

Introduction

When you sign up for or otherwise use any service within the LatinasGoLive.com website (the “**Site**,” “**we**,” “**our**,” “**us**,” or other appropriate first-person terms), all of which services are hereinafter referred to collectively as the “**Service**,” you agree to all of the terms and conditions of this Agreement. Please read the following terms and conditions carefully, as they form the agreement between you, the website user (sometimes referred to herein as “**User**,” “**you**,” “**your**,” or other appropriate second person terms), and the Site (such agreement is referred to herein as the “**Agreement**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE, AND SHOULD NOT PROCEED TO REGISTER OR OTHERWISE USE THE SERVICE. BY USING THE SERVICE, YOU ARE DEMONSTRATING YOUR WILLINGNESS TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL AMENDMENTS MADE FROM TIME TO TIME.

Agreement

1. Right to Use. Your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue any aspect of the Service or the Site at any time, including the availability of any Service feature, database or content. We may also impose limits on certain features and aspects of the Service or restrict your access to parts or all of the Service without notice or liability.
2. THIS SERVICE IS FOR ADULTS ONLY! You represent, warrant and covenant that you are at least 18 years old or the age of majority in your jurisdiction, whichever is older (the “**Age of Majority**”). The Site and Service are intended for adults only. By using the Site and Service you agree that you have reached the Age of Majority. We reserve the right to terminate your account if we, in our sole and absolute discretion, believe you are in violation of this section. We additionally reserve the right to terminate your account and report you to the proper authorities in the event that we suspect, in our sole and absolute discretion, that someone who is not the Age of Majority has used your account.
3. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES, PEDERASTS OR ANY PEDOPHILIC, PEDERASTIC, OR SIMILAR RELATED ACTIVITY.
 - a. All depictions of all persons on the Site are provided under an obligation of the producer therefor to upload or stream videos or images portraying persons over the age of eighteen (18) as of the date of the production of the depiction. We take great measures to ensure that no underage models appear in any video or image on the Site.
 - b. If you seek any form of child pornography (including so-called “virtual” child pornography), You must exit the Site immediately. We do not provide this kind of material and we do not tolerate those who provide this kind of material, nor do we tolerate consumers of this kind of material.
 - c. In order to further our zero-tolerance policy, you agree to report any images which you have reason to believe depict minors on the Site by clicking the “Support” link at the bottom of each page on the Site. Include with your report any appropriate evidence, including the date and time of identification. All reports will be investigated and the appropriate action will be taken based upon our reasonable ability to verify the evidence provided.
 - d. We enthusiastically cooperate with any law-enforcement agency investigating child pornography. If you suspect other outside websites are participating in unlawful activities involving minors, please report them to asacp.org .
4. Code of Conduct. You agree to use the Service in accordance with the following Code of Conduct:

- a. You are solely responsible for any information that you post, display or say through the Site and/or Service. You agree to keep all information contained on or provided through the Site and/or Service as private and confidential, and agree not give such information to anyone without the permission of the person who provided it to you;
 - b. You are aware that the Service contains explicit adult oriented materials provided only by and to consenting users who are at least the Age of Majority;
 - c. You will not use the Service to engage in any form of harassment or offensive behavior, including, but not limited to, the posting or sharing of any message, picture or recording, which contains may be libelous, slanderous, harassing, abusive or defamatory statements, or racist, obscene, offensive or other language which does not coincide with your local laws and community standards;
 - d. Performers are allowed to freely interact with other performers on the Site, or they may choose to block other performers from communicating with them, and it is completely up to the performer to choose who they talk to on the Site and they may ignore anyone and may ban anyone from communicating with them.
 - e. You will not post any message, picture or recording or use the Service in any way which:
 - i. violates, plagiarizes or infringes upon the rights of any third party, including, but not limited to, any copyright or trademark law, privacy or other personal or proprietary rights, or
 - ii. is fraudulent or otherwise constitutes unlawful conduct in connection with your use of the Service or violates any law.
 - f. You will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services;
 - g. Your access to the Service is for your own personal use. You may not allow others to use the Service and you may not transfer accounts to other users;
 - h. You will not use the Service to infringe on any privacy right, property right, or other civil right of any person; and
 - i. You will not forward any chain letters, advertisements, spam, or any such commercial message through the Service.
5. Illegal and Prohibited Conduct. In addition to the foregoing "Code of Conduct," performers appearing on the Site are prohibited from doing any of the following:
- a. There can be no minors, children, babies or unauthorized persons on camera or in the same room.
 - b. Bestiality, or animals/pets on camera in a sexual or provocative context, illegal drugs (or drugs that may be perceived as illegal in other locations, e.g. medicinal marijuana), are strictly prohibited.
 - c. Consumption of alcohol is not allowed.
 - d. Performing while intoxicated, whether from drugs or alcohol, is strictly prohibited.
 - e. Incest (sexual relations involving family members) is not allowed.
 - f. Illegal or unsafe activity of any kind, violence, blood, torture, pain, erotic asphyxiation, or any actions associated with bringing harm to you, in any way, is prohibited.
 - g. A performer may not discuss or arrange prostitution or escort services.
 - h. Any action that may be deemed obscene in your community is prohibited.

