

Explore Talent User Agreement

This Membership Agreement ("Agreement") will detail the membership terms between you and Explore Talent. ("Explore Talent"), with respect to your use of the ExploreTalent.com service (the "Service"). Please read it carefully. By signing up for the service, you agree to the following:

1. THE SERVICE

The Service is a casting, audition and online submission Internet website which provides a modeling gallery, modeling calendar of events and opportunities, e-mail and administrative functions to facilitate and promote modeling careers, and includes all products and services which are described on the Explore Talent website or which Explore Talent otherwise agrees to provide to you. Your Casting Calendar provides you with the details of all submissions and casting inquiries made by you.

2. MEMBER PRIVACY

Explore Talent's policy is to respect the privacy of its members. Explore Talent will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior permission unless Explore Talent believes that such action is necessary or if it is required to do so to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Explore Talent; (3) enforce this agreement; (4) remove or modify information in order to protect you from scam and spam or (5) act to protect the interests of other members or third parties. **Warning ! Don't post personal information such as your phone number, email, address, IM screen name, or specific whereabouts. Don't post anything that would make it easy for a stranger to find your location, like your local hangout or school. Post pictures and videos, but remember to think about where you're taking them, what you're wearing that could identify you to a stranger (like school uniforms or landmarks in the background). Don't take the risk and meet people in real life that you only "know" online, and have no mutual real life friends.**

3. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material accessible to you by virtue of membership is protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws. Unless you are expressly authorized to do so, you must not sell, lease, modify, copy, republish, upload, download, post, broadcast, transmit, or distribute in any way content available through the Service, including code and software. You further acknowledge and agree that any information provided by or through Explore Talent is for information purposes only and is not intended to constitute professional advice.

4. CHARGES AND USE OF SERVICE

The cost of the Service you use will be charged to the credit card, checking account debiting or PayPal account designated by you. You acknowledge that you are solely responsible for ensuring that no unauthorized use of your account or PIN occurs and that any risk associated with the transmission of information over the Internet or through the Service is borne by you. You further acknowledge and agree to pay the charges for use of the Service in accordance with the then-current pricing structure.

5. APPLICATION AND VARIATION OF TERMS AND PRICING

This Agreement, which includes the registration form, sets out the terms on which Explore Talent provides the Service. The current applicable charge is \$39.95 per month. Also currently available are discounted prepaid packages as follows: US\$29.95 per month, US\$69.90 per 3 months, US\$119.94 per 6 months and US\$199.50 per 12 months. Featured Talent packages are: US\$19.95 per month, US\$49.95 per 3 months, US\$79.95 per 6 months and US\$129.95 per 12 months. Discounted term packages (3,6,12 month) will be

charged as recurring charges for the whole term and are non refundable (requests for refunds will be reviewed on a case by case basis with the possibility of only a pro rated refund for unused months). The initial contracted term of this Agreement is twelve (12) months. By accessing the Service you are committed to the above terms.

6. SUSPENSION OF SERVICE

Explore Talent may, with notice of why and when, suspend the Service or disconnect, deny or restrict your access to the Service: (a) during any technical failure of, modification or maintenance to the Service, but Explore Talent will use reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable; or (b) if you use the Service in breach of this Agreement until the breach (if capable of remedy) is remedied, or if you do or fail to do anything which in Explore Talent's opinion may have the affect of jeopardizing the operation or integrity of the Service or any other service. Despite suspension, disconnection, denial or restriction of the Service under this clause you remain liable for all charges due throughout the period of suspension, disconnection, denial or restriction.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

To the extent permitted by law all terms, warranties, undertakings, inducements and representations relating to the Service are excluded and Explore Talent will not be liable for any loss or damage (including without limitation indirect, special or consequential loss or damage) arising from the Service whether or not caused by any negligent act or omission. If any legislation implies any term or warranty that cannot be excluded, explore Talent's sole liability will be, in the case of goods or services, to re-supply of the goods or services, or to pay for the cost of having the goods or services re-supplied. To the extent permitted by law, Explore Talent is not liable for the unavailability of the Service at any time or for any reason, or for any failure of the Service to submit, receive or accept any calls or messages. To the extent permitted by law, Explore Talent disclaims any warranty in relation to the performance, operation, reliability or availability of the Service. Without limiting the preceding provisions of this clause, Explore Talent expressly disclaims liability for any loss, damage, costs, expenses and liabilities of whatever nature arising (directly or indirectly) from the use of products proprietary to, or provided by, third parties, or from any recommendation by Explore Talent that you use or accept such products.

8. MEMBER CONDUCT

The Service is provided to individuals only. Any unauthorized commercial use of the Service, or the resale of its services, is prohibited. You must not use the Service to solicit business for any competitive service. You agree to abide by all applicable local, state, national and international laws, regulations, ordinances, by-laws and rules and are solely responsible for all acts or omissions that occur under your account name or password, including, without limitation, the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to: A. use the Service in connection with chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise); B. harvest or otherwise collect information about others, including email addresses, without their consent; C. create a false identity or forged email address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message; D. transmit through the Service unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, offensive or otherwise objectionable material; E. transmit any material that may infringe the intellectual property rights or other rights of third parties, including without limitation, trade marks or copyright; F. transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs; G. use the Service to violate any applicable law restricting the export or import of data, software or any other content; H. interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; I. gain or attempt

to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or by any other means; or J. interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services. K. use the Service in any unethical manner or contrary to accepted community standards.

