

Caro Entertainment Performer Agreement

Effective Date: 6/7/2020

Last Modified: 11/5/2020

This Performer Agreement is entered into by and between you ("**you**," "**your**," or "**Performer**") and Caro Entertainment Corp. ("**Company**," "**Caro Entertainment**," "**we**," "**us**"). The following Performer Agreement, together with any documents (our Privacy Policy and our Terms and Conditions – both incorporated herein by reference) (collectively, "**Performer Agreement**" or "**Agreement**"), govern your access to the Performer Account on <https://www.caroentertainment.com> and its sub-domains including any content, functionality, and services offered on or through <https://www.caroentertainment.com>, our mobile optimized websites, mobile applications or blogs (together the "**Website**" or "**Site**"), as a registered user with a Performer Account.

YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS PERFORMER AGREEMENT AND OUR TERMS AND CONDITIONS, AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THE TERMS OF THIS AGREEMENT OR OUR TERMS AND CONDITIONS, OR THE PRIVACY POLICY YOU MUST NOT REGISTER A PERFORMER ACCOUNT ON THE WEBSITE.

WHEREAS, Company is engaged in the business of providing entertainment content to its users via the Website's streaming capabilities; and

WHEREAS, Performer is a performer in the business of originating, producing and providing original live entertainment for transmission and broadcast over the Internet; and

WHEREAS, Company desires to allow Performer to engage in lawful performance of the live entertainment that Performer originates and produces for Users accessing the Website; and

WHEREAS, Performer desires to utilize Website, on the terms and conditions stated herein, as well as in the Website's Terms and Conditions and Privacy Policy documents, incorporated herein by reference;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged and in further consideration of the mutual promises set forth herein, it is hereby agreed between the parties as follows:

1. The Website

The Website is an online website providing streaming capabilities including both a text chat and video streaming service whereby individuals accessing the Website through their registered Performer Accounts ("**Performers**") may create and share with other users ("**Users**") online audio, video, interactive, and live content ("**Live Shows**"). Performers are free to broadcast their live streaming video through the Website, subject to the restrictions set forth in this Performer Agreement and our Terms and Conditions, which restrictions have been put in place to comply with applicable law, community standards, and for the safety of the Users. Subject to safety and legality required rules, Performers may produce and broadcast (or not broadcast) as and when they determine and set their own rules for other Users viewing their broadcasts.

2. Performer Accounts

If you wish to register as a Performer on our Website, you will be required to enter certain personally identifiable information. Our use of this information is governed by our Caro Entertainment Privacy Policy, which is incorporated by reference herein. You are encouraged to read this policy as it contains important information on how we collect and use this information and your rights regarding the same. Additionally, the Website utilizes cookies and certain technology that tracks usage, performance and your geographic location which are more fully described in our Privacy Policy. Furthermore, in order to be able to stream via the Website, Performers must download certain free software (Larix Broadcaster App for mobile and OBS software for desktop) to their devices. Performers must become familiar with the Terms and Privacy Policies of the respective software. Company is not liable for the transmission of data occurring through said software, or collection of personal information by said software unless otherwise indicated in our Terms.

You are solely responsible for maintaining the confidentiality of your Username and password and are fully responsible for all activities that occur under your Username and password, including without limitation any unauthorized access to the Website caused by you, including access which may violate applicable laws and/or subject you to criminal prosecution. This will result in your immediate ban from the Website and deactivation of your Account. We will not release your password for security reasons. You agree to (i) immediately notify us of any unauthorized use of your Username or password or any other breach or suspected breach of security, and (ii) ensure that you log out of your Account each time you stop interacting through the Website. The Account service may only be used by people who are at least 18 years old.

By registering a Performer Account on the Website you understand that a Performer Account allows you to have additional functions in presenting your persona to other Users like hosting live broadcasts, subject to the provisions of this Performer Agreement and our Terms and Conditions, including, without limitation, sections on prohibited user conduct.

