

## Terms of Use

June 27, 2022

### **ALESSI HARTIGAN CASTING TERMS OF USE**

Welcome to Alessi Hartigan Casting. These Terms of Use and any additional terms disclosed to you when you use our services (“Terms”) are a legally binding agreement between you and Alessi Hartigan Casting, LLC, its affiliates (collectively, “AHC,” “we,” “our” or “us”) and its family of websites or other services that link to these Terms. THE TERMS INCLUDE A PROVISION REGARDING DISPUTE RESOLUTION, WHICH INCLUDES A REQUIREMENT FOR INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER.

### **I. ABOUT ALESSI HARTIGAN CASTING, LLC**

Alessi Hartigan Casting, LLC provides a range of content, hosting, communication and networking services, including content, features, functionalities and other services to allow Talent (as defined below) to connect with producers, production companies, casting directors, and other professionals rendering professional services in motion picture, theatrical, radio, television and other entertainment enterprises (collectively the “Services”) that may be offered on our websites, mobile websites, apps, or from other services, products, tools, offers or communications provided by AHC.

#### **AHC is a Talent Listing Service.**

AHC IS NOT A TALENT AGENCY AND THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. AHC IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH LISTING INFORMATION. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST/TALENT SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

#### **Registration of Minors**

Minors are not eligible to create accounts, maintain profiles or utilize our Services. Only parents or legal guardians of Talent who are under the age of majority in the state or country in which they reside (“Minors”) may register, create and maintain profiles, and utilize the Services on behalf of Minors (collectively referred to as “Authorized Representatives”). Under applicable European Data Privacy Laws, children ages 13 to 16 may provide valid consent to process their personal information. Where consent is required under such European Data Privacy Laws, the Representative has the obligation to provide to us evidence of such consent or, as required under the European Data Privacy Laws, the authorization of the holder of parental responsibility for the child. We may refuse to process, or to continue to process, the child’s personal information until we receive this evidence of consent or authorization.

### **II. ACCEPTANCE OF TERMS**

### **Legally Binding Agreement**

You agree that when registering with AHC and clicking or tapping “I Accept” (or similar), or by accessing, viewing, downloading or otherwise using the Services, you are entering into a legally binding agreement with AHC based on these Terms and our [Privacy Policy](#), which is incorporated with these Terms. Additional Terms may be posted on some or all of the Services from time to time such as legal notices or rules for particular promotions, applications, downloads or other features or activities. If there is a conflict among Terms, you agree that AHC will determine which Terms apply to which Services. These Terms set out your rights, obligations, and restrictions regarding your use of the Services. If you do not agree to any of the terms of the [Privacy Policy](#) or these Terms, you must discontinue accessing and/or using the Services. A “Visitor” is someone who accesses and browses the Services but does not register for an account. A “Member” is someone who has created an account on the Services and has received confirmation from AHC that registration has been completed and membership has been established (“Membership”). AHC may decline Membership registrations for any reason. Visitors and Members are referred to collectively as “Users.”

### **Updates to Terms**

The Terms may change at any time. AHC will post the most current version on the home page of our website (<http://alessihartigancasting.com>) or via a link on the applicable Service with a new Effective Date. Changes are effective from the Effective Date. Your continued access or use of the Services after we post changes to the Terms signifies your agreement to those changes. If you do not agree to the current Terms, you must discontinue using the Services.

### **Contact and Electronic Communications**

By accessing or using the Services, you consent to having these Terms provided to you in electronic form and that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing. You acknowledge that when you provide us with contact information in connection with a particular activity, such as an email address or telephone number (“Contact Information”), you agree that this establishes a business relationship with us and that we may communicate with you using the Contact Information you provided to us. You acknowledge the legal authority over any Contact Information. This means we may contact you in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving through the Contact Information you have provided to us. Standard message and data rates may apply.

### **Your Consent to Email Marketing**

We will send you marketing communications in accordance with our Privacy Policy.

### **III. ELIGIBILITY**

You must be an Industry Professional to participate in the Services. An “Industry Professional” is:

- An actor, model, dancer, voice-over talent, musician, a musical or performance group or other artist (“Talent”);
- A casting director;
- A production company;
- A filmmaker; or
- Other entertainment industry professional.

## **Registration**

Creating your Profile, you will be prompted to provide personal information that allows us to know who you are, such as your full name, age, street address, email address and phone number, as well as additional optional information such as date of birth, height, weight, appearing ethnicity, and pictures (collectively, "Registration Information"). By using the Services, you represent and warrant that all Registration Information you submit is truthful, accurate, current and complete and you will maintain the accuracy of such Registration Information by updating and revising it promptly.

## **Validation of Registration Information**

You authorize AHC to make any inquiries, either directly or through third parties, to validate your Registration Information. AHC reserves all rights to take legal action against anyone who provides inaccurate, false or incomplete personal information or is otherwise untruthful about their identity, and to suspend or cancel a Membership established using such information. Notwithstanding the foregoing, you acknowledge that AHC cannot guarantee the accuracy of any information submitted by any User of the Services, including any identity information about any User.

## **AHC Privacy Policy**

For detailed information on how we use and share Users' personal information, please read our [Privacy Policy](#).

## **IV. USER CODE OF CONDUCT**

You agree to use the Services in a professional manner, provide complete and accurate Registration Information to us, and update it as necessary. You further agree to comply with all applicable laws, rules, and regulations.

You agree not to:

- use the Services or any personal information of any User for purposes other than in connection with utilizing the Services;
- collect, use, share or transfer any information available on the Services except as expressly permitted by these Terms, or by the owner of such information;
- use the Service in connection with any commercial endeavors except those that are specifically endorsed or approved by us;
- include information in a profile or resume (or elsewhere on the Services) that reveals sensitive personal information, such as government identifiers such as Social Security numbers or Tax ID numbers, except in the designated fields where collection is required by law;
- use the Services or any information obtained through the Services to stalk, abuse or attempt to abuse, or otherwise harass another individual;
- act dishonestly or unprofessionally, such as by posting inappropriate, inaccurate or objectionable content;
- take any action or upload, post, email or otherwise transmit any content that would violate any right or duty under any applicable law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, or promotional materials, including without limitation, promotional materials that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation of similar nature;
- use manual or automated software, devices, scripts robots, or other means or processes to access, "scrape," "crawl" or "spider" any content or other services contained in or through the Services;

- utilize information, content or any data you view on and/or obtain from the Services to provide any service that is competitive with the Services, including the use of AHC trademarks or copyrighted material or confusingly similar marks;
- attempt to or actually transmit or post a link to another service within your profile or resume or anywhere else on the Services other than as expressly permitted;
- engage in or plan to engage in any illegal activity;
- post, disseminate or transmit statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- disclose information that that you do not have the right to disclose, such as confidential information;
- use an image that is not your likeness or headshot on your profile or resume or otherwise misrepresent your identity, your affiliation with a person or entity, or the source of any communication;
- create, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property or property rights of any person;
- export, re-export or permit the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities;
- interfere with, disrupt or attempt to gain unauthorized access to other accounts on the Services or any other computer network;
- disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;
- damage, disable, overburden, or impair any AHC server, or the network(s) connected to any AHC server, or interfere with any other party's use and enjoyment of any of the Services;
- gain unauthorized access to any Services, accounts, computer systems or networks connected to any AHC server or to any of the Services through hacking, cracking, distribution of counterfeit software, password mining or any other means;
- reverse engineer, decompile or disassemble any software accessed through the Services;
- transmit, post, or e-mail any misleading or false professional opportunities in your profile, resume or elsewhere on the Services;
- engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- access the Services except through the interfaces expressly provided by AHC;
- override any security feature of the Services; or
- engage in any other activity deemed by AHC in its sole discretion to be in competition with or in conflict with the spirit or intent of Services and the requirements of these Terms.

## **V. USER RIGHTS AND OBLIGATIONS**

### **Preventing and Reporting Abuse**

You agree that AHC may take whatever steps it deems necessary to stop or prevent behavior of any kind on the Services that violates this Agreement in its sole discretion, without notice. For example, AHC has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any User who publishes or distributes child pornography. You can report any violations of the User Code of Conduct or other abuse of the Services by emailing [info@allessihartigancasting.com](mailto:info@allessihartigancasting.com).

### **Termination or Cancellation by AHC**

AHC may restrict, suspend or terminate the Membership of any User who violates these Terms or otherwise abuses or misuses the Services without warning. Such restriction, suspension, or termination, shall be effective immediately or as specified in any notice. If a User whose account has been restricted, suspended or terminated has re-registered or attempts to have re-registered with AHC (including under

a new name) that User may be permanently barred from the Services without recourse. AHC has adopted a policy of terminating accounts of Users (or blocking any associated IP address) and permanently barring without recourse any User who, in AHC's sole discretion, falsely represents that it is an Authorized Representative, Talent Representative, casting director or other Industry Professional, or any User who provides information that is false or misleading. AHC may also cancel your account at any time for any of the Services for any reason.

