

Payment Terms and Conditions
Dekor Plus Kerzenhandel, s.r.o.
with its registered office at Dvořákova 222/32, Olomouc
ID: 26845351
(hereinafter referred to as "DPK")

Introductory provisions

These Payment Terms and Conditions of the company Dekor Plus Kerzenhandel, s.r.o, with its registered office at Dvořákova 222/32, Olomouc, Company ID: 26845351, (hereinafter referred to as "DPK") supplement the General Terms and Conditions (hereinafter referred to as the "GTC") of this company and further regulate the contractual relationship between DPK and any:

- a) registered guest – a user who, by paying the selected fee, gains the possibility of access, for a defined period of time, in particular the sections of the website selected by him/her with the possibility of playing/downloading films/videos/photos in this section,
- b) model – a registered user who will have the opportunity to upload and distribute photos/videos in which he or her appears either alone or with third parties, if he or she has the appropriate consents for such distribution (so-called amateur video),
- c) porn producer - a registered user who is the producer of the photo/video material, or a person who exercises the relevant property rights in his own name authorizing the distribution of photo/video material to third parties, especially (but not exclusively) on Internet,
- d) porn distributor - a registered user who has contractually secured, with the owner of the copyright (porn producer), the right to make photo/video material available on Internet.

General payment terms

A user who wants to have access to a section of DPK website (www.onlygay.tv) which is not free is obliged (unless expressly stated otherwise) to pay the selected fee in USD by one of the selected payment methods. Subsequently, the payment will be exchanged for tokens, so-called "porn coins" ("PC"), which are the payment currency for the website's online store, i.e. after payment of the relevant PC, it is possible to access or one-time download of selected photo/video material. The current information on how much PC the user gets for 1 USD paid to the DPK account is always listed in the payment section.

The current amount of porn coins is listed online in the user's account. DPK declares that its technical solution allows the exchange of the fee paid by the user into the appropriate number of porn coins within minutes after the user makes the payment and it is credited to DPK's account. However, DPK recommends that users pay a sufficient number of porn coins to access or download the content of the site, since there may be a certain time delay between making the user's payment, exchanging the payment in USD to PC and then crediting the PCs to the user's account. The number of PCs that the user must pay for the access or download of each individual content of the photo/video material is determined by the website operator, unless otherwise stated below.

The user is entitled to use the PCs, which will be credited to him or her according to the current exchange rate between the user's paid payment in USD and PCs, to:

- a) making available the content of selected photo/video materials in individual sections of DPK website, whereby access means playing or displaying the entire content of the photo/video material that the user has selected by clicking and, at the same time, paid the appropriate amount of PCs for playing or displaying the photo/video material. The photo/video material selected by the user will be made available to the user for a limited period of **48 hours** from the moment of payment of the respective amount of PCs, after the respective amount of PCs is credited. For a period of 48 hours from the payment of the PCs, DPK guarantees that the selected photo/video material can be played or displayed repeatedly without the need of further payment. After the specified period of time, the photo/video material can be made available again only after a new PC payment.
- b) a single download of the content of selected photo/video materials in individual sections of DPK website, whereas downloading the content means the user's ability to copy the entire content of the selected photo/video material to an external data carrier after paying the appropriate amount of PCs. DPK expressly informs that unless it is explicitly stated for each photo/video material on www.onlygay.tv that the user is allowed to download the content (including the number of PCs for downloading the content), the person having the rights to the selected photo/video material has not granted DPK the consent to downloading the selected photo/video material to an external carrier and the photo/video material will only be made available under the above conditions under Letter a).

Payment terms and conditions for models, porn producers and porn distributors

A special registered user is a user who duly registers in one of the sections "model", "porn producer" or "porn distributor". If all the contractual conditions of the DPK are met, by this registration, he or she acquires the right to place on www.onlygay.tv such photo/video material of which he or she is the author or for which he or she has the relevant copyright. Such a registered user, who has not paid any fee in USD and has no PCs with which he or she could pay for the access of selected photo/video materials, will have exclusively his or her photo/video material available on the website www.onlygay.tv, which he or she himself or herself placed on the website or which has been placed on the website by at the request of this registered user.