- i. Performers may exchange information with members of the Site, including contact information, but performers MAY NOT use members' information to provide webcam shows or receive payments outside of the Site. If a performer sells something to a member, e.g., underwear, or performs any other miscellaneous transaction, the sale must be completed in exchange for Virtual Money (defined below).
- j. Performers are not allowed to advertise commercial websites that offer live webcam streams, under any circumstances, but performers MAY mention their own personal profiles, homepages and wish lists.
- k. Performers are not allowed to ask for members' account information or to log in using accounts that do not belong to them.
- l. Performers are prohibited from making any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the Site or Service.

The foregoing list is non-exclusive, and we may, at any time, prohibit any activity that we determine, in our sole and absolute discretion, to be inappropriate. We reserve the right to terminate or suspend your access to all or part of the Service at any time, with or without notice, for engaging in any inappropriate activity.

6. Privacy and Use of Information. Except as more fully set forth in our [Privacy Policy](#), your personal information will not be disclosed to any third party.
7. Content Posted on the Site.
 - a. By agreeing to the Terms and Conditions of this Agreement, you represent and warrant that all images you upload to the Site do not in any way infringe on any third party's intellectual property rights. The Site hereby asserts immunity with respect to all content provided by members or other third parties, as provided by law, including, but not limited to, under the Communications Decency Act. Members and others are prohibited from uploading, sharing or in anyway sharing or describing to anyone on or through the Site/Service any images or matters which, in our sole opinion, might be illegal or offensive, including, but not limited to, any content involving bestiality, urination, other bodily excretions, defamatory material or otherwise obscene material or any conduct that violates the prohibitions set forth under the "Code of Conduct," above, or any other provision of this Agreement. You may not use the Service or the Site to solicit any information that might be used for unlawful purposes or encourages unlawful activities.
 - b. We do not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, the "Materials") that you transmit, submit, display or publish ("post") on, through or in connection with the Service. After posting the Materials on, through or in connection with the Service, you continue to retain any such rights that you may have in them, subject to the license herein. By posting the Materials on, through or in connection with the Service, you hereby grant to the Site a non-exclusive, fully-paid and royaltyfree, sub-licensable, and worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute the Material, including, without limitation, distributing part or all of the Materials, in any media formats and through any media channels. In addition to the foregoing license, you hereby authorize us to send takedown demands, pursuant to the United States' Digital Millennium Copyright Act (the "DMCA"), to any service provider hosting reproductions of the Materials that have been taken from the Site (e.g., a video clip bearing our watermark).
 - c. You may not use the Site or Service for commercial purposes, including, but not limited to, marketing, advertising of goods or services, any investment opportunities,

contests, or similar activities. Additionally, the Site reserves the right, in the Site's sole discretion, to immediately suspend your account, file for injunctive relief, file for civil redress and/or report any conduct that violates these terms and conditions to any and all law enforcement that may have jurisdiction over the matter. In the event any actions or proceedings are brought against the Site as a result of content you have shared in, or as a result of you engaging in any prohibited activities, you agree to indemnify and hold the Site harmless with respect to all costs and expenses, including, but not limited to, attorneys' fees that the Site may incur as a consequence of your posting of such content or engaging in such prohibited activities.