### **Membership Security and Unauthorized Use**

You are fully responsible for all activities conducted through your Membership (including complying with these Terms). During the registration process you will also be asked to choose a password. You are entirely responsible for maintaining the security of your password. You must try to choose a strong and secure password and keep your password confidential.

You may not use another Member's account or password at any time, let an unauthorized third party access your account or use your Membership, or disclose your password information to any unauthorized third party. You agree to notify us immediately if you suspect any unauthorized use of your Membership or access to your account or password. You will be liable for our losses or the losses of others as a result of such unauthorized use until such time as you terminate your Membership or prove that your account security was compromised due to no fault of your own.

### **Cancellation by You**

YOU HAVE THE RIGHT TO CANCEL YOUR MEMBERSHIP. You may also cancel your account at any time for any of the Services.

For more information on your Membership and to cancel your Membership or other account at any point, you can contact us at [info@alessihartigancasting.com](mailto:info@alessihartigancasting.com). We will cancel your account as soon as possible and in accordance with applicable law.

### **Interruption of Services**

AHC may at any time for any or no reason interrupt availability of some or all aspects of the Services, or modify, replace, refuse access to, or discontinue any Services, or change or modify our Fees in our sole discretion. Any changes to the Services or Fees are effective when posted on the Services or when communicated to you directly. AHC is not liable for any interruption of Services, or delay or failure to perform, and you understand that in such cases you shall not be entitled to any refunds of Fees.

### **Content in Your Account**

We may remove and or discard any content available as part of your Membership account, including your profile, with or without notice, for any reason. AHC has no obligation to store, maintain or provide you with a copy of any content that you or other Users provide when using the Services.

### **Non-Commercial Use**

The Services are for the personal use of Users and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Please see Section IV. "User Code of Conduct" for details on the permitted and prohibited uses of the Services. Illegal and/or unauthorized use of the Services, including collecting names and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email or commercial solicitations, or unauthorized framing of or linking to the Services is prohibited. Commercial advertisements, affiliate and third party links, and other forms of solicitations may be removed from Member profiles or resumes without notice and may result in termination of Membership, in our sole discretion. Appropriate legal action may be taken for any illegal or unauthorized use of the Services.

### **Links to Third Party Services**

The Services may include links to third party apps, websites or other services (“Third Party Sites”). You are responsible for deciding whether you want to access or use a Third Party Site. AHC is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. Third Party Sites have their own legal terms of use and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, we are not responsible for Third Party Sites – use or access them at your own risk.

## **VI. INTELLECTUAL PROPERTY RIGHTS**

### **Access to Content on the Services**

You acknowledge that: (i) by using the Services you may have access to pictures, digital images, graphics, music, video, audio, text, computer code and other creative output (collectively, “Content”); and (ii) this Content includes Content owned or licensed by AHC (“AHC Content”), or owned or licensed by Users (“User Content”). You acknowledge that AHC, AHC licensors, and Users have rights in their respective Content under copyright and other applicable laws and treaty provisions. You accept full responsibility and liability for your use of any Content in violation of any such rights.

### **User Content**

AHC may choose, but has no obligation, to pre-screen or monitor the Services for inappropriate User Content or conduct at any time, and it may delete any User Content that violates these Terms, as determined by AHC in its sole discretion. However, if AHC chooses to pre-screen or monitor User Content, AHC nonetheless assumes no responsibility for such User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the User submitting any such User Content.

### **View Content at Your Risk**

You understand that when using the Services, you will be exposed to Content from a variety of sources, and that AHC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or that contains errors or omissions.

### **Ownership of User Content Posted by Other Users of our Services**

All User Content, including all project information posted on the Services by any user, including by casting directors, is either owned or licensed by the user that posted it. Therefore, other users of our Services may not distribute, modify, transmit, reuse, download, repost, copy, or use the User Content of others, including project information, for any reason without express prior written permission from the user that posted it. A violation of this Section is cause for immediate and permanent termination of your right to use our Services.

### **Our Ownership Rights**

All right, title and interest in and to the Services is the exclusive property of AHC and its licensors. We hereby grant you a limited, revocable, non-sublicenseable license to reproduce and display the AHC Content (excluding any software code) solely for your personal use and to the extent necessary to access or use the Services. AHC reserves all rights not expressly granted in and to the AHC Content and the Services.

