

# Voicecast Networks

Voicecastnetworks.com Terms of Use

**NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT**

## 1. ABOUT VOICECAST NETWORKS

Voicecast Networks provides content hosting and communication services to allow Talent (as defined herein) to connect with talent agents, casting directors, and other professionals rendering professional services in motion picture, theatrical, radio, television, and other entertainment enterprises.

***VOICECAST NETWORKS IS NOT ENGAGED IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR TALENT.***

These Terms of Use apply solely to Voicecastnetworks.com.

A "Member" is someone who has registered with the Site. Valid and accurate completion of the registration process leads to "Membership."

Members are referred to collectively as "Users."

### 1.1 ACCOUNT CANCELLATIONS

1. You may cancel your account anytime for any reason by logging into your account, selecting 'subscription,' and clicking on 'cancel.' Your account will remain active until the end of the billing cycle.
2. Trial subscriptions must be canceled before the billing date. You may view your billing date by logging into your account and selecting 'View Subscription.'

### 1.2 REFUNDS

A. Trial Memberships – No refunds will be granted if you do not cancel your trial membership before the due date. You may view your billing date by logging into your account and selecting 'View Subscription.'

2. Biannual Memberships – Refunds will be granted within 72 hours after your membership has been automatically renewed. To request a refund, please contact [Info@voicecastnetworks.com](mailto:Info@voicecastnetworks.com) requesting a refund.
3. Yearly Memberships – Refunds will be granted within 168 hours (1 week) after your membership has been automatically renewed. To request a refund, please contact [Info@voicecastnetworks.com](mailto:Info@voicecastnetworks.com) requesting a refund.

### **1.3 AUTOMATIC RENEWALS**

Upon activating your account on Voicecast Networks, you hereby agree to renew your account automatically. If you do not wish to automatically renew your account, you may cancel this feature by logging into your account, selecting 'subscription,' and selecting 'cancel.' Your account will remain active until the end of your billing cycle.

## **2. SCOPE**

You agree that, by registering on the Site, or by accessing, viewing, downloading, or otherwise using the Site or Services, and by clicking "I Accept" during the registration process, you are entering into a legally binding agreement with Voicecastnetworks.com, based on the terms of (i) these Terms of Use, which is hereby incorporated by reference (together, the "Agreement") and (ii) such other legal notices as may be posted on the Site from time to time. The legally binding terms of the Agreement set out your rights, obligations, and restrictions regarding your use of our site.

***BY BECOMING A USER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ALL OF ITS PROVISIONS.***

If you do not want to conclude the Agreement, do not become a User, do NOT register with the Site, and do not access, view, download, or otherwise use any portion of the Site, information, or Services.

## **3. APPLICABLE LAWS AND UPDATES TO THIS AGREEMENT**

You are only authorized to use the Site if you agree to abide by all applicable laws and this Agreement, as may be amended from time to time.

We may change or update these Terms of Use from time to time, with or without notice, and any such modifications shall be effective upon posting on the Site. Your use of our Site after a change has been posted signifies your agreement to any such changes; however, you may be required to agree to the updated Agreement to maintain your Membership. You should review the Agreement periodically to make sure you are up to date on any changes.

Please email [info@voicecastnworks.com](mailto:info@voicecastnworks.com) for the immediately prior version of these Terms of Use.

#### **4. YOU MAY USE THE SITE:**

- as an actor, voice talent, or other artists ("Talent");
- as a band or performance troupe of two or more members (a "Group");
- as the professional representative (e.g., a talent agent or

manager), a Talent, or a Group; or as a casting director; or on behalf of a company or other legal entity such as an agency, management company, casting director, or production company (each, an "Industry Professional Entity")

If you are using the Site on behalf of an Industry Professional Entity or other organization, which may have a separate agreement with us, you are nevertheless individually bound by this Agreement as an individual User.

#### **5. ELIGIBILITY FOR MEMBERSHIP AND ABILITY TO ACCEPT TERMS OF USE**

To be eligible for Membership, you must meet the following criteria, and you represent and warrant that you:

- are of the age of majority in your country of residence; or
- are Talent, a Group, or an Industry Professional Entity meeting

the criteria established by us to qualify for membership as set

forth in this Agreement or in any legal notice; or

- are the Registering Adult (as defined in "Special Note About

Minors") registering and maintaining a Membership on behalf of a minor;

- are not currently restricted from using the Services or not otherwise prohibited from being a User;

- have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party or any applicable law;

- - are not a competitor of Voicecastnetworks.com or are not using the Site for reasons that are in competition with Voicecastnetworks.com;
- - will respect and not violate any rights of Voicecastnetworks.com, including Voicecastnetworks.com copyrights, trademark rights, and other intellectual property rights; and
- - are solely responsible for any and all equipment, software, and Internet access necessary to use the Site and any associated costs.

During the Membership registration process, you will be prompted to provide personal information that allows us to know who you are, such as your full name, age, street address, email address, and phone number, as well as additional optional information such as racial and/or ethnic background, and pictures (collectively, "Registration Information").

By using the Site, you represent and warrant that: (i) all Registration Information you submit is truthful, accurate, current, and complete; (ii) you will maintain the accuracy of such Registration Information by updating and revising it promptly; and (iii) your use of the Site does not violate any applicable law or regulation.

In the event you are an Industry Professional Entity providing Registration Information on behalf of Talent (that is, any actor or other artist you represent or on whose behalf you work), you warrant and represent that you have full authority to represent such Talent and provide us with the Registration Information and any other personally identifying information of such Talent, including a valid parent/guardian authorization where required by law.

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You authorize Voicecastnetworks.com to make any inquiries, either directly or through third parties, that we consider necessary to validate your

Registration Information. Voicecastnetworks.com reserves all rights to take legal action against anyone that provides inaccurate, false, or incomplete personal information or is otherwise untruthful about their identity and to suspend or cancel a Membership established using such information. Notwithstanding the foregoing, you acknowledge that Voicecastnetworks.com cannot guarantee the accuracy of any information submitted by any Site User, including any identity information about any User. **Special Note About Minors**

We do not allow Talent or members of groups under the age of majority in their country of residence (a "minor") to directly establish their own profiles on the Site. All Users who are minors may only post profiles on the Site if they are represented by an adult talent agent or other Industry Professional Entity, the parent or legal guardian who has

registered on their behalf and who maintains the profile on their behalf ("Registering Adult"). We reserve the right to add special protections, including tracking and recording visits/views, for the profiles and/or Membership accounts of Users who are minors for security purposes. Although we cannot absolutely control whether minors gain unauthorized access to our Site, your profile may be deactivated, and your Membership may be terminated without warning if we believe that you are a minor in your country of residence and we do not have satisfactory proof or assurances that your Membership is maintained on your behalf by a Registering Adult.

## **6. MEMBERSHIP SECURITY AND UNAUTHORIZED USE**

You are fully responsible for all activities conducted through your Membership. During the registration process, you will also be asked to enter a password. You are entirely responsible for maintaining the security of your password. You agree not to use another Member's account or password at any time, not to let an unauthorized third party use your membership, and not to 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 password.

