

STREAMRAY, INC.
BROADCAST SUBSCRIPTION AGREEMENT

This BROADCAST SUBSCRIPTION AGREEMENT ("AGREEMENT") is made between

Streamray, Inc. ("STREAMRAY"), having as its principal place of business 5258 South Eastern, Suite 100, Las Vegas, Nevada 89119, and

NAME: _____ PHONE: _____

ADDRESS: _____

_____, EMAIL: _____

hereinafter referred to as "CITIZEN,"

on this _____ day of the month of _____ of the year _____.

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH STREAMRAY WILL PROVIDE INTERNET VIDEO STREAMING ACCESS SERVICES TO CITIZEN.

1. TERM and RENEWAL.

The term of this AGREEMENT is month to month and is automatically renewed unless otherwise terminated pursuant to this section or other applicable provisions of this agreement or the Rules and Regulations, commencing from the date entered herein above. Any party to this agreement with or without cause may immediately terminate this AGREEMENT by delivery to the other party or it's designated agent, by e-mail, Fax, or Fedex, a written notice of termination. If such AGREEMENT is terminated in the middle of a given month then any monthly fees paid in advance by CITIZEN to Streamray shall be refunded within a reasonable period of time upon written request by CITIZEN in a pro-rata manner.

2. WEB PAGE.

STREAMRAY grants CITIZEN the right to post and from time to time modify a Web Page on the Streamray Network Website and to utilize video/audio "stream(s)" that is contained in the "Signed Quotation," which is appended to this AGREEMENT as "Attachment 1" and which is incorporated into this AGREEMENT as though it were fully set forth at this point. Said rights are contingent upon CITIZEN completely constructing an html page that is lawful and meets STREAMRAY's technical specifications, rules and regulations, and guidelines.

3. E-COMMERCE SERVICES.

STREAMRAY agrees to provide e-commerce services for CITIZEN's Web Page on the Streamray Network, namely, to collect fees paid to CITIZEN by third party payors for services rendered through CITIZEN's Web Page on the Streamray Network and to pay CITIZEN's portion of said fees to CITIZEN on an approximately twice-monthly basis.

In exchange for provision of said e-commerce, web page, and hosting services, CITIZEN agrees, amongst other things contained in this Agreement:

- a. that STREAMRAY will deduct and retain for its own account a fixed percentage as listed at www.streamray.com/percentage-payout.html. This percentage may change from time to time. You must approve the then current change by "clicking through" or as otherwise provided in paragraph 7 hereto. Your refusal to click through may result in the termination of this Agreement.

- b. that CITIZEN shall charge a minimum and maximum per minute as fees for services rendered through its Web Page on the Streamray Network. These fees shall be listed at www.streamray.com/percentage-payout.html.
- c. that CITIZEN will clearly post all said fees on CITIZEN's Web Page on the Streamray Network, and
- d. that said posting by CITIZEN will be available to any client or customer of CITIZEN in advance of contracting for any service offered through CITIZEN's Web Page on the Streamray Network.
- e. If there is no e-commerce for a period of thirty (30) days, Streamray, Inc. will, in its sole discretion, without written notice, terminate this agreement.
- f. CITIZEN agrees to the **Model Release and Assignment of Intellectual Property Rights** which is hereby incorporated by reference and commonly found in the click-through agreement box upon sign-in via the STREAMRAY software. CITIZEN warrants that it has all the necessary rights needed to assign and grant the above intellectual property rights and shall do nothing to impair such rights. CITIZEN shall require any and all models or persons who use the STREAMRAY software and appear in any manner on STREAMRAY web sites, whether by audio, video, or chat, to agree to the "model release and assignment of intellectual property rights" agreement.

