

Terms of Use for Talent

Terms of Use for Talent: Please review these terms carefully. By using the Casting Networks, Inc. web site (the site), you (a) are agreeing to be legally bound by the following TERMS OF USE (TOU) and (b) agree to all policies and procedures that govern its use. The Casting Networks, Inc. terms of use may be updated or changed at any time without notice.

1. GENERAL:

A. NY CASTING NETWORK is part of the CASTING NETWORKS INC. (CNI) and henceforth in the document shall be referred as CNI. When you choose to use this service (the service), you are agreeing to all the policies and procedures of this agreement, between you and CNI.

B. CNI, may make changes to this agreement, and will post such changes and updates on the site as time will allow.

C. YOUR CONTINUED USE OF THIS SERVICE NOW, OR FOLLOWING THE POSTING OF THE NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES OR MODIFICATIONS.

D. CNI may change, suspend or discontinue any aspect of the site and its services at any time, including but not limited to any use of CNI software, database, or anything that is related to your participation, in the CNI community and site to all parts without notice, and CNI is in no way liable if and when such a suspension occurs.

2. REGISTRATION: In order to use the membership features of CNI, i.e. software, community, tech support, and other features as defined now or in the future by CNI, talent is required to register an account with NYCASTING NETWORK/CNI DIRECTLY TO OBTAIN ACCESS TO THIS SERVICE.

A. Criteria for registration of the site, as solely defined and determined by CNI, are that talent must either have professional representation or be a monthly subscriber to the site. CNI defines professional representation as a talent agency that has a talent license with the State of California, which the CNI verifies with the state. Once a copy of that license is obtained by CNI, and verified with the state, then access is granted upon review. It is solely within the discretion of CNI, even after the license status has been verified, to choose whether or not CNI will do business with that agency and allow access to the site. CNI may update or change or revise this policy at any time.

B. Non-Transferable: Your registration with CNI and the site are not transferable to any other party for sale or for lease.

3. MEMBERSHIP: Membership for CNI services is free. Fees, however, are charged for the scanning and uploading of photos and input of resumes. For a talent with representation, these are the only fees that CNI currently charges. CNI reserves the right to change this policy at any time without prior notice, and can make the decision to charge for other fees such as hosting for the photo files, video or other CNI software and/or technical support. CNI reserves the right to define those monies, subscription fees, billing and charges etc.

4. SUBSCRIPTION: If you are a talent without representation CNI charges a monthly fee. The same fees apply to update the file that you have on NYCASTING if you are a member or a subscriber.

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5. FEES: CNI reserves the right at any time to charge for access to the site and its software and service as a whole. However, in no event will you be charged for access to the site and its service unless you agree to pay fees and have been notified in a reasonable amount of time.

6. PASSWORDS: The maintenance of your password(s) and their confidentiality is the sole responsibility of the individual parties. Distribution of passwords to industry areas of use is to be determined by CNI for use of the site. Once these passwords have been issued, it is the responsibility of the individual and parties that they represent to maintain personal use and conduct of the site. In the event of a breach of security, you will be liable for unauthorized use and damages that may incur to us or other parties. If you have discovered said breach, it is your responsibility to immediately call CNI/NYCASTING or notify us at support@castingnetworks.com. CNI is not at any time responsible or liable for individuals that use your password(s) and what they may do while in your account.

7. CONDUCT: The following rules govern and define our code of ethics for USE OF CNI software and use of its community. All parties agree not to:

A. Post email addresses, web address, IM, ICQ, Images, Links, video, audio or display any other personal contact information except where specifically authorized or posted by CNI.

B. Submit, publish, or display on the site any defamatory, abusive, obscene, threatening, racially or sexually offensive or illegal material or any material or opinion that infringes on the rights or beliefs of others, or is a direct threat to any kind livelihood.

C. Target CNI or any affiliates, vendors, owners, or employees with abuse, either written or spoken, that would cause either stress or discomfort.

D. Use a false email address, impersonate any other person(s) or act as any kind of representative falsely or otherwise mislead as to the origin of content user.

E. Use CNI Software or the site to sell or advertise for a specific purpose or promotion, unless authorized by CNI. Use of the site in this way is strictly prohibited. The distribution of e-mails and/or messages to our membership or subscribers (casting directors and talent), except as determined by CNI, is also strictly prohibited.

F. Involve or attempt to associate CNI or any affiliates in any way with the posting or transmission of advertising, promotional materials, or any other form of solicitation except where authorized the use of any related CNI name, image or materials, except where agreed upon and authorized by CNI.

