

Terms Of Use

Please review these terms carefully. By the use of this website (the site), you are agreeing to be legally bound by these TERMS OF USE (TOU). This day you agree to all policies and procedures that govern its use, and its terms may be updated or changed without notification.

1. GENERAL:

A. 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 policy 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, casting directors are required to register an account with LACASTING NETWORKS/CNI DIRECTLY TO OBTAIN ACCESS TO THIS SERVICE.

A. Criteria for registration of the site, as solely defined and determined by CNI, is that a casting director must be recognized member of the professional community. It is solely within the discretion of CNI, that even after status has been verified, to choose whether or not CNI will do business with that casting director and allow them access to the site.

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's services is free. However, CNI reserves the right to change this policy at any time without prior notice, and can make the decision to charge for certain fees. CNI reserves the right to define those monies, subscription fees, billing and charges.

4. **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/LACASTING or notify us at support@lacasting.com. CNI is not at any time responsible or liable for individuals who use your password(s) and what they may do while in your account.

5. **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, or display any other personal contact information. (except where specifically authorized)

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.

6. 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 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@lcasting.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.

7. 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.

8. 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 reserve the right to post on our website selected registration information, such as your company name, name of agents, phone number of agency etc. as a resource for the actors use. We may also use your name to promote use of the site and that you are a user of this site and its service.

9. 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.

We will notify you either by phone, email, fax or mail. Updated fees would eventually be posted on our site. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period. All fees and charges shall be billed to you and paid by you. You shall pay all applicable taxes relating to use of the site or services through account.

10. 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.

11. **CONTENT:** That which is recognized as "Content" is protected by copyright laws. While casting directors are the owners of their files and its content and the casting directors are the users of such, CNI is the controller of the file, and has sole discretion as to its use and display. Casting Director's content (submissions, casting notices, and any documents, community exchanges, or audition schedules) CNI claims no authorship of any casting notices that appear on LACASTING. However, 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 it's 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 that individual file.

12. **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/LACASTING 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/LACASTING. If there is any perceived hardware or software damage that may occur while using CNI, CNI is not responsible for repair and may at it's discretion provide you with use of its resources (i.e. Tech Support in person, via e-mail or over the phone).

13. **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/LACASTING and is protected by copyright, intellectual property and/or trademark laws.

14. **DISCLAIMERS OF WARRANTIES:** YOU AGREE THAT YOU USE THIS WEBSITE 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. 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 OUR EXPECTATIONS. ANY MATERIALS DOWNLOADED FROM OR OTHERWISE OBTAINED THROUGH THIS SITE IS 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.