

TERMS AND CONDITIONS OF USE

Updated as of January 3, 2022

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Your access and use of www.TalentManagers.org (hereinafter the "Site") is provided subject to the following Terms and Conditions of Use ("Terms of Use"). These Terms of Use create a contract between you and the Talent Managers Association ("TMA," "we," "our," or "us"). If you are using this Site on behalf of a third-party, you represent that you are authorized to accept these Terms of Use on that third-party's behalf.

- 1. License.** As a user of the Site, you are granted a limited, nonexclusive, non transferable, revocable license to access and use the Site and its content only in accordance with these Terms of Use. We may suspend or terminate this license, modify these Terms of Use, or change or discontinue any aspect, feature, or service of the Site at any time for any reason. Please check these Terms of Use periodically for modifications, additions, and/or deletions. Any such modifications, additions, and/or deletions will be effective immediately upon posting to the Site. Your use of the Site after such posting will be deemed to constitute acceptance by you of any such changes.
- 2. Limitations on Use.** The content on the Site is for information and personal use only and not for commercial exploitation. Users must be at least 18 years of age or have parental or guardian consent to use this Site. Those under the age of 18 may not submit Personal Information to our site (see [Privacy Policy](#)). The Site contains interactive features that allow us to collect information, including Personal Information, as defined by our [Privacy Policy](#), and other content (collectively, "Material"). You are solely responsible for your use of any of these interactive features, and you use them at your own risk and with full understanding that we may collect Personal Information as outlined in our [Privacy Policy](#). Your use of our Site must comply with the user guidelines herein, and all other rules we post, which may be updated from time to time. We reserve the right, but do not have the obligation, to monitor, choose to remove or include, and/or otherwise edit any Material in accordance with our [Privacy Policy](#), where applicable. We are not liable for any failure, delay, or damages caused by our monitoring, inclusion or removal, and/or editing of any Material.

You may **not**:

- copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Site, except to the extent expressly authorized herein or by law;
- reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or its content or use any network monitoring or discovery software to determine the architecture of the Site, or to extract information about usage or users;
- use any robot, spider, algorithms, other automatic device, or manual process to access, monitor or copy our Site or its content (except to the extent necessary for public search engines to create searchable indices);
- record TMA calls, video conferences, webinars, or programs without express consent from the TMA;
- provide any Material that you do not have permission, right or license to provide;
- provide objectionable, offensive, unlawful, deceptive or harmful content;
- provide Personal Information or otherwise private or confidential information belonging to others without first obtaining their necessary consent;
- impersonate or misrepresent your affiliation with another person or entity;
- plan or engage in any illegal, fraudulent, or manipulative activity;
- provide Material that contains a virus or other harmful or disruptive content, or that could disrupt or interfere with our Site or the other networks or servers connected to the Site;
- engage in activity that transmits unauthorized or unsolicited advertising, spam, chain letters, or any other form of solicitation; and/or
- engage in any activity that violates any local, state, national or international law, ordinance or regulation, or that gives rise to civil or criminal liability.

Should you violate any of these provisions, you agree that you shall be solely liable for any damage resulting therefrom.

3. **Intellectual Property.** You agree that the Site is protected by copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary rights and laws. Unless otherwise indicated, all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress and service names included in the Site (hereinafter “Marks”) are trademarks of the TMA, or our licensors, sponsors or suppliers, and are protected by intellectual property laws of the United States and/or other countries. You may not use, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the Site’s content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of Material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted Material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You do not acquire ownership rights to any Materials posted on or viewed through the Site. The posting of information or Materials on the Site does not constitute a waiver of any right in such information.

TMA respects the rights of copyright owners. If you believe that your work appears on our Site in a way that constitutes copyright infringement, please provide our general counsel with the following information (consult your legal counsel and/or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed;
 - a description of the copyrighted work that you claim has been infringed;
 - a description of where the Material that you claim is infringing is located on our Site, and information reasonably sufficient to permit us to locate the Material;
 - your address, telephone number and email address;
 - a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

To notify us of an alleged copyright infringement, please contact the [TMA General Counsel](#).

4. **Account Creation and Security.** You may need an account in order to use some of the functionality of the Site. The creation of an account may include our collection of your Personal Information, as set forth in our [Privacy Policy](#). If you provide Personal information relating to another person or company, you are responsible for obtaining any necessary consent from that person or company before providing the information to us. The TMA is not responsible for obtaining such consent. To protect your account, please keep your username and password confidential. You are responsible for all activity that takes place on or through your account and for all information, including Personal Information about you or others that you provide whether in draft or final/completed form. If you learn of any unauthorized use of your username, password or account, please notify the TMA at Secretary@TalentManagers.org and take the appropriate steps to reset your password.
5. **Grant of License to Use Material You Provide.** By providing Material to the TMA, you understand and agree that you are granting to us - and represent and warrant that you have the right to grant to us - a non-exclusive, perpetual, irrevocable, royalty-free right and license to use, publish, reproduce, modify, edit, redact, translate, distribute, sub-license and otherwise use such Material in any form, media or technology now known or hereafter developed for our legitimate business purposes consistent with the terms of our [Privacy Policy](#), as applicable. You also agree that your provision of Material to the TMA shall not impose any obligation on the TMA, whether of attribution, compensation, or otherwise, unless specifically agreed to by the TMA. **Please do not provide to the TMA any unsolicited talent submissions, autograph requests, scripts, treatments, pitches, or other such material. You understand and agree that the TMA is not obligated to review, use or respond to any such**

material, is not responsible for the protection of any such material, and may choose to discard any unsolicited material without any liability whatsoever.

