

Terms of Use

Effective as of July 25, 2018

Please read these Terms of Use carefully as they affect your legal rights and obligations, including, but not limited to, waivers of rights, limitation of liability and your indemnity to Talents List.

These Terms of Use (collectively with the Privacy Policy called “**Terms**”) apply to your access and use of Talents List app (“**App**”), our website talentslist.com (“**Website**”), and other products and services (collectively referred to as “**Services**”) provided by Talents List Inc. (located at 16192 Coastal Hwy, Lewes, DE 19958, USA), its affiliates and subsidiaries (“**Talents List**”, “**we**” or “**us**”).

By clicking the Sign Up button below or by using our Website and other Services, you agree to these Terms. You understand and confirm that by using our Services after the effective date indicated above, you agree to be bound by these Terms, including the arbitration clause below. If you do not agree to these Terms or you do not meet the eligibility requirements in section “Eligibility”, please do not access or use our Services.

1. Definitions

Client — a person and/or a legal entity which is a user of the Services that has a Profile, creates informational postings about bookings, requests a Talent, sends offers to a Talent and sends funds for completed work.

Escrow Service — a service provided by Talents List for Users to deliver, hold, and/or receive payment for bookings, and to pay fees to Talents List.

Offer — an informational message from a Client to a Talent constituting acceptance of Talent eligibility and fit for a particular booking that forms a binding relationship between a particular Client and a particular Talent without us being involved as a party.

Personal Information — some personal information a Client/Talent voluntarily provides during the registration procedure (of a Profile) or by granting access to their profile(s) via third-party integration (social networks), and which is processed in compliance with policies laid out in our Privacy Policy, located at talentslist.com/privacy-policy.

Profile — a personal web-page (account) of a Client/Talent that becomes available after the registration procedure (including logging in using third-party services) that contains personal information about a particular Client/Talent, messages board, and other information to duly provide Services. The full access to a Profile is only granted to a particular Talent/Client and a limited access if granted to website administrator and other Talents/Clients that may review the information in accordance with these Terms. Profile may also allow access to certain Services non-accessible without the Profile.

Talent — a person and/or a legal entity which is a user of the Services that has a Profile, receives funds for completed work, and whom a Client can contact regarding a booking.

User — a collective term defining any of the legally capable persons, either a Client or a Talent, using our Website, creating a Profile on the Website, using our other Services.

2. Description of Services

Talents List is a dedicated marketplace that enables Talents to promote themselves and get booking requests they fit the most and for Clients to search and hire Talents for particular events. Talents List also ensures that a Talent is paid for the booking and that the Client’s funds are released only after the work is completed.

The access to our Services is free of charge, except for fees charged at fund withdrawal. We may modify these Terms and introduce any paid services or make some services already available paid and with limited access, about we agree to duly inform you about these changes as described hereof.

The Services are provided for two types of Users: Talents and Clients.

Talents can:

- Register a Profile with using their email address or third-party integrations with Facebook, LinkedIn or Google Account;
- Create, modify, disable their Profile;
- Add description, skills, photos, videos (YouTube, Vimeo content etc.), audio (Soundcloud content etc.) to their Profile subject to these Terms (especially, Intellectual Property provisions);
- Add information about their availability and rate;
- Contact Clients via the message board in their accounts;
- Accept, reject and/or amend offers sent from a Client;
- Receive funds from Clients via Escrow Service, for finished bookings;
- Withdraw funds from personal account on the Website;
- Share a Profile on social networks;
- Leave a feedback about a Client, subject to these Terms;
- Connect third-party services such as Google Calendar and Microsoft Calendar.

Clients can:

- Register a Profile with us using their e-mail address or third-party integrations with Facebook, LinkedIn or Google Account;
- Create, modify, disable their Profile;
- Create an event posting and search for Talents for this event;
- Contact Talents via the message board in their accounts;
- Book a particular Talent or Talents to participate (perform) at event;
- Complete, end and/or amend the offer sent to a Talent;
- Accept, reject, amend modified offer proposals from Talents;
- Pay funds to a Talent via Escrow Service, for finished bookings;
- Leave a feedback about a Talent, subject to these Terms.

3. Eligibility/Verification

We do not knowingly collect, either online or offline, personal information from persons under the age of eighteen. You must be at least 18 years of age or to be over a legal age in your respective jurisdiction to access and use our Services.

By creating an account and using the Service, you also represent and warrant that: a) you can form a binding contract; b) you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition; c) you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

If you represent an entity and agree to these Terms on its behalf, you represent and warrant that you have the authority to form a binding contract with us (such as these Terms) and understand that you are binding both you and that entity to these Terms.