4. CHARGE-BACKS/REFERRAL FEES

STREAMRAY and CITIZEN agree that STREAMRAY has the right to make the following charges/deductions to CITIZEN and/or deductions from fees received by STREAMRAY on behalf of CITIZEN pursuant to providing said e-commerce services to CITIZEN, to wit: "charge-backs", namely, any refunds, interest, and fees provided by STREAMRAY, or by any third party on behalf of STREAMRAY, to clients or customers of CITIZEN and/or related credit card companies and/or credit card processing companies and/or credit card issuing and Acquiring banks; "referral/advertising fees", namely, any charges for business or web traffic referred to STREAMRAY and/or the CITIZEN by web sites or entities that provide traffic. Such referral/advertising fees may be calculated by STREAMRAY in a pro-rata manner by using reasonable estimates of the total traffic referred to the STREAMRAY web sites, the costs of such traffic, and equitably dividing such referral fees amongst the CITIZENs in a manner deemed reasonable within the full discretion of STREAMRAY. A CITIZEN's acceptance of payment from STREAMRAY for a given time period shall be CITIZEN's conclusive acknowledgement that such fees, including charges and deductions, were fairly and accurately calculated. CITIZEN acknowledges that by continuing to use the STREAMRAY services after acceptance of a given payment from STREAMRAY they are agreeing that all past payments made by STREAMRAY to CITIZEN for the given time periods were fairly and accurately calculated and that CITIZEN waives any and all claims for payment from STREAMRAY for all the time periods that the past payments covered and that STREAMRAY shall have no contractual obligation to retain historic data that covers such past payment time periods.

5. SOFTWARE.

STREAMRAY licenses its citizens' software system for audio-video stream(s) to CITIZEN upon and only after the posting of CITIZEN's Web Page pursuant to section 2 of this AGREEMENT and that CITIZEN may only use the software for services provided under this AGREEMENT consistent with the number of licenses and streams stated in Attachment 1 to this Agreement. The **Streamray Software Terms of Use** are hereby incorporated by reference. Upon the termination of this AGREEMENT, CITIZEN shall delete his/her copy of said software from any and all of his/her computers and related equipment (including but not limited to memory storage devices and equipment such as hard drives and "floppy" disks).

6. STREAMRAY NETWORK RULES AND REGULATIONS.

CITIZEN and STREAMRAY acknowledge that below are the "Streamray Network Rules and Regulations." CITIZEN warrants that he/she has read and understood the Streamray Network Rules and Regulations in their entirety and further warrants compliance with them. Members of the Streamray

Network, such as yourself, are known as "Citizens." Likewise, your clients and customers through your Streamray web page are known as "Tourists." Also, "Streamray" refers to Streamray, Inc. and/or its designated agent.

A. Yourself

You, the Citizen, are not in any way an employee or independent contractor of Streamray. The AGREEMENT (including the Streamray Network Rules and Regulations) between you and Streamray does NOT tell you what your lawful content or your services shall be, and Streamray does NOT otherwise exercise dominion or control over you.

B. Your Web Page

Your web page on the Streamray Network (your "Web Page") will contain, amongst other things, a name you choose (so long as it not used by another Citizen), a photograph (which you shall have to submit), a link to a gallery of photographs (you shall also have to submit those photographs), an email link, your Web Page's address, and your per minute charges and other information about the services you offer through your Web Page. Everything you post at your Web Page must comply with this AGREEMENT.

C. Payment of Your Share

Streamray's e-commerce services will allow Tourists to pay over the internet for the services you offer through your Web Page. Streamray will pay you your share of those internet transactions, as discussed in the AGREEMENT between you and Streamray, on approximately the first (1st) and fifteenth (15th) of every month. You will be able to access your recent accounting information online, at the Citizens page of the Streamray Network web site. However, Streamray will NOT provide you with hard copies of that accounting information – we encourage you to make copies of such information, as it appears, for your own records.

D. Reserve For Chargebacks

Streamray has the right, among others, to create a reserve fund from deductions of up to twenty percent (20%) of payments that Streamray collects from Tourists on your behalf in order to pay possible chargebacks or other fees as discussed in this AGREEMENT - such reserved funds may be kept interest free and would be in addition to any valid credit card charges it makes against your credit card or other valid deductions which Streamray may make from monies it collects on your behalf.