This part of the Payment Terms and Conditions applies explicitly to all three groups of registered users of the "model", "porn producer" or "porn distributor" sections. If the word "model" is used in these Payment Terms and Conditions, it also includes a porn producer and a porn distributor within the meaning of these Payment Terms and Conditions.

By signing the affidavit and registration in the relevant section, the registered user expressly declares and confirms that he or she has become acquainted in advance with the General Terms and Conditions, Payment Terms and Conditions and all other principles and conditions that DPK, as the operator of the www.onlygay.tv, publishes on this website and which may apply to registered users – models. The model expressly acknowledges and agrees that any of his or her (even partially) false, defective or conduct violating the terms and conditions and operation rules of DPK may result in the following actions:

- a) the website operator temporarily or permanently disables access to defective photo/video material placed on the website by the model,
- b) the website operator exercise the right of retention of the model's financial remuneration,
- c) the website operator claims with the model compensation for any damage or injury that would arise (or could reasonably arise) directly or indirectly to DPK as a result of the model's actions.

If the model wants to allow the registered users to download the entire content of the selected photo/video material to an external medium, in addition to determining the appropriate amount of PCs for downloading the content of the selected contribution, he or she must explicitly state that he or she consents to the download of the selected photo/video material, either temporarily (for a limited period of time) or permanently. If the model has not done so and has not given such consent, the website operator will only allow that the content of the photo/video material of the model is available under the conditions specified above.

The model is obliged to state, for each individual photo/video material that it intends to place on www.onlygay.tv, the amount of PCs (according to the current exchange rate of DPK for the exchange between USD and PCs) for making the content of the selected photo/video material available. If he or she fails to do so when placing and making the content available, he or she acknowledges that the number of PCs for making the content available is determined by DPK as the operator of the website, being at least **5 PCs**. Determining the amount of PCs for a single access to the selected photo/video material is essential for the determination of DPK's commission and model remuneration, where the respective number of PCs (after their conversion into USD) is divided as follows: 25% for DPK (DPK commission) and 75% as the model remuneration.

DPK, as the operator of the website, is entitled to a commission for the placement and making available each piece of photo/video material of the model on www.onlygay.tv. The amount of the commission is 25% of the amount paid by the registered user in the PCs (after their exchange into USD according to the current exchange rate of DPK) for making each piece of the photo/video material available. The rest of the amount represents the model's remuneration.

After deducting a commission of 25% from every single PC, or USD, paid by a registered user, the model will be entitled to a remuneration of 75% from every PC, or USD, paid by a registered user for each individual access to the model's specific photo/video material on [the www.onlygay.tv](http://www.onlygay.tv). The remuneration will be paid to the model by DPK on a quarterly **basis on the following payment dates: January 10 (10/01), April 10 (10/04), July 10 (10/07), and October 10 (10/10)** of each calendar year, provided that **the amount of the remuneration in the relevant calendar quarter has reached at least 5 USD**. If the model's remuneration for a calendar quarter is less than 5 USD, its payout is postponed to the next calendar quarter, or until the amount of the remuneration reaches at least the minimum amount set for its payout. DPK declares that the minimum amount for the payment of remuneration to the model is set with regard to the charges of financial institutions for payment operations and the model expressly agrees with these conditions for the payment of remuneration.

The model expressly acknowledges and agrees that the remuneration of 75% for every single PC, or USD, paid by a registered user for each individual publication of the concrete photo/video material of the model on the website already includes the relevant VAT rate if the model is a Czech tax resident and, at the same time, a registered VAT payer in the Czech Republic. DPK is in no way responsible for the truthfulness, correctness and completeness of the model's data regarding his or her possible tax obligations in the Czech Republic, as well as for the fulfilment of tax obligations by the model, regardless of whether or not the model is a registered VAT payer or tax resident in the Czech Republic.

