

Effective Date: March 3, 2017

Modasphere, a division of Casting Networks Inc. (“Modasphere” “we” “our” or “us”), provides a range of content and website hosting, database, and communication services to talent agencies and management companies and their authorized talent representatives that are registered for the services (“Agency”, “Member”, “you” or “your”) for the purposes of promoting models, actors, photographers, stylists, make-up artists, designers and other artists (collectively, “Talent”). Modasphere has created these Terms of Use (“Terms”) to govern the use of our websites and mobile websites (“Sites”) and, if you become a Member, the services or other products accessible, offered or provided by us through or in connection with the Sites that link to these Terms (the Sites and services are together referred to as the “Services”). In certain instances, Agency may authorize Talent to access, contribute or modify its information and their work experience (“Talent Profile”), in which case “Agency” shall include Talent, and the applicable provisions of these Terms will apply to that Talent.

Please also read our full [Terms of Use](#) for details and defined terms.

Terms of Use Highlights

You Accept These Terms

Each time you access and/or use the Services, you agree to these Terms. [More Info](#)

Privacy

By agreeing to these Terms, you are also agreeing to our [Privacy Policy](#).

Services are Provided “As Is”

We provide the Services “As Is” and we make no representations for quality, effectiveness or availability of the Services. [More Info](#)

Limitation of Liability

Our liability to you is limited. [More Info](#)

Arbitration of All Disputes; No Class Actions

Any disputes under these Terms will be resolved on an individual basis through binding arbitration; you waive participation in class actions. [More Info](#)

Contact Us

Questions about our Terms may be sent to: support@modasphere.com. [More Info](#)

Effective Date: March 3, 2017

Modasphere Terms of Use

1. Acceptance of Terms

Legally Binding Agreement

You agree that by accessing and using the Services, you are entering into a legally binding agreement with Modasphere based on these Terms and our Privacy Policy. Other additional Terms may be posted on our Site or on our Services. If you want to become a member and have access and use of the Services, you will be required to enter into a Service Agreement (defined below) with us. If there is a conflict among these Terms, the Privacy Policy, the Service Agreement or any other agreement between us, you agree that Modasphere will determine which provisions 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 the Site or Services but does not register for an account. A "Member" is an Agency and its registered talent representatives ("Talent Representative") that have (1) entered into a separate agreement with Modasphere containing terms and conditions of membership such as the payment, term and termination, etc. ("Service Agreement"), (2) registered an account on the Services and (3) received confirmation from Modasphere that registration has been completed and membership has been established ("Membership"). Modasphere may or may not accept registrations for Membership for any reason. Visitors and Members (and Talent who may be authorized by Agency to access the Services) are referred to collectively as "Users" or "you" or "your" as applicable.

Updates to Terms

These Terms may change at any time. Modasphere will post the most current version on the Site 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 have the right to receive these Terms in non-electronic form. To receive a non-electronic copy, please email us at support@modasphere.com or send a letter and self-addressed stamped envelope indicating your request for written Terms of Use to Modasphere, 3250 Wilshire Blvd. Ste. 1800, Los Angeles, CA 90010.

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, in accordance with applicable law.

Links to Third Party Services

The Services may include links to third party apps, websites or other services (“Third Party Sites”). Users are responsible for deciding whether they want to access or use a Third Party Site. Modasphere 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. We are not responsible for your use of Third Party Sites and you access them at your own risk.

2. Eligibility to Become a Member of the Service

Authorization to Act on Behalf of Talent

Each Agency and its Talent Representatives represent that each is legally authorized to represent its respective Talent in connection with the Services and utilize all aspects of the applicable Services on behalf of the Talent in accordance these Terms. An Agency and its Talent Representatives agree to stop using the Services immediately when such authority is no longer in effect. We are not obligated, but we reserve the right at any time, to require evidence of authority to enter into these Terms and act on behalf of Talent in connection with the Services.

Each Agency and Talent Representative (together referred to as “Agency”) are jointly and severally responsible for their (and if applicable their Talents’) acts or omissions in connection with the Services. Agency indemnifies and holds harmless Modasphere and its affiliates, employees, officers, directors, and representatives from any losses, costs, expenses, damages, fines and/or penalties including reasonable attorneys’ fees, arising out of or in connection with a breach of this representation.

Registration

You must be an Agency or a Talent Representative to become a Member and participate in the Services. During the Membership registration process, you will be prompted to provide personal information that allows us to know who you are, such as your name, Agency’s corporate name, business address, main contact person, email and phone number, and a password (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 Modasphere to make any inquiries, either directly or through third parties, to validate your Registration Information. Modasphere 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. For detailed information on how we use and share information collected on the Site and in connection with the Services, please read our [Privacy Policy](#).

