

RIGHTEOUS TALENT AGENCY WEBSITE TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS AND CONDITIONS

Righteous Talent LLC hereinafter, (the “Company” or “We”) are pleased to welcome you to this website, and any subsequent modifications to the website (collectively referred to as the “Website”). By using the Website, you are agreeing to the following terms and conditions (hereinafter, “T&C,” “Terms & Conditions”), including the Privacy Policy, which shall be incorporated herein by reference as if restated herein at length.

2. DESCRIPTION OF SERVICES

The information and features included in this Website are subject to change at any time without notice. By accessing or linking to this Website, you assume that the information and services provided on this Website are provided “AS-IS.” You further agree that the Company shall not be liable to you or any third party for any modification, suspension, interruption or discontinuance of any services provided in access to the Website.

3. TALENT REPRESENTATION

You hereby agree that Company will be your manager or talent agent of record on any project and booking through Righteous Talent LLC. You will have the right to advertise and publicize Company as your talent agent in a professional manner consistent with entertainment industry customs and practices. You hereby agree that Company will be paid agency commissions and/or compensation of twenty percent (20%) of all gross monies received as compensation for your professional services on each project or booking, even if such project and/or booking extends beyond the term stated in a long form talent representation agreement provided by Company. In the event you fail to sign and/or return the long form talent representation agreement while proceeding with any booking(s), these terms and conditions shall apply to and govern each booking between you and the Company. Any amendment and/or variations made to the long form talent representation agreement by you shall not be valid and binding unless the Company has agreed in writing to such amendment. In the event of any inconsistency or contradiction between these terms and conditions and the long form talent representation agreement, the terms and conditions of the long form representation agreement shall control.

4. CONTENT OWNERSHIP

This Website and all of its contents, including but not limited to, directories, photographs, illustrations, images, trademarks, logos, domain names, trade names, service marks and any and all copyrightable material (collectively referred to as the “Material”) are owned by or licensed to the Company or other authorized third parties and are protected from unauthorized use. You hereby give the right and permission to Company to use and publish any photographs, links, video, recordings, and any other intellectual property you submitted through the Website, and hereby release and indemnify Company from any and all liability from such use and publication.

5. YOUR OBLIGATIONS

You agree that the use of the services provided on this Website are subject to the Privacy Policy and you consent to the Company’s collection and use of aggregate and personally identifiable information as detailed in the Privacy Policy.

If your application is approved, you agree to pay an annual tech fee in the amount of one hundred ninety-nine dollars (\$199.00) for the maintenance of your online profile with the third-party provider. All fees are non-refundable and payable to Company within 3 business days of signing the talent contract.

You agree that you will be responsible for any user id and password that may be issued to you for your use on the Website and that you will be personally responsible for what occurs under your user id. You further agree that while using the Website, you will not post any content which is unlawful, threatening, abusive, defamatory, offensive, obscene, or otherwise objectionable in any way; engage in fraudulent misrepresentations; post any content which violates the intellectual property rights of another; engage in any activity that disrupts the services of this Website in any way; or otherwise violate any state or federal law. You consent and agree that the Company may preserve and disclose your personally identifiable information as required by applicable laws when necessary to protect our rights, to prevent fraud, in accordance with our Privacy Policy, or when required to comply with any judicial process, administrative process, court order, or other legal process served on our website.

You agree that you will be solely responsible for any information that you post or upload (“User Content”) and you warrant and represent that the User Content does

not and will not infringe on any copyright or any other third party right, nor violate any applicable law or regulation; and you have the right to grant any and all necessary rights and licenses, including without limitation, all necessary copyright and other related rights to the User Content, and the right to hyperlink to any web page links you provide, free and clear of any encumbrances, without violating the rights of any person or entity, including any right to privacy or publicity.

The Company will determine your compliance with the Terms & Conditions in its sole and absolute discretion, and its decision shall be final and binding. Any violation of these Terms & Conditions may result in restriction on your access to all or part of the Website and may be referred to law enforcement authorities. Any waiver of any of the Terms & Conditions shall be of no force or effect unless made in writing and signed by a duly authorized officer of the Company. Company reserves the right to modify or discontinue this Website, or any portion thereof without notice to you or any third party. Upon termination of your membership or access to the Website, or upon demand by the Company, you must destroy all materials obtained from this Website and all related documentation and all copies and installations thereof.

