

**Effective Date: July 14<sup>th</sup>, 2016**

Welcome to Hollywood Hispano. These Terms of Use ("Terms" or "Agreement") applies to our Hollywood Hispano website.

### **You Accept These Terms**

Each time you access and/or use the Hollywood Hispano Applications, you agree to be bound by these Terms and any additional terms or conditions presented to you.

### **[Disclaimer of Warranties](#)**

We disclaim warranties and provide the Hollywood Applications "As is."

### **[Limitation of Liability](#)**

Our liability is limited.

### **[Binding Arbitration of All Disputes; No Class Relief](#)**

Any disputes under these Terms will be resolved on an individual basis through binding arbitration, with no class relief.

### **Contact**

Questions about our Terms may be addressed to [info@hollywoodhispano.com](mailto:info@hollywoodhispano.com)

### **Hollywood Hispano TERMS OF USE**

**Effective Date: May 5, 2016**

#### **I. ABOUT Hollywood Hispano**

Hollywood Hispano is a talent listing service. provides a range of content hosting and communication services, including content, links to content, to allow Actors, aspiring film makers and other Talent (as defined herein) to

connect with talent agents, managers, casting directors, and other professionals rendering professional services in motion picture, theatrical, radio, television and other entertainment enterprises, (collectively the “Services”).

Hollywood Hispano’s primary function is as a match making service. Connecting talent with potential employment or connecting talent with professional services they might value. Hollywood Hispano ( HH) makes no guarantee that talent subscribing to the HH website will find employment. That is the responsibility of the talent. HH offers a platform for exposure and the opportunity for connection. The rest is up to you. Hollywood Hispano is not a talent agency. We do not represent you in your efforts to find work or any other endeavor.

HOLLYWOOD HISPANO IS A TALENT LISTING SERVICE. THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. HOLLYWOOD HISPANO IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH LISTING INFORMATION. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST/TALENT SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

## **II. ACCEPTANCE OF TERMS OF USE**

### **Legally Binding Agreement**

You agree that, by registering with Hollywood Hispano, or by accessing, viewing, downloading or otherwise using the Hollywood Hispano Applications or Services, and/or by clicking “I Accept” during the registration process, you are entering into a legally binding agreement with Hollywood Hispano based on the terms of (i) these Terms and our Privacy Policy, which is hereby incorporated by reference and (ii) such other legal notices as may be posted on the Hollywood Hispano website from time to time. The legally binding terms of these Terms set out your rights, obligations, and restrictions regarding your use of the Hollywood Hispano website. If you do not agree to any of the terms of the Privacy Policy or these Terms, you must discontinue

accessing and/or using the Hollywood Hispano website. A “Visitor” is someone who accesses and browses through the Hollywood Hispano website. A “Member” is someone who has registered with the Hollywood Hispano. Valid and accurate completion of the registration process leads to “Membership.” Visitors and Members are referred to collectively as “Users.”

### **Terms of Use Updates**

We reserve the right to update or change these Terms at any time by posting the most current version of the Terms on the Sites with a new Effective Date shown. All such changes in the Terms shall be effective from the Effective Date. Your continued use of the Hollywood Hispano website after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Hollywood Hispano Website.

### **Contact and Electronic Communications**

By accessing the Hollywood Hispano website you consent to having this Agreement provided to you in electronic form and that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing. You acknowledge that when you provide us with contact information in connection with a particular activity, including an email address or telephone number (“Contact Information”), you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you using the Contact Information you provided to us. You also attest that you have the legal authority over any telephone number you provide to us and can provide us with the authorization to contact you. This means we may contact you, in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving. If you are an agent or representative, or the Responsible Adult for any individual for whom you have provided us with Contact Information, you also attest that you have the authorization from that individual to grant us the rights granted herein and agree to indemnify us and hold us harmless from any losses, costs, expenses, damages, fines and/or penalties including reasonable attorneys’ fees, arising out or in connection with your failure to have the proper authorization from the individual you claim

to represent.

### III. USE OF THE SERVICES

You May Use The Services:

- ☐ As an actor, model, dancer, voice talent or other artist (“Talent”);
- ☐ As a film maker offering your services.
- ☐ As a professional Talent Representative (e.g. Talent agent or manager) of Talent or a Group or a touring or display property such as a car or animal;
- ☐ As a casting director; or film maker acting in that role
- ☐ On behalf of a company or other legal entity such as an agency, management company, casting director, or production company (each, an “Industry Professional”)
  - As an Advertisers of Services on HH Site
  - Are not currently restricted from using these services or not otherwise prohibited from being a user.
  - Have full power and authority to enter into this agreement either on your own as talent or on behalf of the talent you or your agency represents.
  - Are not a competitor of Hollywood Hispano. As defined by Hollywood Hispano.
  - Will respect and not violate any rights of Hollywood Hispano including but not limited to Trademarks, Copyrights, Logos and any other intellectual property rights claimed by Hollywood Hispano.
  - Will not copy or use information posted on the HH site for any commercial purpose other than connecting with Talent for the purpose of employment/ contracting for services.

#### Individual Responsibility

If you are using the Hollywood Hispano website on behalf of an Industry Professional, including through an organization, which may have a separate agreement with us, you are nevertheless individually bound by this Agreement as an individual User.

## **Talent Representation**

Hollywood Hispano acknowledges that Users might be represented by an Industry Professionals acting as agents for those Users. Keep in mind that as a disclosed principle, all Users are responsible for the actions of their agents. In the event that a Talent of the age of majority advises Hollywood Hispano that he/she is no longer represented by an Industry Professional who established or maintained a Membership on the Talent's behalf, Hollywood Hispano will either turn control of the Membership over to Talent (subject to Talent's direct acceptance of these Terms, as applicable) or to another Industry Professional which has Membership, as directed by Talent

## **Eligibility for Membership**

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

Are of the age of majority in your country of residence

Are talent, a group, or an industry professional meeting the criteria established by us to qualify for membership as set forth in this agreement or in any legal notice; or

Are not currently restricted from using the services or not otherwise prohibited from being a user;

Have full power and authority to enter into this agreement either on your behalf or on behalf of the talent, group, or industry professional you represent, and doing so will not violate any other agreement to which you are a party or any applicable law;

Are not a competitor of Hollywood Hispano

Will respect and not violate any rights of Hollywood Hispano , including Hollywood Hispano copyrights, trademark rights, and other intellectual property rights; and

Are solely responsible for any and all equipment, software, and Internet access necessary to use the Hollywood Hispano website and any associated costs.

