

Terms And Conditions

TERMS OF SERVICE

BY USING OUR WEBSITE AND/OR SERVICES, YOU ACCEPT THESE TERMS AND AGREE TO COMPLY WITH THEM

1. INTRODUCTION

These are the terms of service which apply to your use of:

the creativesmiami.com website and services; and

all other websites in Creatives Miami and the related services.

They are referred to in these terms as the "Sites" and the "Services". The Services include the provision of information and materials, and tools to enable you to share information and materials, network and communicate with us and other users. The term "content" is used in these terms to refer to such information, materials and tools.

The terms apply between you, the user of our Sites and Services, and Creatives Miami a program of MIAMI MEDIA AND FILM MARKET INC., a company registered in Florida, (also referred to as "we" or "us").

If you use any Site or Service as an employee or representative of another legal entity, you accept these terms on behalf of yourself and the legal entity, and confirm that you have authority to do so.

PART A contains terms which apply to all users of our Sites and Services.

PART B contains specific additional terms which apply to you if you are:

a candidate (including animators, writers, directors, creative producers and other creative, technical and administrative professionals)

an employer (including studios, production companies, and filmmakers)

a service provider

an agent for candidates

an advertiser of services or products

Some Sites may contain additional terms relevant to the specific Service which you may use.

These shall be incorporated into these terms. We also suggest you refer to our privacy notice and other policies published on our Sites, which provide further information on specific aspects of our Services.

Please contact us if you have any queries about these terms or their effect.

These terms were last updated on 07/25/2023.

PART A – TERMS APPLICABLE TO ALL USERS

2. HOW TO ACCESS OUR SERVICES

2.1. Types of users and access rights

Visitors: Some information on the Sites can be viewed by all visitors to our Site, without a registration.

Registration and profiles: If you wish to access specific Services, you must register and set up a profile. See Part B for terms relating to the different profiles.

Subscriptions: Additional subscriptions may be required to have access to some Services and you may be required to make a payment (see clause 7 below). Details of how to subscribe to such a Service, any required payment and any additional terms will appear on the relevant Site. We aim to process applications for registration and subscriptions within two working days of receipt, but we do not guarantee access to the relevant Site or Service within any particular timescale. Any subscription period will commence when payment is received by us, or, for any free subscription period, when we grant you access to the relevant Service. We retain the right to refuse access to or use of our Sites or Services to any person for any reason at our reasonable discretion.

2.2. Eligibility

You must meet certain criteria in order to access certain Sites and Services. These criteria will be specified on the relevant Sites.

In particular, the Sites and Services are not intended for users of under 18 years of age, and such users are not permitted to register or subscribe. However, the parent, guardian or agent of a candidate under the age of 18 may use the Sites and Services on behalf of that candidate (including registering and submitting a profile), provided that the parent, guardian or agent complies and procures that the candidate complies with these terms.

3. CONTENT AND SERVICES ACCESSED BY YOU

3.1. Access to the Sites and Services

You are responsible for making all arrangements and payments necessary for you to have access to our Sites and Services, including internet connections, computer equipment and software. We are not responsible for:

the availability of the internet or any communications network; nor any malfunctions, errors or other damage in or to connections, equipment or software that may occur in relation to your use of the Sites or Services.

You should keep your passwords confidential; any use of the Sites and Service using your login details, including email address and password (other than by our Site administrators) will be your responsibility.

3.2. Intended use of Sites and Services

Our Services and content are provided for your information and convenience, and are not intended to be relied upon by you in taking any action or refraining from taking any action. While we seek to ensure all users agree to these terms, we do not routinely check all content provided

by users and third parties (eg profiles, job postings, advertisements and discussions in user forums) and cannot guarantee their accuracy or lawfulness.

In particular:

you should not rely on any content or Service being available, accurate or complete; you should not rely on our Services for storage or maintenance of your content or for important, sensitive or time-critical communications (eg using our messaging service); and inclusion of information, advertisements or other content relating to other users or third party services or products does not constitute any recommendation or endorsement by us of the relevant user, services or products.

You may wish to take your own steps to confirm information, back-up your content and ensure that communications reach their intended recipient promptly and securely.

