ Fees. In any action to enforce the terms of this Agreement, the non-prevailing party shall pay all the legal costs, including but not limited to court costs and reasonable attorneys’ fees, of the prevailing party.

23. **Assignment.** DXLIVE may freely assign this agreement. This Agreement and the rights and obligations hereunder shall not be assigned or otherwise transferred by Performer without the prior written consent of DXLIVE.

24. **Entire Agreement.** This Agreement, including the DXLIVE Rules and Regulations, constitute the entire agreement between Performer and DXLIVE, and supersede any prior agreements between the parties related to the subject matters herein.

25. **Severability.** Should any provision of this Agreement be found by a court to be void or unenforceable, such a finding shall not affect the remainder of this Agreement.

26. **Notices.** Notices to Performer may be given by means of electronic message through the DXLIVE website, by general posting on the website or by conventional mail. Notices to DXLIVE may be given by electronic message, conventional mail, telephone or fax, unless otherwise specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first forth above.

PERFORMER

**“DXLIVE”
DTI SERVICES, INC.**

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

ADDENDUM "A"
TO
DXLIVE CHATHOST PLATFORM AGREEMENT

- *Include with the signed Declaration below legible photocopies of two forms of identification through which we can verify that you are at least 19 years of age (19 years of age in Canada), or age of majority in your legal jurisdiction (whichever is greater). One of such identification documents must include a legible and exact photocopy of an unaltered, current, and valid State-issued driver license, or other government issued photo-ID which proves your age.*

DECLARATION

I hereby declare and certify under penalties of perjury under the laws of all applicable jurisdictions that attached herewith are true, correct, and exact photocopies of two of my unaltered identification documents, at least one of which is a valid State or other government issued identification card or driver's license which lists my true date of birth, indicating that I am at least 19 years of age (19 in Canada), or age of majority in my legal jurisdiction (whichever is greater).

My signature also certifies that should I provide DXLIVE with false or altered identification documents (including name and/or date of birth), I will not hold DXLIVE, its officers, directors, employees, agents, partners, or affiliates liable or responsible in any way as I understand that this identification was accepted by DXLIVE in good faith, and that this effort was made to ensure that I am at least 19 years of age (19 in Canada), or age of majority in my legal jurisdiction (whichever is greater). I also understand that submission of false or altered identification documents is a crime under applicable laws, and that I may be prosecuted under the laws of the jurisdiction in which I reside in the event that I submit such false or altered identification documents. Furthermore, I agree to indemnify and hold DXLIVE, its officers, directors, employees, agents, partners, or affiliates completely harmless from and against any and all claims and/or liability of any form or nature arising and/or resulting from any false and/or altered documentation provided by me and relied upon by DXLIVE as true and accurate.

I further declare, represent and certify that I am at least 19 years of age (19 in Canada), or age of majority in my legal jurisdiction (whichever is greater), and that my age is equal to or higher than local, community, or state laws in my area require for mature online content.

I also represent, declare and certify that all decisions relating to the content of my performances are made at my own discretion, and that my performances do not violate the local community standard of "obscenity" in my area, and that my performances do not violate any other laws. I am completely responsible for my own actions. I agree to indemnify and hold DXLIVE, its officers, directors, employees, agents, partners, or affiliates completely harmless from and against any and all claims and/or liability of any form or nature arising and/or resulting from my performances or actions.

I further declare, represent and certify that I shall in no way be deemed to be, in any form or manner, an employee of DXLIVE, and that no employment relationship shall in any manner or form be implied. Furthermore, I declare, represent and certify that I am not, and shall in no form or manner be deemed as, a partner, joint venture or agent of DXLIVE, and that neither myself nor DXLIVE has authority to act on behalf of the other.

I further declare, represent and certify that I have fully read this document prior to its execution. I have not been induced to sign the same other than by recited considerations, by any statement made by DXLIVE, its officers, directors, agents, employees, affiliates or anyone acting on their behalf. My signature below is certification, under penalties of perjury under the laws of all applicable jurisdictions, that the identification that appears below is true and accurate, that the statement made herein are true and accurate, and that this instrument is my act and deed.

Performer ID:

Full Legal Name:

Full Maiden Name (if any):

Nick Name or Any Other Name used before:

Date of Birth:

Social Security Number:

Current Mailing Address:

City/State/Zip:

Country:

Telephone Number:

Email Address:

Signature:

Date: