

INFLUENCER AGREEMENT

UPDATED: 01.07.2018

This Influencer agreement is between AA Entertainment LLC (the “**Company**”), and you, the person signing up as an influencer for iSnapBabes.com (the “**Influencer**”).

The parties therefore agree as follows:

1. Enrollment

1. Eligibility

2. To be eligible to register with the Website, the Influencer must:

1. be at least 18-years old;
2. have a valid private snapchat account and a compatible mobile device;
3. Add our official snapchat account on your private snapchat: @isnapbabez (The username may change during the time, which you will be notified.)
4. have read, understood, and agree to be bound by this agreement.

3. Application

4. To register with the Website, the Influencer must:

1. Submit government issued ID that contains the Influencer’s full legal name and birth date for age and identity verification purposes.

5. The Company will review the Influencer’s application and notify the Influencer by email for acceptance or rejection of the application.

2. Influencer Account

1. The Influencer is responsible for maintaining the confidentiality of the Influencer’s password and account. Further, the Influencer is responsible for all activities that occur under the Influencer’s account.

2. Liability for Account Misuse

3. The Company will not be liable for any loss that may incur as a result of someone else using the Influencer’s password or account, either with or without the Influencer’s knowledge. The Influencer could be held liable for losses incurred by

the Company or another person due to someone else using the Influencer's account or password.

4. Use of Other Accounts
 5. The Influencer will not use anyone else's account at any time..
3. Influencer Profile
1. The Influencer will create a profile for the Influencer's fans or followers to subscribe to for premium, private access to the Influencer's profile and third-party social media accounts.
 2. The Influencer may upload and display on the Influencer's profile various media, content, and material including videos, photographs, audio, text, audiovisual, graphics, music, trademarks, logos, and artwork. The Website may also allow the Influencer to upload content from certain third-party social media or data storage accounts.
 3. When a fan or follower signs up for premium, private access to the Influencer's third-party social media account, the Company will email the Influencer the user's third-party social media account ID, and the Influencer will promptly add that user to the Influencer's private third-party social media account. The Influencer is responsible for adding a user within 48 hours. If the Influencer does not add the user within 48 hours, the Company will refund the user. When a user cancels his or her subscription or the user's subscription expires, the Company will email the Influencer to remove the user from the Influencer's private third-party social media account, and the Influencer will promptly remove the user from the Influencer's private third-party social media account.
 4. The Company is not required to review, endorse, police, or enforce any relationships, interactions, or content shared between the Influencer and the Influencer's followers. The Company is not required to resolve any dispute between the Influencer and any follower or other third party.
 5. The Influencer acknowledges that the Influencer is solely responsible for the content that the Influencer offers, publishes, transmits, or posts on the Influencer's profile on the Website and third-party social media accounts. The Influencer's profile on the Website must not:
 1. Contain any material that is defamatory, libelous, slanderous, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
 2. Display of nudity or sexual activity on the website;
 3. Depict or portray minors, incest, rape or nonconsensual sex, extreme violence, torture, nonconsensual pain, blood, cutting, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse or bondage, genital

mutilation, bestiality, urination, defecation, enema play, vomiting, menstrual bleeding, or paraphilia;

4. Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
5. Infringe any copyright, patent, trademark, trade secret, or other intellectual property or other rights of any other person;
6. Be likely to deceive any person;
7. Promote or solicit any illegal activity, or advocate, promote, or assist any unlawful act, including prostitution and human trafficking;
8. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
9. Impersonate any person, or misrepresent the Influencer's identity or affiliation with any person or organization;
10. Display any telephone numbers, street addresses, last names, URLs, email addresses, or any confidential information of any person;
11. Give the impression that it emanates from or is endorsed by the Company or any other person or entity, if this is not the case; or
12. 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.

4. Influencer Proprietary Rights

1. Ownership
2. The Company does not claim any ownership rights in the content depicted in the Influencer's profile or the Influencer's third-party social media account. The Influencer continues to retain any ownership rights that the Influencer may have in that content.

5. Monitoring and Enforcement

1. The Company may do any of the following:
 1. Remove or block the Influencer's profile on the Website or any of its content for any reason or no reason in the Company's sole discretion;
 2. Take any action with respect to the Influencer's profile on the Website that the Company considers necessary or appropriate in its sole discretion, including if the Company believes that the Influencer's profile breaches this agreement, infringes any intellectual property right of any person, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
 3. Disclose the Influencer's identity or other information about the Influencer to any person who claims that the Influencer's profile or its content

violates their rights, including their intellectual-property rights or their right to privacy;

4. Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website; or
5. Terminate or suspend the Influencer's access to all or part of the Website for any reason, including breach of this agreement.

6. Compensation

1. Revenue Share

1. The Company will pay the Influencer **75%** of the revenue (***NO HIDDEN FEES***) generated from the sale of subscriptions to the Influencer's profile or third-party social media accounts, unless it is specified otherwise, with a separate agreement between the influencer and the Company.

2. Payments

1. The Company will pay the Influencer once a month by one the following methods chosen by the Influencer: SEPA, ACH, or Wire.

3. Taxes

1. The Influencer is responsible for paying all taxes owed for revenues earned under this agreement.

4. Adjustments

1. The Company may adjust the amount owed to the Influencer for any reason, at any time, without notice, including retroactively. The most common reasons for adjustments include refunds, chargebacks, fraud, and breach of this agreement.

7. Termination

1. Termination on Notice

1. Either party may terminate this agreement at any time by notifying the other party.

2. Termination by Company

1. The Company may suspend, disable, or terminate the Influencer's access to the Website if the Company determines, in its sole discretion, that the Influencer breached this agreement or that the Influencer's conduct would tend to damage the Company's reputation and goodwill.

3. Effect of Termination
4. On termination, the Influencer's right to access the Website and all licenses granted by the Company terminates.
5. Survival
6. Any part of this agreement that imposes an obligation after termination will survive the termination, including all disclaimers and limitations of liability.

8. Warranty Disclaimers

1. The Company is not making any guarantee of profitability or about the amount of money the Influencer will earn under this agreement. The Influencer acknowledges that past earnings does not guarantee or suggest similar future earnings.
2. The Company is not making any warranty about the availability or functionality of any third-party social media platform. The Influencer acknowledges that the Company is not affiliated with any third-party social media platform and that no third-party social media platform sponsors or endorses the Website. The Influencer further acknowledges that the Company has no control over any third-party social media platform and that third-party social media platform may suspend or terminate the Influencer's third-party social media account for violation of that third-party social media platform's terms, policies, or guidelines at any time and that any suspension or termination of the Influencer's third-party social media account will affect the Influencer's ability to earn revenues under this agreement.
3. The Company operates the Website as a neutral host, and the Company does not regularly monitor, regulate, or police the use of the Service or the Influencer profiles by any of its participants. The participation in the Service or any Influencer profile by a visitor, customer, Influencer, studio, or another third party (collectively, the "**participants**") does not constitute an endorsement by the Company of that participant. The Company is not responsible for the acts, omissions, agreements, promises, content, products, or other services, comments, opinions, advice, statements, offers, or information of any participant. Participants are independent third parties, and the Company does not, and will not, have any responsibility for the acts, omissions, agreements, promises, comments, opinions, advice, statements, or offers of any participants.
4. The Influencer assumes sole responsibility for all risks, consequences, and damages resulting from the Influencer's interaction and association with the Website, including risks associated with the publicity of appearing on the Website, the risk of recording, piracy, or unauthorized dissemination of the Influencer's content.

9. General

1. Entire Agreement

1. This agreement constitutes the entire agreement of the parties with respect to the subject matter. It supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the parties concerning the transactions contemplated in this agreement.

2. Amendment

1. The Company may change this agreement on one or more occasions, on condition that changes will not apply to ongoing disputes or to disputes arising out of events occurring before the posted changes. The Company will notify the Influencer through the Website or by email of any changes to this agreement. Changes will become effective when posted on this page. It is the Influencer's responsibility to check this page periodically for changes to this agreement. If the Influencer continues to use the Website after any change, the Company will consider the Influencer's continued use as acceptance of the change unless the Influencer notifies the Company in writing no later than 15 days after the change. The Company will contact the Influencer no later than 15 days after receiving the notice to try to reach a mutually amicable resolution. If the parties are unable to reach a mutually amicable resolution, the Influencer's sole remedy is to terminate this agreement.

3. Notices

1. All notices and other communications between the parties will be in writing.
2. Method
 1. Notice to Company
 2. The Influencer may send notice to the Company by email at **info@isnapbabes.com** unless a specific email address is listed on the Website for giving notice. The Company may change its contact information on one or more occasions by posting the change on the Website. Please check the Website for the most current information for sending notice to the Company.
 3. Notice to the Influencer

4. The Influencer consents to receiving any notice from the Company in electronic form either (1) by email to the email address listed in the Influencer's account or (2) by posting the notice on a place on the Website chosen for this purpose. The Influencer may change the Influencer's contact information by updating the contact information in the Influencer's account.

3. Receipt

1. The Company will consider an email notice received by it only when the Company's server sends a return message to the Influencer acknowledging receipt. The Company will consider notices sent to the Influencer by email received when the Company's email service shows transmission to the Influencer's email address. All other notices will be effective on receipt by the party to which notice is given, or on the fifth day after posting, whichever occurs first.

4. Electronic Signatures

5. The parties may sign this agreement by fax or electronically instead of an original signature. The parties will consider fax or electronic signatures as original signatures that bind them to this agreement. The Influencer acknowledges that any affirmation, assent, or agreement the Influencer sends through the Website in response to a prompt binds the Influencer. The Influencer further acknowledges that when the Influencer clicks on an "I agree," "I consent," or other similarly worded "button" or entry field using a finger (for touchscreen devices), mouse, keystroke, or other device, this action is the legal equivalent of the Influencer's handwritten signature and binds the Influencer in the same way.

6. Permission to Send Emails to the Influencer

7. The Influencer grants the Company permission to email notices, advertisements, and other communications to the Influencer, including emails, advertisements, notices, and other communications containing adult oriented material, sexual content and language, and images of nudity unsuitable for minors. The Influencer's permission will continue until the Influencer asks the Company to remove the Influencer from the Company's email list.

8. English language

9. The Company drafted this agreement in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will

be in the English language. *For further questions, do not hesitate to contact us at info@isnababes.com*