## **Registration Individually Or On Behalf Of Another Individual**

During the Membership registration process, you will be prompted to provide personal information that allows us to know who you are, such as your full name, age, street address, email address and phone number, as well as additional optional information such as height, weight, racial and/or ethnic background, and pictures (collectively, "Registration Information"). By using the Hollywood Hispano website you represent and warrant that all Registration Information you submit is truthful, accurate, current and complete and you will maintain the accuracy of such Registration Information by updating and revising it promptly. This form helps potential employers search for the characteristics of the talent they seek. Completion of this form in total or in part is voluntary and up to you.

## **Representation**

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

## **Validation of Registration Information**

You authorize Hollywood Hispano to make any inquiries, either directly or through third parties, that we consider necessary to validate your Registration Information. Hollywood Hispano reserves all rights to take legal action against anyone who provides inaccurate, false or incomplete personal information or is otherwise untruthful about their identity, and to suspend or cancel a Membership established using such information. Notwithstanding the foregoing, you acknowledge that Hollywood Hispano cannot guarantee the accuracy of any information submitted by any User of the Hollywood Hispano Applications, including any identity information about any User.

## **SPECIAL NOTE ABOUT THE REGISTRATION OF MINORS**

Hollywood Hispano does not at this time accept the registration of minors either individually or through talent representing the minor.

## **Use Of Services**

You agree to abide by our User Code of Conduct prohibiting practices that Hollywood Hispano deems harmful and these Terms. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this User Code of Conduct or any other part of these Terms, including without limitation, removing the violating Content or links to content from the Hollywood Hispano website and terminating the Membership of such violators with or without notice. You agree that you will (i) use the Services in a professional manner; (ii) provide complete and accurate Registration Information to us and update it as necessary; and (iii) comply with the User Code of Conduct and terms and policies posted on the Sites or provided to you by Hollywood Hispano and applicable laws, including, without limitation, privacy laws, intellectual property laws, decency and obscenity laws, export control laws, tax laws, and regulatory requirements.

## **User Code of Conduct**

You agree that you will not (i) collect, use, rent, lease, trade, share or transfer any information, including but not limited to, personally identifiable information obtained from the Hollywood Hispano except as expressly permitted by these Terms, or as the owner of such information may expressly permit; (ii) create an account or profile for anyone unless you have their express authorization to do so; (iii) include information in a profile (or elsewhere on the Hollywood Hispano ) that reveals sensitive personal information, such as government identifiers like Social Security or Tax ID numbers; (iv) use the Hollywood Hispano website or any information obtained through the Hollywood Hispano to stalk, abuse or attempt to abuse, or otherwise harass and individual; (v) take any action or upload, post, email or otherwise transmit any content that would violate any right or duty under any applicable law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (vi) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, or promotional materials, including without limitation, promotional materials that are in the nature of “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation that Hollywood Hispano considers in its sole discretion to be of such nature; (vii) use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any content or other Services contained in or through the Hollywood Hispano;(viii) utilize information, content or any data you view on and/or obtain from the Hollywood Hispano website to provide any service that is competitive with the Hollywood Hispano or the Services including the use of Hollywood Hispano

Marks or confusingly similar marks in any business name, email, URL, or posting; (ix) attempt to or actually transmit or post a link to another website within your membership profile or anywhere else on the Hollywood Hispano other than as permitted herein; (x) engage in or plan to engage in any illegal activity; (xi) post, disseminate or transmit statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (xii) create, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property or property rights of any person; (xiii) create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication; (xiv) export, re-export or permit the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities; (xv) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Hollywood Hispano or any other computer network; (xvi) disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program; (xvii) damage, disable, overburden, or impair any CNI's server, or the network(s) connected to any Hollywood Hispano server, or interfering with any other party's use and enjoyment of any Hollywood Hispano Applications; (xviii) gain unauthorized access to any Hollywood Hispano Applications accounts, computer systems or networks connected to any server or to any of the Hollywood Hispano (xx) impersonate any person or entity, including, but not limited to, a Hollywood Hispano employee, contractor, agent, or representative or falsely state or otherwise misrepresent your affiliation with a person or entity; (xxi) transmit, post, or e-mail any misleading or false professional opportunities in your profile or elsewhere on the Hollywood Hispano website; (xxii) abuse the Hollywood Hispano messaging services or (xxiii) engaging in any other activity deemed by Hollywood Hispano in its sole discretion to be in conflict with the spirit or intent of the Hollywood Hispano.

## **Preventing And Reporting Abuse**

You agree that Hollywood Hispano may take whatever steps it deems necessary to abridge, or prevent behavior of any kind on the Hollywood Hispano Applications that violates this Agreement in Hollywood Hispano ' sole discretion, without notice to you. Hollywood Hispano has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any User who publishes or distributes child pornography. You can report any violations of the User Code of Conduct or other abuse on the Hollywood Hispano Applications



info@hollywoodhispano.com

## **Termination**

Hollywood Hispano may restrict, suspend or terminate the account of any User who violates the User Code of Conduct or these Terms or otherwise abuses or misuses the Hollywood Hispano website and/or for any or no cause, without warning. Such restriction, suspension, or termination, shall be effective immediately or as may be specified in any notice. In addition, and without limiting the foregoing, Hollywood Hispano may, at its sole discretion and with or without notice, in response to any violation of this Agreement (including, without limitation, violating the User Code of Conduct): (i) place a User on probation on terms established by Hollywood Hispano in its sole discretion; (ii) restrict or suspend the User's account; and/or (iii) terminate the User's account. In the event that Hollywood Hispano suspends or terminates your Membership or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or Subscription Fees, any content or data associated with your Membership or account or for anything else. If a User is placed on probation or temporarily suspended and the User is believed to have re-registered or attempted to have re-registered with the Hollywood Hispano (including under a new name) that User may be permanently barred from the Hollywood Hispano without recourse.

Hollywood Hispano has adopted a policy of permanently barring without recourse and/or terminating accounts of Users (or blocking any associated IP address) who, in Hollywood Hispano sole discretion, falsely represents that they are a talent agent, talent manager, casting director or other Industry Professional or provides any information that is false or misleading.

## **Membership Security And Unauthorized Use**

You are fully responsible for all activities conducted through your Membership. During the registration process you will also be asked to choose a password. You are entirely responsible for maintaining the security of your password. You agree not to use another Member's account or password at any time, not to let an unauthorized third party use your membership, and not to disclose your password information to any unauthorized third party. You agree to notify us immediately if you suspect any unauthorized use of your Membership or access to your password. Your disclosure of your password to any other person is entirely at your own risk. Although Hollywood Hispano will not be liable for your losses caused by any unauthorized termination and/

or use of your Membership, you may be liable for our losses or the losses of others as a result of such unauthorized use until such time as you terminate your Membership account or prove that your account security was compromised due to no fault of your own.

