

Terms of Use

The following sets forth the Terms of Use regarding your use of this website and the “Actor Genie”™ iPhone Application (together at www.actorgenie.com). These Terms of Use are a legal agreement between you and the Site, and by using and/or accessing the Site, you are expressly agreeing to abide by the following terms:

Personal use. The Site is being presented for your personal, non-commercial use. Actor Genie, Inc. (“we” or “us”) grants you a limited, non-exclusive license to access the Site, all for your **personal, non-commercial use only**. You may not use, distribute, or copy any material found on the Site other than as expressly permitted herein. We reserve the right to refuse service, terminate accounts, and remove or edit content in our sole discretion.

No Reproduction of Materials. We hold the exclusive copyright to the contents of, and all material available on, the Site, and all such contents and materials are our exclusive property, unless otherwise explicitly indicated. The material on the Site is protected under state and federal copyright and trademark laws. All rights are reserved by us, and the contents of, and material available on, the Site may not be reproduced, disseminated, published or transferred in any form or by any means, except with our prior written permission. By accessing and/or downloading the material on the Site, you do not acquire any ownership interest or rights to the material found on the Site, nor are you authorized to create any derivative works of such material. You are not authorized to use such material in any way other than as specified herein. All rights to the content of the Site, and any material on the Site, are reserved by us. You may not reproduce, duplicate, disseminate, publish, transmit or transfer such content or material in any form or by any means by use of any media now in existence or that may be created in the future, except with our prior written permission. You may not use any “meta tags” or any other “hidden text” utilizing our name or trademarks, and/or the name of the Site (www.actorgenie.com), without our prior written consent. Any unauthorized use of the Site, or the contents or materials thereon, automatically terminates the permission or license granted by us hereunder. Copyright and trademark infringement are violations of federal and state law, and are subject to criminal and civil penalties.

Accuracy. We cannot and do not guarantee or warrant the accuracy of any information found on the Site. We do not endorse any third party submission or content, or any opinion, recommendation, or advice expressed therein. Any action taken or not taken by you as the result of reviewing information on the Site is solely at your risk.

Links. We may provide links to outside Web sites for your convenience. We do not review, and assume no responsibility to review, the content of the Web sites to which links are provided, and make no representation or warranty as to their content, accuracy or reliability. We are not a proprietor or an agent of any such linked Web sites. We have not authorized any other party, including the proprietor(s) of any linked Web sites, to act as our agents or bind us in any way. We are providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by us of any linked site and/or any of its content therein.

iPhone Application. If you use the “Actor Genie”™ iPhone application, you agree to be bound by the iPhone App Store Terms of Service <http://www.apple.com/legal/itunes/appstore/us/terms.html> and Privacy Policy <http://www.apple.com/legal/privacy>. We recommend that you read these policies in full

before utilizing the iPhone application. If you do not accept the iPhone App Store Terms of Service and Privacy Policy in their entirety, you may not use the “Actor Genie”™ iPhone Application.

Updates. In the event that you download any software or application(s) from the Site in connection with your use thereof, you agree that we may automatically download and install updates to such software and/or application(s). These updates will be designed to improve, enhance and further develop such software and/or application(s) and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit us to deliver these to you) as part of your use of the Site.

Viruses. We attempt to keep the Site virus free. However, due to the nature of the Internet, we assume no responsibility and shall not be liable for any damages due to, or as a result of, viruses, worms, Trojan Horses or other computer programs or applications that may infect your computer or other property as a result of your accessing of the Site.

Communications with Us. Any communication or material that you send to us by electronic mail or otherwise is, and will be treated as, non-confidential and non-proprietary. You hereby consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Minors' Use of the Site. If you are under the age of 18 years old, you must get your parent's permission to use this Site, and prior to sharing or posting any personal information on the Site.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE; THEIR SERVERS; OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

WE RESERVE THE RIGHT TO DISCONTINUE ANY ASPECT OF THE SITE AT ANY TIME.

Indemnity. You agree to indemnify, hold harmless and defend us and our affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all damages, claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by us arising out of or relating to your: (a) use of and access to the Site; (b) violation or breach of any term of these Terms of Use, the Privacy Statement, Spam Policy, Copyright Policy, or any applicable law, regulation, policy or guideline, whether or not referenced herein; (c) violation (or alleged violation) of any third party right, including, without limitation, any copyright, property, or privacy right.

