

Artist Agreement

Last Updated: May 2026

If you are an Artist, this Artist Agreement is a supplement to the [Terms of Service](#) that governs your access to and use the features specific to an Artist account. All other provisions of the [Terms of Service](#) and our other policies remain in effect and govern your access to and use of the general-purpose features of the Services. If any inconsistency exists between the provisions in this Artist Agreement and the Terms of Service or our other policies, the provisions in this Artist Agreement will control.

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1. **Additional Definitions.** The following definitions are added to Section 1 (Definitions) of the [Terms of Service](#):
 - 1.1 “**Affiliated Accounts**” means (i) if you are a Studio, your Models, or (ii) if you are a Model, your Studio and all other Models affiliated with your Studio.
 - 1.2 “**Content Depicting Featured Performers**” means any Content that depicts any Featured Performer.
 - 1.3 “**Fans**” means any user of the Services other than you and any Affiliated Accounts.
 - 1.4 “**Featured Performer**” means any person (i) other than or in addition to the specific Artist who shared that Content, and (ii) who has been approved by us to be depicted on that Artist’s account.
 - 1.5 “**Model**” means any Artist who is under the direction and supervision of a specific Studio. All Models are Artists, but not all Artists are Models.
 - 1.6 “**Studio**” means any Artist who directs and supervises one or more Models. All Studios are Artists, but not all Artists are Studios.
2. **Artist Accounts.** The following provisions are added to Section 2 (Accounts) of the [Terms of Service](#):
 - 2.1 **Verification.** You will completely and accurately fill out the application to register as an Artist and provide us with a copy of valid government-issued picture identification in color that contains your full legal name, date of birth, and expiration date for age and identity verification purposes. If you are in the United States, you will also submit a completed [W-9 Form](#). If you live outside the United States, you will submit a completed [W-8BEN Form](#). You authorize us to verify the validity of your government-issued picture identification with a third-party verification service. We may deny your application to register as an Artist for any reason or no reason at all.
 - 2.2 **Affiliated Accounts.** You will provide us with accurate information about any Affiliated Accounts, and you will timely update that information as necessary.
 - (a) **Studio Accounts.** If you are a Studio, you (i) may request or accept affiliation with one or more Artists to be your Models, (ii) are responsible for all activities that occur under any account operated by your Models, (iii) may be held liable for losses incurred by us or a third party caused by unauthorized access to or use of any account operated by your Models, (iv) will promptly notify us of any unauthorized use of any account operated by your Models, (v) are responsible for ensuring that your Models comply with this Agreement, and (vi) remove Content from any account operated by your Models at any time, for any reason. We (i) are not required to review,

endorse, police, or enforce any relationships or interactions between your Models and any Fan using the Services, and (ii) may take action against you and your Models for any activity on your account or any account operated by your Models. If you are a Studio, we may also allow you to apply to register and operate additional accounts from which you may share Content Depicting Featured Performers, if you provide us with a [Featured Performer Agreement](#) for each of the Featured Performers.

- (b) **Model Accounts.** If you are a Model, you may request or accept affiliation with an Artist to be your Studio. We (i) will make all payments for any licenses of your Content and any tips that you receive to the account operated by your Studio, (ii) are not required to review, endorse, police, or enforce any relationships or interactions between your Studio and any Fan using the Services, and (iii) may take action against you for any activity on your account or any Affiliated Account. If you are a Model, we may allow a Studio to register an account on your behalf and to provide you with the log-in credentials to such account, except that you will not be permitted to access or use the Services through such account or any other account until you have (i) reviewed and accepted the Terms of Service, this Artist Agreement, and our other applicable policies, and (ii) provided us with all necessary consent documentation, age and identity verification information, and any required Featured Performer Agreements. In such instances, we may limit your ability to access and use the Services, whether through such account or any other account, until you have complied with these requirements. You understand and agree that your Studio may remove Content from your account for any reason, for so long as you remain affiliated with your Studio.
- (c) **Revenue Sharing Between Models and Studios.** If you are a Model or a Studio, you understand and agree that (i) all revenues generated from the Model's account will be payable only to that Model's Studio, (ii) the Studio is solely responsible for dividing and distributing such revenues to the Model, according to the terms of any revenue-sharing agreement between that Studio and the Model, (iii) the Studio's failure to make such payments constitutes a material breach of this Agreement, (iv) we are not a party to such revenue-sharing agreements, and (v) we are not responsible for providing or enforcing such agreements.
- (d) **No Account Sharing of Affiliated Accounts.** Except for authorized Models, you will not sell, rent, transfer, share, or lend any Affiliated Account to any third party, and you will not otherwise allow any third party to access any Affiliated Account.
- (e) **Removing Affiliation.** You may request to remove any affiliation with any Affiliated Account by sending an email to support@iwantclips.com. If we remove any affiliation with any Affiliated Account, you understand and