In addition:

any communications, contracts or other arrangements between you and other users or third parties are your responsibility. While our Services may facilitate such dealings, we are not responsible for them. This includes any arrangements for auditions, roles, jobs, payment and delivery of services;

Our Sites may contain links to websites provided by third parties. We do not control and are not responsible for the availability, accuracy or content of third party websites; and we may transmit information about our Sites and Services using third party services such as Twitter, Instagram, Facebook, or other social media platforms. We are not responsible for the availability of any third party services.

You agree not to hold us liable for any loss or damage incurred as a result of:

reliance on any content from or about other users or third parties, or about opportunities or services provided by them; nor any communications, contracts or dealings (or lack thereof) with other users or third parties.

3.3. Reporting unlawful content

You may report to us if any content or communication appears unlawful, inaccurate or otherwise inappropriate, or if you have a negative experience with any other user or third party in relation to our Sites or Services. We may, at our absolute discretion, investigate the matter and take such steps as we consider appropriate in the circumstances.

3.4. Intellectual property and your use of content

The contents of our Sites and Services (including information, trade marks, directories, text, images, videos, sounds and underlying software) are protected by intellectual property rights of

us and our licensors. We grant you a non-exclusive and revocable license to view and use such content for the purpose of enjoying the benefit of the Services.

You may not copy, modify, distribute or commercially exploit any content (other than content provided by you) in any form or in any media, except that you may retrieve and display content on your computer and print and/or store one copy of individual pages for your internal, personal use.

See also your obligations under clause 5.2 below.

4. CONTENT PROVIDED BY YOU

4.1. Accuracy and lawfulness

The quality of the Services provided to you and other users depends on you providing accurate, complete and lawful content. You acknowledge and agree that you:

have provided and will provide accurate and complete content in your registration and profile(s) (and otherwise using our Sites or Services) and will keep your content updated as appropriate; and have obtained and will obtain all rights, licenses and approvals required in any country for the use (by you, us and our other users) of any content you provide in relation to the Sites and the Services.

See also your obligations under clause 5.3 below.

4.2. Intellectual property and our use of content

You agree that we may use the content which you provide, and, where relevant, trade marks relating to your trade or business, for the purposes of operating and maintaining the Site and the Services. You acknowledge that your content may be published and made available to other users of our Sites and Services, and modified to make it suitable for our Sites. We may also use your content for the purposes set out in clause 8 below.

You grant and agree to grant us a perpetual and irrevocable worldwide license to use your content for these purposes (including the right to sub-license to our service providers, and to other users in accordance with clause 3.4 above).

While we seek to ensure all users agree to these terms, we are not responsible for the use or misuse of your content by other users or third parties and you agree not to hold us liable for any loss or damage incurred as a result of such use or misuse. We shall, however, at your expense, reasonably cooperate with you in enforcing our contractual terms against other users who have infringed your rights.

You agree we may use cookies to track your actions around the site as specified in our privacy policy.

Please also see:

PART B below in relation to the use of specific user content; and our privacy notice for information on how your personal data will be used by us.

4.3. User-Provided Content

Portions of the Websites may allow you and other Users to upload or transmit data, information, text, images, software, audio, photographs, graphics, video, messages, tags, or other materials to or through the Websites ("User-Provided Content"). For example, the Websites may offer forums, bulletin boards, wikis, chat rooms, blogs or other interactive areas. For User Provided Content, CreativesMiami.com is merely hosting and providing access.

The decision to submit User-Provided Content to the Websites is your responsibility and you should only submit content that belongs to you or that will not violate the rights of others. By submitting User-Provided Content, you represent, acknowledge, and warrant (a) that you have the right to do so or that you have obtained any necessary third party consents (e.g., under privacy or intellectual property laws), (b) that the User-Provided Content does not infringe on the copyrights, trademarks, moral rights, rights of privacy or publicity, or the intellectual property rights of any person or entity, and (c) that no other party has any right, title, claim, or interest in the User-Provided Content that would be infringed upon as a result of uploading the User-Provided Content. If you submit User-Provided Content to the Websites on behalf of a group, organization or business entity, you represent that you have the right to do so and that you have obtained any consents from the group, organization or business. Upon the request of CreativesMiami.com, you agree to furnish CreativesMiami.com with any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with this provision. You agree not to accept payment for User-Provided Content from any third party, including, without limitation, accepting payment for the inclusion of a logo, brand advertising or other commercial content, in User-Provided Content.

