

## Terms of Use - Please Read and Agree with the Following User Agreement:

Do not complete the User subscription unless you read the following User terms and conditions carefully BEFORE completing the e-commerce enrollment process and BEFORE agreeing to this User Agreement. This must be agreed to BEFORE access will be issued, BEFORE User can add User data and upload photos. By logging into the www.HollywoodOS.com website, you agree to this User Agreement. By selecting the "I Agree" radio button to continue with User access, you are agreeing to the User Agreement, which will be archived as a downloadable screenshot, providing proof as your electronic signature and acknowledgement for your e-commerce subscription purchase. After you agree to the User Terms and Conditions/User Agreement, you will then be granted exclusive subscription access to the User account allowing you to add User data and photos. Until User Agreement is agreed to, User will be unable to add photos and User data.

A subscription to HOLLYWOOD OS® gives you exclusive access to all of the content from HOLLYWOOD OS® in print and online. The subscription includes advance casting information and notices that may appear online before any print edition. HOLLYWOOD OS® subscription also enables you to create a free account in the HOLLYWOOD OS® Talent Search Engine®. All policies are subject to change at any time. There are no refunds. It is your responsibility to periodically review all cancellation policies, account and user profile information, Terms of Use, Legal Notices and Privacy Policies as they may be updated. Said policies are viewable on every page of the www.HollywoodOS.com website, whether the User is logged in or not.

### HOLLYWOOD OS® Subscription and Licensing Agreement

BY SUBMITTING THIS SUBSCRIPTION PURCHASE, BY LOGGING INTO HOLLYWOOD OS®, YOU HEREBY ACKNOWLEDGE, AGREE AND AUTHORIZE HOLLYWOOD OS® TO RENEW YOUR SUBSCRIPTION, AUTOMATICALLY, EVERY MONTH, AS A MONTHLY RECURRING TRANSACTION UNLESS OR UNTIL YOU CHOOSE A DIFFERENT SUBSCRIPTION PLAN OR CANCEL/TERMINATE YOUR SUBSCRIPTION IN WRITING ONLY, NOT BY PHONE. BY COMPLETING THE ENROLLMENT PROCESS, SETTING UP THE ACCOUNT, UTILIZING HOLLYWOOD OS, LOGGING INTO HOLLYWOOD OS, ADDING USER DATA OR TAKING PHOTOGRAPHS AT HOLLYWOOD OS, YOU AGREE TO AND UNDERSTAND THE TERMS OF THIS INTERNET/E-COMMERCE SUBSCRIBER AGREEMENT, JUST AS IF YOU HAD SIGNED THE SUBSCRIBER AGREEMENT. IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE BENEFITS OF YOUR SUBSCRIPTION PRIOR TO PURCHASE, PRIOR TO SETTING UP AN IN PERSON APPOINTMENT, PRIOR TO TAKING PHOTOGRAPHS, PRIOR TO TAKING VIDEO, PRIOR TO OBTAINING SUBSCRIPTION GOODS/MATERIALS/LOGIN CREDENTIALS. BY CREATING AN ACCOUNT; BY ACCESSING YOUR ACCOUNT; BY LOGGING INTO YOUR ACCOUNT; BY PHYSICALLY TAKING VERIFIABLE PHOTOGRAPHS IN PERSON, AT THE HOLLYWOOD OS OFFICE BY A PROFESSIONAL PHOTOGRAPHER (PHOTO SHOOT VALUE \$199.99); BY UPLOADING/RESIZING/SCANNING/DOWNLOADING PHOTOGRAPHS (VALUE \$50 PER PHOTOGRAPH); BY RECEIVING A PHYSICAL COPY OF HOLLYWOOD OS® DIRECTORIES (VALUE \$27.50); YOU AGREE THAT YOU ARE FAMILIAR WITH ALL POLICIES HEREIN. THERE ARE NO REFUNDS. SUBSCRIPTION GOODS, INFORMATION, MATERIALS HAVE BEEN IMMEDIATELY PROVIDED, PERFORMED, RETOUCHE, WATERMARKED AND UPLOADED. ACCOUNT USAGE IS LOGGED. ANY CHARGEBACKS TO CREDIT CARDS ARE TREATED AS FRAUDULENT. PROOF OF GOODS, MATERIALS, SERVICES, PROFILE, USAGE LOGS, PHOTOGRAPHS ARE EASILY OBTAINED ARE PROVIDED SHOWING CREDIT CARD FRAUD. ALL DETAILS, INCLUDING ORIGINAL ORDER FORM, IN PERSON PHOTOGRAPHS TAKEN, UPLOADED PHOTOGRAPHS, SUBSCRIPTION MATERIALS, MAGAZINES, BOOKS, DIRECTORIES, USERNAME/LOGIN CREDENTIALS, IP ADDRESSES, AND ACCESS LOGS BEARING SUBSCRIBER'S IP ADDRESSES, E-MAIL ADDRESSES, PROFILE AND ACCOUNT DETAILS WILL BE FORWARDED TO THE ISSUING CREDIT CARD COMPANY FRAUD DIVISION, F.B.I. CREDIT CARD FRAUD DIVISION, AND ALL CREDIT REFERENCE AGENCIES. CREDIT CARD FRAUD IS A SERIOUS CRIME AND WILL NOT BE TOLERATED. AT ANY TIME, WE RESERVE THE RIGHT TO REFUSE SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THIS SUBSCRIBER AGREEMENT, PLEASE DO NOT COMPLETE THE SUBSCRIPTION PROCESS.

