

Terms and Conditions – KB Web Marketing LLC

Contractor Agreement

Updated 12MAR2024 – Supersedes all previous agreements

Part 1 – This Agreement

1.1 Parties

1.1.1 **KB Web Marketing LLC**, as the operator of CammodelPay, BoleynModels, and other sites. (“KBWM”), an operator of accounts on several websites, respectively (“the Site”) or (“the Site(s)”).

1.1.2 **The Contractor**, an individual acting as a contract employee (“1099 employee” or “affiliate” or other like title) on any Sites whom is also a member or member applicant for KBWM, or providing digital content in various forms, live streaming, advertising, or marketing and technical services.

1.2 These Terms and Conditions (“the Terms”) act as a legal binding contract between KBWM and the Contractor(s).

1.3 Contractor must complete all conditions of the application process and be formerly approved and notified before any conditions of these Terms are binding.

1.4 Contractor must consent to the Terms as part of their application process. Use of a check box in the online application is explicit consent to the Terms. Cashing a check or receiving funds from KBWM in exchange for Contractor services is implicit consent to the Terms unless the funds are returned within 7 days, provided identification standards set forth in section 2.1 are met.

1.5 The Contractor and KBWM agree to the Terms detailed in the following sections.

Part 2 – Explanation of Contractor’s Account and Obligations

2.1. To be in valid receipt of the Terms, Contractor must have previously submitted an online application, requesting acceptance as a content provider for KBWM.

The Contractor must be 18 years of age at the time of submission of any documentation to be considered for approval to provide services and be paid. All Contractors must meet the standards of identification as provided in 18USC2257, regardless of the nature of actual services performed or content provided – this includes even work of a non-sexual nature. Contractors with Canadian residence and/or citizenship must be 19 years of age. Any person not meeting this age requirement (as proven below through document verification) will have their account with us immediately terminated and no further actions will be processed.

Upon assent to the Terms, Contractor will be required to submit the following additional information when requested to the Site(s):

2.1.1. Confirmation of the Contractor’s intent to comply with all labeling and records-keeping obligations set forth under Title 18 U.S.C. § 2257, and associated regulations, as they may be amended from time to time, (“Section 2257”), along with the data required by said statute including the Model’s legal name, date of birth and all stage name, aliases, and other names by which the Model has been known;

2.1.2. For U.S. residents: A legible copy of a government-issued photo identification card (such as a drivers’ license, state identification card, military identification card or passport);

2.1.3. For non-U.S. residents: A legible copy of a valid passport and a teleconference interview with video pursuant of Know Your Client (KYC) regulations.

2.1.4. A digital photo of the Contractor holding the forms of photo identification required above directly next to her face.

2.1.5. These documents will be collected by KBWM and will be collected and stored on the Site(s) which the Contractor provides content.

2.1.6. KBWM will confirm with the Site that the Contractor has provided this information to the Site before the Contractor may be paid for services.

2.1.7. If the Site(s) give notice that the Contractor is in violation of any 18USC2257 statute or has not completed the ID requirements before the Contractor's first content creation, this contract is null and void and KBWM has no further relationship with the Contractor.

2.2 The Contractor as part of the Application process or within must also submit a valid social security number and valid current mailing address for the purposes of 1099-NEC or 1099-MISC preparation and filing if he/she is a U.S. citizen or resident taxpayer.

2.2.1 The Contractor is solely responsible for her respective tax preparation and paying any relevant taxes on the Contractor's income.

2.2.2 KBWM is not an employer of the Contractor, and no employment relationship is implied for tax or withholding purposes.

2.2.3 A 1099-MISC or 1099-NEC for the previous tax year will be submitted electronically to the Contractor by KBWM no later than January 30th of the current tax year if the Contractor has generated more than \$600 in sales and commissions or other earnings via KBWM.

2.2.4 The Contractor, if a citizen of the United States or registered U.S. Taxpayer, at the discretion of KBWM, may be issued a 1099-MISC or 1099-NEC if the aggregate amount earned for the previous tax year was less than \$600. The Contractor may also request a 1099 to be issued in this case.

2.3 The Contractor, before being compensated by KBWM, must provide relevant details for payment by whatever means the Contractor chooses and KBWM has available. Failure to provide this information in a timely manner can result in the Contractor's monetary compensation being held until such time as these details are provided to KBWM.

2.4 In the event of termination, resignation, or dismissal, all funds earned by the Contractor will continue to be paid on the regular billing cycle as they are received by KBWM from the Site(s). Once all funds have been disbursed, there is no further relationship between KBWM and Contractor.

Part 3 – KB Web Marketing LLC Rights and Obligations

3.1 The Site(s) shall maintain a Contractor's records pursuant to Title 18 U.S.C. § 2257 on the premises for a period of not less than 3 years after the Contractor's final notice or termination. KBWM shall also retain Contractor records insofar as they provide content directly for sale by KBWM.

3.1.1 These records shall only be released to authorized law enforcement officials or authorized government investigators.

3.1.2 Contractor information obtained in pursuit of Title 18 U.S.C. § 2257 will not be released to 3rd parties under any circumstances, excepting licensed legal counsel and law enforcement agencies pending the proper legal authorizations.

3.1.4 KBWM reserves the right to report and provide evidence to appropriate law enforcement agencies for bona fide cases of child abuse, animal cruelty, cyber-bullying, human trafficking, sexual abuse and exploitation, fraud through financial transactions, identity theft, and other crimes of malicious intent.

3.1.5 KBWM is obligated to take prudent and timely action on behalf of contractors encountering such activity by their clients as outlined in section 3.1.4 in the course of their contractual work, or advise Contractor(s) as to the appropriate action in a timely and effective manner.

3.2 (Pay Provision) KBWM shall provide compensation to the Contractor according to the established KBWM payout rates for the site(s). These rates can be updated day to day and without notice.

3.2.1 All reasonable effort will be made to compensate the Contractor through their designated payment method.

3.2.2 In any arrangement KBWM reserves the right to charge a finance and banking fees "at cost."

3.2.3 All fees associated with transfers via the Contractor's chosen payment method are the responsibility of the Contractor.

3.2.4 KBWM and Contractor may supersede the compensation scheme with a different scheme with express agreement between KBWM and the Contractor. KBWM will make available alternative compensation schemes at its sole discretion; the Contractor may select an alternative pay scheme at her sole discretion.

3.3 In the event that the Terms are ended between the Contractor and KBWM for any reason, all monies held by KBWM owed to the Contractor will be released to the Contractor at the next payment cycle. In case of disruption of services, KBWM will make an honest effort to compensate the Contractor at the earliest possible time.

3.4 Chargebacks as relayed from the site(s) are put towards the Contractor account on a pass-through basis. This can affect a negative balance (debt) towards KBWM. The Contractor has 90 days to resolve such a debt via further work or return payment on a case-by-case basis. If the debt remains unresolved after 90 days, KBWM reserves the right to dispose of the debt by any legal means available.

3.5 KBWM may end the Terms between KBWM and Contractor at any time for any reason. Typical reasons include:

3.5.1 Deceptive or fraudulent activities, including but not limited to, logging into another Contractor's account, colluding with users to engage in fraudulent activity;

3.5.2 Use stolen credit cards, debit cards or other financial information;

3.5.3 Streaming pre-recorded Contractor content in lieu of live content where inappropriate; or other attempts to deceive in content provided.