E. Internet Service Providers

You are free to use any "broadband" internet service provider you choose. From experience, Streamray does NOT recommend that you use America On-Line (which can be very slow in its internet connections). Streamray does recommend you explore local internet service providers, which can be fast and inexpensive.

F. Video Service Providers

STREAMRAY must be your only video/audio service provider for your STREAMRAY Web Page and for audio-video streaming under this Agreement and you may not link to other locations on the Internet from your STREAMRAY web page or in e-mail communications with STREAMRAY customers.

G. Payment to Others

Payment to any persons (including but not limited to Models, actual human beings, legal persons, partners, employees, independent contractors, etc.) who render services on or appear through CITIZEN's Web Page or via CITIZEN's STREAMRAY Software License is CITIZEN's sole responsibility, and such persons shall have no claims whatsoever against STREAMRAY. STREAMRAY may, in its sole discretion, withhold disputed monies from CITIZEN claimed by persons who rendered services for CITIZEN through CITIZEN's web page and who were not paid in whole or in part by CITIZEN.

H. Age and Releases

All people who perform services (including but not limited to performances) on or through your Web Page must be over eighteen (18) years of age. Streamray MUST have proof of age as well as the appropriate releases and authorizations BEFORE any people may perform any services on or through your Web Page.

I. NO NUDITY IN Free Areas

There CANNOT be nudity in any of the free areas of your Web Page, including but not limited to "Free Chat." This is to prevent minors from being exposed to nudity and other material that is inappropriate for them. Nudity can ONLY be available in the age-verified areas. Those areas are where Tourists are subject to the standard agreement for Tourists, which includes age verification that they are over eighteen (18) years of age and payment for access.

J. Obscenity

Absolutely NO service, in part or in whole and including but not limited to performances, that is on or through your Streamray Network Web Page shall violate ANY law concerning obscenity. IN OTHER WORDS, THERE CANNOT BE ANY OBSCENITY ON OR THROUGH YOUR WEB PAGE. **Obscenity includes BUT IS NOT LIMITED TO any actual *** or simulated *** conduct that is:** child pornography, i.e., depictions of nudity, sexuality or sex involving any person under eighteen (18) years of age; incest; rape; any other coerced sexual conduct; bestiality, i.e., sex with animals; necrophilia, i.e., sex with dead bodies; penetration with inappropriate objects, e.g., **fists**, bottles, vegetables, tools, implements (e.g., plungers, light bulbs), animals (e.g., gerbils), etc.; bondage with penetration; urination (i.e., "peeing") or defecation (i.e., "pooping"); age-inappropriate appearance, i.e., depictions of nudity, sexuality or sex by any person who LOOKS younger than 18 years of age, either naturally or because of scripting, make-up, costume, setting, demeanor, etc. You must remain on camera at substantially all times that the video stream is running.

The following is not permitted regardless of whether or not it has been deemed appropriate in the past...

Topless and covering nipples

- NO pasties...
- NO covering your bare breasts with your hands...
- NO covering nudity with a towel or pillow...

You MUST keep your panties on in Free Chat...

- NO pussy wedgies...
- NO pussy flashes...
- NO fingers or other devices under your panties...
- NO exposing any pubic hair...

Simulated sex with toys...

- Keep dildos away from your mouth and vagina (i.e., "pussy") or anus (i.e. "butt hole")...

Any type of masturbation whether on or off camera...

- NO massaging of vaginal areas (i.e., "pussy") or anus (i.e. "butt hole") ...

Groping...

- NO fondling breast, pinching nipples...

....or any other activities considered obscene or unlawful

Email Addresses, Instant Messaging and promoting other websites...

- NO promoting other websites by speech or chat... NO email addresses can be used ... NO instant message IDs may be exchanged.

K. Violation of Copyrights and Other Rights

Your services through your Web Page, in part or in whole, SHALL NOT violate any law of copyright; and they likewise SHALL NOT infringe upon the artistic rights, broadcast rights, civil rights, copyrights, dramatic rights, other property rights, performance rights, publicity rights, or any other rights of any person.

