

# Terms and Conditions

(Version 1.1 applicable from ...../...../2019)

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## 1. Introduction

1.1 These terms and conditions (hereinafter referred to as the “**Terms**”) set out below will govern your use of this website which can be found at www.....com.cy (hereinafter referred to as the “**Website**” or “**Site**”).

1.2 The Website is owned and operated by CAST CASTING AGENCY (Julia Constantinou), in Cyprus (hereinafter referred to as “**us**”, “**we**”, “**our**” or “**CCA**”).

1.3 Please carefully read these Terms. By using the Website and/or by submitting your acceptance on the relevant notifications posted on the Website, you are deemed to have read, understood, agreed to and consented to these Terms.

1.4 These Terms should be read alongside the Website Privacy Policy found [here](#).

## 1.5 Definitions

“**Website User or User**” means any natural or legal person accessing or otherwise using the Website, including a user who creates a Model Account.

“**Model Account**” means a Website account created by a user for the purpose of creating, maintaining and using a model portfolio on the Website.

## 2. Disclaimer

2.1 This Website may contain information, text, data, graphics, photographs, videos, sound recordings, illustrations, artwork, names, logos, trademarks, copyrighted material and information about us, or our products and services and general information which may be provided in the form of, documents, podcasts or via an RSS feed as well as user submitted content (hereinafter referred to as the “**Information**”).

2.2 The Website and the Information is provided “AS IS” and on an “AS AVAILABLE” basis and we do not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Website or any of the Information. We have tried to ensure that all the Information provided on the Website is correct at the time of publication. No responsibility is accepted by us or on our behalf for any errors, omissions, or inaccurate Information on the Website. Furthermore, we do not warrant that the Website or any of the Information will be uninterrupted or error free or that any defects will be corrected.

2.3 Although we attempt to ensure that the Information contained in the Website is accurate and up-to-date, we accept no liability for the results of any action taken on the basis of the

Information it contains and all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded by law.

**2.4** In no event will we be liable for any loss including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Website or any of the Information.

### **3. Linking**

**3.1** We accept no responsibility for the content of websites or web pages to which this Website is linked, nor do we accept responsibility for any losses or penalties incurred as a result of your use of any links or reliance on the content of any website to which this Site is linked. We are not responsible for the content of external websites that link to this site or contained in this Site.

**3.2** You may not frame, link or deep-link this Website to any other website without our prior written consent.

### **4. Computer Viruses, Worms and Trojan Horses**

Whilst we use reasonable endeavours to protect this Website from computer viruses, worms, Trojan Horses and similar detrimental code (hereinafter referred to as the “**Destructive Features**”), we do not warrant that the Website is free from such Destructive Features and accept no liability for any damage that may result from the transmission of any Destructive Feature via this Website or via any files which are available for you to download from the Website.

### **5. Copyright and Reproduction**

**5.1** Except as is otherwise indicated and except for user submitted content, we are the owner and/or licensee of the copyright in all the content featured on this Website and of all related intellectual property rights, including but not limited to all database rights, trade marks, copyrighted material and logos.

**5.2** You are permitted to download, print, store temporarily, retrieve and display content from the Website on a computer screen or on a mobile device, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk for your personal use.

**5.3** You are not permitted (except where you have been given express permission to do so) to adapt or modify the content on this Website or any part of it and the content or any part of it may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way to any third parties for commercial gain.

## **6. Data Protection and Privacy Policy**

These Terms should be read alongside the Website [Privacy Policy](#).

## **7. Changes to the Terms**

We reserve the right, at our discretion, to make changes to any part of the Website, the content, the Information or these Terms. Should these Terms be amended, we will publish details of the amendments on the Website and/or we will post a notice on the Website.

## **8. Severability**

If these Terms or any part of them is found to be illegal, invalid or otherwise unenforceable under the laws of any country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that country.

## **9. Events beyond our control**

We will not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

## **10. File Download**

Files and Information available for download from the Website are subject to these Terms.

## **11. Feedback and Submissions**

You agree that you are and shall remain solely responsible for the contents of any submissions you make or content you post on the Website, and you will not submit to the Website material that is unlawful, defamatory, abusive or obscene. You agree that you will not submit anything to the site that will violate any right of any third party, including copyright, trademark, privacy or other rights.

## 12. General Terms

### 12.1 Website Users shall not:

- (a) transmit, post, distribute, store or destroy material, including without limitation Website Information or content or user submitted content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of our [Privacy Policy](#);
- (b) take any action that imposes an unreasonable or disproportionately large load on our Site's infrastructure;
- (c) use any device to navigate or search the Site other than the tools available on the Site or generally available third-party web browsers;
- (d) use any data mining, robots or similar data gathering or extraction methods;
- (e) violate or attempt to violate the security of the Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- (g) reverse engineer or decompile any parts of the Site;
- (h) aggregate, copy or duplicate in any manner any of the content or information available from the Site, including expired job postings, other than as permitted by these Terms;
- (i) frame or link to any content or information available on the Site, unless permitted by these Terms;
- (j) post or submit any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by law or by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (k) post any content on behalf of another party, unless under the capacity of parent and/or legal guardian;
- (l) defer any contact from an employer to any agent, agency, or other third party;
- (m) create multiple accounts or profiles for the same person or legal entity or organisation;
- (n) share with a third party any login credentials to the Site;

- (o) access data intended for another user or logging into a server or account which a user is not authorized to access;
- (p) post or submit to the Site any incomplete, false or inaccurate biographical information or information belonging to another user or to another person or legal entity or organisation;
- (q) submit content that contains restricted or password-only access pages, or hidden pages or images;
- (r) solicit passwords or personally identifiable information of other users or of another person;
- (s) delete or alter any material posted by any other user;
- (t) harass, incite harassment or advocate harassment of any person or group, or of any legal entity or organisation;
- (u) send unsolicited mail or email, make unsolicited phone calls or otherwise send unsolicited communication in writing or other permanent form, promoting and/or advertising products or services to any user, or contact any users that have specifically requested not to be contacted;
- (v) attempt to interfere with the provision of our services to any, some or all users, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- (x) use the Services for any unlawful purpose or any illegal activity, or post or submit any content that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by our discretion; or
- (y) post content which is not genuine or content which attempts to advertise or promote products or services.

