

As of 12/13/2016 - NEW

Update Summary:

Contact information has been updated.

MysticArt Pictures, LLC Privacy Policy

MysticArt Pictures, LLC (“we”, “MAP”, “us” or “our”) has a firm commitment to respect and protect the privacy of users of the MAP website (a “Site”). This Privacy Policy describes how we collect, use, share, and protect the personal information of users of our Site. By accessing, using, registering with, or providing personal information to the Site, you explicitly accept, without limitation or qualification, the collection, use, storage and transfer (including international transfer) in the manner described in this Privacy Policy (as amended from time to time). **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 Site or provide us with personal information.**

The Site provides a range of content hosting and communication services, and seeks to connect talent, models, dancers, voice talent, hosts, potential contestants and show participants, and other artists (collectively, “Talent”) with professionals rendering professional services in motion picture, theatrical, radio, television and other entertainment enterprises (collectively, “Industry Professional Entities” and “Industry Professionals”).

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 Site 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, as well as 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 you. This information may be viewable outside of the Site via web search engines, which are outside of our control. By registering on the Site and submitting any such information, you acknowledge and agree that such personal information may be revealed to other Site users and the public, and that you are aware of the risks inherent in so doing.

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 18, nor do we allow users under the age of 18 to directly establish their own profiles on the Site. 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.

Scope of this Privacy Policy

This Privacy Policy applies solely to the Site. This Privacy Policy does not apply to any other website or any offline contact or communications external to the Site between MAP and any other company, you and MAP, or you and other registered users of the Site, or to information otherwise collected by third parties through social networking platforms.

Privacy Policy updates

MAP 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 and, 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 Policy is materially changed. You are required to agree to the terms of the Privacy Policy in order to maintain your Site profile. 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.

Third party links

The Site 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.

Types of information we collect

We may collect different types of information on our Site, 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 Site, 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 (or if you are under 18, the Registering Adult) chooses to provide it to us.

You are not required to give us any personal information in order to read the content portions of our Site. 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.

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, postal 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 users using the tools available on the Site.

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 the way in which 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 profile;
- to enable you to provide us with feedback, to contact us and for us to contact you;
- to share information with third party partners involved with casting, producing, and/or otherwise creating the particular program for which you are uploading your audition.
- 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 Site, products and services that may affect you, including updates to our Privacy Policy;
- to send you communications of interest that you have requested, such as emails or text messages about MAP, 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 Site;
- to personalize your overall experience with MAP; and
- to enforce our Privacy Policy.

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.

MysticArt Pictures' Site 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 Site. 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 so we can 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 Site operations or promotional campaigns.

Similar to other websites, we may use cookies or web beacons to collect information ("Log Data") created by your use of the Site. Log Data may include information such as pages visited, services accessed, and 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 in accordance with the consent you have given, or otherwise in accordance with applicable laws.

Sharing of information with third parties

MysticArt Pictures does not sell, rent or otherwise share your personal information to 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 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, e-mail originations, receipt of support services, customer relationship management services, analyzing data, providing marketing assistance, providing customer service, and third party partners involved with casting, producing, and/or otherwise creating the particular program for which you are uploading your audition (“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 Casting Networks’ 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.

To comply with law

We may need to disclose your personal information to comply with applicable laws, legal processes, and/or to exercise our legal rights or defend against legal claims. Because MysticArt Pictures, LLC is a U.S. company and information collected on our Site 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 in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, and situations involving potential threats to the physical safety of any person, or as otherwise required by law.

In addition, if MAP should file for bankruptcy or merge with another company, or if MAP 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.

A reminder about profiles

When you create or post a profile to the Site, that profile is stored in our searchable talent database in the United States. Once posted, your profile will be searchable, and all third parties with access to our searchable talent database (or copies thereof) will have access to your 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 profile may be viewed and accessed by Industry Professionals outside the European Economic Area who have access to our searchable database. By making your profile searchable, you are expressly consenting to such transfers of your data.

We attempt to limit access to our searchable 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 profiles by third parties who access such talent profiles while they are in our searchable database. You may make your profile inaccessible to such third parties from our talent database by cancelling your account at any time by following the instructions in “Cancelling your Account”.

How to opt-out

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

-Go to the profile section of your account and uncheck the box that opts-in to receive casting notices and our newsletter; or

-Submit your request in writing by email to casting@mysticartpictures.com.