agree that (i) you are solely responsible for sending takedown notices in compliance with our [DMCA Policy](#) in relation to any Materials which remain on the now-unaffiliated account and that are owned by you but not licensed by the now-unaffiliated account for continued publication and sub-licensure on the Services; (ii) you will not be entitled to receive any payments associated with the continued publication or licensure of any Materials posted on the now-unaffiliated account; and (iii) you hereby release us from any disputes that may arise between you and the now-unaffiliated account relating to any Materials shared on the now-unaffiliated account.

- 2.3 **Your Relationship To Fans.** You will remain responsible for all feedback transmitted by Fans through the Services.
- 2.4 **Effect Of Termination.** Upon termination of this Agreement, your right to access the Services and all licenses granted by us terminate, and we will pay you any remaining balance in your account on the next, normal payout schedule, unless we have the right to withhold or forfeit the Earnings as described in Sections 7.4 (Withholding of Earnings) and 7.5 (Forfeiture of Earnings) of this Artist Agreement. We may set off against any Earnings owed to you any loss incurred under Section 10 (Indemnification) of the [Terms of Service](#) as amended by this Artist Agreement.
3. **Our Intellectual Property.** The following sentence is added to Subsection 3.2 (Our License To You) of the [Terms of Service](#): If you are an Artist, the license we grant for you may be used for your commercial use, in accordance with this Agreement and our other policies.
4. **Your Content.** The following provisions are added to Section 5 (Your Content) of the [Terms of Service](#):
 - 4.1 **Content Production.** We merely provide you with the means to share Content on the Services and to receive tips. You solely determine the time, place, manner, and all other details of the production of your Content. You will supply, at your expense, all clothing, make-up, accessories, tools, equipment, and instrumentalities needed to produce your Content. You are solely responsible for obtaining all required licenses and consents from any other third parties involved in the production of your Content as is necessary to grant the licenses in this Agreement.
 - 4.2 **No Content Depicting Unapproved Third Parties.** You will not share any Content that depicts any third party other than your Featured Performers.
 - 4.3 **Featured Performers.** We may allow you to share Content Depicting Featured Performers on your account, if you provide us with a Featured Performer Agreement for each of the Featured Performers. You will tag all Featured Performers that appear in your Content. You understand and agree that any

Featured Performer may request removal of Content depicting that Featured Performer at any time, for any reason, and we may honor or deny such requests in our sole and absolute discretion.

- 4.4 **Revenue Sharing With Featured Performers and Other Third Parties.** We are not responsible for making any payments to any Featured Performers nor any other third parties involved in the production of your Content. We are only required to pay out the Earnings to the Artist who operates the account from which the Content was shared. Such Artist is solely responsible for dividing and distributing any revenue generated from the Content according to any revenue-sharing agreement between the Featured Performers and any other third parties involved in the production of the Content. Any such revenue-sharing agreement will be an independent, private agreement between the Artist who shared the Content and the Featured Performers and any other third parties. We are not a party to such agreements, and we are not responsible for providing or enforcing such agreements. You will not be entitled to any payments from us for any Earnings earned on any Content that is shared by another Artist, even if you appear in that Content.
- 4.5 **Your Licenses.** The licenses granted by you pursuant to our [Terms of Service](#) continue for a commercially reasonable period after you remove your Content from the Services or after the termination of this Agreement, except that any licenses granted in this subsection do not terminate for any Content that has been downloaded by the Fan or stored in the Fan's iWantCloud account, so long as the Fan has not otherwise breached our [Terms of Service](#). We may keep, but not display, distribute, or perform server copies of your removed Content indefinitely.
- (a) **Your License To Us.** In addition to the licenses granted by you to us in our [Terms of Service](#), you grant us and our subsidiaries, affiliates, service providers, and each of their respective successors, licensees, and assignees a worldwide, sublicensable, transferrable license to use your Identifiable Traits on the Services for the purpose of promoting your Content. The licenses granted by you to us in our [Terms of Service](#) apply without further consent from or any royalty, payment, or other compensation to you, except as discussed in Section 7 (Earnings) of this Artist Agreement. You will not have any right to inspect or approve our use of your Identifiable Traits.
- (b) **Your License To Fans.** You grant each Fan who licenses your Content a worldwide, nonexclusive license to access your Content on the Services, according to the terms of their respective license. This license does not grant any rights or permissions for a Fan to use your Content independent of the Services, except to download a single copy of any licensed Content for the Fan's own personal, noncommercial use and not for further reproduction, publication, or distribution, if explicitly enabled by a feature of the Services such as a "Download" button.