CreativesMiami.com cannot vouch for the validity, accuracy or credibility of any User-Provided Content, and does not take any responsibility or assume any liability for any actions Users may take as a result of viewing, reading or listening to User-Provided Content on the Websites. Through your use of the Websites, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretenses, international trade issues and foreign nationals. CreativesMiami.com does not endorse any User-Provided Content or any opinion, recommendation, or advice expressed therein. By using the Websites, you assume all associated risks, and CreativesMiami.com expressly disclaims any and all liability in connection with User-Provided Content.

In addition, you grant to CreativesMiami.com, without any credit or compensation to you, a royalty-free, non-exclusive, worldwide, perpetual, unrestricted, irrevocable, and fully transferable, assignable and sub-licensable license to host, use, modify, display, copy, reproduce, disclose, sell, translate, create derivative works of, distribute, and export any User-Provided Content, in whole or in part, or to incorporate it in other works in any form, media, software or technology of any kind now known or hereafter developed or discovered for any purposes whatsoever. You agree that CreativesMiami.com may publish or otherwise disclose your name in connection with your User-Provided Content.

You acknowledge, consent and agree that CreativesMiami.com may access, preserve and disclose account information and User-Provided Content that you provide if CreativesMiami.com is required to do so by law or if it believes in good faith that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms of Use, (iii) respond to claims that any User-Provided Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of CreativesMiami.com, its employees, partners and agents or members of the public.

CreativesMiami.com undertakes no obligation to pre-screen User Provided Content, but reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Websites. You acknowledge, consent and agree that CreativesMiami.com, at its sole discretion and without notice to you, may review, censor, delete, move, edit, block access to or prohibit the transmission or receipt of any User-Provided Content or other information, in whole or in part, for any reason whatsoever, including but not limited to User-Provided Content that CreativesMiami.com deems obscene, defamatory or libelous in nature, that invades the right of privacy or infringes any right of any person or entity, is unlawful, is offensive or otherwise inappropriate, or that CreativesMiami.com believes to be in violation of these Terms of Use.

You are solely responsible for all User-Provided Content that you make available via the Websites. Under no circumstances will CreativesMiami.com be liable to you in any way for any User-Provided Content that you upload, post, or otherwise make available via the Websites including, but not limited to, any errors or omissions in User-Provided Content, or for any loss or damage of any kind incurred as a result of User-Provided Content. In addition, you hereby release CreativesMiami.com from any and all claims, liens, demands, actions or suits in connection with the User-Provided Content, including, without limitation, any and all liability for any use or nonuse of your User-Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss. Except for the rights granted in these Terms of Use, CreativesMiami.com acquires no title or ownership rights in or to any User-Provided Content you submit and nothing in these Terms of Use conveys any ownership rights in the User-Provided Content you submit to CreativesMiami.com.

4.4. Further information we may need

Whilst we do not routinely check or monitor all content provided by users (see clause 3.2 above), we may do so at our discretion, for the purposes outlined at clause 8 below. Upon

request, you will provide us with evidence that you are complying with the above requirements, including:

evidence of your ownership of and/or rights to intellectual property subsisting in relation to content;

evidence of your rights to use any personal data or information relating to third parties; and details of any relevant licensors, licenses and approvals.

You also agree to provide us with required details so that we can credit the author/creator of any image, sound, video or other content.

5. YOUR CONDUCT IN USING OUR SITES AND SERVICES

5.1. Restrictions on commercial use

You must use the Site and the Services only for purposes consistent with your registration, profile(s) and subscriptions. Unless you register and create a profile with us as a service provider or subscribe for our advertising Service (and pay the applicable fees) (see PART B below), you may not use the Site or any Service (including any email or communication service) to advertise, solicit or promote any products or services.

