

CASTFINDER's TERMS OF USE

The following terms of use (these "Terms of Use") govern your access to and use of the Castfinder website and/or Platform, including any content functionality services offered on or through www.castfinder.eu and/or any other related platform(s), which are owned or controlled by Castfinder Ltd company, having its registered office in 16th June 1943 street, number 16,"Glastonos Court", Flat 16E, Limassol, Cyprus (hereinafter, the Castfinder Platform and the Website, are collectively, referred to as the '**Website**') Castfinder Ltd and its subsidiaries are collectively referred to as "**Casftinder**", "we" or "us", "you" or "user" means you as a user of the Website.

Please read the Terms of Use carefully before you start to use the Website. By **using the Website, opening an account or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Use and Payment terms and Talent Agreements(General Terms) and/or Producer Agreement(General Terms) and any other policies introduced, which is incorporated herein by reference. You further acknowledge, you have read and understood our Privacy Policy, found [here](#).** If you do not want to agree to these Terms of Use or Privacy Policy or any other agreement mentioned, you must not access or use the Website.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms of Use. The Terms of Use apply to all visitors, users and/or other persons, who access and/or use the Website.

This Website is offered and available to users who are at least 18 years of age and of legal age to form a binding contract. If you are under 18 and at least 13 years of age, you are only permitted to use the Website through an account owned by a parent or legal guardian with their appropriate permission. If you are under 13 you are not permitted to use the Website or the Castfinder services. By using the Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. Additionally, all users may be requested by Castfinder to verify their age and/or credentials during the Talent onboarding process.

Our Castfinder Support team is available, if you have any questions regarding the Website or Terms of Use. Contacting our Castfinder Support team can be performed by submitting a request (insert email).

Definitions

Castfinder Support means the email available for Users or Producers or Talents to communicate any of their clarifications, complaints, reports of violations or any other. The email is info@castfinder.eu

Producer means any user, who has register as producer, on the Castfinder Platform and who is interested in using the Services of the Talents through the Castfinder Platform.

Talents means any individual, who has completed the internal onboarding process of Castfinder and who is willing to use the Castfinder Platform as a toolkit and according the General Terms, Agreements, Policies, so as to provide his/her/them/their Services to Producers.

Talent Bookings means the interest shown by the Producers, after they have visited the Talent's Profile, and their intention to make an offer for the Services shown in the Talent's Profile. Castfinder platform introduces this offer, as a toolkit, for the Services to the Talents and the Talents accept or reject the offer.

Talent Booking Dates means the dates where the Talents mark as available in their personal calendars and/or as their Castfinder Platform calendar available only to them in their Talent Profile.

Talent's Profile means the data that the Talent agrees to share on his Castfinder Platform profile, to the general public and to the Producers registered on Castfinder Platform, and as per the General Terms, Schedules, Data sharing agreement and the consent letter.

Service Price means the price that the Talent charges for the delivery/completion of its Services, usually calculated in an hourly rate in (€) euros and/or any other way, as per the General Terms and the Schedules, the Service Agreement and on the terms and conditions of the Policies and/or the Terms of Use introduced in the Castfinder Platform

Services means the services that the Talent is able to complete and/or deliver and/or offer to Producers, as part of its description in the Talent's Profile and as mentioned in the General Terms, Schedules and in Castfinder Platform.