9. EMAIL STORAGE, OUTBOUND MESSAGES AND OTHER LIMITATIONS

The amount of storage space per member is limited to 10MB, and some messages may not be processed due to space constraints or outbound message limitations. You agree that Explore Talent is not responsible or liable for the deletion of, failure to store or non-deliveries of email messages.

10. INDEMNITY

You indemnify and will keep indemnified Explore Talent and its employees, subcontractors and consultants from and against all actions, claims, demands, costs or expenses made, sustained, brought or prosecuted or in any manner based upon, occasioned by or attributable to the Service which may arise from or as a result of any breach of the terms of this Agreement by Explore Talent, its employees, subcontractors or consultants or any unlawful or negligent act or omission of Explore Talent, its employees, subcontractors or consultants.

11. ENDORSEMENTS

All product and service marks that appear on the Explore Talent web site that are not Explore Talent marks are the trademarks of their owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply endorsement, sponsorship or recommendation of the third party information, product or service.

12. GOVERNING LAW

The laws of the State of Nevada govern this Agreement and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

13. INVALIDITY

If a provision of this Agreement or a right or remedy under it is invalid or unenforceable in a particular jurisdiction: (a) it is to be read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and (b) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

14. TERMINATION

Explore Talent may immediately terminate this Agreement or the provision of the Service if the Customer's account is inactive for a period of 12 months since the date on which the Customer last used the Service. In addition, Explore Talent may immediately terminate this Agreements or the provision of the Service if it considers that: (a) you have breached any term of this agreement; (b) you are or may be or likely to become insolvent or bankrupt; (c) an unauthorized person is, or may be using, your account; (d) you do not have any prepaid credit. All outstanding charges will become immediately due and payable to Explore Talent on giving of notice of termination and in no circumstances shall the member be entitled to any refund of payments made except as set forth in Sections 18 and 19 below.

15. WAIVER

A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right. Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver. A waiver is only effective in the specific instance and for the specific purpose for which it is given.

16. YOUR RIGHT TO CANCEL

You may cancel this contract, and if you paid, get a full refund without any penalty or obligation, if notice of cancellation is given, within 10 business days from the date you commence utilizing our services. To cancel this contract, please visit <http://exploretalent.com/cancel.php> and follow the instructions as provided. You may also cancel at anytime during business hours 9am - 5pm PST Monday - Friday by calling (800) 598-7500. When you cancel, your billing stops immediately, and no new charges will be billed to you unless you re-instate your subscription.

17. RIGHT TO REFUND

If you pay a fee and you fail to receive the services promised (fully functional site and submission casting calendar), then Explore Talent shall, upon your written or e-mailed request, return the amount paid by you within 7 days of your request for a refund.

18. PHOTO RELEASE

I hereby assign and grant to Explore Talent the right and permission to use and/or publish photographs or likeness, videos or MP3s of me for advertising purposes, promotion or display, in all forms of media. I hereby release and discharge Explore Talent, it's owners, and employees, and any persons acting on behalf of Explore Talent from any liability stemming from the publishing of said photos, videos or MP3s, including, but not limited to, copyright infringement or piracy. I further discharge ExploreTalent from any and all liability for damages caused by any blurring, distortion, alteration, optical illusion, or use in composite form of said picture which may occur during the taking, processing, or production of said picture or the finished product. I understand that Explore Talent shall have the right to terminate my portfolio for any reason whatsoever. I hereby certify that I am over eighteen years of age, or, in the alternative, that my parent or guardian hereby gives their express consent to my entering into this release.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement between you and Explore Talent. An understanding, arrangement, representation or provision not expressly set out in it is not binding. All correspondence, negotiations and other communications in relation to its subject matter that precede it are suspended by it and merged in it.

20. CREDIT CARD DESCRIPTOR

Charges will appear on your credit card statement as: "ExploreTalent 800 495 1212" or "ExploreTal 800 495 1212" or "ExploreFeatured 800 495 1212" depending on your bank.

\$2 for the first 7 days Trial Agreement

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HOW TO CANCEL. In order to avoid any payments to ExploreTalent.com you must cancel your Trial prior to the end of your Trial (this is, before the end of the seventh day). To cancel this contract, please visit <http://exploretalent.com/cancel.php> and follow the instructions as provided. You may also cancel at anytime during business hours 9am - 5pm PST Monday - Friday by calling (800) 598-7500. When you cancel, your billing stops immediately, and no new charges will be billed to you unless you re-instate your subscription.

TERMS OF MEMBERSHIP. Your Trial and any subsequent subscriptions are governed by all of the terms and conditions on the ExploreTalent.com site, including but not limited to the ExploreTalent.com Terms of Use. The Terms of Use can be found by going to ExploreTalent.com and clicking on the "User agreement" link on the help page.

PRIVACY. All information supplied by you to ExploreTalent.com is subject to the ExploreTalent.com Privacy Policy which can be found a link to on the help page.

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CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

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