Termination

Modasphere may restrict, suspend or terminate, without warning, the Membership of any Agency or Talent Representative who violates these Terms or otherwise abuses or misuses the Services. Such restriction, suspension, or termination, shall be effective immediately or as specified in any notice. In the event that Modasphere restricts, suspends or terminates your Membership, no refund or credit of any Membership or other fees or exchange of Services will be offered. If a Member whose account has been restricted, suspended or terminated has re-registered or attempts to have re-registered with Modasphere (including under a new name) that Agency or individual may be permanently barred from the Services without recourse.

Modasphere has adopted a policy of terminating accounts of (or blocking any associated IP address) and permanently barring without recourse any User who, in Modasphere's sole discretion, falsely represents that it is an Agency or provides information that is false or misleading.

Membership Security and Unauthorized Use

You are fully responsible for all activities conducted through your Membership (including following 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 unique and strong password and keep your password confidential.

You may not at any time use another Member's account or password, 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.

3. Fees and Billing Information

If you become a Member, you agree that Modasphere (and its authorized service providers) will bill you periodically for the Services you selected and will bill you the applicable fee ("Fee") using the billing information you provide such as name, address, telephone number(s), and credit/debit card number, billing address, security code and expiration date ("Billing Information"). Modasphere may submit periodic charges (e.g., monthly) pursuant to the terms of the offer you accepted, including any recurring Fees for any automatically renewing Services, until you affirmatively cancel the Services or change your Payment Method. You agree to pay Modasphere all Fees and other charges for the Services using your Billing Information, including any applicable taxes, and authorize us to charge your chosen payment provider ("Payment Method") for the Services. You agree to make payment using your selected Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Modasphere does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment to your Payment Method Provider. In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. Modasphere reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third party sources. In the event we cannot charge the Payment Method you provided, we reserve the right to terminate your Membership or Service and invoice you for any unpaid amounts. Note that for Services purchased by another party for your account (e.g. by your Talent Representative), the Agency is primarily responsible for making prompt payment and failure to do so may result in termination of your Membership. All Fees are in US Dollars and non-refundable unless otherwise indicated, and do not include Internet service provider, telephone, or other connection charges, if any, that are billed by third parties. Depending upon your credit card's currency and the country in which your card was issued, your credit card provider may impose foreign exchange fees and other fees in accordance with your arrangements with that credit card provider.

You must promptly notify us if your payment method is canceled (e.g., for loss or theft). If you fail to provide us any of the foregoing information, you remain responsible for any continued charges to the Payment Method you provided.

Free or Introductory Promotional Offer

If we offer and you enroll under a special introductory trial offer (for example, a discounted or free initial trial), you hereby acknowledge that unless you cancel your trial within the time frame presented in the offer, the applicable Fee for the Membership will be posted to your Payment Method after the trial period is completed. You agree that there is one introductory or trial offer per Agency.

Billing-Related Inquires

For assistance with billing-related issues, please contact customer service or contact us as set forth in Section 10 below.

4. Use of the Services

Interruption of Services

Modasphere 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, in our sole discretion. Any changes to the Services are effective when posted on the Services or when communicated to you directly. Modasphere may change or modify our Fees upon prior written notice to you. Modasphere 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

We may remove and or discard any information or content available as part of your Membership account, including information posted in Talent Profiles or on a hosted website powered by Modasphere ("Hosted Website") with or without notice, for any reason. Modasphere has no obligation to store, maintain or provide you with a copy of any content or information that you or other Users provide when using the Services.

Non-Commercial Use

The Services are for the 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 2 "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 accounts, Talent Profiles or Hosted Websites 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.

Modification to Services

We have the right to modify our Services at any time in our sole discretion. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any of our policies or practices in providing Services, is to cancel your Membership or stop using our Services.

Provision of Agency Data

Agency shall be solely responsible as a data controller for providing all personally identifiable information, content, or data provided to us in connection with your use of the Services, including without limitation all personally identifiable data, content or other information contained in your Talent Profiles or received from Visitors to your Hosted Website, if applicable ("Agency Data"). Agency shall be responsible and liable for the accuracy and completeness of all Agency Data, and Modasphere shall be entitled to rely on the same. You shall also be responsible for (i) ensuring that all Agency Data uploaded or provided by Agency, your Talent (if applicable) or Visitors to your Hosted Website

comply with applicable laws, rules, regulations and industry guidelines, including posting a legally compliant privacy policy, if required by applicable law or regulation and (ii) obtaining all necessary rights to upload, collect, use, and provide the foregoing.