L. Defamation

Your services through your Web Page, in part or in whole, SHALL NOT slander, libel or defame any person (living or dead).

M. Trade Marks, Service Marks, Trade Secrets, Etc.

Your services through your Web Page, in part or in whole, SHALL NOT infringe upon, dilute, misappropriate or in any other way give rise to adverse claims regarding the trade marks, service marks, trade secrets or the like of any person or entity.

N. Interference with Business Interests and Business Activities

Citizens SHALL NOT damage, interfere with or in any other way give rise to adverse claims regarding the business interests or business activities of any other person, including any other Citizen. This includes, but is not limited to, making disparaging remarks about Streamray (including its employees and its operations) or any Streamray Network Citizen(s), harassing a Citizen, interfering with the services of a Citizen and the like -- whether through the services of your Web Page or by any other means.

O. Non-Competition

CITIZEN shall not engage in any activity that competes with Streamray, including but not limited to providing for another network the same or substantially similar internet services that you provide through the Streamray Network. While you are a Citizen AND for two years thereafter, you shall not solicit other Citizens to work for competitors to Steamray. Also, while you are a Citizen AND for two years thereafter, you shall not solicit business from or otherwise encourage visits by Tourists with whom you made contact while you were a Citizen to any non-Citizen competitor of Citizens' Web Pages.

P. Violation of the Rules and Regulations

If you violate ANY part of the Streamray Network Rules and Regulations, Streamray can and may without waiver, amongst other things, block access to your Web Page, remove your Web Page and/or terminate the AGREEMENT between you and Streamray. Streamray also reserves any and all other rights it possesses without waiver, including but not limited to seeking legal action, damages and/or injunctive relief for any violation of the Streamray Network Rules and Regulations.

7. AGREEMENT MAY CHANGE FROM TIME TO TIME

CITIZEN and STREAMRAY further acknowledge and agree that STREAMRAY or its designated agent may, from time to time, change this AGREEMENT and all agreements incorporated by reference herein including, but not limited to the STREAMRAY Software Terms of Use, and the

Model Release and Assignment of Intellectual Property Rights and that notice of said change(s) may be made by print, electronic, e-mail, link to web page, click through agreement, or any other media or method of STREAMRAY's choosing or of the choosing of STREAMRAY's designated agent, and that CITIZEN by not providing notice of termination as provided in §1 above agrees to comply with and be bound by said changes. STREAMRAY's acts of posting this and related Agreements as a click through agreement online or e-mailing this Agreement and related Agreements to a non-terminated CITIZEN manifest its acceptance and agreement to its terms.

8. GOVERNING LAW AND DISPUTES.

This AGREEMENT, in whole and in part, shall be interpreted and construed under the laws of the State of Nevada, USA. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any and all filing fees for said arbitration shall be paid for by the complaining party. Said arbitration shall take place exclusively in Las Vegas, Nevada, USA. Judgment on the award rendered by said arbitration, as well as fees and costs shall be entered by those courts of the State of Nevada, USA, having jurisdiction within Las Vegas, Nevada, USA.

9. AGE. CITIZEN represents and warrants that he/she is over the age of eighteen (18) and has provided proof thereof to STREAMRAY, or its designated agent, at or before the time of entering into this AGREEMENT. CITIZEN further represents, agrees, and warrants that any models or persons who use the STREAMRAY software licensed herein or appear in any manner on the STREAMRAY services provided herein shall be over the age of 18 and CITIZEN shall have provided accurate and complete documentation to STREAMRAY in advance consistent with the requirements of Section 2257 of Title 18 et seq of the United States Code and related provisions.

10. NO EMPLOYMENT OR INDEPENDENT CONTRACTOR RELATIONSHIP. The CITIZEN hereby represents, and STREAMRAY confirms, that the CITIZEN is neither an employee nor an independent contractor and that STREAMRAY exercises no control over the images provided to the Network by the CITIZEN. CITIZEN shall be solely responsible for paying any and all taxes on monies paid by STREAMRAY to CITIZEN or on behalf of CITIZEN to third parties.