G. Republish in any way shape or form written proprietary information from the site without written permission from CNI.

H. Abuse this code of ethics. You and/or your agency may without prior warning have your account terminated by CNI. In the event of a serious violation (as determined by Consequences for Abusive Conduct), you will be denied access to CNI and materials.

8. CONSEQUENCES FOR ABUSIVE CONDUCT: Not only does CNI reserve the right to terminate your account but may file suit against you or any representative of your organization/representation if you are in violation as defined and determined by the consequences for abusive conduct. We may seek compensation from you for potential damage to our reputation caused by your actions. CNI has the right and is obligated to work with authorities regarding any suspected violation of this code of ethics. Reporting Abusive Conduct: To report abusive conduct, please contact us immediately at support@castingnetworks.com, or call our office. While we are under no obligation to police the site, we will try to remove or deal with any parties that are in violation.

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9. LINKS: CNI has on the site other related World Wide Web Internet sites and paid sponsors of CNI. CNI is not responsible for the availability of these outside resources and sponsors.

10. USE OF REGISTRATION DATA: You may regard this portion of the agreement as the privacy policy that CNI adheres to. CNI must and has the right to disclose your registration information, license etc. to any state or federal authorities that require them.

We may also provide your registration information to a third party provided that we have your permission to do so. We may also use your name to promote use of the site and that you are a user of this site and its service with your permission.

11. SOFTWARE LICENSES: You shall have no propriety rights to software and related documentation, or any enhancements or modifications to software (CNI Software). CNI Software is protected by copyright and is owned and controlled by CNI or a designated provider or partner of CNI Software. CNI may share its technology with strategic partners but is not responsible for malfunctions that may occur as a result of said partnerships. You shall not pass along to third parties to copy or use CNI Software, to help and/or aid in another's design.

12. CONTENT: All materials published on the site (including but not limited to photographs, images, illustrations, audio clips and video clips) are known and recognized as "Content" and are protected by copyright laws. While talent are the owners of the file and its content and the agents are the users of such, CNI is the controller of the file, and has sole discretion as to its use and display. While talent owns the file, CNI reserves the right, as controller of the file, to use the file as desired, such as marketing campaigns/contests to use on a non-exclusive basis provided that permission is granted by owner of the file. By doing so you grant CNI and its affiliates a royalty free, non-exclusive, non-terminable, perpetual right to license, but not the obligation to pay or be liable for any use pertaining to the talents individual file.

A. Right of refusal: While the individual talent is the sole owner of the file and its content, CNI is the controller and distributor of that file and its information, and reserves the right to deny the individual talent the ability to display materials that are in violation of the CNI code of conduct and ethics. Please see above code of conduct and ethics article B & E.

13. LIABILITIES: CNI and its employees, vendors or partners are in no way responsible for any third party costs that you may incur while using CNI/NYCASTING or any affiliated software. CNI is in no way, shape or form responsible for lost time, wages, and reputation, punitive or otherwise, while using CNI/NYCASTING. If there is any perceived hardware or software damage that may occur while using CNI, CNI is not responsible for repair and may at its discretion provide you with use of its resources (i.e. Tech Support, in person, via email or over the phone).

14. INTELLECTUAL PROPERTY: The content on the site, including but not limited to, graphics, logos, images, audio clips, images and artwork, is the exclusive property of CNI/NYCASTING and is protected by copyright, intellectual property and/or trademark laws.

15. DISCLAIMERS OF WARRANTIES: YOU AGREE THAT YOU USE THIS WEB SITE AT YOUR OWN RISK. OUR SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, BUT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR PARTICULAR PURPOSE OF NON-INFRINGEMENT.

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WE MAKE NO GUARANTEES THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE. WE IN NO WAY GUARANTEE THAT ANY INFORMATION FROM THE SITE IS IN ANY WAY RELIABLE OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIALS OBTAINED BY OR THROUGH TO MEET YOUR EXPECTATIONS. ANY MATERIALS DOWNLOADED FROM OR OTHERWISE OBTAINED THROUGH THIS SITE ARE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO YOUR COMPUTER WHILE USING THIS SERVICE OR ANY MATERIAL DOWNLOADED FROM THIS SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT CNI, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, LICENSEES OR CONTENT PROVIDERS PROVIDE WILL BE LIABLE FOR DIRECT INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM YOUR INABILITY TO USE THE SITE.