

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, 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.

Customer data can be used for the following purposes:

- To provide services that are offered on our website or via our app and that have been selected by you;
- to communicate with you;
- to introduce you to our current and future products and/or services that may interest you. You may object to this use at any time without incurring any costs other than the transmission costs according to the basic rates.

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. 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.



the platform for casting professionals and european actors

By using our Website you accept its Terms of Use. We may change and update the Terms of Use 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.

05/2018

iIMAGE iN MOTION GmbH
Passauerstr. 35
81369 Munich
Germany

CEOs:
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München HRB 214306

Privacy Policy

We take the privacy our website's users very seriously. This Privacy Policy covers the various types of personal information we process, how we use it, and what rights you have with regard to your personal data. We have also created an information page about the GDPR. It can be found [here](#).

"You" refers to any user of this website or our services. "We/us" refers to iMAGE iN MOTION GmbH, its branches and partners as the operator of the website. "Website" refers to the websites hosted at www.castforward.de and www.e-talenta.eu, including all their pages. "Services" refers to the services offered by CASTFORWARD and e-TALENTA. "Content" refers to information and other material available on the site, including film excerpts and audio-visual works.

Our website may contain links to third party websites. Please refer to the privacy policy of the respective website providers before using their websites. Although we endeavour to ensure that the links on our website lead to websites with a sufficient level of data protection, we cannot assume any liability for the content of third-party websites or for the processing of personal data on such websites.

We use technical and organisational measures to ensure the confidentiality of customer data and to protect it against manipulation, loss and destruction. The retention and disclosure of customer data is subject to strict security procedures. Our employees are familiar with the requirements of data protection. They only access customer data as is necessary for the provision of our services.

I. Data controller for data handling within the context of this website and, where applicable, their representative

iMAGE iN MOTION GmbH, represented by Managing Directors
Andreas Lademann and Andreas Dendorfer
Passauerstr. 35
81369 Munich
Germany

II. Processing purposes and respective legal basis

1. Provision of this website; contact form

The provision of this website requires the handling of your personal data. This includes, for example, your IP address when you visit this website. For statistical purposes, as well as to continuously improve our website and our services and adapt them to customer requirements, data relating to your use of the website may also be collected.

1.1 You also have the option to contact us using various forms (such as contact forms and forms for competitions). If you use our

contact form, we will collect your first name, surname and your email address. Any further information is voluntary.

1.2 We use cookies and analysis tools for the provision of our website and for analysis purposes. You can find more information under "B".

1.3 Your personal data is handled for the provision of this website and the purposes of the contact form based on our legitimate interest. It is technically necessary for us to process certain personal data (such as the IP address) for the provision of this website. It is necessary that we handle the aforementioned personal data when you communicate with us via our contact form.

1.4 With regard to the necessary balance of interests, we have weighed up your interest in the non-disclosure of your personal data against our interest in the provision of this website and establishing contact. Your interest in non-disclosure rescinds in both cases. We are otherwise unable to provide you with this website or respond to your contact request.

2. Services

2.1 We process your personal data in order to establish, execute or process a user agreement for carrying out our services. You will find a description of our services on the respective offer page of our website.

The user acknowledges that, unless they expressly object, the media and metadata entered by them or by us on their behalf may be viewed and stored by internet users.

When a profile is registered on our website, we collect the personal information that is provided upon registration, such as your name, address, email address and telephone number ("customer data"). We also collect the information that users submit when filling out forms on our website, inquiring about our products or services, or any other use of the website.

2.2 Customer data can be used for the following purposes:

- To provide services that are offered on our website or via our app and that have been selected by you;
- to communicate with you;
- to introduce you to our current and future products and/or services that may interest you. You may object to this use at any time without incurring any costs other than the transmission costs according to the basic rates.

2.3 For some services, we handle photos and video footage of you. This is biometric data for the purpose of uniquely identifying a natural person. We only handle this data if you have given us your

consent. Your declaration of consent is the legal basis for our handling of your personal data in this regard. You always have the right to revoke your consent with future effect.

III. Recipients or categories of recipients of personal data

1. Our sphere of activity covers several countries and we have databases in different jurisdictions.

Consequently, customer data can also be processed in a different country than the country in which this customer data was first processed. Cross-border processing of your personal data only takes place if a sufficient level of data protection is guaranteed in the destination country. If the legal basis for the data protection of a certain country does not meet this level, we ensure sufficient protection on a contractual basis.