Disputes. You agree that any dispute regarding this agreement and any use of the Site must be brought in a court of competent jurisdiction in Los Angeles, California, USA, and by using and accessing the Site you hereby consent to venue and jurisdiction in Los Angeles, California, USA, for any disputes arising from your use of the Site. You agree that the Site shall be deemed solely based in California, and the Site shall be deemed a passive website that does not give rise to personal jurisdiction, either specific or general, over Actor Genie, Inc. in jurisdictions other than California. These Terms of Use shall be governed by the internal substantive laws of the state of California, without respect to its conflicts-of-laws principles. YOU AND ACTOR GENIE, INC. AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Other Policies. Please review the other policies and guidelines ("Policies"), such as the Privacy Statement, posted on the Site. Those Policies, along with these Terms of Use, govern your visit to, and use of, the Site. We reserve the right to make changes to the Site, the Policies, or these Terms of Use, at any time. If any of these conditions or provisions is deemed invalid, void, or for any reason unenforceable, that condition or provision shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Assignment. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

Entire Agreement. This agreement, together with the Policies posted on the Site, which are incorporated by this reference, represents the entire agreement regarding your use of the Site.

Changes to this Agreement. You may not alter the terms and conditions of this agreement without our express written consent. Any attempt by you to do so is hereby rejected as void.

These Terms of Use may change from time to time. If we make any substantive changes to our policies, we will notify registered users by posting bulletins on the Site, by email at the address provided by you, or by posting notice of changes at www.actorgenie.com. Your use of the Site after such changes constitutes your agreement to such policies with regard to information collected from you in the past and the future.

Privacy Statement

Actor Genie, Inc. (“we” or “us”) operates the www.ActorGenie.com website and the “Actor Genie”™ iPhone Application (together with www.actorgenie.com). We have created this Privacy Statement in order to demonstrate our firm commitment to maintaining the privacy of your personal information. The following sets forth the information gathering and dissemination practices for the Site. **By accessing the Site, you consent to the collection and use of your personal information as set forth in this Privacy Statement.**

Types of Information Gathered By Us, and/or Provided By You.

- **Personal Information You Give Us:** We receive and may store any information you enter on the Site or give us in any other way, including via email communications. For example, we may optionally ask you to provide your name, email address, physical address and/or other demographic information, such as gender, interests or occupation. You can choose not to provide certain information, but then you might not be able to take advantage of certain features of the Site. We use the information that you provide for such purposes as responding to your requests, customizing your future use of the Site, improving the Site, protecting your account from unauthorized access, and communicating with you.
- **Automatic Information:** We receive and may store certain types of information whenever you interact with the Site. When you visit the Site, we log standard information, such as your IP address. In addition, like many Web sites, the Site uses "cookies," and we obtain certain types of information when your Web browser accesses the Site.

Cookies. A “cookie” is an alphanumeric piece of data stored on a user’s computer that contains information about the user. The Site may use cookies to help determine the advertising you see on the Site. The Site also may use cookies to deliver content specific to your interests. You can modify your Web browser to refuse all cookies, or to indicate when a cookie is being sent.

Information Shared with Third Parties. We may share personally identifiable information about you with third parties, including: (a) with your consent or following the opportunity to opt-in or opt-out for specific programs or features; (b) when we have a good faith belief that it is necessary pursuant to a subpoena or other judicial or administrative order; (c) to process payments for products or services; (d) as otherwise stated in this Privacy Statement; (e) where required by law; or (f) at our sole discretion, when we deem it necessary to respond to claims, to protect the safety of any individual or the public, or to protect our rights, property or personal safety or those of any third party. We also may share non-personally-identifiable information with interested third parties to assist them in understanding the usage patterns for the Site.

We may use an outside ad company to display ads on our site. These ads may contain cookies. Although we use cookies in other parts of our Web site, our ad company collects cookies received with banner ads, and we do not have access to this information nor can we control what they may

do with the cookies they collect. Some of your personal data may be shared with the advertising companies. By accessing and using the Site, you are consenting to have your personal data transferred to and processed by such advertising companies.

In the event of a change of ownership or a direct merger with or acquisition by another entity, your information may be transferred to the acquiring entity.

If you use the “Actor Genie”™ iPhone Application, we may share your personal information with Apple, Inc. We recommend that you read the iPhone App Store Terms of Service <http://www.apple.com/legal/itunes/appstore/us/terms.html> and Privacy Policy <http://www.apple.com/legal/privacy>, which will apply to your use of the iPhone App and will govern Apple’s use of the information we provide to them. Apple, the Apple logo, iPhone, and iPod touch are trademarks of Apple Inc., registered in the U.S. and other countries.

Other than as set out above, you will receive notice when information about you will be shared by us with third parties, and you will have an opportunity to choose not to share the information. If you opt not to share certain information, you may not be able to utilize all features of the Site.

External Links.

The Site may contain links to outside Web sites. We have no control over, are not responsible for, and make no representations regarding, the privacy practices or the content of such outside Web sites. We encourage you to read the privacy policy of any outside Web site you visit.

Public Forums.

We may make chat rooms, forums, message boards, and/or news groups available to you. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Note to International Users.