Your opt-out request will be processed within 10 business days.

If you wish to revoke your consent to this Privacy Policy, please contact us at casting@mysticartpictures.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 cancelled.

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 profile information that MAP maintains for you, on request to MAP, except in certain

limited circumstances (for example, where an 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 profile. Once you are logged in, click on “Edit Profile” to update your profile information.

Cancelling your account: You may cancel your account at any time with the Site by emailing us at casting@mysticartpictures.com or calling 323.536.9999.

Security of your information

You are responsible for ensuring that your login credentials (your username and password) are kept confidential. 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 MAP employees, contractors and agents including Authorized Third Parties, who need to know that information in order 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.

Transfer of personal information, international and other notices

The Site is operated and maintained by MysticArt Pictures, LLC, whose address is below. 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.

California Resident Rights

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 a 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 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 our 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 on a continual basis. 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 our Site. Please note that whenever you opt in to receive future communications from a third party, your information will be subject to such 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 casting@mysticartpictures.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.

Do not track notice

MAP does not track its customers over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However we do use Google analytics to monitor visitors to MAP as well as improve server performance. To learn more about Google Analytics privacy policy please visit: <http://www.google.com/analytics/terms/us.html>

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 addresses below. Please include your contact information, the service 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.

MysticArt Pictures, LLC
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3450 Cahuenga Blvd. West
Loft 101
Los Angeles, CA 90068
USA
casting@mysticartpictures.com

MYSTICART PICTURES: TERMS AND CONDITIONS OF WEBSITE USE
EFFECTIVE AS OF December 13, 2016

This site is operated by MysticArt Pictures, LLC to gather online auditions ("Services") referred to herein as "Company". This site has been created for your personal enjoyment and entertainment. By visiting the Site, you accept and agree to be bound by these Terms of Use, including any future modifications, which constitute an agreement ("Agreement") between you and the Company and to abide by all applicable laws, rules and regulations (collectively, "Applicable Law"). Please read this Agreement carefully. Company reserves the right to modify or amend this Agreement without notice at any time, and such modification(s) will be effective upon posting on the Site. All material modifications will apply prospectively only. Your continued use of the Site and/or Company Services following any such modification constitutes your acceptance and agreement to be bound by the Agreement as so modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by Applicable Law, you must immediately leave the Site and discontinue your use of Company Services. You may receive a copy of this Agreement by emailing us at casting@mysticartpictures.com with the following subject: Website Terms of Use Agreement. Your access to certain Site features may require you to accept additional terms and conditions applicable to such features, in addition to this Agreement, and may require you to download Software or Content (each as defined below) and additional terms may apply. Any questions or comments regarding, or problems with, the Site should be sent to the Site Administrator at casting@mysticartpictures.com.

- **ELIGIBILITY AND USER PROTECTION OF LOG-IN INFORMATION**

Use of the Site and Company Services is limited to users 18 years of age and older that are residents of the United States. Any registration information you submit to create an account must be accurate, complete and kept updated. You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. It is therefore critical that you do not share your password with anyone. You agree not to use the username, email address or password of another user at any time. You agree to notify Company immediately if you suspect any unauthorized use of, or access to, your account or password.

- **TERM**

This Agreement shall remain in full force and effect while you use the site or have an account. Company may terminate your subscription at any time, without warning. Even after your account expires or is terminated, this Agreement will remain in effect.

- **MYSTICART PICTURES CONTENT**

The Site and Company Services contain information, text, files, images, images, video, sounds, musical works, works of authorship, applications, and any other materials or content (collectively, "Content") of MysticArt Pictures ("MysticArt Content"). MysticArt Content is protected by copyright, trademark, patent, trade secret and other laws, and as between you and Company, Company owns and retains all rights in the MysticArt Content and the Company Services. MysticArt Pictures hereby grants you a limited, revocable, non-sub licensable license to access and display the MysticArt Content (excluding any software code) solely for your personal, non-commercial use in connection with viewing the Site and using the Company Services. The Site and Company Services may also contain Content of users and other Company licensors. Except as provided in this Agreement, by prior written consent of Company, or as explicitly permitted on the Site or Company Services, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the Site and/or Company Services. Requests for permission to reproduce or distribute materials found on the Site can be made by contacting Company in writing the Site Administrator at casting@mysticartpictures.com .