Your Profile may be subject to verification such as validation against third-party databases or the verification of one or more official government or legal documents that confirm information about you. You authorize Talents List to conduct such verification and make any inquiries necessary for your validation.

4. Privacy

Your use of the Website and other Services is subject to Talents List's Privacy Policy. Please review our Privacy Policy talentslist.com/privacy-policy for more information about how we collect and use information about you.

5. Your Account

You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account (Profile), username, or any account (Profile) rights. You are financially responsible for any actions taken from your Profile. You shall not request or permit another person to create a Profile on your behalf, except that an authorized employee or agent may create a Profile on behalf of your entity (business).

You agree that you will only create one Profile and will not create more than one Profile, except for when you register for your personal use and on behalf of an entity you represent. You also represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

You are responsible for keeping your password secret and secure. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account (Profile). We reserve the right to refuse or cancel your access, terminate accounts (Profiles), limit or block your Profile, remove or edit content in our sole discretion.

6. Third-Party Accounts

You will be able to log in, register and connect some third-party accounts to your Profile with us, such as:

- Facebook
- LinkedIn
- Google Account

By connecting your third-party accounts to your Profile, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings in these third-party accounts and subject to their respective Privacy Policies). If you do not want information about you to be shared in this manner, do not use this feature.

7. Payment, Fees, and Escrow Service

Client shall add the payment method prior to creating an event posting. Once the Talent accepts the booking, Client shall be charged the entire amount + a fee of 10%, which may be changed unilaterally by us with prior notification of Talents with currently registered Profiles. The amount for the booking will be sent to Escrow Service. Later, when the event is completed by a respective Talent and Client has no objections (clicks "complete" in the Profile), the amount will be released to Talent's account. In case Client does not interact and does not finalize the event, the booking shall be deemed successful and the amount will be released to Talent's account on the 30th day after the event has ended.

Talent may amend the offer and Client has an option to either accept it or reject it. In case Client accepts an amended offer, the amount charged will correspond to the one in the amended offer.

In case any objections occur, Escrow Service will not release the amount to Talent's account without resolving such objections. Such objections may include but are not limited to Talent not responding, not showing up for the event, completing the booking with issues. Talents List shall review such dispute via a dispute management system. Talents List reserves the right to decide on a dispute and on further release of payment in question.

You hereby authorize and instruct us to act as escrow agent service in connection with the payment, holding, and receipt of funds for each work and other specified purposes in accordance with these

Terms. Talents List is not a bank and does not hold any equitable interest in any funds deposited via Escrow Services.

Talents pay Talents List a fee for the use of Services in a form of a disbursement fee for sending funds from their account with Talents List to their bank account and/or PayPal account or another preferred payment method authorized by us. It is used to maintain operations of Services, communication, invoicing, reporting, dispute resolution, payment services. The disbursement fee is 3% of a disbursed amount, and it may be changed unilaterally by us with prior notification of Talents with currently registered Profiles.

Clients and Talents shall only use authorized and available payment methods to send, receive or otherwise process funds with us. If another payment method is used, which is not explicitly permitted by us, we may not accept funds sent.

Users may be required by applicable law to pay taxes or levies as well as any other fees (such as bank fees). Users are required to pay applicable taxes or levies and any other fees, and Talents List shall not be responsible for them and does not serve as a tax agent on behalf of any User.

8. Intellectual Property

As a condition of your use of our Services, you warrant to Talents List that you will not use our Services for any purpose that is unlawful or prohibited by these Terms. You may not use our Services in any manner which could damage, disable, overburden, or impair the Website and/or App and/or other Services or interfere with any other party's use and enjoyment of Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for via our Services.

All intellectual property included as part of the Website and/or App and/or other Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software, front-end and back-end code, UX/UI design itself, programming source code, text compilations, databases is the property of Talents List, or its subsidiaries, affiliates and suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

Talents List Inc., its logo and logos of our Services and names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in our Services. Our content is not for resale. Except as specifically defined by Talents List, you agree not to commit acts that violate the intellectual property rights of Talents List, including, but not limited to selling, importing, exporting, licensing, leasing, modifying, distributing, copying, reproducing, transmitting, publicly displaying, publicly performing, publishing, adapting, editing, or creating derivative works from materials, design elements, or content of the Services. Use of the content, materials, and other objects of intellectual property rights of Talents List for any purpose not explicitly stated herein is strictly prohibited.

Your use of our Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Talents List and any other copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Talents List or our licensors except as expressly authorized by these Terms.

We reserve all rights not expressly granted in these Terms.