3.5.4 Harassing users, KBWM employees and staff, or other Contractors;

3.5.5 Intentionally incorrect, malicious, or disparaging comments on social media regarding the Site, KBWM or other Contractors;

3.5.6. Allowing minors within the scope of the camera view, audible off camera, or in the viewable vicinity in which a webcam performance is taking place;

3.5.7 Allowing persons who have not submitted valid Contractor Registration documents within the scope of the camera view;

3.5.8 Discussing or facilitating prostitution-related services with users or other Contractors;

3.5.9 Disclosing personal information relating to the Contractor, KBWM personnel, or site clients;

3.5.10 Engaging in or planning personal or physical contact with 3rd party clients, in a realistic context outside of the context of fantasy or role-playing;

3.5.11 ("No PayPal" Clause) Requesting and/or receiving payment outside of the Site(s)'s compensation system for activities occurring on the Site(s), to include theft of traffic or marketing granted by the Site(s) in good faith or in violation of the Terms of the respective payment processor;

3.5.12 Producing any Contractor content on the Site that is against the Site(s)' Terms of Service;

3.5.13 Interfering with the creation of Contractor Content by other Models, or otherwise interfering with the duties owed by other Contractor under this Agreement;

3.5.14 Violating the intellectual property, privacy or publicity rights of any person or company;

3.5.15 Depicting, promoting or facilitating illegal activities of any kind; or,

3.5.16 Such other restrictions that are imposed, upon reasonable notice to the Contractor by KBWM from time to time.

3.5.17 Not using services provided by KBWM for an extended period of time, or situations where the Contractor could not benefit from KBWM services.

3.5.18 Any prohibited activity as listed or described in section 4.1.

3.6 KBWM shall not enforce any contractual terms other than these Terms on behalf of any Party, including "non-competition clauses", any measures of penalty to a Contractor by an agent, or any measures of penalty by the Site(s) toward Contractor other than financial penalties assessed as per section 3.4.

Part 4 - Prohibited Activities and Acceptable Use Policy

4.1 KBWM offers the Websites as a place where Contractors can express their creativity and monetize their content. But Contractors must respect the following rules, or the Contractor may face suspension or termination.

The Contractor acknowledges that the Contractor is solely responsible for the content that the Contractor offers, publishes, transmits, or posts on or through the partner websites. ALL Contractor content, online activities, communications, or live interactions must not:

(a) Contain any harmful, threatening, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable material.

(b) Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

(c) Promote, depict, or discuss any of the following:

(i) Pedophilia – Any activity depicting or discussing a minor under 18 years of age.

A minor appearing on camera or recording for any reason is grounds for immediate termination with prejudice and possible involvement of law enforcement. This can include excessive audio - children talking or crying off camera where it is audible to website users or in recorded content.

(ii) Child exploitation or abuse to include role-play scenarios

(iii) Age-play that involves depiction or activities of a person under 18 years of age.

(iv) Incest – any activity that discusses or depicts sexual activity with family members

(v) Rape or nonconsensual sex

- (vi) Hypnosis – Any activity that depicts or roleplays someone unable to consent**
- (vii) Intoxication – Any activity that depicts or involves use of any substance that alters your judgment or state of consciousness. This includes alcohol and most hard drugs.**
- (viii) Sexual assault;**
- (ix) Extreme violence;**
- (x) Nonconsensual pain;**
- (xi) Blood, to include menstrual bleeding;**
- (xii) Cutting, suicide, or self-harm;**
- (xv) Erotic asphyxiation – any activity involving choking or cutting off oxygen in any context. This includes water-boarding or related scenarios.**
- (xvi) Torture;**
- (xvii) Necrophilia; defined as depiction of death or corpses in a sexual context.**
- (xviii) Sadomasochistic abuse;**
- (xix) Hardcore bondage; If penetration is depicted, at least 2 limbs must be completely free to move. Participants must be able to use a “safe word” or tap out at all times.**
- (xx) Extreme fisting;**
- (xxi) Genital mutilation;**
- (xxii) Bestiality – also keep pets away from the camera at all times**
- (xxiii) Urine, scatological, or excrement-related material, to include enema play;**
- (xxv) Vomiting;**
- (xxvii) Paraphilia – defined as the sexualization of any dangerous activity; or**
- (xxviii) Any other matter that would be considered obscene under the applicable laws.**

(d) Contain unsolicited sexual content or unsolicited language that sexually objectifies another person in a nonconsensual way or contains fake or manipulated sexual content concerning another person (including “deepfakes”).