OVERVIEW

- Only registered users may use and sell services on Castfinder. Registration is free, subject to an onboarding process. In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.
- Castfinder is a tool that assists users to either find Talent and/or allow Talents where applicable to provide their Services as independent third parties.
- Producers pay Castfinder in advance any fees related with the purchase/delivery of the Services of a Talent. Upon delivery of the Service, the Producers shall email Castfinder info@castfinder.eu a confirmation of attendance, to release the payment of the Service to the Talent.
- Services are run through by creating a “Project” found on in the Producer’s Profile, who thereafter chooses the Talent so as to obtain a Quotation. Upon receiving the Talent Booking confirmation, the Producer must proceed to payment.
- For Fees and Payments please read [Payment terms](#)
- Talents must fulfil their orders for Services, and may not cancel orders on a regular basis or without cause. Cancelling orders without prejudice, enables Castfinder to cancel Talent’s Profile and/or even ban the user.
- Users may not offer or accept payments using any method other than placing an order through Castfinder Platform.
- When purchasing the Services of a Talent, Producers are granted all and any intellectual and moral rights for the delivered work by the Talent, unless otherwise specified in the Talent’s Profile.
- We care about your privacy. You can read our [Privacy Policy](#)
- Users undertake to comply with Castfinder’s Policies, Agreements, Terms of Use and Privacy Policies and/or any other policies introduced, applicable to the Castfinder community and marketplace in addition to these Terms of Use, as updated from time to time.

Talents

Basics

Talents recognize that upon use of the Castfinder Platform, they recognize the Castfinder Platform as a tool, that enables them to sell their services to Producers.

Subject to the User registering as Talent, all Talents acting and/or are shown and/or are projected on the Castfinder Platform shall always be considered as independent third parties.

Upon successful registration as a Talent, you will receive an email to provide all related onboarding documents Castfinder needs as per the onboarding standards, and a link will be shared with you to create your Talent Profile within 24 hours of approval.

Castfinder Platform enables the Talents to solicit and/or get Talent Bookings from Producers as independent third-party services providers, which includes services ordered and confirmed by the Producers through the Talent's portal.

For the delivery of services through the Castfinder Platform, a Services Agreement is concluded directly between the Producer and the Talent. The Service agreement is deemed to be concluded, from the moment that the Talent Booking is accepted by the Talent, communicated to Castfinder and an email confirmation is sent to the Producer, that its/his/her payment has been received. The Service Agreement is concluded through an offer and acceptance model based on the Talent Booking under the local laws. The Talent will solely be liable for the performance of the Services according to the Service Agreement formed.

By operating the Castfinder Platform, Castfinder acts only as a provider of the information society service and is neither a party to the Services Agreement. Castfinder is not the provider of the Services and is not liable in any way for the performance of the Services Agreement.

The Talents, as users shall hereby authorise Castfinder to act as the Talent's commercial booking tool in relation to any Services Agreements with Producers. The Talent hereby grants Castfinder a right and/or authority to book the Talent's Services based on the Services Agreement as per the Service Price List given by the Talent (see Talent Agreement) including, but not limited to collect the Service Price, Toolkit Fee (where applicable) or other fees payable by the Producer. Then, Castfinder shall forward the relevant funds to the Talent in line with the Service Agreement, the General Terms of Use and/or any Payment Policy introduced. The Talent acknowledges that the payment obligation of the Producer arising from the Services Agreement and (where applicable) from any other agreement between them, is deemed to be fulfilled when the payment is paid onto the bank account of Castfinder.

In consideration for Castfinder's services as the tool and/or toolkit for mediation and facilitating the completion of the Services Agreements, the Talent shall pay the Toolkit Fee to Castfinder per every single Talent Booking made by Producers, confirmed through the Castfinder Platform. The Toolkit Fee is calculated as a percentage from the aggregate gross Service Price earned by the Talent from the Talent Bookings placed through the Castfinder Platform during a particular reference period, as per each Service Agreement formed.

Upon successful completion and/or delivery of Services by the Talent, Castfinder shall transfer to the Talents the related Service Price List fees less the Toolkit fees.

By subscribing and using the Castfinder Platform, the Talents agree to be bound by the Service Agreement, the present Terms of Use, the Private policy and Talent Agreement General terms and any other policies introduced by Castfinder from time to time, and as amended.

Talents are solely responsible for obtaining a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance and delivery of their Services.

Services provided through the Castfinder Platform may not violate the Terms of Service and/or our Talent Agreement- General terms and /or any other guidelines or policies introduced.

