

Talenthouse, Inc. Terms of Use Agreement

Welcome to talenthouse.com (the “**Website**”)! The Website is operated by Talenthouse, Inc. (“**Talenthouse**”) and allows you, either an Artist or a Supporter (both as defined below) (Artists and Supporters collectively, “**you**” or “**users**”) to: (a) participate in interactive features that Talenthouse may make available from time to time; or (b) simply view the Website (collectively, the “**Talenthouse Services**”). We prepared this Talenthouse, Inc. Terms of Use Agreement (“**Agreement**”) to help explain the terms that apply to your use of the Website.

In order to use the interactive features on the Website, you must first register with Talenthouse through Talenthouse’s online registration process. You may register with the Website either as an artist (“**Artist**”) or as a supporter (“**Supporter**”). Please see our registration page for more information about what interactive features of the Website Artists and Supporters are permitted to use. Regardless of how you decide to use the Website, your conduct on the Website is governed by this Agreement, the Talenthouse Privacy Policy http://assets.talenthouse.com/footer/Talenthouse_Privacy_Policy_CES_LAST.pdf and Talenthouse DMCA Notice http://assets.talenthouse.com/footer/Talenthouse_DMCA_Notice_and_Counter_Notice.pdf.

1. Your Use of the Website and Affirmative Representations.

When you use the Website, you represent that: (a) the information you submit is truthful and accurate; (b) you will update your contact information if it changes so that we can contact you; (c) you are not violating any applicable law or regulation; (d) you are 13 years of age or older; and (e) you will comply with the rules for online conduct and what you contribute to the Website, as discussed in Section 3 below.

2. Fees.

The Talenthouse Services are free of charge, but Talenthouse reserves the right to charge fees for the Talenthouse Services upon notice to you. Additional terms and conditions may apply to for-fee Talenthouse Services.

3. Rules Governing Public Contributions, Forums and Interactive Features.

The Website provides fora and other features for communication. Please read the Talenthouse Privacy Policy, available at http://assets.talenthouse.com/footer/Talenthouse_Privacy_Policy_CES_LAST.pdf to understand your privacy protections. You are entirely responsible for the content of, and any harm resulting from any of your postings or submissions to the Website including but not limited to Collaboration Video and Audio Recordings (as defined below) (collectively, “**Contributions**”). When you create or make available a Contribution, you represent and warrant that you:

- (a) own or have sufficient rights to post your Contributions, on or through Website;
- (b) will not post Contributions that violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of Talenthouse or any other person;
- (c) have fully complied with any third-party licenses relating to Contributions, agree to pay for all royalties, fees and any other monies owing any person by reason of Contributions that you posted to or through Website;

- (d) will not post Contributions that: (i) are defamatory, damaging, disruptive, unlawful, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable or incite, encourage or threaten immediate physical harm against another, including but not limited to Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual, or (ii) contain material that solicits personal information from anyone under 13 or exploits anyone in a sexual or violent manner;
- (e) will not post Contributions that contain advertisements or solicit any person to buy or sell and products or services (other than Talenthouse products and services);
- (f) will not use the Website for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications or engaging in unauthorized framing of, or linking to, the Website without the express written consent of Talenthouse;
- (g) will not post Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on Talenthouse or others' computers or equipment, designated to enable you or others to gather information about or monitor the online or other activities of another party;
- (h) will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website, including, without limitation, hacking into the Website, or use the system to send unsolicited or commercial emails, bulletins, comments or other communications;
- (i) will not impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
- (j) will not use the Website or the Talenthouse Services if you are located in a country embargoed by the United States or are on the United States Treasury Department's list of Specially Designated Nationals or are a convicted sex offender; or
- (k) will not place a link to any page on this Website if such page contains content that would violate this Agreement.

4. Assignment of Collaboration Videos and Audio Recordings to Talenthouse.

Talenthouse may make a creative collaboration space (“**Collaboration Space**”) available on the Website where Artists can work together with other Artists to create art. Artists agree to assign, and hereby assign to Talenthouse all of Artist's rights in the Collaboration Videos and Audio Recordings (as defined below) that they post on the Website. “**Collaboration Videos and Audio Recordings**” means video and audio recordings of Artists using the Collaboration Space on the Website. Collaboration Videos and Audio Recordings does not include the Artists' art work itself that is created in the Collaboration Space. Artists retain all of the rights in the actual artwork that they create in the Collaboration Space.

5. Grant of License to Talenthouse for Contributions.

Talenthouse does not claim any ownership right in the Contributions that you post on or through the Website (except with respect to Collaboration Videos and Audio Recordings defined in Section 4, above). After posting your Contributions on the Website, you continue to retain any rights you may have in your Contributions, including any intellectual property rights or other proprietary rights associated with your Contributions, subject to the license you grant to Talenthouse herein.

Talenthouse needs a license from you so that we can use your Contributions on the Website or elsewhere. By making a Contribution to the Website, you grant to Talenthouse a perpetual, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to Talenthouse), fully-paid, and royalty-free (meaning that Talenthouse is not required to pay you to use your Contribution), sublicensable (so that Talenthouse can use affiliates, subcontractors and other partners such as wireless carriers and hosted service providers to make the Website available to you and provide you with the Talenthouse Services) and worldwide (because the Internet and the Website are global in reach) license to use, modify, create derivative works of, publicly perform, publicly display, reproduce and distribute the Contribution in connection with the Website or the Talenthouse Service or the promotion thereof in any media formats and through any media channels.

This license does not grant Talenthouse the right to sell your Contribution. If you remove your Contribution from the Website, we will cease distribution as soon as practicable; however, you understand and agree that Talenthouse may retain archived copies of your Contributions.

6. Passwords.

When you create an account with the Website, you will be asked to supply a password. You must keep your password and sign-on credential confidential, and are responsible for all use of your password and account.

7. Intellectual Property Rights of Talenthouse.

All of the content on the Website (“**Materials**”), the trademarks, service marks, and logos contained on the Website (“**Marks**”) are owned by or licensed to Talenthouse and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Talenthouse reserves all rights not expressly granted in and to the Website and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all copyright and other proprietary notices contained in and on the materials. You agree that you will not circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials on the Website. You further agree not to access the Website by any means other than through the interface that is provided by Talenthouse, unless otherwise specifically authorized by Talenthouse in a separate written agreement.

8. Talenthouse’s Management of the Website/User Misconduct.

8.1 Talenthouse’s Website Management. Talenthouse may, but is not required to: (a) monitor or review the Website for violations of this Agreement and for compliance with Talenthouse’s policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Contribution or any portion thereof that may violate this Agreement, the law or any Talenthouse policy or are excessive in size or burdensome, may violate the law, this Agreement, or any Talenthouse Policy; and/or (d) manage the Website in a manner

designed to protect the rights and property of Talenthouse and others or to facilitate the proper functioning of the Website.

8.2 Talenthouse's Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, TALENTHOUSE RESERVES THE RIGHT TO, IN TALENTHOUSE'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY DENY ACCESS TO AND USE OF THE WEBSITE TO, ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

8.3 Risk of Harm. Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Website and that you give to other Website users. You are discouraged from posting the following information on the Website: your full name, telephone numbers and street addresses. Despite this prohibition, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Website. We expect that you will use caution and common sense when using the Website.

9. Term.

This Agreement shall remain in full force and effect while you use the Website. You may terminate your use or participation at any time, for any reason, by ceasing use of the Website. Upon termination of your Website account for any reason, Talenthouse will close your account, and you will no longer be able to retrieve materials contained in the account. Even after your use and participation is terminated, this Agreement will remain in effect, including sections: 1-5, 7-10 and 13-20.

10. Copyright Policy.

Talenthouse may terminate the account and access rights of any repeat infringer. If you are a copyright owner or the legal agent of a copyright owner, and you believe that any user submission or content on the Website infringes upon your copyrights, you may submit a notification pursuant to the Talenthouse Digital Millennium Copyright Act Notice http://assets.talenthouse.com/footer/Talenthouse_DMCA_Notice_and_Counter_Notice.pdf.

11. Modifications.

The Internet and technology are rapidly changing. Accordingly, Talenthouse may modify this Agreement from time to time. Talenthouse will contact you if we do so, which is why it is important that you notify us immediately if your email address changes. If you are a registered user, you will be asked to click to accept the new Agreement the next time you log on to the site in order to be able to use the interactive portions of the Website. We will also put any revised versions of this Agreement on the Website with a notice advising of the change. It is therefore important that you regularly check the Website for any announcements about revisions and keep your contact information current to ensure you are informed of any changes.