**12.2** Violations of the Site's system or network security may result in civil and/or criminal liability. We will investigate occurrences which may involve such violations and

may involve, and cooperate with, law enforcement authorities in prosecuting users and or persons or legal entities or organisations who are involved in such violations.

**12.3** As a User of the Site, you are responsible for maintaining the confidentiality of your account, profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all uses of your Site registrations and passwords, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your account, profile, or passwords.

**12.4** We reserve the right to deny a user from creating an account at our absolute discretion and for purposes including but not limited to, preventing multiple accounts, fraudulent accounts or misrepresentation of a user's true legal or other status or a user's true identity and preventing users from registering an account to pass off as another person or legal entity. We also reserve the right to delete an account and the user submitted content or information in case of a breach of these Terms at our absolute discretion, for purposes including but not limited to the above, or in case a User's account has been inactive for a period of .....months/years at our absolute discretion.

**12.5** When you register with the Site, you will be asked to create an account and provide us with certain information including, a valid email address.

**12.6** Any information you submit upon registration or thereafter must be accurate. The registration procedure requires standard fields to be completed and you may not include in these fields information other than those requested.

**12.7** You understand and acknowledge that you have no ownership rights in your account and that if you cancel your account or your account is terminated, all your account information and content, will be marked as deleted in and may be deleted from our databases and will be removed from any public area of the Site. Information or content may continue to be available for some period of time because of delays in propagating such deletion through our servers. In addition, other users or third parties to whom you have communicated your information may retain some or all of your information that has already been stored by them.

**12.8** In order to protect our users from commercial advertising or solicitation, we reserve the right to limit the usage of the Site's features at our absolute discretion. You shall use the services and the Site's features in accordance with all applicable privacy and data protection laws.

**12.9** Content submitted by a Website User may not contain:

(a) any hyperlinks, other than those specifically authorised by us;

(b) misleading, unreadable, or "hidden" keywords, repeated keywords or irrelevant keywords, as determined in our absolute discretion;

- (c) the names, logos or trademarks of unaffiliated companies other than those belonging to the user or that the user has been authorised to use by the registered owner thereof;
- (d) inaccurate, false, or misleading information;

**12.10** A Website User may not:

- (a) post content in a manner that does not comply with applicable local, national and international laws, including but not limited to laws on data privacy, data access and use, and intellectual property;
- (b) sell, promote or advertise products, services, any franchise, pyramid scheme, membership, distributorship, or sales representative agency arrangement;
- (c) post any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (d) advertise sexual services or seek employees for jobs of a sexual nature;
- (e) request the use of human body parts or the donation of human parts, including, but not limited to, reproductive services such as egg donation and surrogacy;
- (f) endorse a particular political party, political agenda, political position or issue;
- (g) promote a particular religion;

**12.11** We reserve the right to remove any content from the Site, which in the reasonable exercise of our discretion, does not comply with these Terms, or if any user submits or posts content that we believe is not in our best interests.

### **13. Fees for Using the Site**

Registering an account and the main features and services of the Site are free of charge but we reserve our right to add new features or services, and our right to provide enhanced options on existing features or services, whereby the use of such new or enhanced features or services may be subject to a one time or periodical charge. In any case, registering an account and the main features and services of the Site shall remain free of charge unless we notify you of any changes.

#### **14. Contractual relationship**

The registration of a Model Account on the Website, does not create a contractual relationship between us and the model (or the model's parent or legal guardian in the case of a child model) except insofar as stated in this clause and clause 15. Nor does the registration of a Model Account necessarily mean that the model shall be recruited by our clients and no such guarantee is made by us. A contractual relationship will only arise if and when a client of ours chooses to recruit a model holding a Model Account on the Website and for this purpose a written agreement document shall be drafted and signed by all contracting parties.

**By registering a Model Account on this website, the model agrees that he/she shall not take part in any video commercials or video advertising (including television, youtube or other social media) unless with the written approval of Julia Constantinou.**

#### **15. Model Release**

The model agrees to confer on Julia Constantinou with Cypriot Identity number: 894472 address ..... telephone number ..... email address....., trading as CAST CASTING AGENCY, a registered tradename with number EE49054 with address (hereinafter referred to as "**the Agency**"), the absolute and irrevocable right and permission with respect to the photographs and videos that the Agency has taken of him/her or that I have been submitted to the Agency, in which the Model may be included with others, to use, re-use, publish, or re-publish such photographs or videos in whole or in part, in their original form or edited, separately or in conjunction with other photographs or videos, in any medium, for the purposes of maintaining and using the model portfolio and for the purpose of exhibiting the model portfolio to its clients.

Furthermore, the Model releases and discharges the Agency from all and any claims and demands ensuing from or in connection with the use of the photographs or videos, including any and all claims for intellectual property rights, libel or infringement of privacy. This authorization and release shall extend to the benefit of the legal representatives, licensees and assignees of the Agency.

#### **16. Governing law**

These Terms are subject to Cyprus law and to the exclusive jurisdiction of the Cyprus Courts.