In the event that the model states, during registration, that it is not a Czech tax resident, the amount (remuneration) will be sent by DPK to the account in USD. An invoice issued by DPK will be the basis for sending the amount and the invoice will state the total number of PCs that the model achieved during the relevant three months, including the conversion of PCs to USD, for making available (or downloading) photo/video material on www.onlygay.tv, all of this after deduction of the commission for DPK.

In the event that the model states that he or she is a Czech tax resident, the amount (remuneration) will be sent by DPK to the account in CZK. An invoice issued by DPK will be the basis for sending the amount and the invoice

will state the total number of PCs that the model achieved during the relevant three months, including the conversion of PCs to USD (according to the current CZK to USD exchange rate of DPK), for making available (or downloading) photo/video material on www.onlygay.tv, and the USD will be converted to Czech Crowns (CZK) by DPK according to the current CZK/USD exchange rate always on the date of the relevant payment term (see the dates above).

The due date of the invoice is fourteen (14) calendar days from the date on which DPK issues the invoice to the model and sends it, including the attachment, to his or her e-mail address, given during registration. The model is entitled to make a claim against DPK invoice within three working days from the date of its delivery. The claim has to be justified and supported by evidence, otherwise DPK will not take it into account. If there is no claim filed by the model against the DPK invoice within the set deadline and in a due manner, the invoice shall be deemed as justified.

The model expressly acknowledges that DPK is entitled to suspend or withhold any amount of his or her remuneration, pursuant to Section 1395 ff. of Act No. 89/2012 Coll., the Civil Code, in the event that:

- a) there is a reasonable suspicion on the part of DPK that the model may have substantially violated the terms and conditions of the website www.onlygay.tv operator, in particular by even partially providing false information in an affidavit regarding photo/video materials that DPK distributed on this website at his or her request or could have violated, for example, the personal, copyright or property rights of a third party and DPK, as the operator of the website, may be threatened (even potentially) for this defective conduct of the model by possible property or non-property sanctions.

A reasonable suspicion that the model may have breached the obligations to which he or she has committed by registering with DPK may be sufficiently given, for example, by a report about inappropriate content of the model photo/video material sent by a third party, a pre-trial call (or a similar call) to download photo/video material, a pre-trial call (or a similar call) containing a threat of legal action against the website operator.

- b) an investigation will be initiated against DPK by administrative, financial, police or judicial authorities in connection with the model's photo/video material placed on www.onlygay.tv.

DPK is entitled to use the retained funds of the model remuneration to compensate for damage or injury caused by the model, as well as to cover the costs associated with the removal of damage/injury or costs incurred in for DPK's procedural defense to avoid damage or injury caused by the model's conduct. This does not apply if the model provides DPK with a reasonable financial security upon request or if he or she fully eliminates a possible claim for damages or other similar damages against DPK or if he or she submits such relevant evidence that convinces DPK that the submission of any third party in form of reporting inappropriate content, asserting any claim for damages, etc. is completely unfounded and untrue.

The model expressly acknowledges that if an inappropriate photo/video material of the model is reported to DPK in an appropriate manner, DPK will make such photo/video material inaccessible without delay and will use the right to retain at least the part of the model's remuneration relating to the photo/video material in question.

Final provisions

Users of www.onlygay.tv expressly declare and confirm that before registering on DPK website, they have thoroughly and completely familiarized themselves with the GTC, these Payment Terms and Conditions, and all other operation principles that DPK states on www.onlygay.tv.

These Payment Terms and Conditions become valid and effective upon their publication on the www.onlygay.tv website. The website operator reserves the right to unilaterally change these Payment Terms and Conditions and the amendments shall be effective from the date on which the amended Payment Terms and Conditions are made available on the website, including the date from which the amended version of the Payment Terms and conditions becomes effective.

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Managing Director

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