Your disclosure of your password to any other person is entirely at your own risk.

If a Talent of the age of majority advises Voicecastnetworks.com that he/she is no longer represented by an Industry Professional Entity who established or maintained a Membership on the Talent's behalf, Voicecastnetworks.com will either turn control of the Membership over to Talent (subject to Talent's direct acceptance of the Terms of Use, as applicable) or to another Industry Professional Entity which has Membership, as directed by Talent. If the Talent is not of the age of majority, under these circumstances, the Membership account may be transferred to the Talent's parent or legal guardian or terminated at Voicecastnetworks.com sole discretion.

Although Voicecastnetworks.com will not be liable for your losses caused by any unauthorized use of your Membership, you may 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 account or prove that your account security was compromised due to no fault of your own.

## **7. PRIVACY**

Please note that certain information, statements, data, and content (such as photographs) which you may submit to the site might, or are likely to, reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you.

You acknowledge and agree that your submission of any information, statements, data, and content to us is voluntary on your part and subject to our Privacy Policy.

Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information sent to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

***VOICECASTNETWORKS.COM IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU TRANSMIT TO OR POST ON THE SITE.***

## **8. DISCLOSURE OF USER INFORMATION**

You acknowledge, consent, and agree that we may access, preserve, and disclose your Registration Information and any other information you

provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to (1) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of a third party, whether or not such third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of the Site, our Users or the public.

## **9. FEES**

You acknowledge that we reserve the right to charge for use and/or access to some or all aspects of the Site or for Services. If you purchase any Services that we offer for a fee, either on a one-time or subscription basis ("Paid Services"), you agree that Voicecastnetworks.com (or its authorized service providers) may store your payment card information. You also agree to pay the applicable fees for the Paid Services (including, without limitation, periodic fees for paid accounts) as they become due, plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the date you cancel your subscription to the Paid Services.

However, if your Membership is terminated per Section 19 "Suspension And Termination" as a result of your breach of this Agreement (including failure to pay fees when due), your access will be terminated with or without notice, and you shall not be entitled to the refund of any unused portion of fees.

## **10. ACCESS TO AND USE OF THE SITE**

### **Ability To Access**

Subject to your compliance with this Agreement, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable right to access through a generally available web browser or mobile device (but not through scraping, spidering, crawling, or other technology or software used to access or harvest data without the express written consent of Voicecastnetworks.com), view information and use the Site and the Services, as we intend such information, the Site, and the Services to be accessed, viewed



and used. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Site and all related items.

### **Limitations On Access**

Voicecastnetworks.com will allow you access to the Site as it may exist and be available on any given day, and we have no other obligations except as expressly stated in this Agreement. We have the right at any time for any reason or no reason to interrupt the availability of some or all aspects of the Site, suspend or terminate your Membership per the section on "Suspension and termination," terminate this Agreement, and/or modify, replace, refuse access to, suspend or discontinue any and all current or future access to and use of the Site or the Services in whole or in part, or change or modify our fees for all or part of the Paid Services in our sole discretion, without notice or liability to you. Any such change shall be effective upon posting on the Site or by direct communication to you unless otherwise noted.

You agree that Voicecastnetworks.com will not be liable for any interruption of the Site, delay, or failure to perform, and you understand that except as may be otherwise specifically provided for in this Agreement, you shall not be entitled to any refunds of fees for interruption of service or failure to perform.

Voicecastnetworks.com further reserves the right to withhold, remove and or discard any Content available as part of your Membership account, with or without notice, if deemed by Voicecastnetworks.com to be contrary to this Agreement. For the avoidance of doubt, Voicecastnetworks.com has no obligation to store, maintain or provide you a copy of any content you or other Users provide when using the Site.

## **11. NOTIFICATIONS AND SERVICE MESSAGES**

For purposes of service messages and notifications about the Site to you, notice shall consist of an email from Voicecastnetworks.com to an email address associated with your Membership account, even if we have

other contact information. You also agree that Voicecastnetworks.com may communicate to you about your Membership account or Services you have



requested through your Membership account or through other means, including email, mobile number, telephone, or delivery services, including the postal service. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Site or your Membership account.

## **12. NON-COMMERCIAL USE**

The Site is for the personal use of Users and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Illegal and/or unauthorized use of the Site, including collecting names and/or email addresses of Users by electronic or other means to send unsolicited email or unauthorized framing of or link to the Site, is prohibited. Commercial advertisements, affiliate and third-party links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of Membership, at our sole discretion. Appropriate legal action may be taken for any illegal or unauthorized use of the Site.

## **13. LINKS TO THIRD-PARTY SITES**

The Site may include links to third-party web sites ("Third Party Sites"). You are responsible for deciding whether you want to access or use a Third Party Site. You should review any applicable terms of use and/or privacy policy of a Third Party Site before using it or sharing any information with it. Voicecastnetworks.com is not responsible for and does not endorse any features, content, advertising, products, or other materials on or available from Third Party Sites.

## **14. CONTENT**

You acknowledge that: (i) by using the Site, you may have access to pictures, digital images, graphics, music, video, audio, text, computer code, and other creative output (collectively, "Content"); and (ii) this Content includes Content owned or licensed by Voicecastnetworks.com ("Voicecastnetworks.com Content"), or owned or licensed by Users.

You acknowledge that Voicecastnetworks.com, Voicecastnetworks.com licensors, and Users have rights in their respective Content under copyright

and other applicable laws and treaty provisions and that except as described in this Agreement, such rights are not licensed or otherwise transferred to you by mere use of the Site or a given Service. You accept full

responsibility and liability for using any Content in violation of any such rights.

Voicecastnetworks.com may, but has no obligation to, pre-screen or monitor the Site, its Content, or the Services for inappropriate Content or conduct at any time, and Voicecastnetworks.com may delete any Content that violates these Terms of Use, as determined by Voicecastnetworks.com in its sole discretion. However, if Voicecastnetworks.com chooses to pre-screen or monitor Content, Voicecastnetworks.com nonetheless assumes no responsibility for such Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. You understand that when using the Site, you will be exposed to Content from various sources, and that Voicecastnetworks.com is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. While users are obligated and permitted to post only accurate content, you further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or that contains errors or omissions, and you agree to waive and hereby do waive, any legal or equitable rights or remedies you have or may have against Voicecastnetworks.com with respect thereto.

## **Your Ownership Of Content**

You retain copyright and other intellectual property rights concerning the Content that you submit or transmit to or display on or through the Site or any Service, to the extent that you have such rights under applicable law.

## **Deletion Of Your Content**

You may request the deletion of your Content at any time by contacting us at [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com); however, if you have shared Content with others, Voicecastnetworks.com has no control over their ability to store, copy, redistribute, or otherwise access or use your Content. Further, you acknowledge that removed Content may persist in backup copies for a

reasonable period of time (but will not be available to others) and/or on third-party sites over which Voicecastnetworks.com has no control.

