

SERVICE AGREEMENT AND RELEASE

This Agreement (“**Agreement**”, “**Terms of Use**”) between LumineCore Limited is a company established and existing under the laws of the Republic of Cyprus, reg. number HE 466730 (“**Company**”) and

The undersigned individual (and/or individuals) referred to as “Model” (each a “Party” and together, the “Parties”).

WHEREAS the Company is the operator of an adult content streaming cam website at www.desirecast.com (the “Website”) and the Model desires to perform on the Website in accordance with the terms of this Agreement . The terms of this Agreement should be read and interpreted together with the Terms of Use are posted and is constantly available at <https://www.desirecast.com/legal/terms-of-use>. The Terms of Use may be updated time to time, and you may access any version (see at the end the available versions). Please visit <https://www.desirecast.com/legal/privacy-policy> to read the Privacy Policy (“**Privacy Policy**”) to know how we process your personal data.

The parties hereby agree as follows:

1. The Services provided by Models to the user of the Website may include but not limited to:
 - (a) Live streams / live cam shows (public or private), i.e. live broadcasting of the Content.
 - (b) Live chats (public or private) and other forms of messaging with Models via the Site.
 - (c) Voyeur shows, i.e. viewing private live streams/ cam shows purchased by other Users from Models (without view of the User’s Content).
 - (d) Interactive Services, including the use of Internet-of-Things adult toys and devices.
 - (e) Access to the photo or recorded video.

2. Identification documents

- a) The Model must provide to the Company following documents:
 - Scanned copy of passport or ID document issued by the Country of residence. The scan should be clear and distinct. The scanned document should contain photos, date of birth, place of birth.
- b) The Model photo. The photo shall be:
 - in color
 - Taken within the last 6 months to reflect on the Model current appearance
 - Taken in front of a plain white or off-white background

- Taken in full-face view directly facing the camera
 - With a neutral facial expression and both eyes open
 - Taken in clothing that you normally wear daily
 - Do not wear a hat or head covering that obscures the hair or hairline, unless worn daily for a religious purpose. Your full face must be visible, and the head covering must not cast any shadows on your face.
 - Headphones, wireless hands-free devices, or similar items are not acceptable in your photo.
 - Eyeglasses are not allowed
- c) The Model photo holding in hands passport or ID document provided. The photo must be clear and distinct and must allow the Model and the document identification by the Company.
- d) Tax information required including taxpayer identification number, VAT number.

3. The Model confirms and guarantees the following

- a) The Model guarantees that she/he/they/it is at least eighteen (18) years old or at least the age of majority in the Country of residence, whichever is higher.
- b) The Model guarantees that she/he/they/it is in good health and has no medical, physical, psychological or emotional conditions that may affect her decision to perform under the Agreement.
- c) The Model assert that the jurisdiction from which the Model broadcasts does not prohibit the subject matter of the Agreement.
- d) The Model guarantees that documents provided to the Company for identification purposes are photos of true and accurate documents, including copy of passport or ID card that contains date of birth and photo of the Model, as well as any other documents required by the Company.
- e) The Model guarantees that she/he/they/it performs voluntarily, acting at her/his/their own good will, taste and judgement and risk. If the Model is forced to perform by anybody, she must report immediately to support@desirecast.com.
- f) The Model confirms and acknowledges that Website contains explicit, sexual, nude and/or frankly erotic content made by adults exclusively for adults.