We may charge you a fee for each act in breach of your obligations under this clause 5.1, representing our advertising fee, wasted time and loss of custom/reputation arising as a result of your breach.

5.2. Prohibition on unlawful use of content

You may not make any unlawful or unauthorized use of any content, including:

distributing to third parties any audition or casting information obtained on a Site;

without prejudice to clause 3.4 above, unauthorized copying or use of content protected by intellectual property rights;

unauthorized distribution or disclosure of confidential, personal or sensitive information (including user profiles);

use of any content (other than content provided by you) in any manner which may compete with our business; and

other unauthorized reproduction or use of content for commercial purposes.

5.3. Prohibition on providing unlawful content

You may not upload, provide or transmit any unlawful, unauthorized or offensive content, including:

content which is discriminatory, defamatory, derogatory, indecent, obscene or abusive;

unauthorized marketing materials or communications;

content containing personal political or religious views;

content whose publication or use on the Site or in relation to the Services would be in breach of copyright or other intellectual property rights, data protection or confidentiality obligations or any rights of privacy; and inaccurate content about yourself or another party.

5.4. Prohibition on other unlawful acts

In using our Sites and Services, you must comply with all applicable laws. You may not make any unlawful or unauthorized use of our or our service providers' computers, networks, communications systems, or other equipment or software, including:

attempting to gain unauthorized access; introducing or attempting to introduce any computer virus or other malware or cause any "denial of service" attack; modifying, reverse engineering or decompiling any part of the underlying software for the Site; stalking, harassing or threatening any person; sending unlawful, unauthorized or offensive communications (including spam, identical bulk emails, unauthorized marketing communications or any content in breach of clause 4 above); contacting other users for reasons unrelated to or inappropriate for the Site or Service; otherwise restricting or inhibiting any other user from using and enjoying any Site or Service; and misrepresenting yourself or another party or the activities of you or another party, or committing or assisting others to commit any criminal or fraudulent act.

6. LINKING TO OR FROM OUR SITES

You may:

include links to our Sites on your website or other materials; and/or include links to your website within your profile(s) on our Sites, provided you do so in a way that is fair and lawful and does not damage our reputation or take unfair advantage of it. You must not establish a link in such a way as to suggest any form of association, recommendation or endorsement by us where none exists.

7. CHARGES FOR SUBSCRIPTION SERVICES

You may be required to pay charges in order to receive certain subscription Services. Details of applicable charges are on the Sites relating to the relevant Services (or can be provided to you by us upon request). Unless otherwise agreed by us, payments must be made by credit or debit card in the currency specified by us. You are responsible for all charges associated with your use of Services using your login details (including email address and password).

You must pay any applicable taxes (including value added tax) in addition to any service fee for the relevant Services. We may charge interest on overdue payments.

If you are a candidate, you may be able to take advantage of an initial free subscription period – see PART B below.

Any subscription period will commence when payment is received by us (or, for any free subscription period, when we grant you access to the relevant Service).

Where you make regular payments to us for a Service (eg annually or monthly), your obligation to pay will continue unless and until you explicitly notify us by email or in writing that you are terminating such Service in accordance with clause 10.

8. MONITORING YOUR USE OF THE SITES AND SERVICES

We may monitor, access, use and disclose details of your use of the Sites and Services (including your content) for the purposes of checking compliance with these terms, quality control, site administration and maintenance, risk assessments and investigations, compliance with legal obligations, or protection and enforcement our legal rights and those of our users. See also our privacy notice.

9. CONSEQUENCES OF BREACHING THESE TERMS

If you breach or we reasonably suspect that you are in breach of any of your obligations under these terms, we may immediately and without notice suspend your access to and use of the Sites and Services, or any part of the Sites and Services or content and/or (without prejudice to clause 11) remove any of your content. We may also terminate your access to the Sites and Services in accordance with clause 10 below. You will not be entitled to any compensation for any period of suspension other than in accordance with our refunds policy.

You agree to indemnify us and our representatives against all claims, loss or damage that we or they may incur as a result of a breach by you of your obligations under these terms, including any claims, losses or damage arising from inaccurate or unlawful content which you upload, provide or transmit.