6. INDEMNIFICATION

You, on behalf of yourself and each of your heirs, successors, and assigns, divisions, officers, owners, shareholders, members, partners, employees, representatives and agents hereby fully, finally and forever agree to indemnify, defend, and hold harmless (including attorney's fees) the Company and its heirs, successors, predecessors, assigns, officers, members, employees, agents, principals and representatives from any lawsuit, claim or demand, including any attorney's fees made by any third party arising out of User Content submitted by you and made available through the Website, your violation of the Terms & Conditions or violation of any rights of another.

7. TERMINATION

The Company reserves the right to terminate these Terms & Conditions and/or suspend your access to the Website and the services provided on the Website at any time, with or without cause, with or without notice. You agree that upon such termination, the Company, its heirs, predecessors, successors, assigns, related entities, officers, members, employees, representatives and agents shall not be liable to you or any third party under any circumstances.

8. THIRD PARTIES

You agree that these Terms & Conditions are between you and the Company and shall not be construed to the benefit of any third party.

9. LIMITATIONS ON LIABILITY

YOU AGREE THAT IN NO EVENT SHALL THE COMPANY, ITS HEIRS, PREDECESSORS, SUCCESSORS, ASSIGNS, RELATED ENTITIES, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNATIVE DAMAGES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS OR YOUR USE OF THE WEBSITE. BY AGREEING TO THESE TERMS & CONDITIONS AND ACCESSING THE WEBSITE, YOU AGREE TO HEREBY WAIVE ANY RIGHTS FOR ANY CLAIMS FOR DAMAGES.

TRADEMARKS & COPYRIGHTS

Any Company trademarks, logos or service marks hereinafter, (the “Company Marks”) are the property of the Company and shall not be used by you without the express written permission of the Company.

The Company respects the intellectual property rights of others. Therefore, if you or any third party believes that intellectual property rights are being infringed in any way on the Website, pursuant to the Digital Millennium Copyright Act (the “DMCA”), the Company shall be notified at the following address:

Righteous Talent LLC
8 Campus Drive
Suite 105 Room 1033
Parsippany, NJ 07054

To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following please consult legal counsel or see Section 512(c)(3) of the U.S. Copyright Act to comply with these requirements:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing or to be the subject of infringing activity and that is the removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Such written notice should be sent to Company's designated agent.

10. REPRESENTATIONS AND WARRANTIES

You represent and warrant that you are at least eighteen (18) years of age. You represent and warrant that you are free to enter into this contract (either for yourself or as an Authorized Representative of minor (as defined in Privacy Policy) and to provide services set forth herein without any obligations which conflict with any of the provisions hereof. You represent and warrant that you will not enter into any agreement(s) which is inconsistent with your obligations hereunder. You shall use reasonable efforts to act in a reasonably conscientious and professional manner and do such things as are reasonably necessary or appropriate to promote your career and earnings therefrom.

11. GOVERNING LAW

These Terms & Conditions and Privacy Policy shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without giving effect to any conflict of law principles. Any disputes arising under, out of, or in any way connected with these Terms & Conditions and Privacy Policy shall be submitted to arbitration to the American Arbitration Association in New Jersey, in accordance with the Commercial Arbitration Rules promulgated by said association, and judgment upon any award rendered may be entered in any New Jersey court having jurisdiction thereof. In the event of arbitration arising from or out of these Terms and Conditions and Privacy Policy or the relationship between the parties created hereby, the prevailing party or parties shall be entitled to recover any and all reasonable attorney's fees and other reasonable costs incurred in connection therewith. This mandatory arbitration provision shall remain in full force and effect, notwithstanding the nature of any claim or defense hereunder, excluding any request for injunctive relief.

12. WAIVER AND SEVERABILITY

The failure of the Company to assert a right under these Terms & Conditions and Privacy Policy or insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse a similar or subsequent failure to perform any such term or condition by you. These Terms & Conditions are severable, and in the event that any provisions shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.