3. Our Terms and Conditions

When you register a Performer Account with the Website, you agree and acknowledge that you have read and understood and agree to our Website's Terms and Conditions, incorporated herein by reference. Our Terms and Conditions govern various aspects of your use of the Website, including an important section on Dispute Resolution and Performer Content, the types of conduct and content prohibited on the Website, your liability for using our Intellectual Property, disclaimers of Company's liability for its users behavior, and other important clauses and sections. Please make sure to read our Terms and Conditions carefully.

4. Your Privacy Rights

When you use the Website, we collect and process certain personally identifiable and other data about you. Our use of this information is governed by our Caro Entertainment Privacy Policy, which is incorporated by reference herein. You are encouraged to read this policy as it contains important information on how we collect and use this information and your rights regarding the same. Additionally, the Website utilizes cookies and certain technology that tracks usage, performance and your geographic location which are more fully described in our Privacy Policy.

You will also be required to provide "pay to" information such as a bank account or home address. You may be required to provide certain taxpayer information. We report to the United States Internal Revenue Service all moneys paid by us to Performers as required by law.

5. Performer Content

Performers may create or otherwise make available live video, photo, or other content containing materials and intellectual property that they own or have a license to use ("**Performer Content**"). In making available Performer Content, Performers agree to grant and represent that Performers have the right to grant Users a perpetual, irrevocable license to access and view such content through the Website.

If you submit content you own, - including but not limited to Performer Content - you retain your ownership of your intellectual property rights. We do not claim any ownership interest in your Performer Content. However, by uploading, posting or submitting Performer Content to the Website you hereby grant the Company a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, publish, distribute, perform and publicly display your Performer Content, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes. In connection with the exercise of these rights, you grant Company, and anyone authorized by Company, the right to identify you as the author of your Performer Content, as we deem appropriate. You will not receive any compensation of any kind for the use of your Performer Content, except as otherwise specified in this Performer Agreement.

In addition, Performer hereby irrevocably permits, authorizes, and licenses Company and its affiliates, legal representatives, successors, licensees, agents, assigns, and those acting on Company's behalf to use Performer's screen name, image, likeness and any other elements of Performer's personality and publicity rights under applicable laws and regulations in connection with the use, reproduction, publication, distribution, performance and public display of Performer Content, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes without further consent from or any royalty, payment, or other compensation to Performer, except as otherwise expressly provided in this Performer Agreement. Performer specifically consents to the use of the Performer Content with other images, text, graphics, film, audio, and audiovisual works by the Company.

With respect to any Performer Content that Users elect to purchase through the Website you acknowledge and agree as follows: (i) that we are neither the creator nor source of the Performer Content; (ii) that we simply offer a platform for Performers to create and share Performer Content with other Users; (iii) the Performer who posted the applicable Performer Content is solely responsible for any claims or liabilities associated with, arising from, or in any way relating to such Performer Content; (iv) your purchase or use of any Performer Content is solely at your own risk; and (v) you forever release the Company, its affiliates, successors, assigns, officers, employees, agents, directors, shareholders and attorneys from any and all claims and liabilities associated with, arising from, or in any way relating to Performer Content. We have the absolute right to remove any Performer Content that we believe, in our sole discretion, may violate any law, this Performer Agreement or our Terms and Conditions.

By uploading, posting or submitting Performer Content to the Website you represent and warrant that (a) such Performer Content is nonconfidential, (b) you own and control all of the rights to the Performer Content (except for public performance rights in those musical compositions that are licensed by **Broadcast Music, Inc., The American Society of Composers, Authors and Publishers or SESAC, Inc.** (the "**PROs**")) or you otherwise have all necessary rights to post such Performer Content, (c) you authorize Company to use such Performer Content for the purposes described in this Performer Agreement and our Terms and Conditions, (d) the Performer Content is accurate and not misleading or harmful in any manner, and (e) the Performer Content, and your use and posting thereof, do not and will not violate this Performer Agreement, our Terms and Conditions or any applicable law, rule, regulation or third party right. For the

avoidance of doubt, Company will pay all royalties associated with the public performance of those musical compositions licensed by the PROs.

We may retain copies of the Performer Content and may make them available through the Website after the Live Show for on-demand purchases, under the same conditions as stipulated in this Performer Agreement, as it regards Performer Compensation. Your license to us in Performer Content is not revocable. However, your Performer Content, if acquired through the Website by another User, may be deleted from your public Account per your request, at our sole discretion. Moreover, you understand that, although we may delete Performer Content, one or more other Users may have copies, recordings or notes regarding such content and we are unable to delete such copies, recordings or notes.