Producers

Basics

Users who are interested to register as Producers, need to complete the relevant forms for onboarding as such, which are provided on the Castfinder Platform.

Producers may request services from the Castfinder Platform "New Project".

Upon requesting Services ("Quote"), the Producer shall estimate that will get a response within 48 hours as to whether the Talents agree with the terms of the Service agreement. In the event, that the quotation requested cannot be delivered or is rejected, then the Castfinder reserves the right to present available options to the Producer.

Upon confirmation from the Talent as to the Quote, Castfinder Platform will notify the Producer with an email about the confirmation of the Service Agreement and request payment for the Services.

Producers may not offer direct payments to Talents using payment systems outside the Service Agreement.

In consideration for Castfinder's services as the tool and/or toolkit for mediation of the Services Agreements, the Producer shall pay the Booking Fee to Castfinder per every Talent Booking of the Producer, which was made through the Castfinder Platform. The Booking Fee is calculated at 10% of the total amount of cast.

Orders

Castfinder Platform allows the quotes/ offers to include more than one request of Service/ Talent Booking, at once. This does not create a collective order, but rather an individual request of Service for each Talent, treating each Talent Booking separately.

Please note that when making payments, you will have to proceed to payments in the designated Bank Account as per our Payment Policy. In case you have been asked to use an alternative payment method, please report it immediately to Castfinder Support www.castfinder.eu/contact.

Once payment is confirmed, your Services order/Project will be given a unique Castfinder Project numbering, should you need any further assistance please contact us.

Talents must complete and deliver the Services as per the Talent's Profile. Once completed and delivered, the Producer has to send an email to Castfinder's at info@castfinder.eu, to release the payment of the Talent. Upon confirmation by the Producer of the delivery of Services, payment shall be made to the Talent. In the event that the Producer delays confirmation of delivery of services for a period of more than 7 business days, then payment shall be completed, without the need of written confirmation by the Producer.

Disputes and Cancellations

We encourage our Talents and Producers to try and settle conflicts among themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage of the Site, users can contact Castfinder Support for assistance info@castfinder.eu. For more information about disputes, Order cancellations and refunds please refer to the [Payment Policy](#).

User Conduct and Protection

Castfinder enables users to sell and purchase Services they need and/or request and/or can provide.

Castfinder maintains a friendly, community-spirited and professional environment. Users should keep to that spirit while participating in any activity or extensions of Castfinder. This section relates to the expected conduct users should adhere to while interacting with each other.

To report a violation of our Terms of Use and/or Policies and/or Talent Agreement- General Terms, user misconduct or enquiries regarding your account, please contact our Castfinder Support team www.castfinder.eu/contact.

Basics

Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Castfinder Platform in order to circumvent or abuse the Castfinder platform is not permitted.

Any necessary exchange of information required to deliver and/or order a Service may be exchanged within the Castfinder Support.

Castfinder does not provide any guarantee of the level of Service offered to Producers. Castfinder only provides details as to the ranking of Talents.

Castfinder does not provide protection for users who interact outside of the Castfinder platform.

All information and file exchanges must be performed exclusively through the Castfinder platform.

Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.

Castfinder is open to everyone. You undertake not to discriminate against any other user based on gender, race, age, religious affiliation, sexual orientation or otherwise and you acknowledge that such discrimination may result in the suspension/removal of your account.

Users may not submit proposals or solicit parties introduced through Castfinder to contract, engage with, or pay outside of Castfinder's instructions.

Reporting Violations

If you come across any content that may violate our Terms of Service and/or our policies and/or Talent Agreement-general terms and/or any other policies introduced, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service. All cases are reviewed by trust and safety. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

Violations

Users may receive a warning to their account for violations of our Terms of Service and/or our Community Standards or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address. Warnings do not limit account activity but can result in your account being placed on hold and may affect your eligibility or lead your account to becoming permanently disabled.