12. Casting Calls, Sweepstakes, Giveaways, and Skill Contests.

Talenthouse may provide users with the opportunity to post and participate in casting calls and to solicit applications, resumes, and pieces of work. When soliciting persons to respond to such postings, users of the Site may not guarantee or promise that a result will occur or any type of prize, reward, money, job, etc. will be awarded.

Users of the Site are strictly prohibited from soliciting entries for any type of sweepstakes, giveaway or skill contest, unless the user: (a) fully complies with applicable federal and state laws and regulations; and (b) posts official rules governing the sweepstakes, giveaway or skill contest.

If you believe that any third party offering a sweepstakes, giveaway or skill contest on this Site is in violation of applicable laws or regulations, please contact us at office@talenthouse.com.

13. Third Party Websites.

The Website may contain links to other websites (“**Third Party Websites**”) and may permit you to post information on third party websites (such as MySpace, Facebook and You Tube). Talenthouse does not own or operate the Third Party Websites, and Talenthouse has not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Websites. The availability of these links on the Website does not represent, warrant or imply that Talenthouse endorses any Third Party Websites or any materials, opinions, goods or services available thereby or thereon. Third party materials accessed through or used by means of the Third Party Websites may also be protected by copyright and other intellectual property laws. The materials you post on Third Party Websites may be subject to those Third Party Websites’ terms of use and other agreements. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY WEBSITES. BEFORE VISITING A THIRD PARTY WEBSITE BY MEANS OF THE WEBSITE OR A LINK LOCATED ON THE WEBSITE, USERS SHOULD REVIEW THE THIRD PARTY WEBSITE’S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER WEBSITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF SUCH THIRD PARTY WEBSITES.

14. Disputes Between Users.

You are solely responsible for your conduct. You agree that Talenthouse cannot be liable for any dispute that arises between you and any other user.

15. Disputes with Talenthouse, Choice of Law and Forum.

You and Talenthouse agree to submit to the exclusive jurisdiction of the state and federal courts located in California. You and Talenthouse further agree that any disputes shall be resolved under the substantive law of the state of California (exclusive of its choice of law provisions). The Convention for the International Sale of Goods shall not apply.

16. Disclaimers.

ALL CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. BY OPERATING THE WEBSITE, TALENTHOUSE DOES NOT REPRESENT OR IMPLY THAT TALENTHOUSE ENDORSES ANY CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS AVAILABLE ON OR LINKED TO BY THE WEBSITE, INCLUDING WITHOUT LIMITATION CONTENT HOSTED ON THIRD PARTY WEBSITES, OR THAT TALENTHOUSE BELIEVES CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS

TO BE ACCURATE, USEFUL OR NON-HARMFUL. TALENTHOUSE CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TALENTHOUSE OR THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, TALENTHOUSE AND EACH OF ITS ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF.

TALENTHOUSE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT, THE CONTENT OF ANY WEBSITE LINKED TO THIS WEBSITE, CONTRIBUTIONS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE WEBSITE OR LINKED TO BY THE WEBSITE. TALENTHOUSE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

17. Limited Liability.

IN NO EVENT SHALL TALENTHOUSE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, CONTRIBUTIONS, MATERIALS OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TALENTHOUSE'S LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED ~~-\$100~~.

18. Liquidated Damages.

You acknowledge and agree that spam is harmful to a site, service or network and causes injury, including damage to reputation and goodwill, which is difficult to measure. As a reasonable estimation of harm, you agree to pay Talenthouse \$50 for each unsolicited commercial email or other unsolicited commercial communication that you send from, to or through the Website.

19. Indemnity.

You agree to indemnify and hold Talenthouse, its subsidiaries, affiliates, and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or distribution, posting or creation of Content or Materials in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

20. Miscellaneous.

- 20.1 Entire Agreement.** This Agreement constitutes the entire agreement between you and Talenthouse regarding the use of the Website and supersedes any prior or contemporaneous understandings and agreements between you and Talenthouse related to the subject matter hereof.
- 20.2 Independent Contractors.** Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between Talenthouse and any user.
- 20.3 No Third Party Beneficiaries.** This Agreement is between you and Talenthouse. There are no third party beneficiaries to the Agreement.
- 20.4 Section Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- 20.5 Non-Waiver.** The failure of Talenthouse to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
- 20.6 Severability.** This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 20.7 Assignment.** You may not assign your rights under this Agreement to any third party; Talenthouse may assign its rights under this Agreement without condition.

This Agreement was last updated on: **June 18, 2009**