

## Terms of Use

By accessing our Website, you accept these Terms of Use. Please read these Terms of Use carefully. If you do not agree with them, you must refrain from using our Website.

### 1. Definitions

"You" means any user of the Website, "we/us" means e-TALENTA, its affiliates and its partners, "Website" means the website located at [www.e-TALENTA.eu](http://www.e-TALENTA.eu), including all its pages, "Content" means the information and other material available on the Website, including excerpts of films and audiovisual works.

### 2. Our Services

e-TALENTA offers a variety of services. Some of these services are available to our users free of charge, others require payment.

Services which e-TALENTA offers voluntarily and free-of-charge can be terminated at any time by e-TALENTA and without any prior notice. The User of such voluntary and free services is not entitled to any claims.

The range of services we offer is continuously expanded and further adapted to our users' requirements. A comprehensive description of the range of services currently offered is available on our Website, where you can select the services you are interested in. The then applicable version of these Terms of Use, including our Privacy Policy, applies to all services offered at any time.

e-TALENTA has the right to apply new technologies that may differ from the ones in use at the beginning of the contract on the condition that these do not diminish the quality of the service.

### 3. Intellectual Property Rights

The Website and any Content are protected by intellectual property rights, such as in particular copyright. "e-TALENTA" and related trademarks are protected in numerous countries.

You acknowledge that all copyright, trademarks and all other intellectual property rights in the Content shall remain vested in us.

You agree to refrain from copying, transmitting, distributing, publishing or commercially exploiting the Website and any part of the Content and to refrain from facilitating third parties to engage in any of these illicit activities. No derivative works of the Website or any parts of the Content may be created without prior permission by e-TALENTA.

You are aware that you are personally and solely responsible for any Content or information that you upload, post or otherwise transmit to the Website or via the Website to any other recipient. You guarantee that information or Content provided by you does not infringe intellectual property rights, such as in particular trademarks and copyright, of third parties. We reserve the right to remove any Content from our Website without prior notice, if we consider such removal necessary to prevent third party claims. For the purpose of prevention of infringements of intellectual property rights, we may monitor or edit the Website or restrict access to it in whole or in part.

By uploading Content, you grant to e-TALENTA an unlimited, royalty-free, sub-licensable, worldwide license to store and make publicly accessible such Content. At the same time, you guarantee that you are entitled to grant such license.

You agree to defend, indemnify and hold harmless e-TALENTA from any claims and expenses, including reasonable legal fees, related to any intellectual property claims by third parties in connection with your use of the Site.

### 4. Warranty and Liability

We provide our Website and the Content on an "as is"-basis, employing due care and professional competence. Any warranties with regard to the Website or the Content are excluded. We cannot, in particular, make any warranties with regard to the completeness, the quality or the accuracy of the Website or the Content. e-TALENTA is not obligated to screen its services for inappropriate content or inappropriate user conduct.

The Website is part of the open Internet. We cannot warrant the permanent accessibility of the Website or availability of our services, and assume no responsibility for damage arising from the loss of data or the inability to gain access to the Internet or to send, receive, upload or download information. Additionally, we will not assume responsibility for any damage caused by malicious software originating from third parties.

Our liability is excluded for direct or indirect loss, incidental and consequential damage, or loss of profits, earning, production or data, except in cases where the applicable law does not allow such exclusion.

We strive to provide accurate up-to-date information on our Website. Nonetheless, we cannot accept liability for reliance placed on any part of the Website or Content. It is your responsibility to verify the competence and qualification of any person you might enter into contact with in connection with your use of our services. We are not party to and not responsible for any agreements entered into between you and third parties via the Website, such as bookings, purchases of goods or services.

e-TALENTA is not liable for any material which the User has made available to e-TALENTA for processing an order nor is e-TALENTA liable for any expenses connected with the replacement of data loss.

After acceptance of an executed order by the User and upon publication, any material which e-TALENTA has received for fulfillment of such an order becomes property of e-TALENTA and can be destroyed by e-TALENTA. If the User has explicitly requested it, then the material can be returned to the User at the User's sole responsibility and expense.

The quality of the videos which e-TALENTA publishes for casting purposes on the Internet corresponds to the current state of the art. Any reduced image or sound quality – especially due to data compressing and reduced frame rate – is not considered a fault or deficiency.

e-TALENTA is not liable for compatibility of its services with all Internet connections or all computers. Furthermore, e-TALENTA is not liable for any loss and/or damage to data while in transfer to or from e-TALENTA.

e-TALENTA declines all responsibility for the improper use of a User's material by other Users.

We will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Content and/or the services resulting directly or indirectly from any cause or circumstance beyond our reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, unauthorized access, theft or operator errors. We are under no obligation to store or backup your Content.

### 5. Use of the Site

The use of e-TALENTA is only for professionals from the film, theatre and television world.

Accordingly, only actors and other industry professionals, who have given proof of adequate training and/or the necessary professional work experiences can register on the data base. e-TALENTA has the right to refuse to accept an order or to supply data without having to give any reason.