6. **Financial/Billing Information.** We use a third-party payment processor to bill and/or process payments that you make through our Site for services and/or products including, without limitation, membership, events, programs, sponsorships, donations and/or merchandise. You can add, delete or modify at any time your credit card and/or banking information, which will be temporarily stored on a server intended to be secure, and will be used solely to process your purchases. We will retain this information to facilitate servicing you in the future. The processing of payments may be subject to the terms, conditions, and policies of third-party payment services in addition to these Terms of Use. You acknowledge that we do not have control over the terms, conditions and policies of such third-parties, and that we may change third-party payment processors at any time. We have no automatic obligation to provide refunds or credits. Requests for a refund or credit will be evaluated on a case-by-case basis in our sole discretion.
7. **Unlawful Activity.** If you violate the provisions of these Terms of Use, we reserve the right to suspend or terminate your use of the Site, seek any and all legal and equitable remedies against you, and take other action that we deem necessary and appropriate, including, without limitation, reporting suspected unlawful activity to legal authorities, regulators or other such third parties and disclosing your Personal Information, usage history, posted Materials, IP addresses and other Site trac information to them as we deem necessary.
8. **Objectionable Content.** If you see objectionable content or have questions about any of our Terms of Use, please contact us at Secretary@TalentManagers.org.
9. **Links to Third-Party Sites.** Links to other third-party sites may be available on our Site. Inclusion of any third-party site on this Site is for convenience only, and does not constitute our approval or endorsement of the third-party site or the products, services or opinions contained therein. Such third-party sites may contain information that is illegal, or that some people may find offensive or inappropriate. You acknowledge that we do not control, monitor, or review the content from third-party sites, and are not responsible for the accuracy, legality, decency, or any other aspect of the contents or transmission given or received through such sites. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products or other materials on or available from any third-party sites. Your provision of information, including Personal Information, to third-party sites is at your own risk and subject to the policies on such sites before providing them with your information.
10. **Disclaimer.** YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE TMA DOES NOT WARRANT OR GUARANTEE THE ADEQUACY, COMPLETENESS, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITE OR ITS CONTENT, OR THAT THE SITE OR CONTENT WILL BE ERROR-FREE, VIRUS-FREE, OR FREE FROM OTHER HARMFUL COMPONENTS. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE TMA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
11. **Limitation on Liability.** The TMA shall not be liable for any loss, injury, claim, liability, or damage of any kind (including, without limitation, any special, direct, indirect, incidental, punitive, actual, exemplary, consequential or other damages, including loss of income, pain and suering, emotional distress, and/or attorneys' fees), even if the TMA has been advised of the possibility of such damages, in any way due to, resulting from, or arising in connection with: (a) your use of the Site or the use of the Site on your behalf; (b) the unavailability or interruption of the Site, its content or any features thereof; (c) the Site's content of any errors or omissions therefrom. IN NO EVENT WILL THE LIABILITY OF THE TMA (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO THE TMA FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH SUCH LIABILITY AROSE, AND SUCH AMOUNTS SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST THE TMA AND ANY AFFILIATED PARTY.
12. **Indemnification.** You agree to indemnify, defend and hold harmless the TMA and its ocers, directors, employees, members, volunteers, agents, representatives, successors, and assigns (the "TMA Parties") from all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including interest, penalties and attorneys' fees, that may be asserted against or incurred by the TMA and/or the TMA Parties at any time by a third party due to, resulting from, or arising in connection with your use of the Site or your violation of any law or rights of any third party.

You will cooperate as fully as reasonably required in the defense of a claim, etc. against the TMA and/or the TMA Parties. The TMA and the TMA Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any such matter without the written consent of the TMA and/or the TMA Parties.

13. **Governing Law and Jurisdiction.** You acknowledge and agree that the Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. You hereby submit to exclusive jurisdiction in the federal and state courts of California, and you agree to expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.
14. **Notices and Contact Information.** You acknowledge and agree that we may contact you either through the Site or via the contact information you provide (e.g. email, phone number, mailing address). You agree to keep your contact information current.
15. **General.** If any part of these Terms of Use is held to be invalid or unenforceable, such part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the TMA, and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Any failure of ours to act with respect to a breach by you or others of these Terms of Use does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter thereof. The provisions of this Agreement will survive termination or expiration to the extent necessary to carry out the intentions of the parties.