## **Fees And Billing Information**

You acknowledge that we reserve the right to charge for use and/or access to some or all aspects of the Services. If you purchase any Services that we offer for a fee, either on a one-time ("Paid Services") or recurring billing subscription basis ("Subscription Services"), you agree that Hollywood Hispano (or its authorized service providers) may store your payment card information and Hollywood Hispano will bill you the appropriate fee for the Paid Services or the applicable term rate for your Subscription Services ("Subscription Fees") using the billing information you provide (your "Billing Information") for use of the Subscription Service. You agree to pay Hollywood Hispano all Subscription Fees and other charges at the prices then in effect for your use of the Subscription Service using your Billing Information, including any applicable taxes, and you authorize Hollywood Hispano to charge your chosen payment provider (your "Payment Method") for the Paid Services and Subscription Services, including the recurring Subscription Fees for the Subscription Term you select. All subscriptions longer than one month will automatically renew at our monthly subscription rate and will be billed on a monthly basis. You agree to make payment using your selected Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Hollywood Hispano does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment to your Payment Method Provider. In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. Hollywood Hispano reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third party sources.

## **Fees**

All fees/prices are in US Dollars, unless otherwise indicated, and do not include Internet service provider, telephone, and other connection charges. Depending upon your credit card's currency and the country in which your card was issued, your credit card provider may impose foreign exchange fees and other fees, which are in accordance with your arrangements with that credit card provider.

## **Cancellation**

You can cancel your subscription at any point during your current subscription term to avoid subsequent fees being billed by contacting us at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com)

If you cancel a subscription term that is longer than one month, you will receive a pro-rata refund based upon any full months left on your subscription term and any Paid Services you have requested and received and your subscription will continue through the rest of the current month. Partial months are not refunded.

**ALL CHARGES FOR MONTHLY SUBSCRIPTION TERMS ARE NON-REFUNDABLE REGARDLESS OF THE AMOUNT OF TIME LEFT ON THE SUBSCRIPTION TERM.**

**NOTWITHSTANDING THE FOREGOING, YOU HAVE THE RIGHT TO CANCEL YOUR SUBSCRIPTION WITHOUT FURTHER OBLIGATION AND RECEIVE A FULL REFUND (LESS ANY SERVICES YOU HAVE REQUESTED AND RECEIVED) IF YOU CANCEL WITHIN 10 BUSINESS DAYS AFTER THE DATE YOU START USING OUR SERVICES.**

To cancel this Agreement, email a note to [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com) from the email address you have on file with us, mail Once an account is cancelled, your User Content will still remain active for any projects for which you were submitted.

If your Membership is terminated as a result of your breach of this Agreement (including failure to pay fees when due), your access will be terminated with or without notice and you shall not be entitled to the refund of any unused portion of fees.

We reserve the right to deactivate your talent Profile making it unsearchable in our database if you have not logged onto your account in more than 60 days. If this occurs, please contact customer service by emailing us at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com).

## **Ability To Access**

Subject to your compliance with this Agreement, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicenseable right to access through a generally available web browser or mobile device (but not through scraping, spidering, crawling or other technology or software used to access or harvest data without the express written consent of Hollywood Hispano ), view information and use the Hollywood Hispano website. as we intend such information, the Hollywood Hispano website to be accessed, viewed and used. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Sites and all related items.

## **Limitations On Access**

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

## **Interruption Of Services**

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

## **Content In Your Account**

We reserve the right to withhold, remove and or discard any content available as part of your Membership account, including your profile, with or without

notice, for any reason in our sole discretion. For avoidance of doubt, Hollywood Hispano has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Hollywood Hispano Applications.

### **Non-Commercial Use**

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

### **Links To Third Party Sites**

The Hollywood Hispano website may include links to third party websites ("Third Party Sites"). You are responsible for deciding whether you want to access or use a Third Party Site. Hollywood Hispano is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites.

## **IV. INTELLECTUAL PROPERTY RIGHTS**

### **Access To Content On The Hollywood Hispano website and other media**

You acknowledge that: (i) by using the Sites you may have access to pictures, digital images, graphics, music, video, audio, text, computer code and other creative output (collectively, "Content"); and (ii) this Content includes Content owned or licensed by Hollywood Hispano, or owned or licensed by Users ("User Content"). You acknowledge that Hollywood Hispano, Hollywood Hispano's licensors, and Users have rights in their respective Content under copyright and other applicable laws and treaty provisions, and that except as described in this Agreement, such rights are not licensed or otherwise transferred to you by mere use of the Hollywood Hispano website or Facebook, Instagram, Twitter or other pages or a given Service. You accept

full responsibility and liability for your use of any Content in violation of any such rights.

**Promote your Heritage: Should you decide to leave HH as result of your personal success, you agree to allow HH to publish on our website all promotional materials we find in public internet space and prior content you posted with HH.**

## **User Content**

Hollywood Hispano may choose, but has no obligation, to pre-screen or monitor the Hollywood Hispano website for inappropriate User Content or conduct at any time, and it may delete any User Content that violates these Terms, as determined by Hollywood Hispano in its sole discretion. However, if Hollywood Hispano chooses to pre-screen or monitor User Content, Hollywood Hispano nonetheless assumes no responsibility for such User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the User submitting any such User Content.

Hollywood Hispano may choose to limit user content if in its view the content of a particular user is not of sufficient quality as to reflect poorly on the reputation of Hollywood Hispano or its Subscribers. This choice of quality is solely at the discretion of Hollywood Hispano.

## **View Content at Your Risk**

You understand that when using the Hollywood Hispano website, you will be exposed to Content from a variety of sources, and that Hollywood Hispano is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or that contains errors or omissions, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Hollywood Hispano with respect thereto. Hollywood Hispano makes no representation whatsoever regarding the accuracy of any Content at any time.

## **Our Ownership Rights**

All right, title and interest in and to the Hollywood Hispano and its website is and will remain the exclusive property of Hollywood Hispano and its licensors. We hereby grant you a limited, revocable, non-sublicenseable license to reproduce and display the Hollywood Hispano Content (excluding any software code) solely for your personal use in connection with accessing and using the Hollywood Hispano website. Hollywood Hispano reserves all rights not expressly granted in and to Hollywood Hispano website Content, trademarks, copyrights and film production

## **Feedback**

All comments, feedback or materials submitted by you to us, including feedback, testimonials, images, reviews, questions, comments, suggestions or ideas (collectively, "Feedback"), shall be received and treated by us on a non-confidential and unrestricted basis. Hollywood Hispano will be free to use, display, perform, distribute, copy, adapt, and promote, in any medium now known or later developed, without compensation to you, the Feedback along with all ideas, concepts, know-how, techniques or methodologies contained in such Feedback, for any purpose whatsoever, including without limitation, developing, marketing and selling products and services incorporating such Feedback. You agree that in submitting Feedback, it will not violate any right of any third party, including any confidentiality, copyright, trademark, privacy or other personal or intellectual property or proprietary rights, and will not cause injury to any person or entity. You further agree that no Feedback you submit will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain viruses, commercial solicitations, or any form of "spam".