8. Members' Obligations Under 18 U.S.C. § 2257. You should be aware that, pursuant to federal law, any visual depictions that you post, share or perform on the Site which portray actual sexually explicit conduct, depictions of the genitals or pubic area, or simulated sexually explicit activity, as such terms are defined in 18 U.S.C. §§ 2256(2)(A)(i)-(iv) and 2257A, require that you maintain the records required by 18 U.S.C. § 2257, and any such postings must contain an "18 U.S.C. § 2257 Record-Keeping Requirements Compliance Statement." Your failure to comply with the provisions of 18 U.S.C. § 2257 may make you subject to criminal and civil prosecution for the violation of federal law.
9. Use of Information on Service. You acknowledge and agree that:
 - a. We cannot ensure the security or privacy of information you provide through the Internet, or otherwise; you release us from any and all liability in connection with the breach of the security of such information and/or messages and with respect to the use of such information by other parties;
 - b. We are not responsible for, and cannot control, the use of any information, by anyone, which you provide to any other parties or the Service and you should use caution in selecting the personal information you provide to others through the Service;
 - c. We cannot assume any responsibility for the content of any message sent by any user on the Service, and you release us from any and all liability in connection with the content(s) of any communication(s) you may receive from other users;
 - d. You acknowledge that you cannot bring legal action against the Site or any of its employees, officers or agents for any damages of any kind, under any theory, as a consequence of using the Service;
 - e. Any and all images uploaded to the Service and/or Site become property of the Site and may be used by the Site, without any restriction(s), as marketing materials. By accepting this Agreement and its Terms and Conditions you specifically authorize us to use any images you upload to the Site/Service for marketing the Site and Service in our sole discretion; and
 - f. You may not use the Service for any unlawful purpose. We may refuse to grant you or discontinue your use of a user name, for whatever reason, including, but not limited to, that the user name you have chosen impersonates someone else, is protected by trademark or proprietary law, or is vulgar or otherwise offensive, as determined by us in our sole discretion.
10. Offline Meetings. LatinasGoLive does not recommend or condone any form of user interaction outside of the Site. Use of the Site to arrange face-to-face meetings for the purpose of engaging in illegal activity is strictly prohibited and will subject your account to immediate termination. If do you elect to legally interact with any member of the Service outside of the Site, you do so at your own risk, and you acknowledge and agree that we are not responsible for any consequences of such election to interact outside of the Site.

You should, at a minimum, consider the following precaution if meeting or corresponding with anyone on any social networking website:

- a. Anyone who is able to commit identity theft can also falsify a member profile.
- b. There is no substitute for acting with caution when communicating with any stranger who wants to meet you.
- c. Never include your last name, email address, home address, phone number, place of work, or any other identifying information in your member profile or initial email messages. Stop communicating with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.
- d. If you choose to have a face-to-face meeting with another member, always tell someone in your family or a friend where you are going and when you will return. Never agree to be picked up at your home. Always provide your own transportation to and from the meeting, which should be in a public place with many people around.