## **Our Use Of Your Content**

***THE FOLLOWING RIGHTS AND LICENSES THAT YOU GRANT TO VOICECASTNETWORKS.COM SOLELY APPLY TO AND ARE ONLY IN CONNECTION***

***WITH VOICECASTNETWORKS.COM SITES, SERVICES, BUSINESS, SUCCESSORS, AND ASSIGNS.***

Unless and until you request deletion of your Content as provided and subject to the provisions herein, by submitting, transmitting, or

displaying your Content to or through any area of the Site or Services, you automatically grant (and represent and warrant that you have the right to grant) to Voicecastnetworks.com a worldwide, sublicensable, assignable, perpetual, non-exclusive, fully paid-up and royalty-free, limited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, modify and delete your Content.

Further, unless and until you request deletion of your Content as provided and subject to the provisions herein, you agree to grant to Voicecastnetworks.com a worldwide, sublicensable, assignable, perpetual, non-exclusive, fully paid-up, and royalty-free, limited right and license to exercise the copyright, publicity, and database rights you have in your Membership information, including any data or other information generated by your Membership activity, in any media now known or not currently known, per our Privacy Policy.

You understand and agree that the rights licenses you grant to us above include a right for us to make your Content available for viewing by other Users and that, in performing the required technical steps to provide the Site and the Services to our Users, we may modify or adapt your Content to transmit, display or distribute it over computer networks, in various media, and to devices.

***THIS LIMITED LICENSE DOES NOT GRANT VOICECASTNETWORKS.COM THE RIGHT TO SELL OR OTHERWISE***

***DISTRIBUTE YOUR CONTENT OUTSIDE OF THE SITE OR SERVICES WITHOUT YOUR PRIOR WRITTEN CONSENT.***

You also understand and agree that: (a) you are solely responsible for understanding and complying with all copyright, patent, trademark, trade secret, and other intellectual property or other laws that may apply to your Content hereunder; (b) you are solely responsible for, and Voicecastnetworks.com will have no liability in connection with, the legal consequences of any actions or failures to act on your part while using the Site, including without limitation any legal consequences relating to your intellectual property

rights; and (c) Voicecastnetworks.com acknowledgment hereunder of your intellectual property rights in your Content does not constitute a legal opinion or legal advice but is intended solely as an expression of Voicecastnetworks.com intention not to require Users of the Site to forego certain intellectual property rights concerning Content they submit, transmit, or display, subject to the terms of this Agreement.

By providing Content to us, you represent and warrant that you own such Content or otherwise have the right to grant us the license set forth

in this section; that the Content is accurate and not confidential; and the submission, transmission, posting, and use of your Content on the Site 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).

You agree that, even though you may retain certain copyright or other intellectual property rights concerning Content you upload while using the Site, you do not own the Membership you use to access the Site, nor do you own any data Voicecastnetworks.com stores on Voicecastnetworks.com servers (including without limitation any data representing or embodying any or all of your Content). Your intellectual property rights do not confer any rights of access to the Site or any rights to data stored by or on behalf of Voicecastnetworks.com.

**Your Use Of Content**

Content (including comments about Content, your profile, and other topics on the Site that are submitted by Users) available through the Site is

provided to you "AS IS" for your information and personal use only, and may not be used, downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose other than as expressly permitted in these Terms of Use including, without limitation, to any Third Party Site and/or for any commercial purposes, except as permitted by the normal functionality of the Site without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site and Content.

You may access and use Content only as permitted under this Agreement, including, without limitation, complying with the User Code of Conduct. You agree not to circumvent, disable or otherwise interfere with security-related

features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein. **Our Ownership Rights**

All right, title, and interest in and to the Site (including Voicecastnetworks.com's own Content) and Services is and will remain the exclusive property of Voicecastnetworks.com and its licensors. The Site and Services are protected by copyright, trademark, patent, trade secret, and other laws of both the United States and foreign countries. We hereby grant you a limited, revocable, non-sublicensable license to reproduce and display the Voicecastnetworks.com Content (excluding any software code) solely for your personal use in connection with viewing the Site and using the Services Voicecastnetworks.com reserves all rights not expressly granted in and to the

Voicecastnetworks.com Content and the Site. Any feedback, comments, ideas, concepts, or suggestions you may provide regarding the Site or Services is entirely voluntary, and we will be free to use such feedback, comments, ideas, concepts, or suggestions for any purpose whatsoever, in any media, throughout the world, and in perpetuity, and without any compensation, attribution or other obligation to you.

## **15. SOFTWARE USE RESTRICTIONS**

You acknowledge that any software and related documentation that may be available to download from the Site (the "Software") is a copyrighted work owned or licensed by a Voicecastnetworks.com Party (as defined herein) and that you do not acquire any ownership rights by downloading the

software. You agree that your use of the Software is governed by the terms of the license agreement that accompanies or is included with the Software (the "License Agreement"). Except as outlined in the applicable License Agreement, any further copying, reproduction, or redistribution of the Software is expressly prohibited.

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

## **16. USER CODE OF CONDUCT**

**You have a nonexclusive, limited, revocable license to use the Site while you are in compliance with this Agreement. You agree to abide by the rules of conduct set forth below and other rules prohibiting illegal and other practices that Voicecastnetworks.com deems harmful.** We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this User Code of Conduct or any other part of these Terms of Use, including, without limitation, removing the violating Content or communication from the Site and terminating the Membership of such violators with or without notice (as outlined in Section 19 "Suspension And Termination").

### **You Agree That You Shall:**

- Use the Services in a professional manner.
- - Provide complete and accurate Registration Information to us and update it as necessary.
- - Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, decency and obscenity laws, export control laws, tax laws, and regulatory requirements;
- - Review and comply with our Privacy Policy; and
- - Review and comply with notices sent by Voicecastnetworks.com concerning the Site and Services.

## **You Agree That You Shall Not:**

- - Take any action or upload, post, e-mail, or otherwise transmit Content that infringes or violates any third party rights or violates any law or regulation;
- - Impersonate any person or entity without their consent, including, but not limited to a Voicecastnetworks.com employee, contractor, agent, or representative or falsely states or otherwise misrepresents your affiliation with a person or entity;
- - Transmit, post, or e-mail any misleading or false professional opportunities in your profile or elsewhere on the Site;
- - Abuse the Site messaging services;
- - Include information in your profile or elsewhere on the Site that reveals your or any other individual's identity or sensitive personal information or information that is confidential in nature, such as government identifiers like Social Security numbers, Tax ID numbers, or Medicare numbers, except where you have voluntarily provided it to us in the optional, designated fields for that information or where its collection is required by law.
- - Create a Membership profile for anyone other than a natural person except as expressly permitted by the terms of this Agreement;
- - Make unauthorized use of any trademarks, service marks, or logos owned by Voicecastnetworks.com (each a "Voicecastnetworks.com Trademark"), including, without limitation, using a Voicecastnetworks.com Trademark in any business name, email, or URL, or posting or displaying a Voicecastnetworks.com Trademark on any website without the express prior authorization;
- - Adapt, modify or create derivative works based on the Site or technology underlying the Site or Services, or any Content or other materials therein, in whole or part;
- - Utilize information, Content, or any data you view on and/or obtain from the Site on any Third Party Site, including, without limitation,



to provide any service that is competitive, in Voicecastnetworks.com's sole discretion, with the Site or the Services;

