

Networks Casting Services Policies

NetworksCasting.com and KidsCastingNetwork.com Policies (revised 11/1/12)

1. Definitions

Throughout this document contract the following words and expressions shall have the following definitions or meanings:

- a. Networks Casting Services henceforth shall be referred as NCS.
- b. Kids Casting Network henceforth shall be referred as KCN.
- c. NCS and KCN; also known as “we”, “our”.
- d. Talent henceforth also known as “you”, “your”.
- e. Service is any use of networkscasting.com and/or kidscastingnetwork.com.
- f. Client henceforth also known as “agency”, “manager”, “casting company”, “production company”, “advertising agency”, or similar.
- g. Third Party also known as but not limited too; casting companies, production companies, advertising agencies, www (aka: World Wide Web), photographers, and similar.
- h. Website and/or Site henceforth also known as www.networkscasting.com and www.kidscastingnetwork.com.

2. Privacy

- a. NCS and KCN websites are for entertainment hire related purposes only. Any misuse of websites other than entertainment related hire is strictly prohibited.
- b. Talent is responsible for his or hers profile privacy. NCS or KCN is not liable for misuse of talents profile, password, or content, including Third Party usage.

3. Basic and Pro+; Registration, Subscription, or Membership required for use of NCS or KCN services.

- a. Registration, Subscription, &/or Membership valid for one (1) year from date of execution.
- b. Registration, Subscription, &/or Membership is non-transferable under all circumstances.
- c. Photo, Video Reel, and Voice Clip add-on features are valid for one (1) year from date of execution.

4. Registration, Subscription, & Membership Fees

- a. NCS and KCN reserve the right to modify fees related to website at any time. Any subscriptions and fees changes will be posted on the NCS and KCN website.
- b. Talent may cancel service within 10 days if website implemented subscriptions or fees changes.
- c. Any usage of website after 10 days of subscription or fee changes implies acceptance of website updates.

5. Billing & Payments:

- a. NCS and/or KCN membership, registration, and add-on feature fees are non-transferable.
- b. Talent will be billed at the time and date of placing the add-on feature. Each add-on feature is valid for (1) year from date of execution.
- c. Payments are only accepted through NCS or KCN website via PayPal. (www.paypal.com)
- d. Talent must have a minimum of (1) add-on feature to maintain Pro+ membership.
- e. Failure to renew expired basic membership service contract within 30 days of expiration will result in removal from NCS or KCN service and use of websites.

7. Refunds:

NCS or KCN talent members may cancel service membership within (10) calendar days of initial add-on feature for a full refund. Service contracts are non-refundable after 10th day of service usage.

8. Profile

8.1: Information

- a. As a NCS or KCN member; all profile information entered is required to be accurate, current, and true.
- b. Minors under the age of 13 may not use websites without parental or guardian supervision.
- c. False or inaccurate information entered in to your talent profile can result in legal action against you and termination from NCS or KCN indefinitely.
- d. Your NCS or KCN profile requires verification every three (3) months to ensure accurate information is entered on your profile at all times.
- e. Stunt profile field is for Expert Only! Do not enter "Stunt Field" unless certified or qualified expert. Minors under 13 years of age cannot enter Stunt Field on profile.

8.2: Content – photographs, images, illustrations, video reels, clips, or any similar forms are reviewed when uploading to your profile to assure to unlawful material.

- a. No nude or pornographic material accepted to NCS or KCN website.
- b. All minor's content must be clothed. No minor content in swimsuit or similar will be approved to profile.
- c. No content containing obscene, racially or sexually offensive, threatening or abusive material will be accepted to NCS or KCN profiles.
- d. Any violation of 8.2 Content will result in immediate termination from NCS or KCN and use of website. If required, law enforcement will be notified.

9. Scheduling

9.1: Availability & Submitting

- a. NCS and KCN require notice at all times via your online availability calendar.
- b. It is your responsibility to mark definite available dates or not available dates on your availability calendar.
- c. If you are unavailable for any reason, you MUST mark calendar date(s) "not available". Unassigned calendar dates will automate to "not available".
- d. You can submit your profile directly or through NCS and KCN job board. Direct talent submissions via email profile are the Talents responsibility.
- e. Misuse of NCS or KCN job board submissions can result in termination from NCS or KCN indefinitely. Do not submit if you do not fit the part.
- f. All submission are tracked by NCS and KCN for accuracy..