5. User Code of Conduct

Users agree to comply with all applicable laws, rules, and regulations and agree not to:

- use the Services or any personal information of any other User for purposes other than permitted 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;
- 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 viewed on and/or obtained from the Services to provide any service that is competitive with the Services including the use of Modasphere trademarks or copyrighted material or confusingly similar marks;
- attempt to or actually transmit or post a link to another service within a Talent Profile or Hosted Website 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;
- use an image that is not your Talent’s likeness or headshot on the Talent Profile or otherwise misrepresent your Talent’s 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, 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, cancel-bots or any other malicious or invasive code or program;
- damage, disable, overburden, or impair any Modasphere server, or the network(s) connected to any Modasphere 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 Modasphere 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 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 Modasphere;
- override any security feature of the Services; or
- engage in any other activity deemed by Modasphere in its sole discretion to be in competition with or in conflict with the spirit or intent of Services.

Each User agrees that Modasphere may take whatever steps it deems necessary to abridge or prevent behavior of any kind on the Services that violates these Terms, in its sole discretion, without notice. You may report any violations of the User Code of Conduct or other abuse on the Services by emailing support@modasphere.com.

6. Intellectual Property Rights

Access to Content on the Services

You acknowledge that by using the Services you may have access to pictures, digital images, graphics, music, video, audio, text, computer code and other creative output furnished by or on behalf of Modasphere, its licensors or other Users (collectively, "Content"). You acknowledge that Modasphere, Modasphere 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.

Our Ownership Rights

All right, title and interest in and to the Services is the exclusive property of Modasphere and its licensors. We hereby grant Users a limited, revocable, non-sub-licensable license to reproduce and display the Modasphere Content (excluding any Software defined below) solely for your personal use to the extent necessary to access or use the Services. All trademarks, logos, service marks, trade

names, and trade dress appearing on the Services are proprietary to Modasphere or its licensors. Modasphere reserves all rights not expressly granted in and to the Modasphere Content and the Services.

Software Use Restrictions

Users acknowledge that any software, code and related documentation that may be available to download from the Services (the "Software") is a copyrighted work owned or licensed by Modasphere and that you do not acquire any ownership rights by downloading the Software. Users agree that 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.

Ownership and License of User Content

Modasphere does not claim ownership of the User content posted, uploaded, or submitted to any Services including without limitation content contained in Talent Profiles ("User Content"). 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 Modasphere and its affiliated companies, and their sub-licensees (or other suppliers) of the Services permission to use, transmit, reproduce, publish, reformat, edit, delete, or translate your User Content, or publicly display or publicly perform on a Hosted Website such User Content in connection with the Services ("License"). No compensation is payable to you with respect to the use of your User Content. 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, Modasphere 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 related thereto.

You represent that you have all rights necessary to grant us the License set forth in this section, 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).

Modasphere 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 Modasphere in its sole discretion. However, if Modasphere chooses to pre-screen or monitor User Content, Modasphere 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.

Feedback

All comments, feedback or materials submitted by Users to us, including feedback, testimonials, images, reviews, questions, comments, suggestions or ideas (collectively, "Feedback"), is received and treated by us on a non-confidential and unrestricted basis. Modasphere is free to use, display, perform, distribute, copy, adapt, and promote the Feedback in any way, without 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”.

Images on Services

It is your responsibility to review the photographs and other content after you upload or post on the Services. Due to differences in display hardware and other technology factors, posted images may not always accurately resemble the actual appearance, color, or look and feel of the original image uploaded. Images or other content we make available on the Services may not accurately reflect current specifications, features, or functionality of the Services.

Data Collection Policy

No party unaffiliated with us may collect, use, direct, authorize, or assist other persons or entities to collect or use any data from a user, computer or device operated by a user, while accessing our Services without our prior express written permission. For example, no data may be collected, used or transferred for purposes of retargeting, behavioral remarketing or targeting any advertisements, segment categorization or any form of syndication which is related to our Services, the Content, or our Users without our prior express written permission of in each instance. The data covered by this policy includes, but is not limited to, data collected via any advertising unit, widget, pixel tag, cookie, script or other data collection process.

Digital Millennium Copyright Act (United States Only)

Modasphere has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512, (the "DMCA") and avails itself of the protections under the DMCA. We reserve the right to remove any User Content on the Services which allegedly infringes another person's copyright, and/or terminate, discontinue, suspend and/or restrict the account of any User allegedly infringing another person's copyright. It is our policy to terminate the access of repeat infringers. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Modasphere Services.