- - Attempt to or actually transmit or post a link to another website within your Membership profile or anywhere else on the Site;
- - Take any actions or upload, post, e-mail, or otherwise transmit

Content that contains any viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

- - 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 like "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that Voicecastnetworks.com considers in its sole discretion to be of such nature;
- - Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- - Attempt to or actually override any security component included in or underlying the Site;
- - Attempt to or actually access the Site or any Member's Membership account or password, except as expressly permitted by the terms of this Agreement and/or other than through the interfaces provided by the Site;
- - Use manual or automated software, devices, scripts, robots, and other means or processes to access, "scrape," "crawl," or "spider" any web pages or other Services contained in the Site;
- - Collect, use, rent, lease, trade, share or transfer any information, including but not limited to, personally identifiable information, obtained from the Site or of non-Users, except as expressly permitted

in this Agreement or as the owner of such information may expressly permit;

- - Take any action or upload, post, e-mail, or otherwise transmit Content or any other communication to another User that, as

determined by Voicecastnetworks.com in its sole discretion, causes tort, is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; and

- - Stalk, abuse, or attempt to abuse, or otherwise harass, as determined by Voicecastnetworks.com in its sole discretion, another User or any Voicecastnetworks.com Party (e.g., a Voicecastnetworks.com employee).  
Any

violation by you of the terms of the foregoing sentence may result in immediate and permanent suspension or cancellation of your Membership without notice; or

- - Engage in any other behavior that Voicecastnetworks.com, in its sole discretion, deems contrary to its purpose.

## **17. DEALING WITH OTHER MEMBERS; LIMITATION OF LIABILITY**

### **Service Provider**

Voicecastnetworks.com is a service provider, which means, among other things, that we do not control each and every aspect of the Site. You acknowledge that Voicecastnetworks.com is a service provider that may offer Users opportunities to interact on and through the Site regarding topics and content chosen by other Users. Generally, we do not regulate Users' interactions with the Site or communications with each other on the Site. As a result, we have limited control, if any, over the quality, safety, morality, legality, truthfulness, or accuracy of various aspects of the Site.

### **Communications With Users**

You are solely responsible for your interactions with other Users.

Voicecastnetworks.com may limit the number of interactions you may have with other Users through the Site or views of Membership profiles and may, in certain circumstances, prohibit you from contacting other Users through

the use of the Services or otherwise limit your use of the Site. Voicecastnetworks.com reserves the right to terminate your Membership account if we determine, in our sole discretion, that doing so is necessary to enforce this Agreement.

## **Release**

As a condition of access to our Site, you release Voicecastnetworks.com, Inc. and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors, and distributors (each a "Voicecastnetworks.com Party" and collectively, the "Voicecastnetworks.com Parties") from claims, demands and damages (actual and consequential) 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 Site Users.

## **User Disputes**

You further understand and agree that: (i) Voicecastnetworks.com will have the right but not the obligation to resolve disputes between Users relating to the Site, and Voicecastnetworks.com's resolution of any particular dispute does not create an obligation to resolve any other dispute; (ii) to the extent Voicecastnetworks.com elects to resolve such disputes, it will do so in good faith based solely on the general rules and standards of the Site and will not make judgments regarding legal issues or claims; (iii) Voicecastnetworks.com ' resolution of such disputes will be final concerning the Site but will have no bearing on any real-world legal disputes in which Users of the Site may become involved; and (iv) you hereby release the Voicecastnetworks.com Parties from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with Voicecastnetworks.com ' resolution of disputes relating to the Site.

## **18. SUSPENSION AND TERMINATION**

### **How To Terminate Your Membership Account**

This Agreement shall remain in full force and effect while you use the Site or are a Member. You may cancel your Membership at any time, for any reason, by logging into your account and clicking on the subscription link, and selecting cancel. You may also contact us at [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com). Termination of your Membership will be effective upon the Site processing your request.

On your election to cancel, your Membership will generally be canceled within 2 business days; however, if you have paid for access to certain Paid Services in advance through a specific date, you will be permitted to access and use those Paid Services through that date.

Only Voicecastnetworks.com or the party paying for the Paid Services on your behalf may terminate your access to any Paid Services. Terminating your Membership account includes disabling your access to the Site and may also bar you from any future use of the Site.

### **Misuse Of The Services**

Voicecastnetworks.com may suspend, terminate or cancel this Agreement or your Membership at any time, for any or no cause, without warning. Such suspension, termination, or cancellation shall be effective immediately or as may be specified in any notice.

In addition, and without limiting the foregoing, Voicecastnetworks.com may, at its sole discretion and with or without notice, in response to any violation of this Agreement (including, without limitation, violating the User Code of

Conduct): (1) place a User on probation on terms established by Voicecastnetworks.com in its sole discretion; (2) restrict or suspend the User's account; and/or (3) terminate the User's account.

If Voicecastnetworks.com suspends or terminates your Membership or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees, any Content or data associated with your Membership, or for anything else.

If a User is placed on probation, suspended, or terminated, and the User is believed to have re-registered or attempted to have re-registered with the Site (including under a new name), that User may be permanently barred from the Site without recourse.

**VOICECASTNETWORKS.COM** has adopted a policy of permanently barring without recourse and/or terminating accounts of Users who, in **VOICECASTNETWORKS.COM** sole discretion:

- - **Falsely represent that they are a talent agent, talent manager, casting director, or other Industry Professional Entity; or**
- - **Are deemed to be repeat infringers under the United States Copyright Act.**

In addition, [Voicecastnetworks.com](http://Voicecastnetworks.com) may block access to the Site or Services from an IP address or range of IP addresses associated with those of terminated Users.

## **19. DISPUTES**

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In the event a dispute arises between you and [Voicecastnetworks.com](http://Voicecastnetworks.com), we want to provide you with an efficient, neutral, and cost-effective means of resolving the dispute. To this end, you and [Voicecastnetworks.com](http://Voicecastnetworks.com) agree to resolve any claim or controversy at law or in equity that arises from or relates to this Agreement or our Site (a "Claim") under the subsections below.

### **Governing Law**

This Agreement and the relationship between you and [Voicecastnetworks.com](http://Voicecastnetworks.com) shall be governed in all respects by the laws of the State of California without regard to conflict of law principles.

### **Notice Of Claims**

You agree to give [Voicecastnetworks.com](http://Voicecastnetworks.com) no less than 60 days' notice of your intention to file any Claim so that you and [Voicecastnetworks.com](http://Voicecastnetworks.com) may attempt to settle such Claim outside of formal court or arbitration proceedings.

### **Arbitration**

All Claims shall be submitted to binding arbitration by a single arbitrator from JAMS, or another established alternative dispute

resolution ("ADR") provider chosen by the applicable Voicecastnetworks.com Party (as defined herein). The arbitration proceeding will be located in Los Angeles, California, or New York, New York, at the election of the Voicecastnetworks.com Party and will be conducted under the ADR provider's rules and procedures applicable to the arbitration of commercial disputes, as such rules and procedures are then in

effect. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any claim or action for indemnification, contribution, interpleader, or injunctive relief arising from a Claim shall not be subject to arbitration.

### **Improperly Filed Claims**

All Claims you bring against Voicecastnetworks.com must be resolved under this Dispute Resolution Section. All Claims filed or brought contrary to this Dispute Resolution Section shall be considered improperly

filed. Should you file a Claim contrary to this Dispute Resolution Section, Voicecastnetworks.com may recover attorneys' fees and costs of up to one thousand U.S. Dollars (\$1,000.00 USD), provided that Voicecastnetworks.com has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

## **21. DISCLAIMERS OF WARRANTY**

### **No Liability For Accumulated Content**

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, and, as a result, the contents of this section may not apply to you.

When using the Site, you may accumulate Content that resides as data on Voicecastnetworks.com servers. This data and any other data, Membership history, and User names residing on the Site's servers may be deleted, altered, moved, or transferred at any time for any reason at Voicecastnetworks.com's sole discretion.

You acknowledge that notwithstanding any copyright or other rights you may have concerning Content you upload, transmit, display, and/or create using the Site, and notwithstanding any value attributed to such Content or

other data by you or any third party, VOICECASTNETWORKS.COM DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS (SUBJECT TO ANY UNDERLYING INTELLECTUAL PROPERTY RIGHTS IN THE CONTENT), ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON VOICECASTNETWORKS.COM SERVERS.

You understand and agree that Voicecastnetworks.com has the right, but not the obligation, to remove any Content (including your Content) in whole or

in part at any time for any reason or no reason, with or without notice, and with no liability of any kind.

**The Site Is Provided "As Is"**

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, and, as a result, the contents of this section may not apply to you.

Voicecastnetworks.com provides the Site, your Membership, and all other Services strictly on an "AS IS" and "AS AVAILABLE" basis, provided at your own risk and, to the fullest extent, permissible under applicable law, VOICECASTNETWORKS.COM HEREBY 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. Without limiting the foregoing, Voicecastnetworks.com makes no warranty as to the quality, accuracy, completeness, and validity of any information or content you access or receive in connection with the Site or Services or that your use of the Site will meet your requirements. Do not rely on the Site, any information therein, or its continuation. If you are dissatisfied or harmed by the Site or anything related to the Site, you may close your account and terminate this agreement under the section on "Suspension and termination," and such termination shall be your sole and exclusive remedy.

Voicecastnetworks.com is not responsible and makes no representations or warranties for delivering any messages sent through the Site to anyone. In addition, we neither warrant nor represent that your use of the Site will



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

Voicecastnetworks.com does not have any obligation to verify the identity of the persons subscribing to the Services, nor does it have any obligation to monitor the use of its Services by other Users; therefore, Voicecastnetworks.com disclaims all liability for identity theft or any other access to or misuse of your identity or information.

Voicecastnetworks.com does not guarantee that the Site will function without interruption or errors in functioning, or be virus-free, or that any errors or defects on the Site will be corrected. In particular, the Site's operation may be interrupted due to maintenance, updates, or system or network failures. Voicecastnetworks.com disclaims all liability for damages

caused by any such interruption or malfunctioning errors. Furthermore, Voicecastnetworks.com disclaims all liability for any malfunctioning, the impossibility of access, or poor use conditions of the Site due to inappropriate equipment, disturbances related to Internet service providers, the saturation of the Internet network, and for any other reason.

## **22. LIMITATIONS OF LIABILITY; INDEMNIFICATION**

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, and, as a result, the contents of this section may not apply to you.

IN NO EVENT SHALL THE VOICECASTNETWORKS.COM PARTIES OR THEIR RESPECTIVE SUPPLIERS, LICENSORS, OR DISTRIBUTORS IN HOSTING, OPERATING, OR DELIVERING THE SITE OR SERVICES BE 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, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SITE (INCLUDING ITS MODIFICATION OR TERMINATION), YOUR MEMBERSHIP (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT VOICECASTNETWORKS.COM 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 VOICECASTNETWORKS.COM CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED FIVE TIMES THE MOST RECENT MONTHLY FEE THAT YOU PAID FOR A PAID SERVICE, IF ANY, OR U.S. ONE HUNDRED DOLLARS (U.S. \$100.00), WHICHEVER IS GREATER.

You agree to defend, indemnify and hold harmless the Voicecastnetworks.com Parties for all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, arising from, relating to, or caused by (a) your use of the Site and Services, (b) your failure to comply with this Agreement, including, without limitation, your submission of Content that violates third party rights or applicable laws, and (c) your Membership.

### **23. ACTS CONTRARY TO THE AGREEMENT**

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with

detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, although we are under no obligation to do so.

### **24. ACCESS FROM OUTSIDE OF THE UNITED STATES; EXPORT CONTROL**

This Site is controlled and operated by Voicecastnetworks.com from its offices within the United States. Voicecastnetworks.com makes no representation that materials in the Site or 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 this Site or the Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. If you use this Site or the Services from other

locations, you are responsible for compliance with applicable local laws, including, but not limited to, the export and import regulations of other countries. Your use of the Site and Services, including our Software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not ó directly or indirectly ó sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving United States origin products, including services or software.

## **25. GENERAL PROVISIONS**

### **Entire Agreement**

This Agreement is accepted upon your access and use of the Site and is further affirmed by you becoming a Member and maintaining a Membership. You agree that this Agreement constitutes the entire, complete, and exclusive agreement between you and us regarding the Site and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy, or precedent concerning the subject matter of this Agreement. **Section Titles, Severability**

The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified to render it enforceable and effective to the maximum extent possible to effect the intent of the provision; and if a court or arbitrator finds the modified provision unlawful, void or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected in any way.

### **Survival**

The terms of this Agreement shall survive any termination for any reason, except the following sections and subsections: Section 10 "Access to and Use of the Site" and Section 18, Subsection "Communications with Users".

### **No Injunctive Relief**

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Site, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Site or any Content or other material used or displayed through the Site.

### **No Waivers**

Our failure to act concerning a breach by you or others does not waive our right to act for that breach or subsequent or similar breaches.

No consent or waiver by Voicecastnetworks.com under this Agreement shall be deemed effective unless delivered in a writing and signed by a duly appointed officer of Voicecastnetworks.com. Notwithstanding anything else in this Agreement, no default, delay, or failure to perform on the part of Voicecastnetworks.com shall be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond the reasonable control of Voicecastnetworks.com.

### **Notices**

Voicecastnetworks.com may give notice to you through a general notice on our Site, 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 this Agreement, shall be:

- sent via E-MAIL requesting a read delivery receipt

Additionally, Voicecastnetworks.com accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

## Assignment And Delegation

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially, without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Voicecastnetworks.com for any third party that assumes our rights and obligations under this Agreement.

# Voicecast Networks

VOICECASTNETWORKS.COM. Privacy Policy

## 1. ABOUT THIS POLICY

Voicecastnetworks.com, Inc. ("we," "Voicecastnetworks.com," "us," or "our") has a firm commitment to respecting and protecting the privacy of users of the Voicecastnetworks.com website. (each a "Site" and collectively the "Sites"). This Privacy Policy describes how we collect, use, share, and protect the personal information of users of our Sites. By accessing, using, registering with, or providing personal information to the Sites, you explicitly accept, without limitation or qualification, (i) the collection, use, storage, and transfer (including international transfer) in the manner described in this Privacy Policy (as amended from time to time) and (ii) the TERMS OF USE hereby incorporated by reference.

***THIS PRIVACY POLICY AFFECTS YOUR RIGHTS AND LIABILITIES UNDER THE LAW. If you do not agree to the terms of this Privacy Policy, do not access or use the Sites or provide us with personal information.***

The Sites provide a range of content hosting and communication services and seek to connect actors, voice talent, and other artists (collectively, "Talent") with talent agents, managers, casting directors, and other professionals rendering professional services in motion picture, theatrical,

radio, television and other entertainment enterprises (collectively, "Industry Professional Entities"; and along with Talent, "Industry Professionals").

## **2. SPECIAL NOTICE TO TALENT**

There are practical considerations relating to the need for Industry Professional Entities to review certain personal information and to contact Talent for casting purposes. By registering and creating a profile on the Sites, you understand that you are affirmatively choosing to post personal information about yourself, including contact information such as your phone number and e-mail address and physically identifying information such as your height, weight, hair, and eye color. You also have the option to post photographs, videos, and other materials that may allow third parties to personally identify and locate you. This information may be viewable outside of the Sites via web search engines, which are outside of our control. By registering as a Member of the Sites and submitting any such information, you acknowledge and agree that such personal information may be revealed to other Site members and the public and that you are aware of the risks inherent in so doing.

## **3. SPECIAL NOTE ABOUT MINORS**

We are particularly concerned about the safety and privacy of all of our users, particularly individuals under the age of 18. We do not knowingly collect personal information directly from children under the age of 13, nor do we allow users under the age of 18 to directly establish their own profiles on the Site. As explained further in our TERMS OF USE, all users under the age of 18 may only post profiles on the Site if they are represented by an adult agent or other authorized Industry Professional Entity or by a parent or legal guardian who has registered on their behalf and who maintains the profile on their behalf (the "Registering Adult"). If we

become aware that a profile has been established for an individual under the age of 18 without a Registering Adult, we will take steps to terminate such profile and remove any corresponding information.

Users under the age of 18 may monitor and modify their profile and personal information posted on the Site under the supervision of the Registering Adult.

## **4. SCOPE OF THIS PRIVACY POLICY**

This Privacy Policy applies solely to the Sites

## 5. PRIVACY POLICY UPDATES

Voicecastnetworks.com may modify, supplement or replace this Privacy Policy from time to time, and may do so at our discretion, consistent with applicable data protection laws and rules. Any revisions to our Privacy Policy will be posted here, as well as a notice in a prominent location on the Sites, if we have a way and are legally permitted to do so, we will make an effort to contact you by email in the event this Privacy

The policy is materially changed. You are required to agree to the terms of the Privacy Policy to maintain your Site membership. Any revised policy will supersede and replace previous privacy policies, effective as of the date on which it is posted. Your use of the Sites after any revised Privacy Policy has been posted represents and confirms your consent and agreement to all such changes.

Please email [INFO@VOICECASTNETWORKS.COM](mailto:INFO@VOICECASTNETWORKS.COM) for the immediately prior version of this Privacy Policy.

## 6. THIRD-PARTY LINKS

The Sites may contain links to websites operated by third parties ("Third Party Sites") that are outside of our control and are not covered by this Privacy Policy. We do not endorse and are not in any way responsible for the privacy policies, content, and/or practices of such Third Party Sites. You should review the privacy policy of all Third Party Sites so you can understand how they collect, use, store and transfer or share your personal information.

## 7. TYPES OF INFORMATION WE COLLECT

We may collect different types of information on our Sites, including personal information, financial information, demographic information, and log data, as each is defined below. Sometimes we collect combinations of all these types of information. In each case, it is indicated on the Site whether any personal or demographic data must be provided for you to access and use the requested service. **Personal Information**



"Personal information" is personal data that may be used to identify you or any other person to whom the information may relate, personally, this may include name, title, occupation, postal or physical address, telephone number, e-mail address, government identifiers, and other information required to carry out a transaction, provide a service or deliver a product you have requested. Depending on where you are based, personal information may also include your Internet Protocol (IP) address and other information related to your computer. This may also include information about third parties, such as references or contacts (for example, a director or photographer with whom you have worked previously) that you provide to us if you have their express written consent to do so.

The collection and use of your personal information may be necessary for us to provide you with positive and customized experience on the Sites, to provide you with a product or service, to communicate with you, or maintain our relationship with you. We do not collect your personal information unless you or someone who is expressly authorized by you (such as your agent or manager, or if you are under 18, the Registering Adult) chooses to provide it to us. We will tell you why we wish to collect the personal information when prompted on the Site.

You are not required to give us any personal information to read the content portions of our Sites. However, please note that if you choose not to provide us with personal information, you may not be able to use certain functions and features of our Site.

***We ask that you do not enter personal information into your profile except in the fields provided for that information.***

We will **not** collect sensitive information about you (such as information about your health or medical history; ethnic origin; political or religious beliefs; trade union, guild, or other professional association memberships; sexual orientation; or criminal record) except where you have voluntarily provided it to us in the optional fields designated for that information or where its collection is required by law.

Note that it is against the Terms of Use to enter or otherwise provide any government identifier (such as a Social Security number, Tax ID number, or Medicare number) in your profile or any other area of the Site except where

you have voluntarily provided it to us in the optional fields designated for that information.

If we become aware that you have provided any government identifiers in your profile in fields not designated for that information or anywhere else on the Site, we reserve the right to immediately delete that information following our TERMS OF USE.

## **Financial Information**

"Financial information" is information that you provide to us, including your debit or credit card number and related billing information. We require such financial information to process payment for the purchase of a product or service on the Sites that you have requested. We also may require Talent to submit financial information to use and access the Sites.

By submitting your financial information, you consent to our providing it to those Authorized Third Parties (as later defined) as necessary to support and process your transactions and your credit card issuer/banking institution for their purposes. Financial information is not copied or stored in our systems and is protected as it is processed.

We ask that you do not enter financial information into your profile except in the fields provided for that information.

## **Demographic Information**

"Demographic information" is information that you may submit, or we may collect that is neither personal nor financial. This is information that is not unique to you in the sense that it refers to selected population characteristics and may include but is not limited to your zip code or postal code.

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code, hometown, gender, user name, race or ethnicity, membership in professional guilds such as the Screen Actors Guild, your age, height, and weight.

## **Online Correspondence And Communications**

Subject to the terms of this Privacy Policy, we may collect and store your online correspondence that you send to us, and the content of online communications exchanged between you and other Site members using the tools available on the Sites.

## **8. HOW WE USE YOUR INFORMATION**

We will only use your personal information in the way and for the purposes, we told you about when we collected it. We will not change how your personal information is used unless we have your consent to do so.

We use your information, subject to applicable laws, in the following ways:

- - To allow you to register and create a membership account and profile.
- - To deliver, provide or process payment for a product or service you have requested.
- - To enable you to provide us with feedback, to contact us, and for us to contact you.
- - To administer promotions, you enter, such as a contest or sweepstakes.
- - To allow your participation in activities, such as online discussion groups, communities, and surveys (where available on the Site).
- - To send you maintenance communications to alert you to changes and updates in our Sites, products, and services that may affect you, including updates to our terms of use and Privacy Policy.
- - To send you communications of interest that you have requested, such as emails or text messages about Voicecastnetworks.com, our products and services, targeted marketing, and promotional offers.
- - To customize, measure, and improve our products, services, content, and advertising, including generating internal reports about the use of our Sites.
- - To personalize your overall experience with Voicecastnetworks.com.
- - To enforce our Terms of Use.

## **9. PUBLIC INFORMATION**

Some aspects of the Sites, such as our talent database, may enable third parties to see your personal information and contact you. Profile information may be visible to other Industry Professionals or other third parties who are using the Sites.

Information you post in public areas of the Site (such as a personal web page you host with us) or placed in the searchable talent database may be accessed, used, and stored by others around the world, including countries that might not have legislation that guarantees adequate protection concerning your country of residence. By providing your personal information for inclusion in our database, you acknowledge that you consent to use your information as described in this Privacy Policy. Voicecastnetworks.com is not responsible for third-party use of information that you post or otherwise make available through the searchable talent database or in public areas of the Sites.

## **10. COOKIES AND OTHER TECHNOLOGIES WE USE**

We use cookies, and we may use web beacons and/or website analytics tools to customize your online experience and improve our services. A cookie is a text file that is either stored in your computer's memory temporarily (a "session" cookie) or placed on your hard drive (a "persistent" cookie) by a web page server. Cookies are uniquely assigned to your computer and can only be read by a web server in the domain that issued the cookie to you. For example, we use cookies to allow you to save your password, so you do not have to reenter it each time you visit the Site.

Voicecastnetworks.com Sites may also contain web beacons (also called single-pixel gifs) that may be used to help deliver cookies on our Sites and allow us to track the number of visitors who have visited those pages. You can modify your browser settings to decline cookies or notify you when a cookie is set. However, if you choose to decline cookies, you may not be able to use certain interactive features of our Sites. Note that you can always go back and delete cookies from your browser; however, that means that any settings or preferences controlled by those cookies will also be deleted, and you may need to recreate them. We may also include web beacons or cookies in promotional email messages to track whether messages have been opened and acted upon. Finally, we may use web beacons or cookies, or use third-party analytic tools, to help us compile

aggregate, anonymous statistical information (that is not associated with you as an

individual) about the effectiveness of our Sites' operations or promotional campaigns.

Like other websites, we may use cookies or web beacons to collect information ("Log Data") created by your use of the Sites. Log Data may include information such as pages visited, services accessed, your IP address (where this is not personal information), browser and operating system type, domain names, access times, and referring website addresses. This information is necessary for analyzing the use of resources, troubleshooting problems, for security purposes, preventing fraud, and improving our services and the overall Sites. In the limited instances where Log Data is linked to your personal information, the collection and use will be per the consent you have given or otherwise under applicable laws.

## **11. SHARING OF INFORMATION WITH THIRD PARTIES**

Voicecastnetworks.com does not sell, rent or otherwise share your personal information with any third party for their direct marketing purposes unless we have obtained your prior express consent to do so. You may withdraw your consent to this sharing at any time without charge by submitting your request to opt out to [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com). By submitting your personal information to us, you agree that it, as combined with demographic information or Log Data, may be transferred or disclosed to certain third parties in your country and abroad under the following limited circumstances:

### **Authorized Service Providers**

We may share your information with authorized third parties (such as our vendors) who help with our business operations, including the storage and processing of information for the uses listed in this Privacy Policy, such as authorization of credit card transactions, e-mail origination, receipt of support services, customer relationship management services, analyzing data, providing marketing assistance, order fulfillment and sweepstakes promotion fulfillment, and providing customer service ("Authorized Third Parties"). These Authorized Third Parties may be located in a country

whose data protection laws are different from your country, and we provide Authorized Third Parties only with the minimum amount of information necessary to complete the requested service and perform their functions. We do not allow Authorized Third Parties to use your information for any other purpose, and they may not share that information with any other third party. We will remain the data controller and be responsible for any information shared in this way. We require that Authorized Third Parties adhere to procedures and security measures at least as restrictive as our own, including this Privacy Policy.

### **Aggregated, Anonymized Data**

We may also share aggregated anonymous information about your use of the Sites with Voicecastnetworks.com clients, strategic partners, other Site visitors, and other third parties so that they can understand the kinds of visitors the Sites have and how those visitors use the Sites.

### **Hosted Sites**

We may supply technology, hosting, and related services to casting companies and similar third-party companies to power talent search areas on their websites (sometimes referred to as "Hosted Sites"). Personal and/or demographic information supplied by you directly to such Hosted Sites becomes part of the Voicecastnetworks.com database, but it is not accessible by anyone other than you, Voicecastnetworks.com, and the company concerned unless you have given your consent for further sharing. If you attempt to register with Voicecastnetworks.com after registering with a Hosted Site, Voicecastnetworks.com may recognize your information, and you may be able to use the information you provided to the Hosted Site in your account registration. Information gathered on a page in a Hosted Site area or on a co-branded page may be retained by both Voicecastnetworks.com and the other company. In that instance, the use of your information by the other company will be subject to the Privacy Policy of that company, and Voicecastnetworks.com is not responsible for that company's use of your personal or demographic information.

### **To Comply With Law**

We may need to disclose your personal information to comply with applicable laws and legal processes and/or to exercise our legal rights or

defend against legal claims. Because Voicecastnetworks.com, Inc. is a U.S. company and information collected on our Sites is stored in whole or in part in the United States, your information may become subject to U.S. law. We may also disclose information when we believe, in our sole discretion, such disclosure is necessary or appropriate to investigate, prevent, or take action regarding illegal activities, suspected fraud, and situations

involving potential threats to the physical safety of any person, violations of Voicecastnetworks.com Terms of Use, or as otherwise required by law.