Further, except as explicitly and expressly permitted by Company, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the MysticArt Content. This prohibition applies regardless of whether the derivative works or materials are sold, bartered or given away. You may not either directly or through the use of any device, software, internet site, web-based service or other means remove, later, bypass, avoid interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the MysticArt Content or any digital rights management mechanism, device, or other content protection or access control measure associated with MysticArt Content including geo-filtering mechanisms. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of MysticArt Content unless authorized in writing by company. You may not build a business utilizing MysticArt Content, whether or not for profit.

- **USE OF COMPANY SERVICES**

The Company Services are offered for your personal use only and may not be used for commercial purposes. Company reserves the right to remove commercial content in its sole discretion. You understand that you are responsible for all Content that you post, upload, transmit, email or otherwise make available on, through or in connection with the Company Services (collectively, "User Content"). Accordingly, please choose carefully the information that you post on, through or in connection with the Company Services. If you become aware of misuse of the Company Services, please report this immediately to the Company at casting@mysticartpictures.com . Company assumes no responsibility for monitoring the Company Services for inappropriate Content or conduct. If at any time, Company

chooses in its sole discretion to monitor the Company Services, Company nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of any user.

You agree NOT to use the Company Services to:

1. Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortuous; defamatory; invasive of another's privacy, publicity, copyright, trademark, patent, trade secret, contract or other rights; false or misleading; obscene; vulgar; libelous; hateful; or discriminatory;
2. Violate the rights of others including patent, trademark, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
3. Harass or harm another person;
4. Exploit or endanger a minor;
5. Impersonate or attempt to impersonate any person or entity;
6. Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;
7. Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Company Services, including Company's servers, networks or accounts;
8. Cover, remove, disable, block or obscure advertisements or other portions of the Company Services;
9. Use technology or any automated system such as scripts or bots in order to collect usernames, passwords, email addresses or other data from the Company Services, or to circumvent or modify any security technology or software that is part of the Company Services;
10. Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Company Services. If you do so, you acknowledge you will

have caused substantial harm to Company, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Company \$50 for each actual or intended recipient of such communication;

11. Solicit, collect or request any personal information for commercial or unlawful purposes;
12. Post, upload or otherwise transmit an image or video of another person without that person's consent;
13. Engage in commercial activity (including but not limited to sales, contests, or sweepstakes) without Company's prior written consent;
14. Use the Company Services to advertise or promote competing services;
15. Use the Company Services in a manner inconsistent with Applicable Law; and/or
16. Attempt, facilitate or encourage others to do any of the foregoing.

You acknowledge the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including but not limited to, terminating their user account and/or reporting such User Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Company may access, preserve or disclose information you provide, including User Content, when Company has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect or defend the legal rights or property of Company, our parents, subsidiaries or affiliates ("Affiliated Companies"), or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of Users of the Company Services or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with Applicable Law or the legal process.

- **PRIVACY**

Use of the Company Services is also governed by our Privacy Policy located at https://www.mysticartpictures.com/new-look/Welcome_files/Website_Privacy_Policy.pdf which is incorporated into this Agreement by this reference.

- **YOUR PROPRIETARY RIGHTS**

You shall retain all ownership rights in your User Content. By submitting the User Content, you hereby grant to MysticArt Pictures, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the User Content for any purpose whatsoever, throughout the universe, including, without limitation, in connection with (i) the Program, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Program (and derivative works thereof), and (ii) the business of MysticArt Pictures and/or its affiliated companies, including, without limitation, MysticArt Pictures network of Internet websites, applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which MysticArt Pictures may distribute content to end users, whether now existing or hereafter developed (together, the “**Platforms**”), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to you. For the avoidance of doubt, without limiting the generality of the rights granted to MysticArt Pictures and/or any MysticArt Pictures entity, these rights include, without limitation, the absolute right to edit and/or alter any User Content distribute and synchronize all or any portion of your User Content in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your User Content; to encrypt, encode and decode, and compress and decompress all or any portion of your User Content; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your User Content; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your User Content; and to excerpt and/or extract portions of your User Content in order to host, store, index, categorize and display your User Content on or through the Platforms. MysticArt Pictures has no obligation to review your User Content or to use your User Content in any manner whatsoever.