The Agreement sets forth the terms and conditions on which Hollywood Operating System® ("HOLLYWOOD OS®") will furnish you ("SUBSCRIBER") a limited non-exclusive, non-assignable license to access both HOLLYWOOD OS®'s online and print publication subscription ("SUBSCRIPTION") as the same now exists or is hereafter modified. By completing this enrollment process and utilizing your account, you agree to be bound by the terms and conditions set forth herein, including but not limited to the payment terms and limitations on the use of HOLLYWOOD OS® data. Subscription is also subject to HOLLYWOOD OS®'s standard business policies, practices and procedures that HOLLYWOOD OS® may change at any time without notice.

HOLLYWOOD OS® is not a casting company/casting director. HOLLYWOOD OS® is not a calling service, agent or manager. A subscription to HOLLYWOOD OS® provides content to users. For industry-recognized individuals and qualified casting directors, HOLLYWOOD OS® provides data and content through our customized website software and application platforms. This includes a talent search engine and casting information board, in addition to other free

tools, content and website functionality. HOLLYWOOD OS® has made efforts to provide access only to qualified individuals and companies, but has no control over who may potentially have access to information contained on this website. HOLLYWOOD OS® is not responsible for any unwanted contacts or viewings of your personal information or images posted to this website. You are solely responsible for checking your personal information, adding user data and images and updating your searchable account and profile information at all times. HOLLYWOOD OS does not update user data and is not responsible for incomplete or inaccurate user information.

HOLLYWOOD OS® does not procure or guarantee employment. HOLLYWOOD OS® is not an employment agency. HOLLYWOOD OS® does not procure, get, gain, seek, or retain employment, jobs, bookings, or auditions for said subscribers. We are not liable for any misinformation, potential work opportunities, missed, delayed or postponed. There is no guarantee of any amount of income, jobs, or employment from the use of HOLLYWOOD OS® at any time. HOLLYWOOD OS® has developed an information networking system, subscription based content, social application and publishes customized software development for the entertainment industry. Authorized casting directors may contact you for work via phone or email, as it is their responsibility to make those booking decisions. Please respect and agree to the proper website etiquette disclosed within and adhere to the copyright laws. Any violation of the aforementioned may result in an immediate non-refundable termination. **IMPORTANT NOTICE: THIS AGREEMENT CONTAINS MANDATORY ARBITRATION, LEGAL NOTICES AND OTHER IMPORTANT PROVISIONS LIMITING THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