11. Your Representations and Warranties. By using the Service, you thereby affirmatively acknowledge, represent, and warrant the truth and accuracy of each of the following statements:

- a. You are not prohibited by law from using the Service and that you have the right, authority and capacity to enter into this Agreement and to abide by all of its Terms and Conditions as posted here and as amended from time to time.
- b. You are familiar with the laws in your area that may affect your legal right to access erotica or adult-oriented material, and you have the legal right to access such material and the Site has the legal right to transmit such material to you in your location;
- c. You understand that, through use of the Service, you will be exposed to visual images, verbal descriptions audio sounds and other features and/or products of a sexually oriented, frankly erotic nature, which may include graphic visual depictions and descriptions of nudity and sexual activity, and you are voluntarily choosing to do so, because you want to view, read and/or hear the various materials and/or order and enjoy the use of such products or features, which are available, for your own personal enjoyment, information and/or education;
- d. Your choice to use the Service is a manifestation of your interest in sexual matters which, you believe, are both healthy and normal and which, in your experience, is generally shared by average adults in your community.
- e. You are familiar with the standards in your community regarding the acceptance of such sexually oriented materials, and the materials you expect to encounter through use of the Service are within those standards;
- f. In your judgment, the average adult in your community accepts the consumption of such materials by willing adults, in circumstances such as those under which the Service is provided, offering reasonable insulation from the materials for minors and unwilling adults, and will not find such materials to appeal to a prurient interest or to be patently offensive.
- g. It is your desire to share and/or to invite others to share your own private and personal behaviors and to comment, rate, criticize, organize and recommend based on what you are exposed to, by utilizing the Services, while inviting others to do the same.
- h. You have not notified any governmental agency, including the U.S. Postal Service, that you do not wish to receive sexually oriented material.

- i. The Site provides access to an online service comprising information and materials created and posted, uploaded, or streamed by you and other users (each a **“Contributor”**).
 - j. Video and images on the Site that are available for viewing (collectively, the **“Content”**) are stored on or streamed through our servers at the direction of our users.
 - k. Any modification of the Content that is uploaded or streamed by our users, such as the addition of a watermark, is performed by an automated process. Accordingly, as the Contributor is aware that such modifications shall take place automatically upon transmission, the Contributor shall be deemed the party responsible for such automatic modification and shall be considered the “author” of such automatically modified Content. The Site is not responsible for modifications that occur to Content as part of its automatic transmission process.
 - l. Any review of uploaded or streamed Content that may be performed by the Site before or after making such Content available to the public is cursory and only intended to identify immediately obvious violations of this Agreement. Accordingly, and despite any such gate keeping, the Contributor uploading or streaming any Content shall be deemed the party at whose direction that Content is available to others through use of the Service.
 - m. The Site has never directed, and never will direct, its users to upload or stream Content that infringes upon any right belonging to a third party. Uploading or streaming Content that infringes on third-party rights constitutes a direct and material violation of this Agreement and will subject the uploading or streaming Contributor’s account to suspension and/or termination, where appropriate.
 - n. The Site correctly presumes that the Contributor uploading or streaming any Content is the sole holder of all exclusive rights to that Content, except where the Content alone bears some obvious indication to the contrary, such as a visible proprietary marking identifying a person or entity other than the Contributor as the exclusive rights holder.
 - o. Where Content has no obvious proprietary marking that indicates an exclusive owner, the Site cannot be deemed to have actual knowledge that such Content infringes upon any third party’s rights.
 - p. The Site has no right or ability to control the activities of Contributors who create, post, upload, or stream Content through the Site. In the event that a Contributor infringes upon a third party’s rights by creating, posting, uploading, or streaming Content, that Contributor is the sole responsible party for such infringement, and the Site has no control over such activity.
 - q. Apart from identifying an obvious proprietary marking in any Content that indicates an exclusive owner, the Site has no other ability to determine whether the rights appurtenant to a particular piece of Content may belong to a party other than the uploading or streaming Contributor. As the Site’s only other means of identifying Content that may infringe upon a third party’s rights, the Site relies entirely on properly presented notifications from third parties claiming that their rights have been violated.
12. Notice of Intellectual Property Infringement. The Site respects the intellectual property of others, and we ask our members and others to do the same. We voluntarily observe and comply with the DMCA. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise

violated, please provide the Service's Designated Copyright Agent with the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on a Site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may send your Notice of Claimed Infringement to:

Lawrence G. Walters, Esq.
195 W. Pine Avenue
Longwood, FL 32750
Phone: (407) 975-9150
Fax: (407) 774-6151
Notice@DMCANotice.com