9. Content

By creating an account (Profile), you grant to us a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third-party services (specified in section "Third-Party Accounts"), as well as any information you post, upload, display or otherwise make available on the Service or transmit to other users ("**Content**"). Our license to your Content is subject to your rights under applicable law and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Service users).

You agree that all information that you submit upon creation of your account, including information submitted from your third-party service account used to register and log in, is accurate and truthful and you have the right to post, upload, display or otherwise make available on the Service the Content on the Service and grant the license under conditions hereof.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates these Terms or may harm the reputation of the Service.

10. Limitation of Liability

We only provide information services and make our Services available for Users to find and transact directly with each other. We are not a legal representative for any of our Users and you acknowledge, agree, and understand that we are not a party to the relationship or any dealings between Users. You agree and understand that we do not, in any way, monitor or direct, control, or evaluate Users or their work and we do not guarantee any results of work (or payments) from one User to another. We may only check the status of the event and its completion. It is your responsibility to check the information about a User and to decide whether to continue to work and transact with a User or not. We are also not responsible for providing any premises at which Talents will perform the work or an event created by a Client will take place.

We are not responsible for the conduct of any User on or off of the Services. You agree to use caution in all interactions with other Users, particularly if you decide to communicate off the Service or meet in person.

11. Indemnification

You agree to indemnify, defend and hold harmless Talents List, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use our Services, any postings made by you, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. We reserve the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

12. Termination

We reserve the right to terminate our agreement with you, suspend or terminate your right to access or use our Services in the following cases:

- your breach the letter of spirit of any terms and conditions of these Terms or other agreements with us;
- we suspect or become aware that you have provided false or misleading information to us or information you provided in any form is not true, accurate, or complete;
- we believe, in our sole discretion, that your actions may cause legal liability for you or other

third parties;

- we believe, in our sole discretion, that you are involved in illicit activity or acts that constitute a misuse or inappropriate use of the Services which include but are not limited to: spam, solicit money from or defraud any users; impersonate any person or entity or post any images of another person without his or her permission; post any objectionable content which violates or infringes anyone's rights, constitutes propaganda of violence or discrimination; use another User's account; mislead users to solicit passwords or personal identifying information for commercial or unlawful purposes from other Users or disseminate another User's personal information without his or her permission;

You may terminate this agreement by stopping using our Services and/or deleting your personal account (Profile) from the menu on our Website or by requesting such termination (deletion) from our administrator.

13. Liability Disclaimer

TALENTS LIST INC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS IN OUR SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TALENTS LIST INC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TALENTS LIST INC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF SERVICES, WITH THE DELAY OR INABILITY TO USE THE WEBSITE AND RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS IN OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TALENTS LIST INC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE AND RELATED SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SERVICES.

14. International Users

The Service is controlled, operated and administered by Talents List from our offices located in the United States of America. If you access the Service from a location outside the USA, you are solely responsible for compliance with all local laws. You agree that you will not use the Service content in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

15. Dispute Resolution

In the event you and Talents List are not able to resolve any dispute, claim, or controversy between you and us arising in connection with or relating in any way to these Terms or to your relationship with Talents List as a User of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Terms) within 30 (thirty) days of negotiations between the parties, it will be

determined by binding individual arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by you and Talents List. This arbitration provision will survive termination of the Terms.

16. Governing Law & Jurisdiction

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. In the event of any dispute arising in relation to these Terms or their subject matter, or in the event you and we are unable to resolve a dispute through the arbitration procedure, or the arbitration decision must be enforced you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Delaware over such dispute or enforcement.

17. Entire Agreement

These Terms, together with Privacy Policy, constitute the entire agreement between you (User) and Talents List relating to the subject matter hereof and thereof. These Terms shall cancel and supersede any prior agreements, warranties, and representations between you (User) and Talents List. The section headings of these Terms are included for ease of reference only and shall have no binding effect whatsoever.

18. Force Majeure

The parties to these Terms will not be responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party.

19. Class Action Waiver

WHERE PERMITTED UNDER THE APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. Unless both you and Talents List agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

20. Changes to Terms

We reserve the right, in its sole discretion, to change these Terms from time to time. We will notify all Users via their emails and/or in the messages board in their Profiles about upcoming changes of these Terms within a reasonable period of time necessary to review. The most current version of the Terms will supersede all previous versions. We do encourage you to review these Terms periodically to remain informed of our updates.

21. Questions

We would love to hear your feedback. If you have any questions about these Terms or our Services, please do not hesitate to contact us.

Contact us:

Email: info@talentslist.com