

# **CONTENT SUBMISSION RELEASE AND GRANT OF RIGHTS**

PLEASE READ AND ELECTRONICALLY SIGN THIS CONTENT SUBMISSION RELEASE FORM BY ENTERING INFORMATION BELOW AND CLICKING THE CHECKBOX. AGENCIES, PLEASE CALL US OR EMAIL TO FINALIZE YOUR SUBMISSION OF CONTENT.

Effective upon execution of this document (which shall be deemed to occur upon your clicking the checkbox below), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You (referred to herein as "Content Submitter") agree with Platinum World Enterprise, Inc. ("PWE"), as follows:

## **1. CONTENT SUBMITTER INFORMATION.**

**Content Submitter's Legal Name:** \_\_\_\_\_  
(Full Current Legal Name: First, Middle, Last)

**Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_  
(Month, Day and Year)

**Phone:**(     ) \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_@\_\_\_\_\_

Identification and Contact Information for other individual(s) appearing in submitted Content:

\_\_\_\_\_

## **2. GRANT OF RIGHTS.**

Content Submitter does hereby grant to PWE (including its licensees and assigns) the royalty-free right to use the submitted photographs/audio-visual digital media and submitted text (including name, biographical information, phone numbers and other contact information) (individually and collectively, in whole or in part, "Content") for reproduction in any medium: a) in connection with advertising/promotion on the web site WWW.247EXOTIC.COM or other site(s) owned and/or licensed by PWE (individually and collectively, the "Site"), and b) for purposes of advertising and promotion of PWE, and c) as further specified in the Advertiser Agreement. Notwithstanding the foregoing, PWE shall have the right in its sole and exclusive discretion to delete any Content submitted by Content Submitter, with or without cause, and with or without notice, including the right to remove content previously posted on the Site. The parties agree that PWE may sublicense or otherwise assign the foregoing rights, in its sole and exclusive discretion, without notice and without royalties or other compensation to Content Submitter.

## **3. ACKNOWLEDGEMENTS AND WAIVERS.**

a. Content Submitter understands and agrees that all of the terms and conditions (including, without limitation, representations, warranties and indemnifications) of the Advertiser Agreement

entered into by and between Advertiser and PWE shall be deemed to be applicable to this Agreement and incorporated by reference herein.

b. Content Submitter understands and agrees that the Site may contain sexually graphic or explicit materials.

c. Content Submitter releases PWE and PWE's shareholders, officers, directors, employees, independent contractors, agents, attorneys, successors and assigns from any claims or liability: i) arising out of this Agreement, or ii) for and by virtue of PWE's use of the Content. The foregoing shall include, without limitation, right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional including those from any infliction of emotional harm), negligence, intellectual property and all other such claims whether or not listed above.

d. Content Submitter hereby specifically acknowledges that all information contained in the Content which is posted by Content Submitter, including but not limited to records containing personal identification information may be transmitted to third parties. Content Submitter hereby releases and holds PWE and PWE's shareholders, officers, directors, employees, independent contractors, agents, attorneys, successors and assigns harmless from any and all claims associated with, or arising from, the transfer or dissemination of such information to third parties or the acquisition of such information by third parties.

e. **Content Submitter declares under penalty of perjury that (click each, as applicable):**

\_\_\_\_\_ I have read and thoroughly understand the terms and conditions of this Agreement.

\_\_\_\_\_ I am eighteen (18) years or older, and I have the capacity to enter into this Agreement.

\_\_\_\_\_ I read, write and comprehend the English language.

\_\_\_\_\_ I am not under the influence of any intoxicating or mind-altering substance, including but not limited to alcohol or drugs (prescription or otherwise). I have not consumed or otherwise used same for the previous 24 hours.

\_\_\_\_\_ I do not suffer from any mental or nervous condition that would affect my ability to knowingly and voluntarily enter into this Agreement.

\_\_\_\_\_ I agree to cooperate with PWE to confirm the accuracy of any and all the information contained in this Agreement and to make certain that PWE has current and effective contact information for me which I will actively monitor.

\_\_\_\_\_ All persons depicted in any pictorial representation in the submitted Content 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 said persons were photographed, in connection with creation or production of the Content.

\_\_\_\_\_ I have obtained the necessary consent and written authorization of any individual appearing in such submitted Content to grant PWE the rights as set forth in this

Agreement and I have obtained and submitted herewith appropriate information and photo identification of any other individual(s) which appear in any pictorial representation in the submitted Content.

\_\_\_\_\_ The information and photo identification, if any, which I provided to PWE in connection with this Agreement do pertain to me (or, as applicable, the respective individual appearing in such submitted Content) and are correct and valid. I further understand that in case fraudulent documents are provided, PWE upon discovery, reserves the right to take such steps as PWE in its sole discretion deems to be appropriate including but not limited to a permanent ban of the Content Submitter and/or any related agents from advertising on PWE's Site, and that no credit nor refund will be issued in such instance.

