

Explore Talent User Agreement

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 talent gallery, talent 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 or on your behalf by one of our service representatives and talent advisors per your Membership.

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 \$49.95 per month. Also currently available are discounted prepaid packages as follows:

Pro Talent packages: US\$39.73 per month, US\$99.73 per 3 months, US\$188.73 per 6 months, US\$288.73 per 12 months, US\$475.00 per 24 months and US\$575.00 per 36 months (24 and 36 months not available in California).

Featured Talent packages: 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 months) 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 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, trademarks 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 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 Agreement 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 [HOW TO CANCEL](#) and follow the instructions as provided. You may also cancel at anytime during business hours 9am - 5pm PST Monday - Friday by calling (702) 553 2700. 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.

HOW TO REDEEM; OFFER INFORMATION.

\$2 for the first 7 days Trial Agreement

To redeem your \$2 for the first 7 days trial subscription to ExploreTalent.com ("Trial") you must go to ExploreTalent.com promo page. After that, appropriately complete the registration and subscription forms. As part of the enrollment process for the Trial, you will be required to submit a valid credit card, checking account or PayPal information and pick an ExploreTalent.com subscription package. If you do not cancel your subscription during the Trial period, you will be billed for the subscription package to ExploreTalent.com, which you select during the Trial registration process. Your Trial allows access to all of ExploreTalent.com's site features and begins immediately upon approval by ExploreTalent.com of the above information. ExploreTalent.com reserves the right to refuse any Trial or subscription for any reason. Limit one Trial per person per year. Any attempt by a person to redeem more than one Trial shall subject such subsequent Trials to disqualification. Void where prohibited. ExploreTalent.com may discontinue this offer at any time.

IF YOU ARE UNDER 18.

You affirm that you are either more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use, and are not a person barred from using the Websites under the laws of the United States or other applicable jurisdiction.

Users under the age of thirteen (13) who would like to participate in any of the Websites (a "Young User"), must have their parent or legal guardian (a "Parent Registered User") register to use the Websites, using the Parent Registered User's name, email, and credit card information, and consent to a Young Users use of the Websites. Parent Registered Users are responsible for updating the settings of and terminating their account and thereby use of the Websites by the applicable Young User.

For purposes of these Terms of Use, Parent Registered Users and their Young Users are deemed to be Users as used in these Terms of Use. By registering as a Parent Registered User, you hereby represent, warrant, understand, agree to and accept these Terms of Use and any applicable additional terms in their entirety on behalf of yourself and your Young User whether or not you use any of the Websites. You further understand and agree that you will ensure your Young User's compliance with these Terms of Use and that you are responsible for any noncompliance by your Young User.

If you are a Parent Registered User, you also agree that you are responsible for monitoring the account of your Young User as well as your Young User's activities both on and off of the Websites, including monitoring who your Young User communicates with and meets both on and off the Websites. When a Young User turns eighteen (18) years old, the Parent Registered User may transfer the account to their child, by changing the account name, email address, and credit card number on file in the account, if they so wish.

If a parent or guardian believes that any Website has collected information of a child under the age of thirteen (13) without proper consent, please [contact Explore Talent](#) or call us at 702-553-2700.

ELIGIBILITY.

Eligibility is limited to non-subscribers of ExploreTalent.com. Current subscribers are not eligible. Only members that did not cancel their subscription within the \$2 for the first 7 days trial will be eligible for the free business cards.

BILLING UPON EXPIRATION.

Upon the completion of your Trial period, you will be automatically billed for an ExploreTalent.com subscription for the rate and term you select when you sign up for your Trial. Thereafter, your subscription will be automatically renewed until you submit your resignation or cancel on-line or by calling by calling (702) 553 2700 during business hours 9am - 5pm PST Monday - Friday .

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 [HOW TO CANCEL](#) and follow the instructions as provided. You may also cancel at anytime during business hours 9am - 5pm PST Monday - Friday by calling (702) 553 2700. 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.

ARBITRATION PROVISION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Las Vegas, Nevada before one arbitrator,. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Nevada, exclusive of conflict or choice of law rules.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law gives a party the right to recover any of those fees from the other party.

Contacting Arbitration Administrators If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: J.A.M.S, at <http://www.jamsadr.com/rules-comprehensive-arbitration/> 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, www.jams-endispute.com, (800) 352-5267, Financial Services Arbitration Rules and Procedures, or National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arbitration-forum.com, (800) 474-2371, Code of Procedure.

LIMITATION ON LIABILITY.

ExploreTalent.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or redemption to be received by ExploreTalent.com on account of technical problems or traffic congestion online or on the Internet or at any web site, or any combination thereof including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any materials consistent with this Trial or subsequent use of ExploreTalent.com. If, for any reason, the Trial offer is not capable of running online as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of ExploreTalent.com which threatens or corrupts or adversely affects the administration, security, fairness, integrity or proper conduct of this Trial offer, ExploreTalent.com, reserves the right, in its sole discretion, to cancel, terminate or suspend the offer and/or any Trials.

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

NOTICE FOR CALIFORNIA PRO OR PAID MEMBERS:

EXPLORE TALENT IS A WEBSITE THAT MAYBE CONSIDERED BY SOME AS A TALENT LISTING SERVICE. 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. EXPLORE TALENT 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 SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

YOUR RIGHT TO CANCEL You may cancel this contract and obtain a full refund, without any penalty or obligation, if notice of cancellation is given, in writing, within 10 business days from the date you commence utilizing our paid services. For purposes of this section, business days are Monday through Friday. To cancel this contract, mail or deliver or send by facsimile transmission a signed and dated copy of the following cancellation notice or any other written notice of cancellation to **EXPLORE TALENT at 3395 S. JONES BLVD #15, LAS VEGAS. NV 89146, fax number (702) 228-5700, or contact us form Conatct us page and Internet Web site address www.exploretalent.com, NOT LATER THAN MIDNIGHT OF THE 10th BUSINESS DAY.** If the contract was executed in part or in whole through the Internet, you may cancel the contract by sending the notification to: **Conatct us page or calling (702) 553-2700**

CANCELLATION NOTICE

I hereby cancel this contract.

Dated:

Artist Signature.

If you cancel, all fees you have paid must be refunded to you within 10 business days after delivery of the cancellation notice to Explore Talent.

(1,3,6,12 months) 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.

Explore Talent offers to list or display information about an artist, including a photograph, on the service's Internet Web site, or on a Web site that the talent service has authority to design or alter, the contract shall contain a notice that the talent service will remove the listing and content within 10 days of a request by the artist or, in the case of a minor, the artist's parent or guardian. If you would like to have any information please contact us here **Conatct us page** or call our customer service at **(702) 553-2700**

A contract that does not comply with subdivisions 1703(a) to (f), of the labor code inclusive, is voidable at the election of the artist and may be canceled by the artist at any time without any penalty or obligation.

Address:

ExploreTalent.com

3395 S. Jones Blvd #15

Las Vegas, NV 89146

Telephone: (702) 553-2700

Office hours: M-F 9am-5pm PST

Fax Number: (702) 228-5700