## 1. OWNERSHIP AND USE

Licensed information, applications and subscriber photographs are taken by HOLLYWOOD OS® and received by SUBSCRIBER from HOLLYWOOD OS® are provided solely for the utilization of HOLLYWOOD OS®'s subscription package only. This content and intellectual property is wholly owned by HOLLYWOOD OS®. Unless separately and specifically licensed to do so in writing by HOLLYWOOD OS®, SUBSCRIBER agrees not to retransmit, disclose or distribute any of the information, proprietary content, photographs and code received from HOLLYWOOD OS®, to any other person, organization or entity. SUBSCRIBER expressly agrees that HOLLYWOOD OS® shall be used solely for the benefit of the SUBSCRIBER and data derived from HOLLYWOOD OS® (including print publications and photographs) shall not be redistributed by SUBSCRIBER. SUBSCRIBER acknowledges that all editorial information including but not limited to news, subscriber photographs, stories, listings, emails, postings, content, reviews and directory information, are the exclusive property of HOLLYWOOD OS® or of third-party partners which have agreed to furnish such information to HOLLYWOOD OS®, and are fully protected by copyright law, including United States copyright laws and the copyright laws of other countries. HOLLYWOOD OS® may utilize subscriber images in advertising and marketing campaigns and may redistribute content as HOLLYWOOD OS® sees fit. SUBSCRIBER is only granted the right to view images specifically as permitted by HOLLYWOOD OS® and may only print said images. In no event shall SUBSCRIBER be allowed to save images owned by HOLLYWOOD OS®. HOLLYWOOD OS® grants no other rights in connection with the images and agrees that SUBSCRIBER will not save, copy, reproduce, retransmit, distribute, sell, broadcast, disseminate or circulate the content provided and received by HOLLYWOOD OS®. No account holder shall distribute, promote or solicit other members without the expressed written consent and authorization of HOLLYWOOD OS®. Such abuse will not be tolerated. Violations could result in legal action.

SUBSCRIBER may use the information in the HOLLYWOOD OS® under the following terms. HOLLYWOOD OS® grants to SUBSCRIBER a personal, nontransferable license to use the data contained in HOLLYWOOD OS® for research, planning and marketing-related purposes. SUBSCRIBER may not use the information for development of data-related products or applications, software, the creation of any database product, or for data provision services.

## 2. FEES AND PAYMENT

SUBSCRIBER agrees to make monthly payments in consideration for subscribing to HOLLYWOOD OS®. SUBSCRIBER agrees that the length of the selected subscription period is determined by the various subscription plan they voluntarily agreed to and selected during the sign-up process. The subscription fees will be based on the rate schedule in effect at the time HOLLYWOOD OS® is used. Any applicable sales or use taxes will be payable by SUBSCRIBER, and may be included in each periodic statement. SUBSCRIBER's use of HOLLYWOOD OS® will be subject to credit limits established for SUBSCRIBER's credit/debit card by the issuer of such card. Notwithstanding any provision herein to the contrary, the interest charged under the terms of this Agreement shall never exceed the maximum rate permitted by applicable law.

A copy of the rate schedule is available online at [www.HollywoodOS.com](http://www.HollywoodOS.com). HOLLYWOOD OS® reserves the right to change the amount of the periodic fees and/or the method in which these fees are billed to SUBSCRIBER at any time upon notice to SUBSCRIBER (notice shall be deemed given when such changes are posted online at [www.HollywoodOS.com](http://www.HollywoodOS.com)). It is understood and agreed that the features of HOLLYWOOD OS® are subject to change without notice to SUBSCRIBER. By completing the enrollment process, SUBSCRIBER acknowledges understanding that monthly charges will be billed to SUBSCRIBER's credit/debit card.

SUBSCRIBER also acknowledges understanding that SUBSCRIBER will be billed continually in consideration of each

period until SUBSCRIBER terminates subscription to HOLLYWOOD OS®. SUBSCRIBER may terminate subscription to HOLLYWOOD OS® at any time by e-mailing cancel (at) hollywoodos.com. Upon receipt of a termination request, HOLLYWOOD OS® will e-mail a confirmation of cancellation to SUBSCRIBER. If confirmation of termination is not received, your subscription has not been cancelled. The subscription shall be deemed terminated on the last day of the then in effect subscription month, see terms below. SUBSCRIBER agrees that subscription fees are non-refundable once paid. This is a subscription, there are no refunds. WE RESERVE THE RIGHT TO REFUSE SERVICE AT ANY TIME FOR ANY REASON.