- **UNSOLICITED SUBMISSIONS**

If unsolicited submissions are sent to Company via the Site or Company Services, these submissions become the property of Company and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Company sees fit. You agree that you are not entitled to any compensation, credit or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against Company, its parents or affiliates relating to unsolicited submissions, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

- **THIRD PARTY LINKS, SERVICES AND ADVERTISING**

Company may provide, or third parties may provide, links to other websites, social media services, applications, resources or other services created by third parties ("Third Party Services"). When you engage with the Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the Third Party Services may use and share your data in accordance with the Third Party Service's privacy policy and your privacy settings on such Third Party Service. In addition, the third party providing the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for the content or practices of any websites other than the Site, even if the website links to the Site and even if it is operated by an affiliated company or company otherwise connected with the Site. Company makes no warranties, express or implied, as to the Third Party Services (including the accuracy and completeness of information supplied or the privacy practices thereof). If you decide to access other websites, you do so at your own risk. If Company has provided links or pointers to other websites on the Site or the Company Services, they are solely as a convenience to you and no inference or assumption should be made and no representation should be implied that Company is connected with, operates, controls or endorses these websites. When you access other websites or Third Party Services, Company encourages you not to provide any personally identifiable information unless you know and are comfortable with the party with whom you are interacting and their privacy policy.

If you are interested in creating hypertext links to the Site, you must contact Company at casting@mysticartpictures.com before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of the Site or Company, including its respective employees, agents, directors, officers and/or shareholders.

Company takes no responsibility for third party advertisements which are posted on the Site or the Company Services, nor does it take any responsibility for the goods or services provided by its advertisers.

- **COMPANY NEWSLETTERS; EMAIL ALERTS**

Company may deliver newsletters and email alerts to its subscribers on a variety of Company services and programming. If you would like to subscribe to any of the newsletters Company offers, you may do so by creating a profile on the Site and checking the box that states you would like to receive casting notices. If you would like to unsubscribe from any Company newsletter or email alert, you may do so by clicking on the "unsubscribe" link at the bottom of the Company newsletter or email alert that you have signed up to receive.

- **DISCLAIMERS**

The Site and Company Services are provided "AS-IS" and "as available" and Company does not guarantee or promise any specific results from use of the Site and/or Company Services. Company expressly disclaims any warranties and

conditions of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, Company makes no warranty that your use of the Site and/or Company Services will be uninterrupted, timely, secure or error-free or that any information obtained by you on, through or in connection with the Company Services or Third Party Services (including but not limited to, through User Content or third party advertisements) will be accurate or reliable. Under no circumstances will Company be responsible for any loss or damage, including but not limited to, property damage, personal injury or death, resulting from use of the Site and/or Company Services, problems or technical malfunction in connection with use of the Site and/or Company Services, attendance at a Company event, any material downloaded or otherwise obtained in connection with the Site and/or Company Services, any User Content, third party advertisement or Third Party Service posted on, through or in connection with the Site and/or Company Services, or the conduct of any users of the Company Services, whether online or offline. Your use of User Content, third party advertisements, Third Party Services and the goods or services provided by any third parties is solely your responsibility and at your own risk. User Content, third party advertisements and Third Party Services do not necessarily reflect the opinions or policies of Company.

- **LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY, ANY OF ITS AFFILIATED COMPANIES OR PRODUCERS, SPONSORS OR ADVERTISERS (OR EACH OF THEIR RESPECTIVE AFFILIATES, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE SITE AND/OR COMPANY SERVICES.

- **INDEMNITY**

You agree to defend, indemnify and hold harmless Company, any of their affiliated companies and producers, sponsors and advertisers and each of their parents, affiliates and related companies together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of your use of the Site and/or Company Services; your failure to use the Site; your breach or alleged breach of this Agreement or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

- **TERMINATION**

Company reserves the right to immediately terminate your use of, or access to, the Site at any time for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, even after your user account or access to a section of the Site is terminated, this Agreement will remain in effect.

- **U.S. EXPORT CONTROLS**

Software available in connection with the Site and/or Company Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Site or Company Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

- **DISPUTES**

This Agreement is governed by, and construed in accordance with, the laws of the State of California without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the State of California or, if appropriate, the United States District Court for the Southern District of California for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of the Site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

- **OTHER**

The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. 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 unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at casting@mysticartpictures.com with any questions regarding this Agreement.

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