### **Software Use Restrictions**

You acknowledge that any software and related documentation that may be available to download from

the Services (the “Software”) is a copyrighted work owned or licensed by AHC and that you do not acquire any ownership rights by downloading the Software. You agree that your use of the Software is governed by these Terms and is also governed by the terms of the license agreement, if any, that accompanies or is included with the Software (the “License Agreement”). Except as set forth in the applicable License Agreement, any further copying, reproduction or redistribution of the Software is expressly prohibited.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN NEW JERSEY AND AS SET FORTH IN THE LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED TO YOU ON AN “AS-IS” AND “WHERE-IS” BASIS, AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED.

### **Feedback**

All comments, feedback or materials submitted by you to us, including feedback, testimonials, images, reviews, questions, comments, suggestions or ideas (collectively, “Feedback”), are received and treated by us on a non-confidential and unrestricted basis. AHC has a limited, non-exclusive license to use, display, perform, distribute, copy, adapt, and promote the Feedback in any way, without any additional compensation to you. You agree that in submitting Feedback, it will not violate any right of any third party, including any confidentiality, copyright, trademark, privacy or other personal or intellectual property or proprietary rights, and will not cause injury to any person or entity or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain viruses, commercial solicitations, or any form of “spam”.

### **Ownership and License of User Content**

AHC does not claim ownership of the User Content you post, upload, input or submit to any Services. You retain copyright and other intellectual property rights you have under law with respect to the User Content that you submit or transmit to or display on or through the Services. However, by posting your User Content on the Services, you grant to AHC and its affiliated companies, and their sub-licensees (or other suppliers) of the Services permission to use, transmit, reproduce, publish, publicly display, publicly perform, reformat, edit, delete, or translate your User Content in connection with the Services (“License”). No compensation is payable to you with respect to the use of your User Content, as provided herein. You may edit some of your User Content by using the tools on the Services; however, if you have shared User Content with others through the Services, AHC has no control over any third parties use of that Content. Further, you acknowledge that removed User Content may persist in the systems of those who have had previous access to User Content through our Services, and in backup copies for recordkeeping and internal purposes, including enforcing these Terms. Please see the terms of our [Privacy Policy](#) for further information on how we use, share and store the personal information you provide to us and your choices.

You represent that you have all rights necessary to grant us the License set forth in this section, that your User Content is accurate and not confidential, and the submission, transmission, posting and use of your User Content on the Services is not in violation of any applicable laws or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights of persons or property appearing therein). You are solely responsible for your User Content or any other User Content you access through the Services.

## **VII. INTERACTING WITH OTHER USERS**

### **Service Provider**

AHC is a service provider so we don't control each and every aspect of the Services. For example, we do not regularly monitor Users' interactions with the Services or communications with each other on the Services. However, AHC may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. AHC reserves the right to terminate your Membership if we determine, in our sole discretion, that doing so is necessary to enforce these Terms or to protect its business reputation or Users.

### **Communications with Users**

You are solely responsible for your interactions with other Users.

### **Release**

As a condition of access to and use of the Services, you release AHC, including its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors and distributors from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute you have or claim to have with one or more Users of the Services, including any claim against any individual or entity who creates an unauthorized account for you on your behalf.

### **User Disputes**

You understand and agree that: (i) AHC will have the right but not the obligation to assist Users in resolving disputes among Users relating to Users' use of the Services; (ii) AHC's resolution of any particular dispute does not create an obligation to resolve any other dispute; (iii) to the extent AHC assists in resolving such disputes, it will do so in good faith based solely on the general rules and standards of the Services; (iv) AHC's resolution of such disputes will be final with respect to the respective Users' use of the Services; and (v) you release AHC from claims, demands and damages of every kind and nature in any way connected with AHC's resolution of User disputes relating to the Services.

## **VIII. DISCLAIMERS OF WARRANTY AND LIABILITY**

### **The Services are provided "As Is"**

AHC provides the Services strictly on an "AS IS" basis and does not guarantee that the Services will function without interruption or errors in functioning, or be virus-free. The operation of the Services may be interrupted due to maintenance, updates, or system or network failures. AHC disclaims all liability for damages caused by any interruption, malfunction, impossibility of access, or poor use conditions of the Services for any reason. Use of the Services is at your own risk, to the fullest extent permissible under applicable law and except in New Jersey. AHC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

AHC makes no warranty as to the quality, accuracy, completeness or validity of any information or Content you access or receive in connection with the Services, or that your use of the Services will meet your requirements. If you are dissatisfied or harmed by the Services, you may terminate your account in accordance with these Terms and such termination shall be your sole and exclusive remedy.