The e-TALENTA software is only intended for use in connection with the e-TALENTA services. Any other use of the software is not permitted. By using the Website and/or any of our services, you confirm that you are of legal age in your jurisdiction. Minors can only benefit from our services if they are represented by their parents or their legal guardians, who enter into an agreement with e-TALENTA in their own name and for the benefit of the minor. Parents or legal guardians remain responsible for all actions carried out under the subscription entered into for the benefit of a minor. e-TALENTA cannot assume any liability in this respect.

Most parts of the Website are only accessible for registered users. Users choose their login information (ID and password) upon registration and are under a duty to keep this login information secret, to protect it from third party access and not to pass it on to third parties. You are only entitled to use an e-TALENTA account if you are its registered user. You are solely responsible for any misuse of your login information. In case of loss or theft of your login information, you must notify e-TALENTA immediately.

When using the Website, you agree to comply with all the following rules at all time:

1. Any unauthorized commercial use of the Website, its services and its Content is expressly prohibited.
2. Users must respect all applicable local, national and international laws and regulations.
3. The services must not be used to collect information about others, including e-mail addresses, without their consent or for any activities in connection with spamming or unsolicited e-mails.
4. It is prohibited to create a false identity or to otherwise attempt to mislead e-TALENTA and/or others as to the identity of a user.
5. It is prohibited and potentially illegal to use the services for the dissemination of harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise unlawful or objectionable material of any kind or nature, or to infringe upon any person's privacy rights.
6. Users must not upload to the Website or otherwise transmit to us or to other users any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful programs.
7. The use of the services for the interference with or the disruption of networks, as well as the unauthorized access to the services, other accounts, computer systems or networks are strictly prohibited and might lead to criminal prosecution.
8. Users must not in any way interfere with other users' use and enjoyment of the Website and its services.

We reserve the right to approve or disapprove the registration of users as well as users' Content and to suspend any user account or remove any Content at any time without prior warning at its sole discretion.

The User is responsible for a one-time expense for the recovery of his/her data and material.

You agree to defend, indemnify and hold harmless e-TALENTA from any claims and expenses, including reasonable legal fees, related to your use of the Website and our services.

## 6. Contract & Payment

Some of our services are provided free of charge, others require payment of a subscription or a transaction fee (as appropriate) at the rate in effect upon use of the service in question. We may offer to certain users limited "Free Trials" or other promotions, during which fees are reduced or suspended, at our sole discretion. During such promotions, users remain bound by these Terms of Use.

All fees are payable upfront through bank transfer on e-TALENTA's bank accounts. All expenses generated by payment transactions are to be carried by the User. In case of bank transfer, payments must be received within a maximum time of 30 days after subscription. If payment is not received within 30 days of subscription, e-TALENTA shall be entitled to discontinue its services without prior notification and, upon 10 days written notice (e-mail shall suffice), to remove from the Website any of your Content.

The User is responsible for a one-time expense for the recovery of his/her data and material. Furthermore, in case payment has not been made by the User e-TALENTA is entitled to charge interest in accordance with the legal provisions. Further claims for compensation are reserved.

Each contract entered into with us regarding the provision of a specific service applies for the fixed period of the agreed term and may not be terminated during such a period. The User is entitled to give notice within one month before contract duration ends. If the User does not give notice or not within the afore-mentioned period, then the contractual relationship is automatically renewed for the same length of time originally stipulated.

In case the contract is ended prematurely for reasons that cannot be attributed to e-TALENTA, then the User is not entitled to any reimbursement of costs or damage compensation.

In any event and for whatever reason, we are not obliged to repay any subscription or transaction fees paid by users.

The User has the right, according to § 312d and §355 BGB (German Law), to cancel an order <Möglichkeit die Bestellung zu canceln> . If the User makes use of this right after e-TALENTA has already started working on his specific order or has completed the work for it, then e-TALENTA is entitled to charge the User an amount that corresponds to this work. By using our Website you accept its Terms of Use, including our Privacy Policy. We may change and update the Terms of Use and this Privacy Policy from time to time. The latest versions of both documents can be consulted on our Website. We therefore ask that you consult the Website regularly in order to ensure that you are informed of any changes. Continued use of the Website after entry into force of any changes constitutes your acceptance of the amended Terms of Use.

Our Website may contain links to third parties' websites. Please consult such third parties' terms of use and privacy policies before using their websites. While we endeavour to ensure that links on our Website lead to interesting and reliable websites, we cannot accept any responsibility for the content of third party websites or for the use of personal data on such websites.

Should any of the provisions of these Terms of Use be or become invalid, inapplicable or unenforceable, the validity of the remaining provisions shall not be affected. The invalid, inapplicable or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the intended meaning and purpose of the invalid provision.

## 7. Choice of law and Venue

These Terms of Use and all disputes arising from or in connection with use of the services and/or the contractual relationship between you and us are governed exclusively by the substantive laws of Germany. The courts of Munich, Germany shall have exclusive jurisdiction. We are, however, also entitled to bring action against a user at the user's domicile.