- 4.6 **Record Keeping Requirements.** You will comply with the federal record-keeping and labeling requirements codified at 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75 for any of your Content that contains visual depictions of actual sexually explicit conduct. You will obtain and keep all records necessary to demonstrate that you comply with 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75, including legible copies of picture identification cards (as defined by 28 C.F.R. 75.1) for each depicted individual. You or a third-party service provider will act as the “Custodian of Records” as required by 28 C.F.R. Part 75 and will keep all records needed at your or that third party’s primary address. You will make available to us or any government official, and copy at our request, all records required to be kept under 18 U.S.C. §§ 2257–2257A and 28 C.F.R. Part 75.
- 4.7 **Written Consent and Verification Documentation.** For each person depicted in your Content, you will obtain and keep on record a written consent to (i) be depicted in your Content, (ii) have your Content publicly distributed on the Services, and (iii) have your Content downloaded from the Services, if applicable. You further agree to collect and maintain documentation verifying the identity and age of each person depicted in your Content to ensure that all depicted individuals were over the age of eighteen (18) at the time your Content was produced. You will provide us with the written consent and verification documentation of any depicted individual that appears in your Content immediately upon request.
5. **Acceptable Use Policy.** The following provisions are added to Section 7 (Acceptable Use Policy) of the [Terms of Service](#):
- 5.1 **Contests.** You may offer and promote Contests on the Services in accordance with all applicable laws. Except those Contests operated by us to promote the Services or Third-Party Advertisements, you acknowledge and agree that we are not the sponsor or promoter of any Contest that you offer or promote, and you will be solely responsible for the organization and operation of such Contests.
- 5.2 **Tips.** You will not offer any good or service nor make any other promise in exchange for a Fan Payment related to any tip.
- 5.3 **Prohibited Content:** You will not upload or share any Content prohibited by this Artist Agreement, the Terms of Service, or any credit card brand association rules.
6. **Moderation.** The following provisions are added to Section 8 (Moderation) of the [Terms of Service](#):
- 6.1 **Additional Moderation Measures for Artists.** At any time, for any reason or no reason, with or without notice to you, we may engage in Moderation, and we may also (i) reject requests for affiliation with any other Artist; or (ii) remove any previously approved affiliation with any other Artist.

6.2 **Additional Enhanced Enforcement Measures for Artists.** In our sole discretion, if we reasonably suspect that you or any Affiliated Account has violated this Agreement or our other policies, we may, with or without notice to you engage in Enhanced Enforcement, and we may also:

- (a) disclose the identity, data, or other information of the operator of any Affiliated Account as required by applicable law or court order;
- (b) withhold or forfeit all or any part of the Earnings earned but not yet paid out to you (or your Studio); or
- (c) pursue any legal remedies against you for breach of this Agreement in addition to our [Terms of Service](#).

7. **Earnings.** The Section is added in full as a new Section to the [Terms of Service](#):

7.1 **Fan Payments.** In relation to each license provided and each tip received by you, with the assistance of our third-party service providers, and subject to our minimum payout thresholds:

- (a) We will collect the IWC Fee and the Earnings from the Fan as a single payment associated with each licensing fee or tip;
- (b) We will automatically deduct the IWC Fee that you pay to us;
- (c) The Fan will pay the Earnings to you; and
- (d) We will assist in processing the payment of the Earnings from the Fan to you.