The following subscriptions will automatically recur under the following terms, whether discounts, coupon codes or free promotional months were applied:

1 Year: Upon expiration, will automatically recur month-to-month for \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

6 Months: Upon expiration, will automatically recur month-to-month for \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

3 Months: Upon expiration, will automatically recur month-to-month for \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

Month to Month: Upon expiration, will automatically recur month-to-month for \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

KIDS 1 Year: Will automatically recur at the rate of \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

KIDS 6 Months: Will automatically recur every 6 months at the rate of \$19.99/month, until cancelled at any time, with 30-day notice required. Follow cancellation procedure as directed for monthly Contract subscriptions.

The above terms do NOT apply to the 1 Year Monthly (\$19.99/month) or 6 Months Monthly (\$29.99/month) Contract subscriptions.

Note: Subscriber may opt out of recurring any of the above subscriptions by following the instructions on the Account page, anytime prior to the subscription expiration date without penalty with 30 days notice.**3. LATE PAYMENT CHARGES/POLICY**

SUBSCRIBER agrees HOLLYWOOD OS® will incur damages if SUBSCRIBER fails to pay bill on or before due date. Therefore, for amounts not paid by due date, HOLLYWOOD OS® may apply, and SUBSCRIBER agrees to pay, a late payment fee per month equal to \$5 or, if less the highest amount allowed by law as liquidated damages and not as a penalty. Notwithstanding the foregoing, the following late payment fees are charged in the identified markets: 1.5% of the balance carried forward to the next bill in AZ, CA, HI, ID, NV, OR, PR, TX, VI and WA; and the greater of \$4.95 or 1.5% of the balance carried forward in KS and MO. These fees can be waived.

The following is the late fee policy that applies to all "Monthly Subscriptions" of "\$19.99 a month" (minimum 12-month contract) and "\$29.99 a month" (minimum 6-month contract). There will be no exceptions. It is SUBSCRIBER's responsibility to keep billing information current and maintain sufficient funds in the credit or debit account that is listed in HOLLYWOOD OS®'s records used for withdrawing payments.

#### 1. Definition of terms:

a. SUBSCRIBER is you.

b. SUBSCRIPTION refers to customer's access to customer's online profile determined by the amount of time for which the customer agreed to pay for the purposes of submitting online profile to casting notices and/or editing profile photos.

c. ACCOUNT refers to the customer's debit or credit account from which customer authorizes HOLLYWOOD OS® to debit funds appropriately according to the terms and conditions of agreed-upon contract.

d. PAY PERIOD refers to the number of days from a date in one month to that same numbered date in the next month. Note: Pay periods vary between 28, 29, 30, and 31 days, depending on the time of year.

e. INSTALLMENT refers to one of customer's payments (in the amount of \$19.99 or \$29.99) toward fulfillment of their contract.

2. In order to fulfill contract, SUBSCRIBER must pay 12 installments of \$19.99 or 6 installments of \$29.99 (depending on which contract was purchased).

3. If SUBSCRIBER provides payment anytime within 30 days after payment due date, the regular installment (\$19.99 or \$29.99) will be debited from SUBSCRIBER's account. This will count as one installment toward fulfillment of contract and will activate the subscription until the next payment is due. Regardless of when within the 30 days they provide payment, no extra days will be given, nor will any payments be prorated due to subscription access being blocked while their account was in decline and payment was past due.

4. Billing dates will NOT be adjusted for any reason. Billing date must be settled and agreed upon at time of contract sign-up. Billing dates will not be adjusted to the date that a late payment is made. If an account falls into decline, subscription access will be blocked until payment is made. SUBSCRIBER will NOT receive any credit for blocked access even if SUBSCRIBER pays for the full pay period within 30 days.