Non-Permitted Usage

- **Adult Services & Pornography** - Castfinder does not allow any exchange of adult oriented or pornographic materials and services.
- **Inappropriate Behaviour & Language** - Communication should be friendly, constructive, and professional at all times. Castfinder condemns bullying, harassment, and hate speech towards others.
- **Phishing and Spam** - Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their Service orders.
- **Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided to Castfinder to share among the parties. Talents and/or Producers further confirm that whatever information they receive from the Producers, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Producer. Any users who engage and communicate off (not from) of Castfinder will not be protected by our Terms of Service and/or other policies introduced.
- **Authentic Talent Profile** - You may not create a false identity on Castfinder, misrepresent your identity, create a Talent Profile for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, services, location, personal characteristic etc., must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. Castfinder reserves the right to require users to go

through a verification process in order to use the Castfinder Platform (whether by using ID, phone, camera, etc.).

- **Intellectual Property Claims** - Castfinder will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service.
- **Fraud / Unlawful Use** - You may not use Castfinder for any unlawful purposes or to conduct illegal activities.

User Generated Content

User Generated Content ("**UGC**") refers to the content added by users as opposed to content created during the course of delivering the Services. All content uploaded to Castfinder website/platform by our Users (Producers and/or Talents) is User Generated Content. Castfinder does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations and the user uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it. By uploading to, or creating content on, the Castfinder platform/website, you represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to use and/or upload such content and that such content or the use thereof in the Site does not and shall not (a) infringe or violate any intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions; and/or (c) violate any of your or third party's policies and/or terms of service. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, Castfinder is not responsible for the content, quality or the level of service provided by the Talents. We provide no warranty with respect to the Services, their delivery, any communications between Producers and Talents during or prior to the delivery of the Services. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate services.

By offering a service, the Talents undertakes that they have sufficient permissions, rights and/or licenses or insurance to provide, sell the Service that is offered on Castfinder. Talents advertising online their services (or Talent Profile) through Castfinder, must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal from the Castfinder Platform, as applicable, and may lead to the suspension of Talent's Profile account.

Intellectual Property - Ownership

Ownership and limitations: When purchasing a Service of a Talent, through the Castfinder Platform/Website, unless clearly stated otherwise on the Talent's Service Agreement, when the work is delivered, and subject to payment received in the Castfinder bank account, the Producer is granted all intellectual property rights, including but not limited to, copyright in the work delivered from the Talent, and the Talent waives any and all moral rights (inclusive) therein. Accordingly, the Talent expressly assigns to the Producer the copyright in the delivered Service. All transfer and assignment of Intellectual Property to the Producer shall be subject to full payment for the Service, and the delivery may not be used if payment is cancelled for any reason. For the avoidance of doubt, in custom created Service (such as art work, design work, report generation etc.), the delivered work and its copyright shall be the exclusive property of the Producer and, upon delivery, the Talent agrees that it thereby, pursuant to these Terms of Service and/or agreements and/or policies, assigns all right, title and interest in and to the delivered work to the Producer. All Services (including for custom created Services) can be used for personal use, you will own all rights you require for such use, and the use of it for any charge or other consideration, or for any purpose that is directly or indirectly in connection with any business, or other undertaking intended for profit.

If you intent to use the Services for radio, television and internet commercials, you will need to disclose such intention to the Talents and the Castfinder Platform. If such disclosure does not occur, any Intellectual Property delivered by Talents, may not be the sole ownership of the Producers.

Furthermore, users (both Producer and Talents) agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to Castfinder, including texts, photos, videos, usernames, user photos, user videos and any other information, including the display of Services, may be used by Castfinder for no consideration for marketing and/or other purposes.

There is no warranty, express or implied, with the purchase of this delivery, including with respect to fitness for a particular purpose. Neither the Talent nor Castfinder will be liable for any claims, or incidental, consequential or other damages arising out of this license, the delivery or your use of the delivery. In the event that there is such claim, the Producers undertake to indemnify the Castfinder and the Talents for all expenses, irrespective of whether these are reasonably expected, including among others any legal fees suffered for representation.