10. TERMINATION OF YOUR ACCESS TO SITES AND SERVICES

10.1. Your and our rights to terminate

You may terminate your use of any Sites and Services and request removal of your profile(s) at any time. As a registered user or a subscriber to any Service, you should give notice to us by email or in writing at least two weeks in advance of your proposed date for such termination and removal. This is to allow us time to remove your profile from the relevant Sites and disable your access rights and login details as required (although we shall use reasonable endeavors to do so sooner, if requested). Any such notice will take effect when received by us.

We may withdraw any Site or Service or terminate your access to and use of any Site or Service at any time and for any reason at our reasonable discretion. If you are a registered user and/or subscriber to any Service, and unless such termination is due to your material or persistent

breach of these terms, we will use reasonable endeavors to give notice to you of any such termination.

10.2. Consequences of termination

If you have made advance payments to us for any Service relating to any period after the date of termination, and unless such termination is due to your material or persistent breach of these terms, you may be entitled to a refund in accordance with our refunds policy. You will not be entitled to any other compensation for any such termination.

Following termination of your access to or use of any Sites and Services for any reason, we may remove your profile(s) from the Site (if not already removed) and disable your login details, including username(s) and passwords. We may however retain your profile and other personal details on our internal systems for record keeping purposes. Please see our privacy notice for further details. Other content you have provided may also remain on our Sites.

All provisions of these terms which by their nature are intended to continue shall survive termination, including terms relating to exclusions and limitations of liability, intellectual property and on-going use of your content.

Termination of your access to the Sites or Services or of these terms shall not affect accrued rights and liabilities of you or us up to the date of termination, including our rights to payments due from you.

11. CHANGES TO SITES, SERVICES AND THESE TERMS

We may, at any time and at our absolute discretion, make temporary or permanent changes, additions or deletions (together, "changes") to or from:

the Sites and the Services (including to your or other content); and/or these terms.

We shall use reasonable endeavors to notify our registered users and subscribers of material changes. It is also your responsibility to refer to these terms on a regular basis.

By continuing to use the Sites and/or the Services after such changes, you agree to such changes. If you are not happy with any changes, you may terminate your use of the Sites and Services in accordance with clause 10.

The Sites and the Services (and any content) may also be unavailable for occasional periods for repair, maintenance or upgrading, or interruptions in the network or communications services provided to us. You agree not to hold us liable for any loss or damage caused by such occasional periods of unavailability.

12. OUR LIABILITY TO YOU

12.1. Liability for fraud, death and personal injury

Nothing in these terms shall exclude or limit our liability for fraud, or for death or personal injury caused by negligence or other liability which cannot lawfully be excluded.

12.2. Limitations on our liability

The provisions of this clause 12.2 are subject to clause 12.1 and shall have effect in addition to the other limitations of liability on specific issues set out in these terms.

Except as set out in these terms, all conditions, warranties and representations applicable to the provision of the Sites and the Services implied by statute or common law are excluded to the maximum extent permitted by law.

Neither we nor our representatives shall be liable to you for:

- (a) any direct loss or damage; nor
- (b) any consequential or indirect loss or damage, arising in relation to the use or inability to use our Site or our Services (including any content), including any loss of business, job, job opportunity, customers, revenue, profit, contracts, data, software or reputation, or wasted time, whether caused by tort (including negligence), breach of contract or otherwise, and even if foreseeable.

Without prejudice to the other limitations of liability in these terms (including this clause 12), our total liability to you arising in relation to your use of the Site and/or the Services in any 12 month period shall be limited to amounts paid by you for the relevant Service during that period.

13. GENERAL TERMS

These terms are governed by the laws of Florida, and the courts of Miami-Dade County, Florida, USA and shall have exclusive jurisdiction to hear any disputes arising from them.

We shall not be responsible for any failure or delay in performance of the Services or any of our obligations under these terms due to a cause beyond our reasonable control.

The headings in these terms are for ease of reference only.

Unless the context requires otherwise, in these terms and our privacy notice, the term "including" shall be interpreted to mean "including but not limited to".

The provision of the Services shall not create any relationship of agent and principal between you and us and neither you nor we have any authority or power to bind or to contract in the name of the other party.