7.2 **Calculation.** The IWC Fee and Earnings will be calculated for each Fan Payment type as follows:

Fan Payment Type	IWC Fee	Earnings
Non-Custom Content	40%	60%
Pay To View Messages	30%	70%
Phone Chat	30%	70%
Video Calling	15%	85%
Tips	20%	80%
Custom Content	0%	100%

- 7.3 **Payouts.** Daily request payouts are subject to an additional 5% service charge. If a Fan successfully seeks a refund or chargeback for a Fan Payment, we may investigate and, subject to the [Charge Back Protection Policy](#), which covers up to \$5,000 per month in charge backs per individual Artist operating through the Services, deduct an amount equal to the Earnings earned by you on the charged-back or refunded amount from your account. We are not guaranteeing profitability or the amount of money you will earn under this Agreement. You acknowledge that past Earnings do not guarantee or suggest similar future Earnings.
- 7.4 **Withholding Of Earnings.** We may temporarily withhold all or any part of the Earnings owed but not paid to you, if:
- (a) we reasonably suspect that you (or any associated account) have violated this Agreement or our other policies, for so long as it reasonably takes for us to fully investigate the suspected violation; or
 - (b) as required by law or court order.
- 7.5 **Forfeiture Of Earnings.** You will automatically forfeit the Earnings, and the Earnings will become our property, if:
- (a) forfeiture of the Earnings is necessary to offset any losses caused to us by the breach of this Agreement by you or any Associated Account;
 - (b) after investigation, we reasonably conclude that you or any Associated Account has violated this Agreement or our other policies;
 - (c) we are unable to pay the Earnings to you for more than one year, because of inaccurate account information, and you fail to timely respond to our repeated attempts to contact you for updated information; or
 - (d) if you terminate your account while you do not have sufficient funds to meet our minimum payout threshold.
- 7.6 **Returning Fan Payments.** We may, but are not required to, return any Fan Payments that resulted in forfeited Earnings to the relevant Fans who paid them.
- 7.7 **No Fringe Benefits.** You are not eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by us to our employees.
- 7.8 **Taxes.** Taxes are solely your responsibility. We are not responsible for (i) withholding or paying any income, payroll, Social Security, or other foreign, federal, state, or local taxes, (ii) making any insurance contributions, including unemployment or disability, or (iii) obtaining worker's compensation insurance on

your behalf. However, we may withhold any amounts due to you that we determine in good faith will be withheld under U.S. tax law or any other applicable law. We may file reports concerning income with any taxing authority, including the U.S. Internal Revenue Service. You are solely responsible for all those taxes or contributions, including penalties and interest. You are also responsible for keeping adequate worker's compensation coverage or insurance for you and any employee or other personnel you engage.

- 7.9 **Disputes Over Earnings.** If you believe we have failed to fully pay you any Earnings, you will notify us of the nature and the amount of the purported error in writing by emailing us at support@iwantclips.com no later than thirty (30) days after such error occurs.

8. **Limitation of Liability.** The following provision is added to Section 9 (Limitation of Liability) of the [Terms of Service](#):

- 8.1 **Additional Waivers And Releases by Artists.** You waive and release the Indemnified Parties from any claims arising from or related to (i) any dispute regarding Earnings if you fail to notify us of any such error within thirty (30) days after such purported error occurs, (ii) if you are a Studio, hacks, cyberattacks, bugs, viruses, trojan horses, malware, ransomware, and other disabling code or unauthorized access to or use of your account or the account of any of your Models, and (iii) if you are a Model, hacks, cyberattacks, bugs, viruses, trojan horses, malware, ransomware, and other disabling code or unauthorized access to or use of the account of your Studio.

9. **Indemnification.** The following provisions are added to Section 10 (Indemnification) of the [Terms of Service](#):

- 9.1 **Additional Indemnification by Artists.** Except for losses caused by the Indemnified Party's intentional misconduct, you will pay Indemnified Parties for any judgment, settlement, fine, damages, injunctive relief, staff compensation, decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers), or other losses, whether arising from bodily injury, property damage, or other causes, whether based on tort, breach of contract, or any other theory of recovery, and including incidental, direct, and consequential damages, of any Indemnified Party that is caused by (such that the loss would not have occurred without the event, even if the event is not a proximate cause of the loss):

- (a) access to or use of the Services by any Affiliated Account;
- (b) your failure to pay any amount owed to any third party, including failure to pay any third party for their participation in the production of your Content, and your failure to pay taxes in connection with the Earnings;

- (c) any dispute between you and any Affiliated Account;
- (d) any dispute between any Affiliated Account and any other user or other third party;
- (e) any tortious acts or omissions by any Affiliated Account; and
- (f) any breach of this Agreement or our other policies by any Affiliated Account.

I swear to, and further promise to abide by, this Artist Agreement and the overall [Terms of Service](#) and other policies.

Print Your Legal Name

Legal Name Signature

Date

Front Side Photo ID Picture

Back Side Photo ID Picture