#### 4. UNAUTHORIZED USE

SUBSCRIBER also agrees that any unauthorized use of HOLLYWOOD OS® (and any data including photograph misuse derived therefrom) may result in immediate termination of the Agreement, without refund. SUBSCRIBER represents and warrants that the information provided during the subscription process is true and accurate. HOLLYWOOD OS® reserves the right to terminate SUBSCRIBER's access to HOLLYWOOD OS® in the event that SUBSCRIBER provides any false information to HOLLYWOOD OS® as part of the subscription process, without refund. In the event of such termination, SUBSCRIBER will continue to be liable for applicable fees for the period(s) prior to termination, together with such other remedies as to which HOLLYWOOD OS® may be entitled. Website content, data, applications, software, code, proprietary information, and photographs taken in the HOLLYWOOD OS® are the sole property of HOLLYWOOD OS® and cannot be shared, backed up, removed, duplicated, copied or transferred in any way, shape, or form without authorized consent from HOLLYWOOD OS®. Submitting, posting or adding other individuals on your account and uploading photos that are not of primary user/SUBSCRIBER is strictly prohibited and will result in immediate cancellation without refund and said account will be blocked.

#### 5. PASSWORD DISCLOSURE

SUBSCRIBER shall select a unique user name and password to obtain access to HOLLYWOOD OS®. SUBSCRIBER shall be solely responsible for the confidentiality of his or her user name and password and any use and misuse of HOLLYWOOD OS®. SUBSCRIBER shall be solely responsible for any and all activity, including without limitation, any and all charges incurred by a third party under SUBSCRIBER's user name and password. SUBSCRIBER shall not share the user name and ID with any third party, and SUBSCRIBER will provide HOLLYWOOD OS® with accurate, complete registration information (including in particular SUBSCRIBER's e-mail address) and inform HOLLYWOOD OS® of any changes to such information. If at any time SUBSCRIBER should learn or suspect that SUBSCRIBER's password has been obtained by a person not authorized by SUBSCRIBER to use it, SUBSCRIBER agrees to immediately notify customer service at 1-310-289-9400 and to confirm such notice in writing by e-mailing info (at) hollywoodos.com within 7 business days. Upon receiving such notice, HOLLYWOOD OS® will assign a new password to SUBSCRIBER without charge.

#### 6. DELAYS IN SUBSCRIPTION

Neither HOLLYWOOD OS®, nor its respective officers, directors, employees, affiliates or agents shall be liable for any loss resulting from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnectivity problems, internet failure, intranet failure, extranet failure, hardware or software defects, storms, viruses, deletion of files or content, negligence, mistakes, acts of God, theft, destruction, communication failure, strikes, walkouts, fire or other casualty damage, or other causes over which they have no direct control, or any loss resulting from the contents of HOLLYWOOD OS®, or any errors in the transmission thereof. HOLLYWOOD OS® will have no responsibility to provide access to SUBSCRIBER during interruptions of subscription.

#### 7. TERMINATION & SUBSCRIPTION COMMITMENT

This Agreement and the license rights granted hereunder shall remain in effect during the entire term of the AGREEMENT. SUBSCRIBER may choose to cancel during the term of the AGREEMENT. Cancellations must be completed in writing via email, fax or hardcopy postmarked letter. Cancellations are not accepted by phone or by voicemail messages. Regardless of the reason for cancellation or termination, the periodic access/subscription fees, book/directory distributed, postage, per-article charges (if any), per photograph charges (if any), and per-report charges (if any) paid by SUBSCRIBER are non-refundable. Directories, photographs, photo session, photo shoot, video shoot, books, magazines cannot be returned or refunded. If SUBSCRIBER has made an any subscription purchase, all subscriptions are nonrefundable, regardless of the reason for cancellation. HOLLYWOOD OS® reserves the right to immediately terminate subscription upon failure of SUBSCRIBER to make payment when due or if SUBSCRIBER violates any of the terms and conditions of this Agreement. This Agreement is not assignable by SUBSCRIBER unless

such assignment is agreed to in writing by HOLLYWOOD OS®. There shall be no amendment or modification of this Agreement unless the same is in writing and signed by the Product Manager of HOLLYWOOD OS®. SUBSCRIBER is responsible for paying any amounts billed to a HOLLYWOOD OS® credit card by a third party that was not authorized by SUBSCRIBER.