Abuse and Spam

- Multiple Accounts - To prevent fraud and abuse, users are limited to one active Castfinder account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Castfinder will be disabled. Mass account creation may result in disabling of all related accounts.

Note: any violations of Castfinder's Terms of Service and/ and/or our policies and/or Talent Agreement-general terms and/or any other policies introduced, is a cause for permanent suspension of all accounts.

- Targeted Abuse - We do not tolerate users who engage in targeted abuse or harassment. This includes creating new multiple accounts to harass members through our message or ordering system.
- Selling Accounts - You may not buy or sell Castfinder accounts.

Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CASTFINDER NOR ANY PERSON ASSOCIATED WITH CASTFIINDER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL CASTFINDER, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The term “Affiliate” referred to herein, is an entity that, directly or indirectly, controls, or is under the control of, or is under common control with Castfinder, where control means having more than fifty percent (50%) voting stock or other ownership interest or the majority of voting rights of such entity.

Rights

Castfinder grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable and non-sublicensable license to access and use the Castfinder. You agree and undertake that you shall not use Castfinder Platform in such a way, or, post to or transmit to the Castfinder any statement, material or Communication that:

- Is unlawful or which gives rise to civil or criminal liability;
- Infringes the Intellectual Property Rights of any third party;
- Interferes with, disrupts, or, negatively affects the Castfinder, or, the servers, or, networks connected to the Castfinder Platform;
- Comprises any information and/or data technically harmful, including, but not limited to, computer viruses, such as Trojan horse virus, worms, logic bombs or other malicious software or harmful data;
- Is or may be interpreted as being abusive, pornographic, aggressive, defamatory, untrue, discriminatory, violent, obscene, inflammatory, racist in any way whatsoever, or, harassing towards any person;
- May be deemed a marketing or commercial communication or promotes the products or services of any services other than those of the Website;
- Promotes any illegal or unlawful activity, including but not limited to terrorism, solicitation, gambling or the sale of prescription medicines, drugs or weapons;
- Is aimed at persons under the age of 18 or which seeks or attempts to make any arrangement to meet a child under the age of 18 with intent to abuse them or which may have such a meeting as its object or effect;
- Contains any restricted material, including but not limited to passwords, medical information, classified government or military information or confidential information of any person.

Governing Law:

The Courts of Cyprus have exclusive jurisdiction to settle any dispute arising under, or, in connection with these Terms of Use or Privacy Policy or any other agreement mentioned, you must not access or use the Website (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).

Indemnity:

Except otherwise stated herein, you state and acknowledge that you shall indemnify and hold harmless Website from and against any and all claims, legal actions, losses, damages, liabilities, costs and expenses asserted against, imposed upon Website, arising out of, or, relating to:

- the use of the Website;
- any misrepresentation, or, breach of warranty provided by you, under these Terms of Use or Privacy Policy or any other agreement mentioned, you must not access or use the Website;
- any act or omission in the course of your performance hereunder;
- any claim of infringement arising from the use of the Website.

Other:

- Terms of Use or Privacy Policy or any other agreement mentioned, you must not access or use the Website, and any terms disclosed and agreed by you, contains the entire agreement between you and the Website regarding the use of the Website.
- All the above Terms of Use or Privacy Policy or any other agreements mentioned in the Castfinder platform, are of the essence of the contract and any User or Talent failing to comply with any one of them is liable to pay damages to the Castfinder in addition to any other remedy provided by or mentioned, and you must not access or use the Website.
- If any of the provisions of this Agreement, is held invalid, the remainder of this Agreement shall continue in full force and effect.
- If any provision of this Agreement shall to any extent be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and each of the provisions of this Agreement shall be valid, legal and enforceable to the fullest extent permitted by law.
- The failure of Castfinder to seek redress for violation of or to insist upon the strict performance of any agreement, covenant or condition of these Terms of Use and/or Agreements and/or Policies as introduces from time to time, shall not constitute a waiver with respect thereto or with respect to any subsequent act.