11. NO ASSIGNABILITY. CITIZEN agrees that it cannot assign this AGREEMENT, in whole or in part, without the prior written approval of STREAMRAY.

12. NOTICE ADDRESSES. Any notice required under this AGREEMENT must be provided in writing and to the following:

STREAMRAY:
Streamray, Inc.
5258 South Eastern Avenue
Suite 100
Las Vegas, Nevada 89119

CITIZEN
via e-mail or click-through notice or
postal mail address on file with Streamray

13. INDEMNIFICATION. CITIZEN agrees to pay the costs of defense, indemnify and hold STREAMRAY and its officers, directors, owners, shareholders, members, employees, attorneys, successors, agents, assigns and representatives from and against any and all loss, liability, claims, damage, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney's fees and costs arising from or relating to actual or reasonably likely breaches of any terms, condition, warranty or representation made by CITIZEN in this AGREEMENT or by suits or claims brought by third parties related to or arising out of content provided by CITIZEN, CITIZEN's use of STREAMRAY services, and/or CITIZEN's acts, interfacing with, and communications with other CITIZENS and/or those visiting STREAMRAY web sites.

14. LIMITATION OF LIABILITY. In no event will STREAMRAY be liable to CITIZEN or its models and those who appear through STREAMRAY's services for loss of profits, loss of business, loss of use, loss of data, interruption of business, cost of procurement of substitute goods and services, or for any special, consequential, exemplary or incidental damages, arising out of or related to this agreement, however caused, and whether arising under contract, tort (including negligence) or any other theory of liability. The limits set forth in this section will apply even if the CITIZEN or model or other person has been advised of the possibility of such damages. In no event shall STREAMRAY's aggregate liability under this AGREEMENT exceed the aggregate amounts paid to STREAMRAY hereunder. The foregoing provisions of this section shall not apply to the indemnification provisions in section 13.

15. MERGER. This AGREEMENT, including the Streamray Network Rules and Regulations, and those portions incorporated by reference, constitutes the entire agreement between the CITIZEN and STREAMRAY relating to the subject matter of the AGREEMENT and shall supercede any prior Agreements related to the subject matters herein.

16. AMENDMENT. This AGREEMENT cannot be amended, altered or otherwise changed, except for as provided in section 7 of this AGREEMENT, without the express, written consent of both CITIZEN and STREAMRAY or STREAMRAY's designated agent.

17. NON-COMPETITION

While you are a citizen, you shall not engage in any activity that competes with Streamray, including but not limited to providing for another network the same or substantially similar internet services that you provide through the Streamray Network. While you are a Citizen AND for two years thereafter, you shall not solicit other Citizens to work for competitors to Steamray. Also, while you are a Citizen AND for two years thereafter, you shall not solicit business from or otherwise encourage visits by Tourists with whom you made contact while you were a Citizen to any non-Citizen competitor of Citizens' Web Pages.

18. SEVERABILITY. Should any provision of this AGREEMENT be found by a court of law or equity to be void, invalid or unenforceable under any applicable law or equity, such a finding shall not affect the remainder of this AGREEMENT, in part or in whole, that can still be given effect without the void, invalid or unenforceable provision; to that end, the provisions of this AGREEMENT are severable.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the date first written herein above.

STREAMRAY, INC.

By: _____ (signed name) _____ (printed name)
_____ (organization) _____ (title)

CITIZEN:

Acknowledges acceptance of this Agreement by continued use of the Streamray services after receipt of this Agreement and/or by "click-through" acceptance of this Agreement.

BY (Citizen or Citizen's authorized representative):

(SIGNATURE)

(PRINTED NAME)

(DATE)

Citizen's ADDRESS:

Citizen's Checks
Payable to:

Citizen's Taxpayer
ID number:
