

Advertising Terms & Conditions

Tall Pine Productions
2201 S Jackson St. #505
Seattle WA 98144

WHEREAS, SACRED-EROS is engaged in the electronic publication of an accurate and quality teacher and practitioner listing service [the "Service"] on the Internet through a SACRED-EROS owned and operated website [the "Web Site"]; and

WHEREAS, SACRED-EROS has an area on its Web Site, accessible to anyone who visits the Web Site, which contains an index of participating advertisers along with thumbnail photographs of the participating advertisers along with the advertiser's name, contact information and other textual material created and submitted by the individual advertiser; and

WHEREAS, if Advertiser is an individual, wishes to promote and advertise ADVERTISER's own website or personal services by having photographs, descriptions and other text content relating to ADVERTISER or said website or personal services listed, published, exhibited and displayed on the Service through the Web Site; and

WHEREAS, if Advertiser is third party such as an agency, business or corporation (hereinafter referred to as "Companies"), Advertiser operates an adult entertainment service (or represents adult entertainers) and desires to submit photographs, descriptions, text and other content and information about the adult entertainers whom Agency employs or represents listed, published, exhibited and displayed on the Service through the Web Site; and

WHEREAS, SACRED-EROS is willing to include ADVERTISER's supplied images and content in the Service and to post same on the Web Site strictly upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and for good and valuable consideration, the adequacy and sufficiency of which is acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Posting Of Content. SACRED-EROS will include visual images, text material, biographical and contact information [collectively, the "Content"] provided by ADVERTISER in the Service and post same on the Web Site as follows:

1.1 ADVERTISER bears full responsibility for the placement of the Content and shall notify SACRED-EROS within 24-hours of first posting of any corrections, changes or deletions necessary thereto.

1.2 ADVERTISER is solely liable for any of the content provided through any link included on the Web Site and for any technical malfunctions, errors or other problems caused by such link. ADVERTISER warrants that it will not provide anything other than a direct link from the Web Site to its web site.

1.3. ADVERTISER is solely responsible for all content provided to SACRED-EROS on ADVERTISER'S behalf by third parties, such as photographers or other delegates of ADVERTISER and all provisions of this agreement shall apply to said content.

2. Grant Of License Rights.

ADVERTISER hereby grants SACRED-EROS a non-exclusive license to use, display, copy, publish, exhibit, broadcast, transmit, communicate, perform and disseminate in the Guide and on the Internet through the Web Site any Content submitted by ADVERTISER to SACRED-EROS, including any derivative works based on, or compilation including, said Content, for the limited purpose that ADVERTISER submitted the Content to SACRED-EROS. ADVERTISER hereby grants SACRED-EROS the right, in SACRED-EROS' sole discretion, to process and/or make changes to the Content, including, but not limited to inserting SACRED-EROS' watermark on digitized Content for the purpose of deterring third party copyright infringements. ADVERTISER expressly releases SACRED-EROS from any and all liability arising in connection with SACRED-EROS' authorized use of the Content, including liability arising from any blurring, distortion, alteration, or optical illusion that may occur during processing of the Content.

2.1 Notwithstanding any provision herein to the contrary, SACRED-EROS shall have the right to institute a suit for infringement, unfair competition, dilution or other action with respect to the use of the Content by third parties, provided that SACRED-EROS will have no duty to initiate or pursue such suit if in its best judgment the suit is not warranted or is not in its best interests. ADVERTISER will, at all times, reasonably cooperate with SACRED-EROS and its counsel in respect of any suspected infringement or suit for infringement, including, but not limited to testifying, and by making available any records, papers, information, and the like when reasonably requested by SACRED-EROS. The provisions of this paragraph 2.1 shall survive the expiration or termination of this Agreement for any reason.

2.2 SACRED-EROS is not required or obligated to pay ADVERTISER any monetary compensation for the license rights that ADVERTISER has granted to SACRED-EROS herein, and ADVERTISER agrees that the publication and display of the Content in the Guide and on Web Site constitute adequate and sufficient consideration for the grant of said rights.

2.3 The duration of the license rights granted herein by ADVERTISER to SACRED-EROS shall be for an unlimited period, except that said license rights may be terminated, at any time, upon three (3) days' written notification of termination given to SACRED-EROS by ADVERTISER. After effective termination of license rights by ADVERTISER, SACRED-EROS shall remove any ADVERTISER Content from the Web Site. SACRED-EROS shall not be required to return any Content to ADVERTISER that ADVERTISER has submitted to SACRED-EROS.

2.4 All license rights granted to SACRED-EROS herein shall be fully assignable by SACRED-EROS.

2.5 ADVERTISER may designate a third party to act on ADVERTISER'S behalf by executing an Advertiser Delegation Agreement. ADVERTISER acknowledges that ADVERTISER is fully responsible for the actions of a designated third-party on ADVERTISER'S behalf. ADVERTISER acknowledges that execution of an Advertiser Delegation Agreement does not release ADVERTISER from the terms of this Agreement.

3. Representations, Warranties And Indemnity Of ADVERTISER. ADVERTISER hereby represents and warrants to SACRED-EROS as follows:

3.1 That ADVERTISER owns or possesses the legal authority to grant to SACRED-EROS any license or license rights referred to in this Agreement regarding the Content necessary to permit the posting of the Content on the Web Site, including without limitation, all

copyright, trademark and trade name releases, and model releases of all persons appearing in said Content sufficient to permit the legal use of their names and likeness, including waivers of all necessary rights of publicity and privacy.

3.2 That ADVERTISER has made no other agreements, obligations, commitments or legal encumbrances that might prevent or interfere with the rights and license that ADVERTISER has granted to SACRED-EROS, herein, or that might prevent Web Site from freely using the Content as provided in this Agreement.

3.3 That the Content is wholly original and has not been copied in whole or in part from any other work, picture or source; the visual images contained in the Content are neither fake nor "stock" photography, and that any photograph of a person depicted in the Content is a true and accurate representation of the person depicted and available for engagement.

3.4 That all persons depicted in photographs in the Content that ADVERTISER has submitted to SACRED-EROS were adults over the age of eighteen (18) years of age (or older, if the age of adult status is greater than 18 in the jurisdiction where the persons were photographed), at the time that said persons were photographed, in connection with the creation or production of the Content.

3.5 That there are no depictions or portrayals of any performer, model or other person in any Content submitted by ADVERTISER that, in any manner, directly or indirectly communicates, suggests or implies that any such person is a person under the age of eighteen (18) years or is otherwise a minor.

3.6 That any personal identification and/or age verification documentation of the persons depicted in the Content that ADVERTISER has presented to SACRED-EROS for publication in the Web Site is valid, authentic and real; that the information contained therein is true and accurate; and that said documentation was issued by the authority of the person whose name appears on the documentation.

3.7 That no claim has been made against ADVERTISER and that ADVERTISER knows of no claim that the Content infringes the copyrights or violates the rights in any other work and/or of any person, film, or corporation whatsoever; that the Content is not in the public domain and enjoys and will enjoy, either statutory or (to the extent it may exist) common law copyright protection in the United States and all countries adhering to the Berne and Universal Copyright Conventions.

3.8 That all obligations with respect to the Content, including but not limited to, all salaries, royalties, present and future license fees, service charges and the like, if any, have heretofore been fully paid. 3.9 That the Contents: (a) contains no matter that is libelous, obscene or otherwise contrary to law; (b) does not involve depictions of actual sexual activity; (c) has not at any time been the subject of any prosecution, investigation or civil action by any party or governmental agency.

3.10 That nothing in the Content constitutes an offer to engage in unlawful conduct or behavior, a solicitation to engage in unlawful conduct or a communication relating to unlawful conduct or behavior of any kind.

3.11 That if ADVERTISER is conducting a business that is described or featured in the Content submitted to SACRED-EROS by ADVERTISER or that is on ADVERTISER's website, that said business is lawful in the United States and any individual State and municipalities in which it operates. 3.12 That ADVERTISER has read, understands and shall fully abide by SACRED-EROS's billing procedures as those guidelines appear on the Web Site.

3.13 That ADVERTISER acknowledges that ADVERTISER has fully read and understands this Agreement, or the electronic duplicate copy of this Agreement located at www.SacredEros.com/agreement and agrees to all of the terms and conditions in said Agreement.

3.14 That ADVERTISER shall defend, indemnify and hold harmless SACRED-EROS, its officers and directors, successors, assigns, affiliates and licensees from and against any action, suit, claim, judgments, penalties, losses, damages, costs, charges, including reasonable attorney's fees, and other losses whatsoever which may be obtained or imposed by reason of the breach of any warranty, covenant, agreement or a misrepresentation made by ADVERTISER herein or any claim that any of the Content submitted by ADVERTISER to SACRED-EROS infringes any intellectual property rights or another rights of any third party on account of the use of the Content by SACRED-EROS as contemplated within the scope of this Agreement. ADVERTISER further agrees that ADVERTISER's indemnification obligations, as set forth herein, shall survive the termination of this Agreement.

4. Limitation Of Liability For Submitted Content. ADVERTISER agrees that SACRED-EROS shall not be responsible or liable in any way or to any degree for the loss or damage to any Content supplied or submitted by ADVERTISER to SACRED-EROS. ADVERTISER expressly acknowledges that ADVERTISER is only supplying copies of the Content to SACRED-EROS.

5. Limitation of Liability. ADVERTISER UNDERSTANDS AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SACRED-EROS BE LIABLE FOR ANY DAMAGES WHATSOEVER TO ADVERTISER OR TO ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM AGENCY'S RIGHTS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SERVICES PROVIDED BY SACRED-EROS, OR THE USE OF SOFTWARE, HARDWARE OR TELECOMMUNICATION FACILITIES BY EROS IN PROVIDING SERVICES TO ADVERTISER, EVEN IF SACRED-EROS HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. ADVERTISER ACKNOWLEDGES THAT THE FOREGOING SENTENCE REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, THAT SUCH VOLUNTARY RISK ALLOCATION WAS A MATERIAL PART OF THE BARGAIN BETWEEN THE PARTIES, AND THAT THE ECONOMIC OR OTHER TERMS OF THIS AGREEMENT WERE NEGOTIATED AND AGREED TO BY THE PARTIES IN RELIANCE ON SUCH VOLUNTARY RISK ALLOCATION. IN ANY CASE, SACRED-EROS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS SERVICE AGREEMENT SHALL BE LIMITED TO A TOTAL OF NO MORE THAN TEN DOLLARS (\$10.00). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY.

6. SACRED-EROS Functioning as ISP.

6.1 ADVERTISER agrees that ADVERTISER is solely responsible for any Content that ADVERTISER submits to SACRED-EROS for publication on the Web Site.

6.2 For the purposes of any enforcement of rights arising under this Agreement, SACRED-EROS shall be deemed to be an Internet Service Provider ("ISP") as that term is defined in the Digital Millennium Copyright Act ("DMCA") for all claims arising hereunder, and shall also be deemed to be an Interactive Computer Service as that term is used in the Communications Decency Act. ADVERTISER shall give notice and comply with the notification procedures of the DMCA and agree that SACRED-EROS will have and shall fully benefit from the safe harbor provisions set forth in the DMCA regarding ISPs, the liability limitations, Good Samaritan and other provisions pertaining to Interactive Computer

Services set forth in 47 U.S.C. § 230 (c) et seq., and all similar notice and other provisions limiting or otherwise insulating the liability of ISPs and Interactive Computer Services pursuant to the statutory or case law of the United States, any state or territory thereof, or any jurisdiction in which ADVERTISER or ADVERTISER's assigns elect to bring any claim against SACRED-EROS or any of SACRED-EROS's assigns or sub-licensees of rights granted to SACRED-EROS hereunder.

7. Miscellaneous Provisions

7.1 ADVERTISER agrees that this Agreement contains the entire agreement between ADVERTISER and SACRED-EROS regarding ADVERTISER'S submission of Content to SACRED-EROS for publication on the Web Site. This Agreement supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by SACRED-EROS.

7.2 ADVERTISER agrees that this Agreement shall be governed by and construed under the laws of the State of Washington and the United States as applied to agreements between Washington state residents entered into and to be performed within the State of Washington, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. 7.3 ADVERTISER agrees that in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

7.4 ADVERTISER agrees that for purposes of construction, this Agreement shall be deemed to have been drafted by both ADVERTISER and SACRED-EROS. Any and all ambiguities and/or inconsistencies shall not be construed in favor of or against either party hereto.

7.5 ADVERTISER agrees that in any legal action to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

7.6 Any dispute or claim arising under or with respect to this Agreement that is incapable of resolution will be resolved by arbitration before one (1) arbitrator in Seattle, Washington in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ["AAA"]. The appointing agency shall be the AAA. The decision or award of the arbitrator shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. In case of any litigation regarding this Agreement, ADVERTISER agrees that the venue for such litigation, depending on the subject matter of the dispute, shall be either in the Washington State Courts or the Federal District Court whose venue includes Seattle, Washington. ADVERTISER hereby consents and stipulates to the jurisdiction of said State and/or Federal District Court.

7.7 This Agreement shall become effective upon receipt and acceptance by SACRED-EROS of a signed and dated CONFIRMATION OF EXECUTION OF AGREEMENT, a copy of which is attached hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.