## **Your Ownership Of User Content**

You retain copyright and other intellectual property rights with respect to your User Content that you submit or transmit to or display on or through the Hollywood Hispano website, to the extent that you have such rights under applicable law. You may edit or delete your User Content at any time by using the tools on the Hollywood Hispano website to do so; however, if you have shared User Content with others, through the Hollywood website ,

Hollywood Hispano has no control over any third parties use of that Content. Further, you acknowledge that removed User Content may persist in backup copies for recordkeeping and internal purposes, including enforcing these Terms.

### **Your Grant Of A License**

By submitting, transmitting, or displaying your User Content to or through Hollywood Hispano website, you automatically grant (and you represent and warrant that you have the right to grant) to Hollywood Hispano a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, modify and delete your User Content solely in connection with the Hollywood Hispano website and only as long as you are a Member (“License”). This License will enable each User of the Hollywood Hispano website to access your User Content as permitted through the functionality of the Hollywood Hispano website and under these Terms. This License includes the right to modify or adapt your User Content in order to transmit, display or distribute it over computer networks, in various media and to devices but does not give us the right to use your User Content outside of the Hollywood Hispano website, or as is contemplated by the functionality of the Hollywood Hispano website, and you retain the copyright to your User Content and subject to the terms herein, the right to delete it from the Hollywood Hispano website at any time.

### **Ownership Of User Content**

By providing User Content to us you represent and warrant that you own such User Content or otherwise have the right to grant us the License set forth in this section; that the User Content is accurate and not confidential and the submission, transmission, posting and use of your User Content on the Hollywood Hispano website is not in violation of any applicable laws or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights) and, you are solely responsible for, and Hollywood Hispano will have no liability in connection with, your User Content or any other User Content you access through the Hollywood Hispano website. Your ownership in your User Content does not confer any rights of access to Hollywood Hispano nor any rights to User Content stored by or on behalf of Hollywood Hispano .



Hollywood Hispano has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512, (the "DMCA") and avails itself of the protections under the DMCA. Further we reserve the right to remove any User Content on the Hollywood Hispano Applications which allegedly infringes another person's copyright and/or terminate, discontinue, suspend and/or restrict the account or ability to visit and/or use the Services or remove, edit, or disable any User Content on Hollywood Hispano Applications which allegedly infringes another person's copyright. It is our policy to terminate the access of repeat infringers. We are under no obligation to, and do not, scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Hollywood Hispano Applications.

## **V. INTERACTING WITH OTHER USERS**

### **Service Provider**

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

### **Communications with Users**

You are solely responsible for your interactions with other Users. Hollywood Hispano may limit the number of connections or interactions you may have to and with other Users through the Hollywood Hispano website or views of Membership profiles, and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. Hollywood Hispano reserves the right to terminate your

Membership account if we determine, in our sole discretion, that doing so is necessary to enforce this Agreement or to protect its business reputation or Users.

## **Release**

As a condition of access to our Hollywood Hispano website, you release Hollywood Hispano including its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors and distributors (“Hollywood Hispano Licensees”) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute you have or claim to have with one or more Users of the Hollywood Hispano website or Services, including any claim against any individual or entity who creates an unauthorized account for you on your *behalf*.

## **User Disputes**

You understand and agree that: (i) Hollywood Hispano will have the right but not the obligation to assist Users in resolving disputes among Users relating to Users’ use of the Hollywood Hispano website Applications or Services; (ii) Hollywood Hispano’ resolution of any particular dispute does not create an obligation to resolve any other dispute; (iii) to the extent Hollywood Hispano elects to assist in resolving such disputes, it will do so in good faith based solely on the general rules and standards of the Hollywood Hispano website and will not make judgments regarding the potential claims or provide legal advice; (iii) Hollywood Hispano ’ resolution of such disputes will be final with respect to the respective Users’ use of the Hollywood Hispano website but will have no other effect on the actions of the Users or their respective claims; and (iv) you hereby release Hollywood Hispano and its Licensees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with ’ Hollywood Hispano resolution of disputes relating to the Hollywood Hispano name or website.

## **VI. DISCLAIMERS OF WARRANTY AND LIABILITY**

### **The Site is provided “As Is”**

Hollywood Hispano provides the Hollywood Hispano website and Services

strictly on an “AS IS” and “AS AVAILABLE” basis, provided at your own risk, and, to the fullest extent permissible under applicable law, Hollywood Hispano HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the foregoing, Hollywood Hispano makes no warranty as to the quality, accuracy, completeness and validity of any information or content you access or receive in connection with the Hollywood Hispano website or Services, or that your use of Hollywood Hispano website will meet your requirements. If you are dissatisfied or harmed by the Sites or anything related to the Hollywood Hispano website, you may close your account in accordance with the section on “Suspension and termination” and such termination shall be your sole and exclusive remedy.

Hollywood Hispano is not responsible, and makes no representations or warranties for the delivery of any messages sent through the Hollywood Hispano website to anyone. In addition, we neither warrant nor represent that your use of the Hollywood Hispano website will not infringe the rights of third parties. Any material, service, or technology described or used on the Hollywood Hispano website may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to us.

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

Hollywood Hispano does not guarantee that the Hollywood Hispano website will function without interruption or errors in functioning, or be virus-free, or that any errors or defects on the Hollywood Hispano website will be corrected. In particular, the operation of the Hollywood Hispano website may be interrupted due to maintenance, updates, or system or network failures. Hollywood Hispano disclaims all liability for damages caused by any such interruption or errors in functioning. Furthermore, Hollywood Hispano disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the Hollywood Hispano website due to inappropriate equipment, disturbances related to Internet service providers, to the saturation of the internet network, and for any other reason.

## **No Liability For Accumulated Content**

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

You acknowledge that, notwithstanding any copyright or other rights you may have with respect to Content you upload, transmit, display and/or create using the Sites, and notwithstanding any value attributed to such Content or other data by you or any third party, Hollywood Hispano DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS (SUBJECT TO ANY UNDERLYING INTELLECTUAL PROPERTY RIGHTS IN THE CONTENT), ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON CASTING NETWORKS' SERVERS.

