

## **TERMS AND CONDITIONS**

### **1. ACCEPTING THESE TERMS**

This document, our rules, policies and the other documents referenced make up our Terms and Conditions (“Terms”). The Terms are a legally binding contract between you and us. Please read them carefully.

### **2. CHANGES**

We may amend the Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

### **3. ACCESS**

You are granted a non-exclusive, limited and revocable license to access the site and use its functionality on the condition that:

- (a) You only use the site for lawful purposes;
- (b) You do not engage in any improper, indecent or offensive behavior while using the site;
- (c) You are not breaking any law in your relevant jurisdiction by accessing this site.

### **4. MODEL OBLIGATIONS**

Model shall at all material times, act in a professional and courteous manner and shall perform all obligations on time.

Model shall carry out the performances and assignment to the best standard of their ability and skill.

### **5. PROHIBITED USES**

You may not use, or encourage, promote, facilitate, instruct or induce others to use, the site or casting agency services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

## **6. FEE**

We charge fee which is only refundable on the talents first paid job. for your marketing and promotion. In addition to that this fee covers your marketing and promotion for a period of 2 years & to make sure the talents attend to their jobs on time and no last-minute cancellation.

## **7. COMMISSION**

We are entitled to charge a 20% commission from any jobs that you take on in the modeling and tv/film industry.

## **8. INTELLECTUAL PROPERTY RIGHTS**

We are licensed to retain all right, title, and interest in and to all Intellectual Property Rights related in and to the site and the casting agency services.

## **9. PRIVACY**

These Terms explicitly consolidate our own. By consenting to these Terms, you likewise consent to the terms set out in our Privacy Policy.

## **10. TERMINATION**

We reserve the right to change, suspend, limit or discontinue any of its Services, in whole or in part at any time for any reason, without notice (unless required by law).

## **11. LIMITATIONS**

In no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the site or any materials or content available through the site, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and when.

## **12. INDEMNIFICATION**

You agree that you will be responsible for your use of the site, and you agree to defend and indemnify us from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of, the website; (ii) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) any dispute or issue between you and any third party.

### **13. WAIVER**

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

### **14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.