The Site is hosted in the United States and is intended for and directed to users in the United States. If you are a user accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site, which is governed by U.S. law, this Privacy Statement, and the Terms of Use of the Site, you are transferring your personal information to the United States and you consent to that transfer.

Children's Use of the Site.

We care about children and understand that they have special privacy needs. Therefore, we have adopted the following privacy policies regarding children under the age of 18 (“Minors”):

We will not knowingly collect, use, or distribute to third parties personally identifiable information from Minors without prior verifiable parental consent.

We will not knowingly give Minors access to unmonitored chat rooms, message boards, email accounts, or other services that would give such Minor the ability to publicly post or otherwise distribute personally identifiable information without prior parental consent.

We will not knowingly use any personally identifiable information submitted by a Minor for any reason unless parental consent is obtained. In the event that we learn that we have collected personally identifiable information from a Minor without verification of parental consent, we will

delete that information as quickly as possible. If you believe that we may have collected personally identifiable information from or about a Minor without parental consent, please contact us as office@actorgenie.com

If you are under the age of 18 years old, you must get your parent's permission to use this Site and prior to sharing personal information online, whether on the Site or any other Web site.

Changes and Updates.

This Privacy Statement may change from time to time. If we make any substantive changes to our policies, we will notify registered users by posting bulletins on the Site, by email at the address provided by you, or by posting notice of changes at www.actorgenie.com. Your use of the Site after such changes constitutes your agreement with regard to information collected from you in the past and the future.

Contacting the Site.

If you have any questions about this privacy statement, the practices of the Site, or your dealings with this Web site, you can contact us at office@actorgenie.com, or at:

Actor Genie, Inc.
7201 Melrose Ave #203
Los Angeles, CA 90046
office@actorgenie.com

Spam Policy

Actor Genie, Inc. (“we” or “us”) is committed to permission-based email marketing practices, and therefore has established this no-tolerance Anti-Spam Policy. We may update this policy and provide notice of any changes on our home page. Your use of this website and the “Actor Genie”™ iPhone Application (together at www.actorgenie.com) constitutes your acceptance of the terms and conditions of our Anti-Spam Policy.

Spam is not an accepted promotion technique and we do not condone or engage in Spam. Users of the Site agree to comply with this Anti-Spam Policy. We reserve the right to determine in our sole discretion what constitutes Spam.

The following is a non-exhaustive list of examples of spamming that may violate the Site’s Terms of Use and/or this Spam Policy:

- Manipulating identifiers, such as email headers, to disguise the origin of any email.
- Relaying email from a third party's mail servers without the permission of that third party.
- Using or causing to be used the Site to facilitate the transmission of unsolicited or unauthorized material. This includes any promotional materials, URLs, "junk mail," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation that you may upload, post, email, transmit, or otherwise make available.

- Using "robots" or otherwise harvesting users' email addresses from the Site for purposes of sending unsolicited or unauthorized material.
- Uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.
- Disrupting the normal flow of dialogue, or causing the screen to "scroll" faster than other users of the service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real-time exchanges.

Any users found to be using our programs, products or services, or information gathered or obtained from the Site, to engage in Spam may, at our discretion, be immediately blocked from future access to the Site. We will take any steps we deem necessary to prevent us from being involved in Spam, and we will pursue all available legal remedies against any person(s) or organization(s) that use our programs, products or services, or information gathered or obtained from the Site, in connection with Spam communications. If damages of any kind are levied against us in connection with any Spam communications disseminated by any users of the Site, we will pursue full legal recourse against the offending user(s) under any and all applicable laws.

We do not authorize the harvesting, mining or collection of e-mail addresses or other information from or through the Site. We do not permit or authorize others to use the Site to collect, compile or obtain any information about our users, customers or subscribers, including but not limited to e-mail addresses, which are our confidential and proprietary information.

If we believe that unauthorized or improper use is being made of the Site, we may, without notice, take such action as we, in our sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. We may immediately terminate any account on the Site which we determine, in our sole discretion, is transmitting or is otherwise connected with any e-mail or posting that violates this policy. Nothing in this policy is intended to grant any right to transmit email to or through the Site.

Failure to enforce this policy in every instance does not amount to a waiver of our rights.

If you believe that you have received Spam connected to us in any way, please notify us by sending us an email, including a copy of the unsolicited Spam communication, at office@actorgenie.com . You may also provide any other information that you believe may help us investigate the matter. We do not investigate or take any action based on anonymous Spam complaints.

Individuals who sign up on the Site for programs, products or for any other reason, and provide their email address, give us permission to send them information concerning our programs, products and services to said email addresses. In order to protect your privacy, we do not sell, share or trade our subscriber list or users' personal information with anyone for any reason, and users may unsubscribe from future email notifications from us at any time. To help protect yourself against identity theft, please remember that **we will NEVER ask for your password in either a non-secure or unsolicited email communication.**