### **Bankruptcy, Change In Ownership**

In addition, if Voicecastnetworks.com should file for bankruptcy or merge with another company, or if Voicecastnetworks.com should decide to buy, sell or reorganize some part or all of its business, we may be required to disclose your personal information to prospective or actual purchasers in accordance with applicable data protection laws.

## **12. A REMINDER ABOUT TALENT PROFILES**

When you create or post a talent profile to the Sites, that talent profile is stored in our talent database in the United States. Once posted, your talent profile will be private, and only third parties with access to our talent database (or copies thereof) will access your talent profile. Industry Professionals or other third parties with access to our searchable talent database may be located in countries whose data protection legislation may not be equivalent to the laws in your

country. For example, your talent profile may be viewed and accessed by Industry Professionals outside the European Economic Area who have access to our database. By making your talent profile, you expressly consent to such access and transfer of your data.

We attempt to limit access to our talent database to legitimate users such as Industry Professional Entities and law enforcement and national security agencies but cannot guarantee that other third parties will not gain access to this database. We cannot control the use made of talent profiles by third parties who access such talent profiles while they are in our database. You may make your profile inaccessible to such third parties from our talent

database by canceling your account at any time by following the instructions in "Cancelling your Account."

### **13. HOW TO OPT-OUT**

To stop receiving marketing communications or promotional offers from Voicecastnetworks.com (including our newsletter) and our third-party marketing partners, you may do any of the following:

- Submit your request by email at [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com)  
Your opt-out request will be processed within 10 business days.

### **14. REVOKING YOUR CONSENT TO THIS PRIVACY POLICY**

If you wish to revoke your consent to this Privacy Policy, please contact us at [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com). However, please note that if you do withdraw your consent, you will not be able to use the relevant services, and your account will be canceled.

### **15. HOW TO ACCESS AND UPDATE YOUR INFORMATION**

We want to make reasonable efforts to ensure that the information we keep for you is up-to-date, complete, and accurate. You have the right at any time, under applicable data protection laws, to access, review, update, or change your account profile information or talent profile that Voicecastnetworks.com maintains for you, on request to Voicecastnetworks.com, except in certain limited circumstances (for example, where applicable law requires us to limit or deny such access). Before providing you with a copy of your personal information or correcting or updating such information, we reserve the right to verify and authenticate your identity and the personal information to which you have requested access. You can use the links immediately below or contact us by email or mail (see the "Contact Us" section at the end of this Privacy Policy for details) to request access to your personal information. Please allow at least 15 business days for your request to be processed.

#### **Updating Your Profile Information**

To update your profile information, you will need to log in to your account. Once you are logged in, click on "Profile" to update your profile information.



## Canceling Your Account

You may cancel your account at any time by emailing us at [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com)

## 16. SECURITY OF YOUR INFORMATION

You are responsible for ensuring that your login credentials (your username and password) are kept confidential, subject to the TERMS OF USE. We also encourage you to take precautions to protect your personal information when you are online. Create strong passwords by using a combination of letters and numbers when creating them, change passwords often, and use a secure browser.

We make commercially reasonable efforts to restrict access to personal information to Voicecastnetworks.com employees, contractors, and agents, including Authorized Third Parties, who need to know that information to operate, develop or improve our services.

These individuals and Authorized Third Parties are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution or other legal action if they fail to meet these obligations.

Voicecastnetworks.com uses an authorized third party to process its credit card payment transactions. When you place an order for a paid service at Voicecastnetworks.com, your credit card information is protected through the use of encryption, such as the Secure Socket Layer ("SSL") protocol, which makes it difficult for your credit card information to be intercepted or stolen while being transmitted. Unfortunately, no security system can be 100% secure; accordingly, we cannot guarantee the security of any information provided to us in connection with the information that we collect through our Sites. Despite our efforts, there remains the possibility that information may be accessed, altered, disclosed, or destroyed due to an unauthorized security breach. In the event of a security breach, if our investigations indicate that there could be significant harm to you due to such unauthorized access or disclosure, we will promptly notify you and the proper authorities under applicable law(s).

Further, one of our primary services is providing you with a platform to display your talent profile widely to maximize your career opportunities. This environment presents a risk that unauthorized third parties will view your information.

## **17. TRANSFER OF PERSONAL INFORMATION, INTERNATIONAL, AND OTHER NOTICES**

The Sites are operated and maintained by Voicecastnetworks.com. If you are visiting the Sites from outside of the United States, please be advised that your information will be transferred to, stored, and processed in the United States, where our servers are located, and our central database is operated.

The data protection and other laws in the United States and other countries might not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected and that we comply with all applicable data privacy laws and regulations.

***By providing us with personal information and using our services, you consent to having your personal information processed in and transferred to our U.S. facilities and to those third parties in accordance with this Privacy Policy.***

Please note that parts of this Privacy Policy may not apply to you if you are in a country or region where certain services are not offered on the country-specific Site.

## **18. CALIFORNIA RESIDENT RIGHTS (UNITED STATES ONLY)**

A California resident who has provided personal information to a business with whom he/she has established a business relationship for personal, family, or household purposes ("California Customer") is entitled to request information about whether the business has disclosed personal information to any third parties for the third parties direct marketing purposes. In general, if the business has made such disclosure of personal information, upon receipt of a request by a California Customer, the business is required to provide a list of all third parties to whom the personal

information was disclosed in the preceding calendar year, as well as a list of the categories of personal information that were disclosed.

However, under the law, a business is not required to provide the above-described lists if the business adopts and discloses to the public (in its Privacy Policy) a policy of not disclosing customer's personal information to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure, as long as the

business maintains and discloses this policy. Rather, the business may comply with the law by notifying the customer of his or her right to prevent disclosure of personal information and providing a cost-free means to exercise that right.

As stated in this Privacy Policy, we do not share information with third parties for their direct marketing purposes unless you give us your prior express consent to such disclosure. If you opt-in to allow us to share your information with a third party for its direct marketing purposes, we will only share information in connection with that specific promotion, as we do not share information with any third party continually. To prevent disclosure of your personal information for use in direct marketing by a third party, do not opt-in to such use when you provide personally identifiable information on one of our Sites. Please note that whenever you opt-in to receive future communications from a third party, your information will be subject to such a third party's Privacy Policy. If you later decide that you do not want that third party to use your information, you will need to contact the third party directly, as we have no control over how third parties use your information. You should always review the Privacy Policy of any party that collects your information to determine how that entity will handle your information. California Customers may request further information about our compliance with this law by e-mailing [info@voicecastnetworks.com](mailto:info@voicecastnetworks.com). Please note that we are only required by law to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this e-mail address.

## **19. CONTACT US WITH COMMENTS OR QUESTIONS**

If you have comments or questions about this Privacy Policy, you can write to us or email us at the email addresses below. Please include your contact information, the name of the Voicecastnetworks.com website,

communication or other services about which you are contacting us, and a detailed description of your request or privacy concern. Please allow at least 15 business days for a response.

You may review our TERMS OF SERVICE again by logging into your account, selecting 'resources,' and selecting 'Terms of Service.'

**INFO@VOICECASTNETWORKS.COM**