You understand and agree that Hollywood Hispano has the right, but not the obligation, to remove any Content (including your User Content) in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind.

## **Limitation of liability**

IN NO EVENT SHALL THE Hollywood Hispano PARTIES OR THEIR RESPECTIVE SUPPLIERS, LICENSORS OR DISTRIBUTORS IN HOSTING, OPERATING OR DELIVERING THE Hollywood Hispano APPLICATIONS OR SERVICES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SITE (INCLUDING ITS MODIFICATION OR TERMINATION), YOUR MEMBERSHIP (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT CASTING NETWORKS MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

IN ADDITION, YOU AGREE THAT IN NO EVENT WILL Hollywood Hispano CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED FIVE TIMES THE MOST RECENT MONTHLY FEE THAT YOU PAID FOR A PAID SERVICE, IF ANY, OR U.S. ONE HUNDRED

DOLLARS (U.S. \$21.00), WHICHEVER IS GREATER.

### **Indemnification**

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

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

## **VII. RESOLUTION OF DISPUTES.**

### **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of California without application of conflict of laws rules unless the provisions of Resolution by Arbitration apply.

### **Notice of Claims**

In the event a dispute arises between you and Hollywood Hispano , we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. You agree to give Hollywood Hispano no less than 60 days' notice of your intention to file any Claim as set forth below, in order that you and Hollywood Hispano may attempt to settle such Claim outside of formal court or arbitration proceedings. If, however, there is an issue that needs to be resolved, these Terms describe how both of us will proceed.

### **Limitation of Legal Remedies**

YOU AND Hollywood Hispano AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, CONNECTED WITH OR RELATING TO THESE TERMS, ANY CONTRACT, TORT, STATUTUE, THE RELATIONSHIP AMONG THE PARTIES, OR USERS OR OTHERWISE

RELATING TO THE CNI APPLICATIONS OR SERVICES ("CLAIMS") WHICH CANNOT BE SETTLED BY MUTUAL AGREEMENT OF THE PARTIES, SHALL BE RESOLVED BY ONE ARBITRATOR THROUGH BINDING ARBITRATION. This Agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to claims arising out of or relating to any aspect of the relationship between you and Casting Networks, including but not limited to any claims related to your use the CNI Applications or Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. However, just as a court would, the arbitrator must honor the terms and limitations in these Terms and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction. YOU AGREE THAT, BY AGREEING TO THESE TERMS, YOU AND Hollywood Hispano ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

### **Class Action Waiver**

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, BY AGREEING TO THESE TERMS AND USING THE SERVICES YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. If for any reason a claim proceeds in court rather than through arbitration, you and Hollywood Hispano agree that there will not be a jury trial. You and Hollywood Hispano unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement in any way. In the event of litigation, this paragraph

may be filed to show a written consent to a trial by the court.

### **Resolution by Arbitration Procedures**

A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All Notices to Hollywood Hispano shall be sent to the following address:

Hollywood Hispano

Attn.: Harold LaBonte

310 Fernando Street

Newport beach Ca. 92661.

All notices to users of the Hollywood Hispano website will be sent to the email or street address provided in the User's account, or if there is no account information we have on the User. Upon receipt of such Notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the Notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or Hollywood Hispano may commence an arbitration proceeding.

### **JAMS**

Unless otherwise agreed to by you and Hollywood Hispano in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator from JAMS, or another established alternative dispute resolution ("ADR") provider, chosen by Hollywood Hispano, who is licensed to practice law. The arbitration proceeding will be located in Los Angeles, California or New York, New York. Each party shall pay the fees and costs of its own counsel, experts and witnesses at the election of Hollywood Hispano, and will be conducted in accordance JAMS rules, including the selection of an arbitrator, filing, administration, discovery and arbitrator fees will be conducted under JAMS Comprehensive Arbitration Rules & Procedures, except as modified by this Agreement or otherwise agreed to by you and Hollywood Hispano in writing. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this Dispute Resolution section of the Agreement conflicts with

JAMS's minimum standards for procedural fairness, the JAMS' rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver"

### **Choice of Law**

This Agreement concerns a transaction in interstate commerce, and therefore shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Â§ 1 et seq. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

### **Exception**

Any claim or action for (i) indemnification, (ii) any violation of Hollywood Hispano intellectual property rights, (iii) contribution, (iv) interpleader, or (v) injunctive relief arising out of a Claim shall not be subject to arbitration.

### **Survival**

This arbitration provision shall survive termination of this Agreement and the closing of your account or other relationship with Hollywood Hispano .

### **Severability**

If any provision of this Resolution of Disputes provision is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable except that if for some reason this provision on class action waiver for any Claim cannot be enforced, then this provision to arbitrate will not apply.



## **Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any dispute or Claim must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **VIII. GENERAL PROVISIONS**

### **Export Control**

The Hollywood Hispano website is controlled and operated by Hollywood Hispano from its offices within the United States. Hollywood Hispano makes no representation that materials in the Hollywood Hispano website or the Services are appropriate or available for use in other locations, and access to such materials or use of the Services from territories where their contents are illegal is prohibited. Those who choose to access the Hollywood Hispano website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

The Hollywood Hispano website is controlled and operated by Hollywood Hispano from its locations within the State of California, United States of America. We make no representation that any aspect of the Hollywood Hispano website or our Services is appropriate or available for use in jurisdictions outside of the United States. Those who choose to access the Sites from other locations are responsible for compliance with applicable local laws.

### **Third Party Beneficiaries**

This Agreement does not create third party beneficiary rights enforceable by third parties.

### **Entire Agreement**

These Terms, and the policies incorporated herein, are the entire agreement between you and Hollywood Hispano. They supersede any and all prior or contemporaneous agreements between you and Hollywood relating to your use of Hollywood Hispano website or related services.

TM Hollywood Hispano 2015, All rights reserved.

## **Hollywood Hispano PRIVACY POLICY**

**Effective Date: June 18<sup>th</sup>, 2016**

Hollywood Hispano has developed this Privacy Policy, which details important information regarding the use and disclosure of user information collected on our family of websites that link to this Privacy Policy, including Hollywood Hispano as well as our other related mobile websites, mobile applications, services, tools, and other interactive properties that link to this Privacy Policy Applications and does not apply to any other Hollywood Hispano website or application where this policy is not posted. provides this Privacy Policy to help you make an informed decision about whether to use or continue using the services accessed through its Hollywood Hispano Applications (collectively, "Services").

### **Personal Information Collected**

When you register for an account, you voluntarily share certain personal information with us (e.g., your name, e-mail address, address, mobile number and/or credit card information).