No provision of these terms is intended to be enforceable by any person other than you or us.

Failure by us or you to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

You may not transfer, assign or sub-contract your rights or obligations under these terms to any third party without our prior written consent.

We may, without your consent:

sub-contract any of our obligations under this agreement to any third party; and upon notice to you (if you are a registered user or subscriber) or without notice to you (if you are a visitor), transfer or assign all or any of our rights and/or obligations under these terms to any third party.

If any provision of these terms is found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal, while maintaining or giving effect to its commercial intention.

These terms, including any additional provisions incorporated by reference, constitute the entire agreement between you and us with respect to your access to and use of the Sites and Services and supersede all prior agreements, negotiations and discussions between you and us relating to the subject matter.

PART B – ADDITIONAL TERMS APPLICABLE TO SPECIFIC USERS

14. CANDIDATES

14.1. No guarantee of Jobs

Without prejudice to clause 3.2, you acknowledge that the decision to offer you jobs or appointments rest with the employers and the availability of such jobs is affected by the state of the industry as a whole. We cannot guarantee you work nor that employers who view your profile will call you in for an audition or interview.

It is your responsibility to ensure that any job or appointment offered by employers is acceptable to you. We are unable to verify or provide any assurance relating to the nature or duration of, or payment for any such job or appointment.

14.2. Paid Services – cooling-off period

If you register a profile on a Site that has a free basic service and a paid subscription service (a "Premium" Service) you may upgrade to the Premium Service and you will receive notification of this entitlement.

If you choose not to upgrade to the premium Service immediately, you may continue to use the free basic Service but may upgrade to the Premium Service at any time.

If you choose to upgrade to the Premium Service, payment must be made at the time you choose to upgrade. Our Premium service can be paid for in monthly installments or by an annual fee.

You may cancel your premium subscription Service at any time in accordance with clause 10. If you cancel within 14 days of upgrading, have paid an annual fee and have not actively used the service; for example not applied for jobs or contacted any employers or sent emails within that 14 day period, you shall be entitled to receive a full refund. If you have paid a monthly fee you will not be entitled to a refund.

If you have actively used the service; for example applied for jobs or contacted any employers or sent emails within that 14 day period and wish to cancel your premium subscription Service within that 14 days:

where you have signed up to pay monthly, you will not be entitled to a full refund; and where you have signed up to pay an annual fee, you will be entitled to a full refund.

15. EMPLOYERS

Casting professionals, film-makers and all other employers must ensure that their job postings and other content, and the terms of the job or role to which any posting relates, comply with all applicable laws, including those relating to minimum payments, non-discrimination, tax and employment.

It remains the responsibility of the Employer to ensure that candidates found through CreativesMiami.com.com have the licenses necessary for completing work, and that background checks are conducted where necessary.

Without prejudice to clauses 4.2, 9 and 11, we may edit any job posting which you submit to make it appropriate for the relevant Site.

Employers may not use their employer profile or Services aimed at employers (including any job posting, email or communication service) to advertise, solicit or promote any products or services. We may charge you a fee for each breach of this requirement – see clause 5.1 above.

16. SERVICE PROVIDERS

Our Sites give you the opportunity to register as a service provider and to offer your services to candidates. You may only use such facility to offer services which are relevant to our Sites and Services (such as photography or show-reel services). Please be aware that some candidates may choose not to receive contact from service providers.

17. AGENTS

If you use the Sites or Services as an agent for candidates, it is your duty to inform such candidates of the scope of the Services, and the relevant requirements and restrictions as set out in these terms (for example, those set out in clause 14 above).

18. ADVERTISERS

In order to advertise on our Sites, you must set up a profile and separately apply for advertising space on our Site together with payment of a fee. Further details of how to apply, and where and when your advertisement may be displayed, are contained on the Sites where advertising space is available.

It is your responsibility to ensure any advertisement you submit to our Site complies with all applicable legal requirements, advertising standards and codes of practice. In addition, you may not submit advertisements for services or products which may compete with our Services. Without prejudice to clauses 9 and 11, we may refuse to publish or remove any advert we reasonably consider to be in breach of these terms.