You have agreed to maintain a subscription for a minimum term of your choice. The Agreement is effective as of this date and shall continue following receipt of first payment. Subscription packages or content are not sent via mail and must be obtained by SUBSCRIBER, at our office, in person distribution only. The minimum commitment term must be completed before a copy of "EXTRA" WORK for Brain Surgeons® or KIDS' ACTING for Brain Surgeons® will be issued, after which time SUBSCRIBER will be provided a copy of either directory at our Burbank office location only. The Agreement shall automatically renew on a month-to-month basis thereafter until terminated by written notice by either party to the other party at least thirty days prior to the termination date. You are responsible for going to the closest HOLLYWOOD OS® facility to have your pictures taken and set up your account. This Agreement is active whether you have taken your pictures or not. You have contracted for subscription greater than one (1) month, in exchange you have received certain benefits from HOLLYWOOD OS®. You understand and agree that you now have certain contractual obligations and that HOLLYWOOD OS®'s damages arising out of a breach thereof will be difficult, if not impossible, to determine. Therefore if you terminate your subscription for any reason other than a change of terms, conditions or rates as set forth below, or if HOLLYWOOD OS® terminates your subscription for nonpayment, misuse, derogatory behavior, threats, harassment, lack of professionalism or default before the end of the Subscription Commitment, you hereby agree to pay HOLLYWOOD OS®, as liquidated damages and not as a penalty, in addition to all other amounts owed. Should your account go to Collections, additional unspecified liquidated damages will be applicable and imposed. By agreeing to this contract you agree to said terms and use of HOLLYWOOD OS® conditions and should become familiar with all policies as this is your responsibility.

After your subscription commitment has been fulfilled, this Agreement shall automatically renew on a month-to-month basis. There is no pro-ration of the fixed monthly charge if subscription is terminated on other than the last day of your billing cycle, as 30 days cancellation notice is required.

Either party may terminate this Agreement at any time after your subscription ends by giving at least thirty (30) days notice in writing to the other party. HOLLYWOOD OS® may interrupt or terminate your subscription without notice for any conduct it believes violates any of these Terms and Conditions or any terms and conditions of the collateral material regarding your rate plan, or if you have behaved in an abusive, insulting, derogatory or similarly unreasonable manner to any of our representatives or subscribers, said account will be terminated without refund. Subscriber can still log into the HOLLYWOOD OS® website after canceling or terminating and click on "My Profile" to update subscriber profile for the talent search engine.

## 8. BILLING AND PAYMENT OF CHARGES

You are responsible for paying all charges for or resulting from subscription provided under this Agreement. Should your monthly payment go into decline, access to your account will be immediately suspended. Charges include, without limitation, recurring monthly subscription, administrative and late payment charges; any other charges to your account; and, applicable taxes and government fees, whether assessed directly upon you or upon HOLLYWOOD OS®. You agree that HOLLYWOOD OS® may add its own charges to those charged by third parties. The prices on the front of this Agreement do not include applicable taxes, fees, surcharges or assessments. HOLLYWOOD OS® may add to your bill, and you agree to pay all such applicable taxes, fees, surcharges or assessments. You must notify HOLLYWOOD OS® in writing of any disputed charges within thirty (30) days of the date of the bill containing the disputed charges or you will have waived your right to dispute the charges. You also remain responsible for paying your monthly subscription fee if your subscription is suspended for nonpayment. HOLLYWOOD OS® may require payment by money order, cashier's check or a similarly secure form of payment at its discretion. HOLLYWOOD OS® will charge you the highest amount allowed by law up to and including (a) up to \$30.00 or (b) if less, the highest amount allowed by law, for any check or other instrument tendered by you and returned unpaid by a financial institution for any reason. You agree to pay HOLLYWOOD OS® the fees of any collection agency, which may be based on a percentage at a maximum 33% of the debt, and all costs and expenses, including reasonable attorneys' fees and court costs, incurred by HOLLYWOOD OS® in exercising any of its rights and remedies when enforcing any provisions of this Agreement.

**Chargebacks/Disputes:** If you purchase a subscription to Hollywood OS® or any other product using a credit card, charge card, debit card, check or cash, you agree to not charge back or dispute the charge with the issuing bank for any reason. If you charge back or dispute the charge for any reason, you agree to pay a \$100 chargeback fee for each chargeback/dispute. You also agree to pay any collection costs and/or attorney fees should collection action be initiated. Any chargebacks to credit cards are treated as Fraudulent. Proof of goods, materials, services, profile, logs, photographs are easily obtained are provided showing credit card fraud. All details, including original order form, in person photographs taken, uploaded photographs, subscription materials, magazines, books, directories, username/login credentials, IP addresses, and access logs bearing subscriber's IP addresses, e-mail addresses, profile and account details will be forwarded to the issuing Credit Card Company Fraud Division, F.B.I. Credit Card Fraud Division, and all Credit Reference Agencies. Credit Card Fraud is a serious crime and will not be tolerated. If there are any issues

that require attention, please contact customer service at info (at) hollywoodos.com.