AHC is not responsible for, and makes no representations or warranties for the delivery of any messages sent through the Services to anyone. In addition, we neither warrant nor represent that your use of the



Services will not infringe the rights of third parties. Any material, service, or technology described or used on the Services may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to us.

AHC does not have any obligation to verify the identity of the persons accessing the Services or subscribing to the Services. AHC disclaims all liability for identity theft or any other access to or misuse of your identity or information.

#### **No Liability for Accumulated Content**

When using the Services, you may accumulate Content that resides as data on AHC's servers. This data, and any other data, Membership account information or history, User personal information or names residing on AHC servers may be deleted, altered, moved or transferred at any time for any reason in AHC's sole discretion. You acknowledge that, notwithstanding any copyright or other rights you may have with respect to User Content you upload, transmit, display and/or create using the Services, and notwithstanding any value attributed to such Content, you understand and agree that AHC has the right, but not the obligation, to remove any Content (including your User Content) at any time, for any reason or no reason, with or without notice, and with no liability of any kind. AHC EXPRESSLY DISCLAIMS ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON AHC'S SERVERS.

#### **Limitation of liability**

IN NO EVENT IS AHC OR ITS RESPECTIVE SUPPLIERS, LICENSORS OR DISTRIBUTORS IN HOSTING, OPERATING OR DELIVERING THE SERVICES LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS, EXCLUDING CLAIMS BASED ON GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING ITS MODIFICATION OR TERMINATION), YOUR MEMBERSHIP (INCLUDING THEIR TERMINATION OR SUSPENSION) OR THESE TERMS, WHETHER OR NOT AHC MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

IN ADDITION, EXCLUDING CLAIMS BASED ON GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, YOU AGREE THAT IN NO EVENT WILL AHC'S CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED THE LESSOR OF THE MOST RECENT MONTHLY FEE THAT YOU PAID FOR THE SERVICE, IF ANY, OR U.S. FIFTY DOLLARS (\$50.00).

SOME STATES INCLUDING NEW JERSEY OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

If you are a California resident, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

#### **Indemnification**

You agree to defend, indemnify and hold harmless AHC and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors and distributors from and against all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs including costs to respond to regulatory inquiries, actions or subpoenas) related to all third party claims, charges, and investigations, arising from, relating to, or caused by (a) your use of the Services, (b) your failure to comply with these Terms, including, without limitation, your submission or

use of Content in violation of third party rights or applicable laws, rules or regulations or (c) your Membership.

## **IX. DISPUTE RESOLUTION**

### **Governing Law**

These Terms shall be governed, construed, and enforced in accordance with the laws of the state where the Talent resides, as determined by the address on file with AHC, without regard to its conflict of laws rules except that the arbitration provision shall be governed by the Federal Arbitration Act as stated herein.

### **Notice of Claims**

In the event a dispute arises between you and AHC we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute through arbitration. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim (as defined below) and setting forth the specific relief sought. All Notices of Dispute with AHC shall be sent to the following address: Alessi Hartigan Casting, LLC, Attn: Dispute Resolution, 8500 Menaul Blvd NE, A440, Albuquerque, New Mexico 87112 USA.

All notices to Users will be sent to the email or street address provided in the User's account. Upon receipt of such Notice of Dispute, the other party shall have a 60-day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the Notice of Dispute, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such 60-day cure period, you or AHC may commence an arbitration proceeding in accordance with the following procedure. This notice requirement is a condition precedent to any arbitration proceeding, as described below.