You may provide us with additional personal information when you create a profile and interact with our features and functionality.

### **Tracking Technologies (Cookies, etc.)**

We use tracking technologies such as cookies and other similar technologies to measure usage and provide information that will be of most interest to you. More Info

We may collect additional information from you if you access our Hollywood Hispano Applications through a mobile device (e.g. unique device identifier, device's operating system, or mobile carrier).

### **Uses and Retention**

We use your information to connect you with other registered members when accessing our Services designed for sharing with third parties.

You agree that we can use the information for as long as you have an account for the time and reasons outlined in this Privacy Policy.

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### **Hollywood Hispano Search Databases**

Your profile will be accessible on the Hollywood Hispano website to other registered members as set forth in this privacy policy.

You are responsible for and must obtain proper authorization to provide information on behalf of a third party.

### **Payments and Account**

We will use your billing information for as long as you have an account for the time and reasons outlined in this Privacy Policy.

### **Disclosure of Information**

By using the Hollywood Hispano website, you agree that we may share your personal information and other information we collect with our, service providers, Industry Professionals (when accessing our Services designed for sharing with such third parties), legal and law enforcement, and others if there is a change of control and as set forth in this Privacy Policy.

### **Your Information Choices**

You can control how and when you want to receive promotional notifications from us on the Hollywood Hispano Applications.

### **Access and Review Options**

You can change your information either by editing your profile, deleting content that you have posted, changing your representation or closing your account. You can also ask us for additional information we may have about your account at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com).

We may retain certain information for archival purposes and if required by law.

### [Updates to this Privacy Policy](#)

You agree that we may notify you about material changes to this Privacy Policy by posting a new Effective Date on the Sites.

### [Contact](#)

Questions about our Privacy Policy or about our handling of your information may be sent to [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com) or as otherwise set forth in the Privacy Policy.

## **HOLLYWOOD HISPANO PRIVACY POLICY**

**Effective Date: May 5, 2016**

### **I. ACCEPTANCE OF PRIVACY POLICY AND SPECIAL NOTICES**

This Privacy Policy is incorporated into and subject to the Terms of Use found [here](#) (“Terms”). Each time that you access or use the Hollywood Hispano website, you signify that you agree to be bound by the Terms and this Privacy Policy. If you do not agree to the Terms and the terms of this Privacy Policy, you must discontinue accessing the Services available through the Hollywood Hispano website.

The Hollywood Hispano website and related Services provide a range of content hosting and communication services to actors, aspiring film makers models, dancers, voice-over actors and other artists (collectively, “Talent”), connecting Talent with agents and managers (“Talent Representatives”), casting directors (“Casting Directors”), and other professionals rendering services in motion picture, theatrical, radio, television and other entertainment enterprises (collectively, “Industry Professionals”).

#### **Special Notice To Talent**

There are practical considerations relating to the need for Industry

Professionals to review certain personal information and to contact Talent for casting purposes. By registering and creating a personal or represented profile ("Profile") which will be accessible on the Hollywood Hispano website, you understand that you are affirmatively choosing to provide and post personal information about yourself including, but not limited to, images, video, audio, your real and/or stage name, sizes and stats, skills, gender, ethnical appearance, address, and phone number. You further acknowledge and agree that such personal information may be accessible to other registered members of Hollywood Hispano website, who may be able to personally identify and locate you, and that you are aware of any and all risks inherent in so doing. Your information may also be viewable outside of the Hollywood Hispano website via web search engines, which are outside of our control.

### **Special Note About Minors**

**Hollywood Hispano does not accept the subscriptions to our service from minors or from talent representatives of Minors at this time. .**

### **Special Note About Talent Scout®**

If you have a personal Profile, you may opt-in to allow your Profile to be searchable by Talent Representatives so that you may be scouted for representation (this functionality herein known as "Talent Scout®"). To opt-in to Talent Scout®, click on "Representation" under your Profile preferences and select the type(s) of representation you are seeking. You may opt out of Talent Scout® at any time by changing your Talent Scout® preference to "Not Seeking Representation." Hollywood Hispano has no control over how Talent Representatives use your information.

### **Privacy Policy Updates**

We may change this Privacy Policy from time to time. Any revisions to our Privacy Policy will be posted here with the "Effective Date" identified at the top of the policy. Any revised policy will supersede and replace previous privacy policies, effective as of the date on which it is posted. You should check the Sites frequently for updates. We reserve the right to require that you affirmatively accept any updated privacy policy, but your use of the Hollywood Hispano website after any revised Privacy Policy has been posted represents and confirms your consent and agreement to all such changes. If you do not

agree to any of the new terms, please discontinue using the Hollywood Hispano website.

## **II. INFORMATION WE COLLECT**

### **Information Obtained Directly From You**

You can browse some areas of the Hollywood Hispano website without telling us who you are or revealing any personal information (i.e., name, email address, phone number, mobile telephone number, credit card information, and Profile or contact information) about yourself. If you (or someone you have expressly authorized to act on your behalf such as your Talent Representative, or, if you are under 18, the Registering Adult) create a Profile or purchase any paid services, you choose to give us your personal information. When you register for an account and create a Profile, use our Services, make a purchase, or otherwise engage with the Hollywood Hispano website you or your authorized Talent Representative or Registering Adult may provide certain non-public information to create your Profile or provide billing information (e.g., credit or debit card information, name and billing address). It is indicated on the Hollywood Hispano website whether any personal or demographic data must be provided for you to access and use the requested service.

For security purposes, we ask that you do not enter financial information into your Profile except in the fields provided for that information and advise that you do not put sensitive information such as social security numbers, national identification numbers, or any state, or other local identification numbers in any Profile or on any document posted online.

### **Content You Post**

The Hollywood Hispano website is designed to enable you to communicate with others and any information or content you post when participating with the Hollywood Hispano. There is no expectation of privacy when posting content or otherwise participating in such interactive forums and we have no control over how those users may use the information you make public. Therefore, you should exercise caution and discretion when deciding to disclose your personal information in a posting.

## **Mobile Information**

We may collect additional information from you if you access the Hollywood Hispano website through a mobile device such as your device's unique identifier, operating system, or mobile carrier.

We may also collect your location or GPS/Geo-location if you opt-in for us to do so.

## **Information Collected Through Tracking Technology**

In addition to any personal or other information that you choose to submit to us, we and our business partners may use a variety of tracking technologies including cookies, web beacons/GIFs, embedded scripts, e-tags, browser caching, and web logs (collectively, "Tracking Technologies") that automatically or passively collect certain information from your computer, mobile, or other access device ("Device") whenever you visit or interact with the Hollywood Hispano website. We may collect your operating system type or Device model, browser type, domain, and other system settings, the language your system uses and the region and country and time zone of your Device ("Region Location"), unique IP address or Device identifier ("Device Identifier") and information about the website you were visiting before you came to the Hollywood Hispano website you visit after you leave our Hollywood Hispano website, if this information is supplied to us by your browser (collectively, "Usage Information").