\_\_\_\_\_ I have the right to grant all rights contained herein for the submitted Content.

\_\_\_\_\_ I have not made and shall not hereafter make any agreement with any third party which would cause any liability, damages, or other cost to PWE, and no rights of any third party are or will be violated by my entering into this Agreement or granting the rights set forth herein.

\_\_\_\_\_ All Content is produced in accordance with United States federal, state and local laws, rules and regulations including the applicable provisions of the Child Protection Restoration and Penalties Enhancement Act and that all Content is fully compliant with all requirements of 18 U.S.C. § 2257.

\_\_\_\_\_ No Content contains "sexually explicit conduct" as defined in 18 U.S.C. § 2256.

\_\_\_\_\_ PWE was not involved in the production of the Content including the hiring, contracting for, managing, or otherwise arranging for the participation of the party(ies) depicted in any Content.

\_\_\_\_\_ I fully understand that PWE does not review the Content and that with respect to the submitted Content, PWE is solely engaged in the hosting, storage and transmission of the Content which is made exclusively by me, without PWE selecting or altering the Content.

\_\_\_\_\_ I fully understand that except with regard to reasonable good faith efforts to bar minors from accessing the site, PWE does not screen or evaluate the viewers of the Site and takes no responsibility for their conduct.

\_\_\_\_\_ I fully understand that PWE cannot be held accountable and has no liability for any Internet, server and/or other outages and technical difficulties or adult content blocking that may limit the access to my Content and/or advertisement.

\_\_\_\_\_ I fully understand that nothing I submit offers, references or pertains to any illegal activity nor is to be used in the promotion or furtherance of any illegal activity.

#### 4. ATTORNEYS' FEES

In the event that any arbitration or litigation is instituted pursuant to the Content submitted in connection with this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs, including attorneys' fees and costs on appeal or in any enforcement action. In the event that legal action is brought by a third party against PWE, Advertiser agrees that defense of such action or any costs or losses arising therefrom, if related in any way to Advertiser or the Content, shall be borne exclusively by Advertiser.

## **5. OTHER DOCUMENTS AND ACTS.**

Content Submitter agrees to execute and deliver all documents and instruments and to perform such further acts as may be necessary to carry out the agreements set forth herein including but not limited to Records Keeping Compliance forms mandated by 18 U.S.C. § 2257, and/or 28 C.F.R. Sec. 75.1, et seq., if applicable.

## **6. INJUNCTIVE RELIEF AND DAMAGES**

**Content Submitter and PWE agree that the rights granted to PWE under the terms hereof are of an extraordinary character which gives them a unique value. Content Submitter hereby expressly agrees that PWE shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Content Submitter. Resort to injunctive and other equitable relief, however, shall not be construed as a waiver of any other rights and remedies which PWE may have for damages or otherwise, nor shall the seeking of damages or other relief be construed to be a waiver of any other rights or remedies which PWE may have in equity or otherwise. Without waiving any such other rights or remedies, PWE may commence an arbitration proceeding for damages for breaches of this Agreement and the institution or maintenance of any such action or proceeding or proceedings shall not constitute or result in a termination or breach of this Agreement by PWE, and shall be without prejudice to any right of PWE to terminate this Agreement. Any remedy that Content Submitter shall have against PWE in connection with this Agreement or the rights granted hereunder, shall be limited to the right to recover damages in an action at law, and Content Submitter hereby waives any right or remedy in equity, including the right to A) Terminate the Agreement; B) To enjoin, restrain or otherwise impair in any manner the Content or any parts or elements thereof.**

## **7. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by the laws of the State of California. If there is a dispute between Content Submitter and PWE arising out of or otherwise relating to this Agreement, the parties shall negotiate in good faith to attempt to resolve the dispute. If the parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party may submit the issue to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker's compensation law, unemployment insurance claims, intellectual property claims, actions for injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be conducted in Los Angeles, California, and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce disputes. The arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the

provisions of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

**8. ELECTRONIC SIGNATURE/ASSENT REQUIRED**

Content may not be submitted to PWE for posting on the Site unless Content Submitter has signed this Agreement. Such signature does not need to be a physical signature, since this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001, et seq. (E-SIGN Act). Content Submitter manifests Content Submitter’s agreement to this Agreement by taking any act demonstrating Content Submitter’s assent thereto, including clicking on the button marked “I Agree” below. Content Submitter acknowledges and agrees that this has the same legal effect as Content Submitter placing Content Submitter’s physical signature on this or any other legal contract.

The undersigned Content Submitter has read the foregoing and fully understand the meaning and effect thereof and fully intends to be legally bound.

**CONTENT SUBMITTER:** Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Content Submitter

\_\_\_\_\_  
“I AGREE”