## 9. MONITORING

SUBSCRIBER acknowledges and agrees that HOLLYWOOD OS® reserves the right to monitor any and all information transmitted or received through the subscription. HOLLYWOOD OS®, at its sole discretion and without notice to SUBSCRIBER, may review, censor or prohibit the transmission or receipt of any information which HOLLYWOOD OS® deems inappropriate and terminate any account type.

## 10. EQUIPMENT

SUBSCRIBER shall provide all telephone, modem, internet connection, intranet connection, extranet connection and other equipment necessary to access HOLLYWOOD OS® via SUBSCRIBER's personal computer and the costs of any such equipment and telephone connections or use, including any applicable taxes, shall be borne by SUBSCRIBER.

## 11. DISCLAIMER OF WARRANTY

(a) SUBSCRIBER acknowledges that all information and subscription provided in connection with HOLLYWOOD OS® are compiled from and distributed by sources which are often beyond the control of HOLLYWOOD OS®, and it is understood and agreed that HOLLYWOOD OS® makes no warranty or guarantee, expressed or implied, with respect to the information provided to SUBSCRIBER by HOLLYWOOD OS®. HOLLYWOOD OS® also makes no warranty of the continuous availability of the subscription. SUBSCRIBER, under this Agreement, assumes the risk of errors and/or omissions in the information provided, and in its transmission or translation. SUBSCRIBER acknowledges that no warranties, agreements, or representations to the contrary, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, have been made and no warranties exist except as set forth in this Agreement. SUBSCRIBER agrees that HOLLYWOOD OS® shall not in any event be liable for, including but not limited to, any incidental, consequential, direct, indirect, compensatory or special damages arising out of the use or inability to use the HOLLYWOOD OS®.

(b) HOLLYWOOD OS® does not represent or warrant that the information, photographs, content and/or applications provided by HOLLYWOOD OS® to SUBSCRIBER will be error-free, or will meet HOLLYWOOD OS® requirements, or are suitable for HOLLYWOOD OS® needs.

(c) While every reasonable effort has been made to obtain accurate and up-to-date information, HOLLYWOOD OS® assumes no liability for inaccuracies. HOLLYWOOD OS® reserves the right to edit any content based on editorial, personal and professional judgment.

(d) The private and public interactive forums are routinely monitored. To maintain a high-quality content, HOLLYWOOD OS® may remove messages which stray from the topic or do not contribute new ideas. Posts can be edited or removed at any time. Inappropriate, negligent, threatening, harassing, obscene and slanderous posts will not be tolerated and may result in the immediate termination of your subscription or free account with no refund, as HOLLYWOOD OS® bears no responsibility for said postings, images, multimedia content. Any person who violates these rules may have their access privileges removed without warning and may be banned from the site. Using HOLLYWOOD OS® is a privilege, not a right. Discussion contents and postings reflect the views of individual participants. HOLLYWOOD OS® does not necessarily support or endorse any of the views, opinions or positions expressed by Subscribers and visitors and will not be held accountable for such comments or statements. HOLLYWOOD OS® bears no legal responsibility for accuracy of participant comments, derogatory or slanderous statements and will bear no legal liability nor financial responsibility for discussion results, postings, comments, defamation of character, harassment and conversation exchanges. By logging into HOLLYWOOD OS® you automatically agree to the Terms of Use and therefore, your use of the forums will constitute your agreement to comply with all rules. Additionally, you will acknowledge that HOLLYWOOD OS® has minors using the website, therefore:

If you participate in a discussion, you are responsible for ensuring that any material you post to HOLLYWOOD OS® (text, images, or other multimedia content) does not violate or infringe upon the copyright, patent, trademark or any other personal or proprietary rights of any third party, and is posted with the permission of the owner of such rights.