Filing a Complaint

If you believe any material on the Services infringes a copyright, you should provide us with a written request to take down the allegedly infringing material in the form of a written letter, sent by fax or regular mail only, (“DMCA Takedown Notice”) that at a minimum includes:

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number and email address (if available);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Takedown Notice that is not in compliance with the DMCA.

Filing a Counter-Notice

If your material has been removed or blocked by us as a result of our receipt of a DMCA Takedown Notice, you may send us a request asking for the allegedly infringing material to be restored in the form of a written letter, sent by fax or regular mail only (“DMCA Counter-Notice”) that at a minimum includes:

- Identification of the copyrighted work or works that were removed by Modasphere and the location at which the works appeared before they were removed. The information must be reasonably sufficient to permit us to identify the copyrighted work;
- Your name, address, telephone number and email address (if available);
- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located, or California if your address is outside of the United States;
- A statement that you will accept service of process from the person (or an agent of such person) who provided the DMCA Takedown Notice to us;
- A statement that you have a good faith belief that the allegedly infringing material identified above as the copyrighted work was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A signature of a person authorized to act on behalf of the owner of the copyrighted work that was taken down.

When we receive the DMCA Counter-Notice, we will send a copy of the DMCA Counter-Notice to the party who originally sent us the DMCA Takedown Notice requesting the removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material. Notwithstanding the foregoing, we reserve the right to ignore a DMCA Counter-Notice that is not in compliance with the DMCA.

Both the DMCA Takedown Notice and the DMCA Counter-Notice must be sent to our designated DMCA designated agent addressed as follows:

JEFFREY LUKSCH
CASTING NETWORKS INC
MODASPHERE DIVISION
3250 WILSHIRE BLVD STE 1800
LOS ANGELES CA 90010 USA

7. Disclaimers of Warranty and Liability

The Services are provided “As Is”

Modasphere provides the Services and Software strictly on an “AS IS” basis and does not guarantee that the Services or Software will function without interruption, errors, or be virus-free. The operation of the Services or Software may be interrupted due to maintenance, updates, or system or network failures. Modasphere disclaims all liability for damages caused by any interruption, malfunction, impossibility of access, or poor use conditions of the Services or Software for any reason. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MODASPHERE 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.

To the extent permitted by applicable law, Modasphere makes no warranty as to the quality, accuracy, completeness or validity of any information or Content you access or receive or the delivery of any messages or User Content sent to anyone in connection with the Services, or that your use of the Services will meet your requirements.

If you are dissatisfied with the Services, you may terminate your account in accordance with these Terms and the Service Agreement. Such termination shall be your sole and exclusive remedy.

Modasphere disclaims all liability for identity theft or any other access to or misuse of the User Content you distribute through the Services.

No Liability for Accumulated Content

When using the Services, you may accumulate User Content that resides as data on Modasphere's servers. This data, and any other data, Membership account information or history, User personal information or names residing on Modasphere servers may be deleted, altered, moved or transferred at any time for any reason in Modasphere's sole discretion. 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 Modasphere 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. MODASPHERE EXPRESSLY DISCLAIMS ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON MODASPHERE'S SERVERS.

Release

As a condition of access to and use of the Services, you release Modasphere, 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.

Limitation of Liability

IN NO EVENT IS MODASPHERE OR ITS SHAREHOLDERS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, SUBSIDIARIES, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ("MODASPHERE PARTIES") 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 OR WILLFUL MISCONDUCT, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES (INCLUDING ITS MODIFICATION OR TERMINATION), YOUR MEMBERSHIP (INCLUDING ITS TERMINATION OR SUSPENSION) OR THESE TERMS, WHETHER OR NOT MODASPHERE MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

IN ADDITION, YOU AGREE THAT IN NO EVENT WILL MODASPHERE PARTIES' 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 OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. See “Special State Disclosures” below for additional information.

Indemnification

You agree to defend, indemnify and hold harmless Modasphere Parties and their respective shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, and licensors 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 your failure to comply with these Terms including, without limitation, your submission or use of User Content in violation of third party rights or applicable laws.

Special State Disclosures

California

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."

New Jersey

The following are modifications to the provisions of these Terms identified by the same headers above and apply only to consumers who are residents of New Jersey. Except as modified below the corresponding provisions above remain unchanged and applicable to N.J. residents:

The Services are provided “As Is”

Modasphere’s disclaimers of liability for damages caused by any interruption, malfunction, impossibility of access, or poor conditions of the Services or Software for any reason will not apply to damages directly caused by Modasphere’s gross negligence or willful misconduct. In addition, Company’s disclaimer of warranty as to the quality, accuracy, completeness or validity of information or Content is not applicable to information you access or receive in connection with the Services and provided by Modasphere. However, Modasphere does not guarantee that the use of the Services will meet your requirements.