4. The Model has the following rights and obligations:

- a) Models are responsible for compliance with applicable laws. The Model shall comply with 18 U.S.C. § 2257 obligations to keep records for visual depictions of actual sexually explicit conduct (as defined 18 U.S.C. § 2256(2)(A) and § 2257A) created or distributed using the Site.
- b) Model acknowledges that Model may appear on the Website only after final approval of her application.
- c) The Model has no obligation to appear on the Website at any time, whether for tips or otherwise.
- d) The Model has full discretion on the times on which the Model appears on the Website.
- e) The Model acknowledges that Model performance of the Website shall be for the benefit of the Website user.
- f) The Model has full responsibility for the quality of photo and video content, including picture, light, or other qualities.
- g) The Model should not wear any apparel, using any cosmetics or condoms bearing logo, trademark or copyright without expressing prior consent of the Company.
- h) The Model shall comply with all reasonable directions, requests, rules and regulations of the Company, including those involving matters of artistic taste and judgement.
- i) The Model waives any claims for damages related to the lawful keeping or disclosure of personal data in accordance with Privacy Policy.
- a) The Model appearances must align with the Terms and Conditions and Model Rules provided by the platform. The Operator retains the right to amend these rules.
- b) The Model shall deal with any complaints regarding the content, or the relevant services shall be addressed by user.
- c) The Model shall adhere to the Guidelines for Models located at <https://www.desirecast.com/legal/guidelines-for-models>.
- j) The Model is strictly prohibited from the following:
 - (i) depict non-consensual pornography, abuse, violence, incitement to fear, alcohol or drug use, discrimination, deepfakes and other illegal content.
 - (ii) use or to be under the influence of any medication, drugs psychotropic substances or alcohol while performing under the Agreement.
 - (iii) involve any unauthorized or underage individuals.
 - (iv) Involve any life animals.

- (v) engage in or promotion of illegal activities, including human trafficking or solicitation.
- (vi) engage in money laundering.
- (vii) engage in any in-person meetings (either with sexual purposes or not) with users of the Website outside the platform.
- (viii) Violations of platform rules or standards set by governing authorities.

5. The Company has the following rights and obligations:

- a) The Company shall pay compensation to the Model on the terms and conditions set therein.
- b) The Company has a right to request any additional document it considers reasonable to confirm the Model identity.
- c) The Company has a right to suspend or delete Model's account or show at any moment if the Company has any doubts that Model's performance does not comply with existing laws and regulations. The Company is entitled to block or delete the Paid Content under the legitimate interest, conditions of the Agreement or in accordance with law.
- d) The Company is entitled to store Paid content and other content, including live streams / live cam shows (private or public), to monitor and verify the compliance of users and Models with the terms of the Agreement, performing obligations arising from law. Nothing in this clause may be interpreted as an obligation of the Company to store the Content, monitor and/or verify the compliance with the Agreement or law. The Company may voluntarily comply with 18 U.S.C. § 2257, C.F.R. 28 Part 75 and therefore inspects, collects and keeps certain personal identification information concerning natural persons appearing on the Website as Models in accordance with 18 U.S.C. § 2257, C.F.R. 28 Part 75 and related statutes, regulations and other laws.

6. Compensation

- a) Services or Content ("Paid Content") may be accessible in exchange of "Tokens" – virtual "points" or "currency" used only within the Site. For the avoidance of doubt, tokens are not cryptocurrency, security tokens, NFTs, financial assets or other crypto/financial/bank instruments (like deposits, bank accounts etc.).
- b) Users may tip Models using Tokens through the Site. The Company does not guarantee that any tips will be received by the Model.
- c) The Models cannot accept any remuneration in any other form than Tokens. This rule also applies to tips and gifts for Models. Violation of the present rule may lead to irrevocable termination of the Agreement and deletion of the User's account.

- d) The tariffs applicable to the Paid Content and other Services will be published in the relevant sections of the Site.
- e) The Company shall pay Model the value of USD 0.05 (five cents USD) plus Value Added Tax (if applicable) per token earned by Model, net of any refunds and chargebacks (“the Compensation”). The Company will deduct and withhold from the Compensation any taxes that must be paid in accordance with applicable legislation (including Value Added Tax).
- f) The Compensation shall be paid weekly, on Tuesdays (or the next working day after Tuesday, if such a Tuesday is a holiday/non-banking day).
- g) The Company assumes no responsibility for paying any taxes, banking commissions or currency fees on Model’s behalf except as provided in paragraph 6 (e) and Model agrees and acknowledges that the Model assumes complete and sole responsibility for any taxes, banking commissions or currency fees owed because of Model’s appearance on the Website and the Compensation.
- h) The Company has right to suspend, and withheld compensation should the Model break and violate this Agreement, Model Rules or Terms of Use. In such circumstances any outstanding Compensation shall not be paid to the Model.