6. Performer Status

Performer understands and agrees that, in registering a Performer Account, and in performing as a Performer on the Website, Performer has, and shall have, the status of an independent contractor and nothing herein contained shall constitute Performer to be as Company's employee or agent. Additionally, nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties or making either party an agent or employee of the other, and at all times, Performer shall have no authority to make any representations or warranties on behalf of Company.

Performer shall conduct her online business at Performer's own cost, expense and liability, including without limitation any and all costs, expenses, and liabilities associated who appear in and/or create the Content.

PERFORMER HEREBY AGREES THAT she/he IS THE SELLER OF ALL GOODS AND SERVICES SOLD ON THE THROUGH THE WEBSITE AND THAT PERFORMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL TAXES ASSOCIATED WITH THE REVENUE RECEIVED FROM THE SALE OF GOODS AND SERVICES THAT ARE GENERATED THROUGH THE WEBSITE. COMPANY IS NOT RESPONSIBLE FOR, AND WILL NOT PAY ANY TAXES FOR THE GOODS OR SERVICES PROVIDED BY PERFORMER INCLUDING WITHOUT LIMITATION, FEDERAL OR STATE TAXES, INCOME WITHHOLDING TAXES, SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, DISABILITY TAXES AND/OR DIRECT OR INDIRECT TAXES LEVIED BY FOREIGN COUNTRIES.

PERFORMER HEREBY AGREES TO RECEIVE PAYMENTS DIRECTLY TO HIS OR HER OWN ACCOUNT IN PERFORMER'S NAME, IN THE COUNTRY STATED ON THE PERFORMER ACCOUNT. PAYMENTS WILL NOT BE ISSUED TO THIRD PARTIES OR TO ACCOUNTS NOT IN THE SAME COUNTRY.

7. Performer Compensation

During the term of this Performer Agreement and on the terms and conditions set forth herein, Company agrees to provide Performer with access to broadcast on the Website, for the purpose of creating and sharing with other Users online audio, video, interactive, and live content in exchange for a thirty percent (30%) portion of the revenue collected for said services or as otherwise published on the Website ("**Performer Payment**").

The amount to be paid by the Website's Users is directly charged by Company or its third party payment processor and payment to the Performer is performed in accordance with the rates stipulated on the Website within five (5) business days from the date of receipt by Company or on the last date of the then-current monthly period. Performer is to receive a portion of the revenue collected by Company (or

Company's third-party processor) from Users on Performer's behalf subject to any processing fees, administration costs or charges associated with the performance of said payments by Company or its third-party processor.

Company will take care of the payment through wire transfer or direct deposit to Performer's payment account provided in the process of Performer Account registration. Company is entitled to charge the administration costs to be paid in relation to Performer Payment. In the case that fraudulent payment transactions (chargebacks, unauthorized transfers of funds between accounts, payments related to hacked accounts, or other violation of Company's regulations) are carried out by Users, Performers will not get the remuneration or/and can be permanently banned from using the Website.

Payments on the Website can be made and accepted only on the Website, any other means of payment are not allowed and Company is not be held responsible for issues related to other payment methods. In case of using other payment methods besides the one allowed by Company, the Performer Account will be terminated without previous notice.

Company will not be obligated to account and pay performance, mechanical or other royalties to you, all such sums being included in the Performer Payment.

8. Performer Representations

Performer will remain solely responsible for all of the Performer Content provided for distribution via the Website and agrees that it will not violate any law concerning obscenity. A Performer may not portray depictions of sex or any other any Content that may reasonably be considered to be obscene, including but not limited to any presentation of intimate physical contact, lascivious display of the genitals, or sexual situations, acted or depicted, as well as any other content prohibited by the Website's Terms and Conditions.

Performer represents to Company that the Performer Content complies with the laws and regulations applicable in (i) Performer's country of origin, (ii) Performer's local community, and (iii) the United States. Performer will furnish, at Performer's sole expense, all property, space, computers, computer equipment, furniture, attire, instruments and materials used in the course of the creation of the Performer Content or necessary to access the Website from the remote broadcast location.