Limitation of Liability

The limitation of liability does not apply to you for damages arising out personal injury, property damage, negligence or willful misconduct or any other cause of action arising from the acts of Company but does apply to the acts or omissions of third parties. Company’s aggregate liability for all claims under any circumstances will not exceed the lesser of \$1,000.00 or your actual, out of pocket costs and damages. For the avoidance of doubt, in no event will Company be liable for special, incidental, or consequential damages as stated in the Terms.

8. Dispute Resolution for US Residents

Governing Law

These Terms will be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws except that the arbitration provision will be governed by the Federal Arbitration Act as stated herein.

Resolution of Any Dispute

In the event a dispute arises between you and Modasphere, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer care department at 213-201-8101 Ext.2 or writing us at support@modasphere.com. However, if there is an issue that cannot be resolved by these means, the provisions of the following Section describe how both of us shall proceed:

Limitation of Legal Remedies

If there is a dispute that remains unresolved, INSTEAD OF SUING IN COURT, YOU AND MODASPHERE EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO MODASPHERE'S INTELLECTUAL PROPERTY RIGHTS; STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE; INDEMNIFICATION; CONTRIBUTION; INTERPLEADER; OR INJUNCTIVE RELIEF ARISING OUT OF A CLAIM. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). 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.

Jury Trial Waiver

YOU AND MODASPHERE EACH VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SERVICES.

Class Action Waiver

YOU AND MODASPHERE EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative, or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("Class Action Waiver").

Arbitration Procedures

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 and setting forth the specific relief sought (a "Notice"). All Notices to Modasphere must be sent to the following address: 3250 Wilshire Blvd. Ste. 1800, Los Angeles, CA 90010. All notices to you will be sent to the email or street address provided in your account, if available. Upon receipt of such Notice, the receiving party will have a sixty-day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or Modasphere may commence an arbitration proceeding. Unless otherwise agreed to by you and Modasphere in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the dispute, except that this section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("FAA"). You and Modasphere agree that this section satisfies the writing requirement of the FAA. The arbitration of any claim will be conducted in the State of California, and for any non-frivolous claim that does not exceed

\$10,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. For those claims that the arbitrator decides are not frivolous, Modasphere will: (1) pay all costs of the arbitration; (2) if you prefer, will conduct the arbitration by telephone, and (3) will not seek attorneys' fees in the event Modasphere prevails. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its website at www.jamsadr.com. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration, with the exception of any Claim or action for indemnification, contribution, interpleader, or injunctive relief arising out of a Claim, which Claims or actions shall not be subject to arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

Survival

This arbitration provision will survive termination of these Terms.

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 will 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.

9. Resolution of Disputes for Non-US Residents

If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Services or Terms and you are a non-U.S. resident, then you and we agree to send a written notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this section. Your notice must be emailed to support@modasphere.com or mailed to Modasphere, 3250 Wilshire Blvd. Ste. 1800, Los Angeles, CA 90010 USA. You agree to engage in a dialogue with Modasphere for at least sixty days after receipt of notice in order to attempt to resolve the dispute, though nothing will require either you or Modasphere to resolve the dispute on terms, in each of our sole discretion, that are considered unsatisfactory. Nothing in this section will prevent a party from pursuing their claims in court or another complaint process.

10. General Provisions

Age Requirements

You must be at least 18 years old or the age of majority in your state or country of residence, whichever is older, to use the Services.

International Users

The Services are controlled and operated by Modasphere from its offices within the United States. Modasphere makes no representation that 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.

Notices

Modasphere may give notice to you by means of a general notice on the Services, at or after log-in to your Membership account, by electronic mail to your e-mail address in our records for your

Membership, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record for your Membership.

All notices given by you, whether or not required under these Terms, should be faxed to Casting Networks Inc., Attn: Modasphere Dispute Resolution, at 323-462-8131; or sent to us by postal mail or courier at:

CASTING NETWORKS INC
MODASPHERE DIVISION
ATTN DISPUTE RESOLUTION
3250 WILSHIRE BLVD STE 1800
LOS ANGELES CA 90010
USA

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

Waiver

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

Severability

If any part of these Terms, other than 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 will 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 Modasphere. They supersede any and all prior or contemporaneous agreements between you and Modasphere relating to your use of the Services. Modasphere may assign these Terms, in whole or in part, at any time.

Contact Us

Please email support@modasphere.com, call customer service at 213-201-8101 Ext. 2, or write to us at: Modasphere, 3250 Wilshire Blvd. Ste. 1800, Los Angeles, CA 90010, if you have any questions about these Terms.