7. Appearances by Third Parties

- a) The Model shall not permit any third party to appear on the Website on Model’s account or otherwise unless such third party has also been approved as the Model.
- b) The Model must obtain, keep in record, and provide to the Company upon request written consent from all persons depicted in the content, including a consent to be depicted in the content, for the public distribution of the content, to upload the content to the Website.
- c) The Model must verify the identity and age of all people depicted in the content uploaded in its account to ensure that all people depicted are at the age of 18 and above and provide relevant documents to the Company upon request.

8. Licensing Rights

- a) The Model grants the Company perpetual rights to use their likeness, performance, play, act, poses, voice and all musical and other sound effects and related content for advertising, marketing, and other purposes.
- b) These rights extend globally and include reproduction, modification, and distribution of the content.

9. Independent Contractor Status

- a) The Model is an independent contractor, not an employee. Nothing in this agreement shall be construed to create the relationship between employer and employee, principal and agent, partnership or joint venture, or other fiduciary relationship.
- b) The Model is responsible for taxes, insurance, and other social benefits.
- c) The Operator is not liable for any employment-related claims.

10. Indemnification and Release

- a) The Model hereby releases and holds harmless and forever discharge the Company and its directors, secretaries, shareholders, employees, affiliates and successors from all claims, actions, damages, losses, attorney's fees, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, the Website, and the Model's performance.

11. Confidentiality

- a) The Model agrees to keep all information disclosed by the Company confidential. The confidential information includes but not limited to business practices, financial details, marketing strategies, technical information related to operation of the Website (including but not limited development tools, code, specification, software, designs, process, formulas, data processing program, databases, Intellectual Properties), terms and conditions, compensation plan, users related information (including but not limited to user nick name, name, date of birth and any other personal details that become available to the Model about the user, chat topics and data) and any other Company related data that may harm the Company business or reputation.
- b) The Model undertakes to keep the confidential data secret and confidential, not to disclose such information to any person without prior written consent of the Company.
- c) The Model shall return to the Company and/or permanently destroy all confidential information after termination of the Agreement.
- d) The Model could be held liable for any breach of confidentiality in accordance with applicable laws.

12. Data Processing Consent

- a) The Model consents to the processing of their personal data in accordance with EU regulations (GDPR) and Privacy Policy located at <https://www.desirecast.com/legal/privacy-policy>.
- b) The data collected by the Company will be used for compliance, service improvement, and legal obligations of the Company in accordance with Privacy Policy.

- c) Personal data will be retained only as necessary and securely deleted thereafter in accordance with Privacy Policy.

13. Entire Agreement, Agreement Modifications and Termination

- a) The Agreement represents the entire agreement of the Parties.
- b) The Operator reserves the right to modify this agreement. Notice will be provided in advance, and the Model may terminate the agreement if changes are unacceptable.
- c) The Model have the right to terminate the Agreement at any moment. Termination of the agreement will not affect Sections related to licensing rights and confidentiality.
- d) All notices must be in writing. The Company will send notifications to the email address that the Model provides upon registration on the Website. The Model should send notifications at support@desirecast.com

14. Arbitration and Legal Disputes

- a) The Model agrees that any breach of this Agreement by the Model would cause severe damage to the Company, the Company shall have the right to apply all remedies of law and all other measures that prevent any violation of the Model's obligations hereunder.
- b) The Company have the right to assign this Agreement. The Company shall notify the Model in case of assignment. The Model has no right to assign this Agreement.
- c) Any relations of the User and Company under the Agreement are to be regulated by the law of the Republic of Cyprus. Provisions of the Agreement shall apply to the extent not contrary to applicable law.
- d) Any disputes related to the entering into or performing of the Agreement, are to be heard in English by a competent court in the location of the Company, unless contrary to law. To the extent permitted by the law, the Parties refuse to exercise any right to a jury trial or to join a class action on a dispute arising out of the Agreement.
- e) The language for proceedings will be English.

15. Acknowledgment and Acceptance

The Model affirms they have read, understood, and agreed to the terms outlined in this document. The Model agrees and acknowledges that by ticking the box on the model registration page, he/she/they/it is intending it be equally as binding as manual signature made by the Model. By agreeing, the Model commits to full compliance with the Company standards and expectations.