## Privacy Policy

We take the privacy of users of our Website very seriously. This Privacy Policy sets out the different kinds of personal data that we collect, what we use it for and the rights you have in relation to this personal data. By using our Website you expressly consent to the data processing in accordance with this Privacy Policy.

### Definitions

"You" means any user of the Website, "we/us" means e-TALENTA, its affiliates and its partners, "Website" means the website located at [www.e-talenta.eu](http://www.e-talenta.eu), including all its pages, "Content" means the information and other material available on the Website, including excerpts of films and audiovisual works.

### Collection and Use of Personal Information

According to the German Law § 33 Abs. 1 Bundesdatenschutzgesetz (BDSG) as well as § 3 of the Law regarding data protection with teleservices (TDDSG) the User is hereby informed that e-TALENTA is authorized to collect, process, store and use personal data electronically if the data is necessary for the establishment and continuation of a contractual relationship.

Unless explicitly agreed upon differently, the User accepts that the data he publishes on and/or through e-TALENTA can be viewed and stored by other Users in the Internet.

When a profile is registered on our Website, we record the personal data submitted upon registration, such as your name, address, e-mail address and telephone number ("Customer Data"). We also record the information users communicate to us by completing forms on our Website or by enquiring about products or services we offer or by any other use of the Website. For statistical purposes and in order to continuously improve and customize our Website and our services, we may also collect data regarding your use of the Website.

You are responsible for the accuracy of the information you submit to us and required to update your Customer Data in case of changes.

We may use Customer Data for the following purposes:

- For the provision of services offered on our Website and selected by you;
- To communicate with you;
- To present to you future e-TALENTA products and/or services which might be of interest to you.

We also reserve the right to use Customer Data for market research and statistical purposes. The results of such research and the all personal data contained in statistics will be anonymized wherever possible.

### Protection of Customer Data

We apply technical and organizational security measures to ensure the confidentiality of Customer Data and to protect it against manipulation, loss and destruction. Storage and disclosure of Customer Data are subject to strict security procedures. Our employees are trained to observe high standards of data protection and will only access Customer Data to the extent necessary for the provision of our services.

### Cross-Border Data Transfer

Our scope of activity includes several countries and we maintain databases in different jurisdictions. Thus, Customer Data might be transferred outside the country in which it was collected. We will only transfer data across borders if an adequate level of data protection is guaranteed in the country of destination. If the legal data protection framework in a specific country does not correspond to such adequate level, we will ensure adequate protection by contractual means.

### Your Access

You are entitled at any time to submit a request regarding your Customer Data stored in our database. To enquire what personal data about you is

contained in our database, please write to: [info@e-talenta.eu](mailto:info@e-talenta.eu). You can write to the same address to have any errors corrected, to update your personal information in case of changes and to demand the removal of your Customer Data from our database.

You can also contact our Data Protection Manager in writing at the following address:

Data Protection Manager  
IMAGE IN MOTION GmbH  
Passauerstr. 35  
81369 Munich, Germany

### Disclosure of Customer Data

We may disclose Customer Data to third parties who act for us or on our behalf. In case of such disclosure, we will contractually require from third parties that Customer Data will always be processed in accordance with the purpose(s) for which it was collected. We will endeavour to ensure that Customer Data will only be disclosed to third parties operating a privacy policy that provides the same level of protection as our own.

We are entitled to disclose Customer Data in case we consider such disclosure necessary in order to comply with the law, to enforce our rights, or to protect our rights, property or safety or the rights, property or safety of others. We may also disclose Customer Data in the course of the planning, negotiation and execution of the acquisition of any new business or of the sale of our business, whether in whole or in part.

### Cookies

Cookies are small data packages that the browser stores on your computer's hard drive at the prompting of a web server. They contain data which enables the server to recognize the user upon his next visit and to apply personalized settings. Cookies also enable automatic login to our Website if you activate this function. We use cookies to recognize you and to continuously adapt the Website to your needs and your taste. By changing your browser settings, you can at any time prevent the acceptance of cookies or activate a prior warning to be displayed before accepting a cookie. However, deactivating cookies can affect your use of our services. The use of some services, such as in particular e-TALENTA Connection requires cookies to be accepted.

### General

By using our Website you accept its Terms of Use which this Privacy Policy forms part of. We may change and update the Terms of Use and this Privacy Policy from time to time. The current versions of both documents can be consulted on our Website.

Our Website may contain links to third parties' websites. Please consult such third parties' privacy policies before using their websites. While we endeavour to ensure that links on our Website lead to websites offering an adequate level of data protection, we cannot accept any responsibility for the content of third party websites or for the use of personal data on such websites.

08/2017

IMAGE IN MOTION GmbH  
Passauerstr. 35  
81369 Munich  
Germany

CEOs:  
Andreas Dendorfer, Andreas Lademann

München HRB 214306