We may use Tracking Technologies for a variety of purposes, including:

### **Operationally Necessary**

We may use Tracking Technologies when required for system administration, or to prevent fraudulent activity, improve security, and allow you to make use of our Sites' functionalities.

### **Performance-Related**

We may use Tracking Technologies to assess the performance of our Services, including, as part of our analytic practices, to improve the content offered through the Services.

## **Functionality-Related**

We may use Tracking Technologies to tell us whether you have visited the Sites before or help us identify the features in which you may have the greatest interest.

Keep in mind that certain features of our Services are only available through the use of Tracking Technologies.

You may also encounter Tracking Technologies from our third party service providers that we have allowed on Hollywood Hispano website to assist us with analyzing how our members use our services and with information about your interests from your viewing of other sites and applications. The service providers we use will be identified here.

You also may encounter third party Tracking Technologies from links contained on certain pages of our Sites that we do not control and have not authorized. (For example, if you view a photographer's web page by clicking on an ad in the Photographer's Gallery, there may be a cookie placed by that web page).

We may also collect password information from you when you log in, as well as computer and/or connection information. During some visits, we may use software tools to measure and collect session information including page response times, download errors, time spent on certain pages, and page interaction information.

Our goal is to collect and use only the information that we think is required for our legitimate business interests, to better understand your interests, and to improve your experience using the Hollywood Hispano website.

## **Contacting Us**

When you provide us with information in connection with a particular activity or otherwise sign up for our Services or provide any contact information, including an email address or telephone number in connection with that activity, product or service, you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you about our Services using the contact information



you provided to us. You also attest that you have the legal authority over any telephone number you provide to us and can provide us with the authorization to contact you. This means we may contact you by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving.

### **Information From Other Sources**

The information we collect may be combined with information from other sources (e.g., demographic information, navigation information, additional contact information) that we have acquired in accordance with the law.

## **III. HOW WE USE OR SHARE YOUR INFORMATION**

### **How We Use Your Information**

We may use the information you give to us:

- To allow you to register for an account and create a Profile
- To respond to your requests
- To customize your experience and improve our Services
- For internal business use
- For other reasons which we'll explain to you when you provide the information
- As otherwise explained in this Privacy Policy

### **Database Services**

The Hollywood Hispan website is designed for networking, which enables registered members to see your Profile and to contact you through the Hollywood Hispano Applications. Therefore, information in your Profile may be visible to Hollywood Hispano website users who are searching the database or Talent Representatives who are scouting for talent or searching their own talent accounts. Please remember that information you disclose while participating in our Services may be accessed, used, and stored by other registered members. We attempt to limit access to our searchable database to members who we expect are legitimate industry professionals, but we do not do background checks of our members and cannot guarantee

who might gain access to the Hollywood Hispano Applications nor do we have control over how those users may use your personal information. Therefore, there is no expectation of privacy when posting, or otherwise participating in the Database Services. You may change or cancel your account at any time or make your Profile prospectively inaccessible to other registered members by following the instructions in the section, "Choice And Opt-out".

We have the right, but not the obligation, to monitor any activity and content associated with our Database Services. We reserve the right to take action in connection with any content we deem to be inappropriate. Please review our Terms for more information regarding your appropriate use of the Hollywood Hispano website.

## **Aggregate and Analyze Non-Personal Information**

### **Communicate With You and Third Parties at Your Request**

We use your information to contact you to maintain your account, to comply with your stated communication preferences and to provide other Services requested by you, as described at the time when we collect the information from you, or to contact you for other purposes authorized by law.

### **Offers and Promotional Messages**

We may also use your contact information to send you updates and communications about our Services including newsletters. If you do not want to receive such messages, you may opt out by changing your preference on the Create User page under the Profile section. You also will be given the opportunity, in any promotional email or text message that we send to you to opt out of receiving such messages in the future. It may take up to 10 days for us to process an opt-out request. Just follow the unsubscribe instructions included in each email or respond to the mobile text you receive with the word "STOP". You may also contact us at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com).

## **Legal Matters; Safety**

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 or governmental requests or as needed to support auditing, compliance and governance functions. Because Hollywood Hispano is a U.S. company and information collected on our Hollywood Hispano website 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, to enforce our Terms, or as otherwise required by law.

## **Sale Or Transfer Of Business Or Assets**

If Hollywood Hispano is sold or disposed of as a going concern, whether by merger, sale of assets or otherwise, or in the event of an insolvency, bankruptcy or receivership, personal information of our users may be one of the assets sold or merged in connection with that transaction. Information about our users may also need to be disclosed in connection with a commercial transaction where we, or any one of our businesses are seeking financing, investment, and support or funding.

## **Authorized Service Providers**

We may share your information with authorized third parties, such as our vendors, who help with our business operations, including the storage and processing of information for the uses listed in this Privacy Policy, such as e-mail originations, receipt of support services, customer relationship management services, analyzing data, providing marketing assistance, order fulfillment and sweepstakes promotion fulfillment and filings, and providing customer service (“Authorized Service Providers”). These Authorized Service Providers may be located in a country whose data protection laws are different from your country.

## **Processing Payments**

Information may be disclosed to process credit card transactions. In this case, established third party banking processing agents and distribution

institutions handle these transactions. They use the information to verify and authorize your credit card or other payment information and to process your order. In addition, we may disclose Information to third parties to verify the authenticity of any financial transaction involving our company or its subsidiaries or to update your billing information.

#### **IV. ACCESSING YOUR PERSONAL INFORMATION**

We want to make reasonable efforts to ensure that the information we keep for you is accurate and complete. Subject to our right to verify your authorization to change an account, you have the right at any time to access, review, update, or change your account Profile. You should promptly update your personal information if it changes or becomes inaccurate. Registered members can review and change personal information at any time by accessing their accounts. If for any reason you are concerned that the personal information you provided to us is not correct and you cannot change it by accessing your account, contact at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com). We may retain some information from closed accounts so that we can comply with law, prevent fraud, assist with investigations, resolve disputes, analyze or troubleshoot programs, enforce our Terms, or take other actions permitted by law. Likewise if your account or membership is terminated or suspended, we may maintain some information to prevent re-registration.

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

To update your Profile information, log in to your account and click on the “Profile” tab.