9.2: Accepting & Confirming:

- a. NCS and KCN talent members are required to confirm ASAP any audition or booking with the casting company via phone, text, or email.
- b. Failure to confirm an audition or booking can be treated as a cancellation and possible termination from NCS or KCN indefinitely.
- c. You may accept and confirm casting calls directly for an audition or booking if calendar date is available. It is your responsibility to update your calendar when accepting and confirming casting calls directly.
- d. Failure to update calendar may result in "double booking" which is treated as a cancellation.
- e. You are required to follow all instructions provided by the casting company.
- f. Arrive camera ready in proper attire, hair and makeup ready, with all coordinating accessories.
- g. If required, please have wardrobe changes neatly hung in a garment bag.
- h. Always plan on arriving early – Tardiness may result in the loss of an audition or booking and possible future work through that casting company and possible termination from NCS or KCN indefinitely.
- i. Treat each assignment as if this were your full time job – Dress the part!
- j. Not showing up to a confirmed work call qualifies as immediate grounds for termination from NCS and KCN indefinitely.

9.3: Recalls or Multiple Day Calls:

- a. Casting will attempt to notify you of multiple day calls in advance whenever possible.
- b. Recalls require immediate notification or update to your Talent availability calendar.
- b.1: Talent embers must notify casting company of recall immediately if booked for the same date.
- b.2: Failure to accept recall is treated as a cancellation and possible termination from NCS or KCN indefinitely.

9.4: Cancellations:

- a. NCS and KCN permit cancellations due to recall on another show with proof thereof. No other cancellations are acceptable.
- b. Cancellation of audition or booking through NCS or KCN because you failed to update your calendar schedule or conflicts thereof is grounds for termination from NCS and KCN indefinitely.
- c. Under no circumstances other than those outlined above (9.4a) qualify as a justifiable exception to NCS or KCN cancellation policy.

10. Conduct:

- a. You agree not to submit, publish or display; on NCS or KCN website, any defamatory, offensive or vulgar material or content.
- b. Use or distribution of content or material for other than entertainment related hire is strictly prohibited.
- c. Use, impression, or tampering of any member profile other than your own assigned NCS or KCN profile is strictly prohibited.
- d. Use, solicitation, involvement, or attempt to associate as or with NCS or KCN and websites, without written permission from NCS and KCN is strictly prohibited.

11. Update of Terms:

- a. NCS and/or KCN may modify, change, or eliminate any aspect of this agreement at any time. All updates to this agreement will be posted on the NCS and KCN websites.
- b. Use of NCS or KCN service after implemented changes after 10 days imply acceptance by Talent of such updates.

12. Usage of Content:

NCS and KCN content is protected and controlled by CastApple Studio software, copyright of CastApple Inc. (www.castapple.com). All profile content is property of talent, NCS and KCN has non-exclusive right of use, duplication, promotion, market, campaign, or similar of talents profile content without limitation. By joining NCS or KCN you grant permission for NCS or KCN and its partners, royalty free, without limitation right to use of content.

13. Liabilities:

NCS, KCN, and clients are not liable for additional costs, fees, or similar for service use. As a NCS and/or KCN member, you understand that it is your responsibility to protect your content with the use of service. NCS and KCN are not responsible for third party costs or fees.

14. Copyrights:

All service use of NCS and KCN is copyright of NCS and KCN, its partners and affiliates. Any portions of service cannot be copied, duplicated, transferred, transmitted, shared, or sold without written permission from NCS and KCN. Violation of service or contract will be subject to lawsuit.

15. Consequence:

As a member of NCS and/or KCN, you are required to follow all policies, instructions, terms, and definitions. Violation of any listed above in this document, NCS and KCN reserve the right to terminate any membership without prior notice.

16. Disclaimers:

Use of NCS and KCN service is at your own risk. NCS and KCN disclaim any warranties of any kind as to the use and content of service. NCS and KCN are not responsible for third party costs, fees, interruptions, or similar, including but not limited to, service, tech support, software, damages, repairs that may occur during the service usage.

17. Labor Code:

As a Talent Listing Service, NCS, KCN, and websites supply listings of auditions, employment, or engagements related to the entertainment industry. This is not a talent agency contract. Only a Talent Agent Licensed pursuant to may engage in the occupation of procuring, offering, promising, or attempting to

procure employment or engagements for an artist. A dispute arising out of the performance of the contract by the Talent Listing Service that is not resolved to satisfaction of the Artist should be referred to a Local Consumer Affairs Department or Local Law Enforcement, as appropriate.

18. Your Right to Cancel Membership:

You may cancel this contract and obtain a full refund, without any penalty or obligation, if notice of cancellation is given, by email, within 10 business days from the date or the date on which you commence utilizing the services under the contract, whichever is longer. For purposes of this section business days are Monday through Friday. To cancel this contract, email: networkscasting@gmail.com , not later than midnight of the tenth (10th) business day of contract. No refunds allowed thereafter. Talent may cancel basic or pro+ membership at any time.