We use the EU standard contractual clauses for this purpose. These can be found here:

https://ec.europa.eu/info/law/law-topic/data-protection_en

2. Customer data may be disclosed to third parties acting on our behalf or in our name. In the event of such a disclosure, we contractually require third parties to process customer data in accordance with the purpose (s) of the collection. We ensure that customer data is only disclosed to third parties who have a privacy policy that is consistent with the level of protection of our Privacy Policy.

We submit customer data to the following categories of recipients:

- Managed hosting provider
- Cloud provider

3. We may disclose customer data if we deem such disclosure necessary to comply with the law, enforce or protect our rights, our property or our security, or to protect the rights, property and safety of others.

IV. Criteria for the retention period of personal data

We delete your personal data if the respective purpose of the storage is omitted and no legal requirement requires storage.

V. Your rights as a data subject

In principle, you have the right to information about personal data relating to you, as well as to rectification or deletion or to the restriction of processing. In addition, you have the right to object to further processing and the right to data portability. If you have given us your consent, then you may revoke it at any time with future effect. To do this, please contact "info@e-talenta.eu".

You also have the right to appeal to a data protection supervisory authority. The responsible data protection supervisory authority for us is:

Bayerischen Landesamt für Datenschutzaufsicht
(Bavarian Data Protection Authority)
PO Box 606
91511 Ansbach
Germany

VI. Sources from which your personal data may originate

Agencies have the possibility to process their clients' personal data in our database. If you are registered with an agency that works with us, then this agency may process your personal data in our database.

B. Cookies and Web analytics

I. Cookies

Cookies are small text files that a browser saves to the hard disk of your device when you call up a web server. These contain personal data that enable the server to identify the user on their next visit and to apply their personal settings. Furthermore, cookies enable automatic login to our website if you activate this feature. We use cookies to identify you and to adapt the website continuously to your needs and tastes. By changing your browser settings, you can prevent cookies from being accepted at any time or enable the function of an alert that is displayed before accepting a cookie.

If you change your browser settings, you must do so for each of your devices.

However, disabling cookies may affect your use of our services. The use of certain services requires the acceptance of cookies.

II. Use of Google Analytics

1. This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses Cookies. These text files are saved to your device. They allow us to analyse your use of the website.

The information generated by the cookie about your use of this website is generally transferred to a Google server in the USA and stored there. However, in the case of the activation of the IP anonymisation on this website, your IP address will be abridged in advance by Google within the Member States of the European Union or in other states parties to the Agreement on the European Economic Area.

Only in exceptional cases will the full IP address be transferred to a Google server in the US and abbreviated there. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on website

activity, and to provide the website operator with other services related to website and internet usage.

2. The IP address provided by your browser as part of Google Analytics will not be merged with other Google data.
3. You can prevent cookies from being saved by setting your browser software accordingly. You must perform this step separately for each of your devices.

However, we would like to point out that you may not be able to fully utilise all the functions of this website in this case. In addition, you may prevent Google from tracking the data (including your IP address) generated by the cookie and your use of the website (including your IP address) as well as the processing of this data by Google by clicking on the link below, and downloading and installing the available browser plugin:

<http://tools.google.com/dlpage/gaoptout?hl=en>.

4. This website uses Google Analytics with the extension “_anonymizeIp ()”. As a result, IP addresses are processed shortened, which excludes them from being related to an individual. If data collected about you is assigned a personal reference, it will be immediately excluded, and the personal data will be promptly deleted.
5. We use Google Analytics to analyse and regularly improve the use of our website. The generated statistics allow us to improve our website and make it more interesting for you as a user. For exceptional cases in which personal data is transferred to the US, Google has submitted to the EU-US Privacy Shield, [https://www.privacyshield.gov/EU-US Framework](https://www.privacyshield.gov/EU-US-Framework).

The legal basis for this is our legitimate interest. With regard to the necessary balance of interests, we have weighed up your interest in the non-disclosure of your personal data against our interest in the provision of this website. Your interest in non-disclosure rescinds in this case.

6. Third-party information: Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland, Fax: +353 (1) 436 1001.

Terms of Service: <https://www.google.de/analytics/terms/gb.html>,

Safeguarding your data:

<http://www.google.com/intl/de/analytics/learn/privacy.html>

and the Privacy Policy: <https://policies.google.com/privacy?hl=en-GB&gl=de>.

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