#### **Transferring a Profile to Another Talent Representative**

If you wish to transfer your Profile to another Talent Representative, please update your profile page. and list the agency you are moving from and the agency that you are moving to.

#### **Opting in to Talent Scout**

To opt-in to Talent Scout®, log in to your account and click on the “Profile” tab, click on “Representation” under your Profile preferences and select the type(s) of representation you are seeking.

## **Cancelling Your Account**

You may cancel your account at any time by contacting us. Support [@hollywoodhispano.com](mailto:support@hollywoodhispano.com)

## **Deactivation or Deletion of Your Profile/Account**

You may request that we deactivate or delete your Profile by logging into your account and clicking the "Profile" tab. You may also e-mail us at [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com). Your Profile and history will no longer be available to you or visible to users of the Hollywood Hispano website if you request that your account be cancelled or deleted. However, we are unable to delete information, including your personal information, from the systems of other Hollywood Hispano website users that have previously accessed your Profile. We will try to comply with your requests as soon as possible but changes requested of us may not be effective immediately. When you deactivate your account or ask that we delete your Profile on the Hollywood Hispano Applications we will retain logs and non-personally identifiable information about you along with an archival copy of your information, which is not accessible by you or third parties on the Hollywood Hispano website but which might be used by us for recordkeeping and internal purposes, including enforcing our Terms and demographic, reporting and research purposes.

## **Contact Us**

If you would like to contact us for any reason, please...

Email us at: [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com)

transactions or policy changes) for your registered account.

## **VI. IMPORTANT DISCLOSURES, PRACTICES AND CONTACT INFORMATION**

### **Security**

Hollywood Hispano uses a third party to process its credit card payment transactions. When you place an order for a paid service at Hollywood

Hispano , your credit card information is protected through the use of encryption, such as the Secure Socket Layer ("SSL") protocol. We also implement security measures to protect against the loss, misuse and alteration of information under our control. However, no security system can be 100% secure; accordingly, we cannot guarantee the security of any information provided to us in connection with the information that we collect. In addition, our searchable database gives registered users the ability to view your information and there are inherent risks associated with any such "public" forum and your use of the Hollywood Hispano Applications indicates that you are willing to assume this risk.

### **A Note to International Users**

The Hollywood Hispano website is operated and maintained by Hollywood Hispano whose address is Newport Beach, Ca. If you are visiting the Hollywood Hispano website 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. Data protection laws and other laws in the United States and other countries might not be as comprehensive as those in your country. By providing us with personal information and using our services, you consent to having your personal information transferred to and processed in our U.S. facilities, and to those third parties in accordance with this Privacy Policy.

### **Disputes**

If you choose to visit the Hollywood Hispano website, any dispute over privacy is subject to this Privacy Policy and our [Terms](#) including limitations on damages, resolution of disputes, and application of the laws.

### **Links To Other Sites**

The Hollywood Hispano website may contain links to third party websites that are outside of our control and 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, transfer, or share your personal information.

## **No Rights of Third Parties**

This Privacy Policy does not create rights enforceable by third parties or require disclosure of any personal information relating to users of the Hollywood Hispano website.

## **Contact Us**

If you have any questions about this Privacy Policy...

Email us at: [support@hollywoodhispano.com](mailto:support@hollywoodhispano.com)

## ***APPENDIX***

### **1. Tracking Technologies We May Use**

#### **Cookies**

A cookie is a data file placed on a device when it is used to visit the Sites. We use cookies to collect information for record keeping purposes and to make it easier to navigate the Sites. Cookies are stored on users' hard drives. We use both "session ID cookies" and "persistent cookies." Session ID cookies are used to store information while a user is logged into the Sites and expire when the user closes his/her browser. Persistent cookies are used to make tasks like logging into the Sites easier for returning users by remembering a user's login information. Persistent cookies stay on a user's hard drive from one session to the next. Flash cookies, known as local shared objects, are data files placed on a Device via the Adobe Flash plug-in that may be built into or downloaded by you to your Device to personalize your visit. Our third-party service providers also may use Flash cookies to collect and store information. Flash cookies are different from standard browser cookies because of the amount of, type of, and how data is stored. Cookies may be used for many purposes, including, without limitation, remembering you and

your preferences and tracking your visits to our web pages. You can choose to have your computer warn you each time a persistent or session cookie is being sent, or you can choose to turn off such cookies through your browser settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies.

### **Web Beacons/GIFS**

Small graphic images or other web programming code called web beacons (also known as 1×1 GIF, tracking pixel, pixel tag, or clear GIF) may be included in our web pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our Sites, to monitor how users navigate the Sites, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

### **Embedded Scripts**

An embedded script is programming code that is designed to collect information about your interactions with the Hollywood Hispano Applications, such as the links you click on. The code is temporarily downloaded from our web servers or a third party service provider onto the device you use to access the Hollywood Hispano website and, is active only while you are connected to the Sites. The embedded script is deactivated or deleted thereafter.

### **E-tags, Browser Caching, and Web Logs**

Like most standard web servers, our servers may log the IP address (a unique number assigned to every computer on the Internet) of the computer, or the device identifier of the mobile device that you used to access the Hollywood Hispano Applications in order to improve security, analyze trends and administer Hollywood Hispano website. We may also track your movement within the Hollywood Hispano Applications to gauge your usage and browsing habits, and gather other information such as the browser you are using, the Internet address from which you linked to our Hollywood Hispano Applications, and the operating system of your computer.



We use this information in the aggregate to:

gauge the effectiveness, usage, and popularity of the Hollywood Hispano Applications

- € track information for statistical purposes
- help diagnose and troubleshoot server malfunctions
- 📊 analyze trends
- 📍 track user movement
- 👤 gather broad demographic information

We may also use individual information we collect through web logs to send you targeted offers and other communications.

## HTML5

We use HTML5 in some of our applications, including in our mobile applications for the iPhone, iPad, and Android devices. HTML5 has browser web storage that does not rely on traditional browser cookies. Like Flash cookies, HTML5 cookies are not stored in a browser “cookies” file and, like Flash cookies, can be used to track users across websites. To our knowledge, there is currently no known way for a user of a mobile device to remove HTML5 tracking and storage.

## 2. THIRD PARTY TRACKING TECHNOLOGY PROVIDERS

**Effective Date: June 18<sup>th</sup>, 2016**

This is a list of third parties we may use to provide us information, reports, and

analysis about the usage and browsing patterns of users of the Hollywood Hispano Hispano website.

1. [Google Analytics](#)

- [Google Privacy and Terms](#)

**Promote your Heritage: Should you decide to leave HH as result of your personal success, you agree to allow HH to publish on our website all promotional materials we find in public internet space and prior content you posted with HH.**