(e) Promote, depict, or constitute “revenge porn” (being any sexually explicit material featuring any individual who has not given prior, express, and fully informed consent to that material (i) being taken, captured, or otherwise memorialized; or (ii) being posted and shared on the Website or the Interactive Services).

(f) Promote or depict firearms, weapons, or any goods whose sale, possession, or use is subject to prohibitions or restrictions.

(g) Promote or depict alcohol, drugs, or drug paraphernalia.

(h) Infringe any copyright, patent, service mark, trademark, trade name, trade secret, or other intellectual property or proprietary rights of any other person.

(i) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable law or otherwise may be in conflict with this agreement or the Website’s Terms-of-Service Agreement.

(j) Be likely to deceive any person.

(k) Discuss, facilitate, promote, advertise, or solicit any activity that is illegal or otherwise violates credit card association standards, or advocate, discuss, facilitate, promote, advertise, solicit, or assist any activity that violates applicable law, including prostitution, escort services, or sex trafficking.

(l) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

(m) Impersonate any person or misrepresent the Contractor's identity or affiliation with any individual or organization.

(n) Display any telephone numbers, street addresses, last names, email addresses, URLs, or any person's confidential information.

(o) Display any content containing confidential or personal information.

(p) Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users, including unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, information announcements, charity requests, and petitions for signatures.

(q) Give the impression that it emanates from or is endorsed by KBWM or partner websites or any other individual or entity if this is not the case.

(r) Contain technically harmful material, including computer viruses, logic bombs, Trojan horses, worms, malware, ransomware, harmful components, corrupted data, or other malicious software or harmful data.

Part 5 – Other Provisions

5.1 In the event of a closure by KBWM, all Contractor accounts on the site(s) will be either released to free agency on their respective Site(s) or converted to a system of direct payment by the site(s). All earned funds will continue to be disbursed on the regular payment schedule until all funds owed are disbursed.

5.1.1 An Agent or Agency will continue to receive any payments owed so long as their contracted Contractor's work is paid to KBWM by the Sites.

5.2 This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

5.3 Litigation – The Parties agree that all litigation permitted under this Agreement shall be initiated, tried, and/or litigated exclusively in the county, state, or federal courts located in McDonough County, Illinois, and the Parties hereby consent to the jurisdiction of such courts, agree to accept service of process by certified or registered mail, and hereby waive any jurisdictional or venue defenses otherwise available to the Party.

5.4. No Other Agency Relationship – Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

5.5 Confidentiality – Contractor may have access to certain information or material on the Site(s) that non-Contractor users cannot access. Contractors agree that any and all information or material received in the course of duties as a Contractor is to be treated as confidential. Contractor may not disclose such confidential information to any third party, whether or not such disclosure is public or via private means such as e-mail or other "private" messaging systems, and shall survive the termination of the Terms, and shall remain in effect for a period of five (5) years subsequent to the termination of the Terms.

5.6 Section Headings – The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.7 Severability – If for any reason a court of competent jurisdiction or an arbitrator finds any provision of the Terms, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of the Terms will continue in full force and effect.

5.8 Complete Agreement – The Terms constitutes the entire agreement between the Parties concerning its subject matter, and may not be modified except by a written instrument signed by all Parties. The failure of a party to insist upon adherence to any term of these Terms shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term in these Terms. The Terms supersedes and replaces all prior understandings or agreements, written or oral, regarding its subject matter.

5.9 The Terms are executed voluntarily and without any duress or undue influence on the Parties or their officers, employees, agents or attorneys and no party is relying on any inducement, promises or representations made by any other party or any of its officers, employees, agents or attorneys other than as set forth in these Terms. All Parties have had an opportunity to seek legal advice regarding the Terms, and have either received such advice or waived the opportunity to obtain such advice.

Any and all questions regarding these Terms should be submitted to mtaylor@kbwebmarketing.com