In order for Company to submit a report to **Broadcast Music, Inc., The American Society of Composers, Authors and Publishers or SESAC** of the compositions performed through the Company Service, you agree that as soon as practical, following your Live Shows, and in no event later than ten (10) days following any Live Show, you shall submit to Company a list of the songs that you performed during each Live Show.

Performer hereby agrees to and expressly consents to Company's right to access, monitor and/or record the Live Show sessions and/or the Performer Content to ensure compliance with Company's policies as set forth on the Website and/or the laws and regulations of (i) the Performer's country of origin, (ii) the Performer's local communities, and (iii) the United States.

Performers also represent and warrant the following:

- Performers will not violate any civil or other rights of any other User or any third party.
- Performers will not use the Website to make any statements outside of the Website's entertainment purposes – including by way of illustration and not limitation political, religious, or other commentary.

- Any content that Performers upload or stream will be their original work and not infringe the intellectual property rights of any third-party.
- Performers will follow all applicable laws governing Performers' use of the Website; and
- Performers will not violate any provision of our Terms and Conditions or this Performer Agreement.

9. Failure to Perform

Notwithstanding anything to the contrary in this Agreement, failure of Performer to appear and perform at the specified time of the Live Show, or appearing in a condition that renders Performer unable to perform to the best of his/her abilities due to intoxication or any other reason, shall lead to Performer's forfeiting his/her right to compensation and potential liability to Company for any losses and/or money damages (including, among others, consequential and/or punitive damages) arising out of such failure to appear or perform.

Performer must confirm participation in the Live Show at least two (2) days prior to the specified date of the Live Show and failure to comply with Performer obligations will lead to consequences stipulated in this section.

10. Streaming Disclaimer

The Website provides functionality allowing Performers to stream/broadcast using their webcams. It is possible that other Users might, without Performers' permission, unlawfully record, make copies of, store, re-broadcast, distribute, publish or otherwise share your broadcast online or through other media forms. Performers assume all risk for their broadcasts and hereby release and agree to indemnify and hold us harmless us for all actions arising out of such activities, including without limitation invasion of privacy, defamation, and/or intellectual property infringement. As noted in our Privacy Policy, all information and content you determine to share or stream through the Website is considered public information.

11. Disclaimers

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH OUR WEBSITE OR SERVICE YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

12. Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARO ENTERTAINMENT, ITS PAST, PRESENT AND FUTURE LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "**Caro Entertainment Parties**") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE WEBSITE OR CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT, THIRD PARTY CONTENT AND LINKS TO THIRD PARTY WEBSITE), OR THE ORDER, RECEIPT OR USE OF ANY SERVICE, OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM ANY CARO ENTERTAINMENT PARTY, OR FROM EVENTS BEYOND THE CARO ENTERTAINMENT PARTIES' REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE CARO ENTERTAINMENT PARTIES' RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE THE CARO ENTERTAINMENT PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH CARO ENTERTAINMENT PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE CARO ENTERTAINMENT PARTIES ARE LIABLE TO YOU EXCEED THE LESSER OF (A) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (B) ONE HUNDRED DOLLARS (\$100).

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CARO ENTERTAINMENT AND YOU.

THE CARO ENTERTAINMENT PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY MODEL CONTENT, USER CONTRIBUTIONS OR PERSONALIZATION SETTINGS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT AFFECT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW/JURISDICTION.

13. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS MODEL AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Caro Entertainment, and our Caro Entertainment Parties from and against all actual or alleged Caro Entertainment Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) any use or misuse of the Website, Company Content or Performer Content by you or any third party you authorize to access or use the Website Company Content or Performer Content, (b) any Performer Content you create, post, share or store on or through the Website (c) your violation of our Terms and Conditions or this Performer Agreement, and (d) your violation of the rights of another. You agree to promptly notify Caro Entertainment of any third party Claims, cooperate with the Caro Entertainment Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance). You further agree that the Caro Entertainment Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Caro Entertainment.