Free accounts and subscriptions are held by people of all ages, including minors. You agree not to use any obscene or offensive language or to place on HOLLYWOOD OS® any material that is libelous, inflammatory, obscene, threatening, vulgar, sexually orientated, abusive, or hateful, constitutes junk mail or unauthorized advertising, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law of regulation. You agree to use the HOLLYWOOD OS® forums only for lawful purposes, as you will be held personally responsible and acknowledge HOLLYWOOD OS® bears no legal responsibility for any postings.

(e) SUBSCRIBER acknowledges and agrees that HOLLYWOOD OS® will use reasonable efforts to assure that no

viruses are passed through the subscription. However, SUBSCRIBER hereby assumes all responsibility for detecting and eradicating any virus or programs with a similar function.

## 12. LIMITATIONS OF LIABILITY, INDEMNITY

Notwithstanding the enforceability or non-enforceability of any other provision of this Agreement, HOLLYWOOD OS® and SUBSCRIBER hereby agree that HOLLYWOOD OS®'s maximum aggregate liability to SUBSCRIBER for any claims arising from or related to this agreement, whether in contract, tort or otherwise, shall be limited and not exceed an amount of \$25.00 paid by SUBSCRIBER to HOLLYWOOD OS® under this Agreement; whichever is greater. This provision shall survive termination of this Agreement. Upon HOLLYWOOD OS®'s request, SUBSCRIBER shall defend, indemnify and hold HOLLYWOOD OS® harmless from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by SUBSCRIBER or SUBSCRIBER's use of the HOLLYWOOD OS®.

## 13. AGREEMENT GOVERNS

It is understood and agreed by and between the parties that if there is any conflict between this Agreement and SUBSCRIBER's purchase order or any other document not signed by HOLLYWOOD OS®, this Agreement will govern.

## 14. GOVERNING LAW

This Agreement is governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of California, City of Los Angeles and such action or proceeding must be commenced no later than one year after the accrual of the claim giving rise therein. HOLLYWOOD OS® and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Agreement, or to any prior oral or written agreement for items or subscriptions between HOLLYWOOD OS® and you. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and HOLLYWOOD OS®, are waiving the right to a trial by jury. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

## 15. RECOVERY OF FEES

SUBSCRIBER agrees that if HOLLYWOOD OS® takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, HOLLYWOOD OS® shall be entitled to recover from SUBSCRIBER (and SUBSCRIBER agrees to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

## 16. MISCELLANEOUS

By submitting the purchase of this subscription, this Agreement and the information contained herein and any documents expressly referred to herein, make up the complete agreement between you and HOLLYWOOD OS®, and supercede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. HOLLYWOOD OS® may assign this Agreement, but you may not assign or transfer this Agreement without HOLLYWOOD OS®'s prior written consent. HOLLYWOOD OS® does not procure or guarantee employment.

## 17. CHANGES TO TERMS AND RATES

HOLLYWOOD OS® may increase, reduce or otherwise change any terms, conditions, rates, fees, expenses or charges regarding your subscription at any time without notice. This includes, without limitation, rate plans and features, billing practices, late charges and all other terms and conditions of the subscription, including these Terms and Conditions.

## 18. ENTIRE AGREEMENT

SUBSCRIBER acknowledges by completing the enrollment process and clicking "Subscribe and Pay," that this Agreement, along with the Terms of Use for HOLLYWOOD OS® ("Terms of Use" located at the bottom of <http://www.HollywoodOS.com>) and HOLLYWOOD OS® Privacy Policy ("Privacy Policy" located at the bottom of <http://www.HollywoodOS.com>) and Legal Notices ("Legal Notices" located at the bottom of <http://www.HollywoodOS.com>) constitute the entire agreement between the parties. The Terms of Use, Legal Notices, Privacy Policy are hereby incorporated into this Agreement. In the event of any inconsistency between this Agreement, the Terms of Use, Legal Notices and the Privacy Policy, this Agreement shall take precedence. HOLLYWOOD OS®/HOLLYWOOD OPERATING SYSTEM®/"EXTRA" WORK for Brain Surgeons®/"EXTRA" WORK for Rocket Scientists®/KIDS®; ACTING for Brain Surgeons® registered trademarks and all content herein and distributed are

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