### **Arbitration and Class Action Waiver**

YOU AND AHC AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, CONNECTED WITH OR RELATING TO THESE TERMS, ANY CONTRACT, TORT, MISREPRESENTATION, FRAUD OR OTHER LEGAL THEORY OR CAUSE OF ACTION, STATUTE, OR OTHERWISE RELATING TO THE SERVICES ("CLAIMS") WHICH CANNOT BE SETTLED BY MUTUAL AGREEMENT OF THE PARTIES, SHALL BE RESOLVED BY ONE ARBITRATOR THROUGH BINDING ARBITRATION. HOWEVER, YOU OR AHC MAY BRING ANY CLAIM IN SMALL CLAIMS COURT CONSISTENT WITH THE APPLICABLE JURISDICTIONAL LIMITS. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, JUST AS A COURT WOULD, THE ARBITRATOR MUST HONOR THESE TERMS. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH SOME EXCEPTIONS UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. BY AGREEING TO THESE TERMS, YOU AND AHC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

Any Claim must be brought in the parties' individual capacity in arbitration, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. YOU AND AHC UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO

BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, BY AGREEING TO THESE TERMS AND USING THE SERVICES YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. If for any reason a claim proceeds in court rather than through arbitration, you and AHC agree that there will not be a jury trial. You and AHC unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Terms in any way. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

### **JAMS**

Unless otherwise agreed to by you and AHC in writing or for individual claims brought by you or AHC in small claims court, the arbitration will be governed and conducted by JAMS before a single arbitrator from JAMS, or another established alternative dispute resolution (“ADR”) provider, chosen by AHC, who is licensed to practice law. The arbitration proceeding will be located in Los Angeles, California, and for any non-frivolous demand, AHC will, and if you prefer will conduct the arbitration by telephone. Each party shall pay the fees and costs of its own counsel, experts and witnesses (as applicable) and will be conducted in accordance with JAMS rules. The JAMS rules, including the selection of an arbitrator, filing, administration, discovery and arbitrator fees will be conducted under the JAMS Comprehensive Arbitration Rules & Procedures, except as modified by these Terms or otherwise agreed to by you and AHC in writing. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this Dispute Resolution section conflicts with JAMS’s minimum standards for procedural fairness, the JAMS’ rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator’s award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause in this Dispute Resolution provision regarding the Class Action waiver.

### **Exception**

Any claim or action for (i) indemnification, (ii) any violation of AHC intellectual property rights, (iii) contribution, (iv) interpleader, or (v) injunctive relief arising out of a Claim shall not be subject to arbitration.

### **Survival**

This arbitration provision shall survive termination of these Terms, including the termination of any relationship between you and AHC.

### **Severability**

If any provision of this Section is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable except that should the provision on class action waiver for any Claim be found to be unenforceable by a court of law, then the provision to arbitrate will not apply.

## **X. GENERAL PROVISIONS**

**Export Control**

The Services are controlled and operated by AHC from its offices within the United States. AHC makes no representation that any Content, Software or other products in the Services are appropriate or available for use in other locations, and access to such materials or use of the Services from territories where their contents are illegal is prohibited. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. If you use the Services from other locations, you are responsible for compliance with applicable local laws including, but not limited to, the export and import regulations of other countries. Your use of the Services, including our Software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department’s Office of Foreign Assets Control. You shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Software or Service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving United States origin products, including Services or Software.

**Notices**

AHC may give notice to you by means of a general notice on the Services, at or after log-in to your account, by electronic mail to your e-mail address in our records for your account, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record.

All notices given by you, whether or not required under these Terms, shall be emailed to [info@alessihartigancasting.com](mailto:info@alessihartigancasting.com); or sent to us by postal mail or courier at:

ALESSI HARTIGAN CASTING LLC  
ATTN DISPUTE RESOLUTION  
8500 MENAUL BLVD NE A440  
ALBUQUERQUE, NM 87112  
USA

Any notices that you provide without compliance with this section shall have no legal effect.

**Waiver**

The failure of AHC to partially or fully exercise any rights under these Terms, or the waiver of AHC of any breach of these Terms by you, shall not prevent a subsequent exercise of such rights by AHC or be deemed a waiver by AHC of any subsequent breach by you of the same or any other condition of these Terms. The rights and remedies of AHC under these Terms, its policies, and any other applicable agreement between you and AHC shall be cumulative, and the exercise of any such right or remedy shall not limit AHC’s right to exercise any other right or remedy.

**Severability**

If any part of these Terms, other than the Class Action waiver as set forth above, is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect.

**Headings**

Headings in these Terms are for convenience of reference only and shall not affect the interpretation or construction of these Terms.

**Third Party Beneficiaries**

These Terms do not create third party beneficiary rights enforceable by third parties.

**Entire Agreement**

These Terms, and the policies incorporated herein, are the entire agreement between you and AHC. They supersede any and all prior or contemporaneous agreements between you and AHC relating to your use of the AHC Services.

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Effective Date: June 27, 2022