15. Termination

Notwithstanding anything contained in this Agreement or our Terms, we reserve the right, without notice and in our sole discretion, to terminate or suspend your right to access or use the Website and the Performer Account, at any time and for any or no reason, including, without limitation, any violation of our Terms and this Agreement.

If you have materially breached any provision of our Terms or this Agreement, or if the Company is required to do so by law, the Company has the right to, immediately and without notice, suspend or terminate any services provided to you. You agree that all terminations for cause shall be made in Company’s sole discretion and that Company shall not be liable to you or any third party for any termination of your Performer Account. We reserve the right to suspend or stop providing access to the Website (or any features or functionality of the Website) at any time without notice and without obligation or liability to you.

If your registration, Performer Account or ability to access the Website is discontinued by Company due to your violation of any portion of our Terms or this Agreement, then you agree that you shall not attempt to

re-register with or access the Website through use of a different member name or otherwise, without written consent from Company. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you. Any funds due to you at the date of the termination, will be distributed to you at the end of on our next payout date.

You may terminate your Performer Account any time by [Delete Account](#) in your Account Settings or contacting our customer support at caroentercorp@hotmail.com. You agree to be personally liable for any and all charges incurred by your Account, Username, and password until terminated as provided herein. If you determine to terminate your Performer Account, any funds remaining in your Account at the time of termination will be disbursed to the payment information on file for your Account on our next payout date. Upon our processing of your request to terminate your Account, you will no longer be able to stream any Performer Content on the Website.

16. Governing Law and Jurisdiction

All matters relating to the Website and this Performer Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Florida applicable to agreements entered into and to be wholly performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts, and the remaining clauses shall be interpreted so as to effect as nearly as possible the original intentions of the Parties.

17. Dispute Resolution

Only the courts (state and federal) sitting in Miami-Dade County, Florida will have jurisdiction of any controversies regarding this Agreement. Any action or other proceeding which involves such a controversy will be brought in those courts and not elsewhere, and the Parties hereby waive any objection they may have to the appropriateness, jurisdiction and venue of such courts (including without limitation any objections based on the doctrine of *forum non conveniens*). Any process in any such action or proceeding may, among other methods, be served by delivering it or mailing it, by certified mail, or by US Mail Priority Mail, directed to the address first above written or such other address as the addressee has designated from time to time. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida.

18. Monitoring and Enforcement

The Company has the right to:

- Remove or refuse to post any Performer Content for any or no reason in our sole discretion.
- Take any action with respect to any Performer Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Performer Content violates our Terms and Conditions, or this Performer Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of our Terms and Conditions and this Performer Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

19. Assignment

This Performer Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Caro Entertainment' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

20. Force Majeure

Caro Entertainment shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, epidemic, pandemic, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

21. Notice

Where Caro Entertainment requires that you provide an e-mail address, you are responsible for providing Caro Entertainment with your most current e-mail address. In the event that the last e-mail address you provided to Caro Entertainment is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Performer Agreement, Caro Entertainment's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Caro Entertainment at the address of: Caro Entertainment Corp., 7900 SW 148th Ave, Miami, FL 33193. Such notice shall be deemed given when received by Caro Entertainment by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

22. Miscellaneous

No waiver by the Company of any term or condition set out in this Performer Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Performer Agreement shall not constitute a waiver of such right or provision. If any provision of this Performer Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Performer Agreement will continue in full force and effect. This Performer Agreement and all the documents incorporated herein (such as our Privacy Policy and Terms and Conditions) constitute the sole and entire agreement between you and the Company regarding your operation of your Performer Account on the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. Except as otherwise provided herein, this Performer Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

23. Changes to this Agreement

We may update our Performer Agreement from time to time. If we make material changes this Agreement, we will notify you by posting the new Agreement on this page. We will let you know via email and/or a prominent notice on our Website, prior to the change becoming effective and update the "Last Modified" date at the top of this Agreement.

You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Agreement to check for any changes. You are advised to review this Agreement frequently for any changes. Changes to this Agreement are effective when they are posted on this page.

24. Contact Us

All other feedback, comments, requests for technical support, and other communications relating to the Website or this Performer Agreement should be directed to:

Caro Entertainment Corp.
7900 SW 148th Ave
Miami, FL 33193
caroentercorp@hotmail.com