

Last updated: October 27, 2017

Please read these Regulations ("Regulations", "BookingCasting.com Regulations") carefully before using the BookingCasting.com website (the "Service") operated by Gemide S.r.l. ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Regulations. These Regulations apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Regulations. If you disagree with any part of the terms then you may not access the website.

### **Definitions:**

The following terms will hereby be defined as:

**"Members"** refers to Models, Clients or Agency's that agree to the Terms & Conditions and Regulations and has been approved by BookingCasting.com.

A **"Modeling agency"** is a company that represents fashion models, to work for the fashion industry.

A **"Model"** is a person with a role either to promote, display or advertise commercial products (notably fashion clothing), or to serve as a visual aide for people who are creating works of art or to pose for photography.

A **"Verified model"** refers to the confirmation that certain characteristics and model measurements have been confirmed by his/her Agency.

A **"Non-Verified model"** refers to models in which characteristics and measurements have not been confirmed by his/her Agency.

An **"Aspiring model"** refers to a model that has no Agency.

A **"Promo code"** is a code which entitle the Client to benefit of a discretionary discount established by the Agency or the Agent of reference.

The **"Give feedback"** is a feature that allows the Client to communicate with BookingCasting.com.

### **Client**

BookingCasting.com reserves the right at any time to block and / or delete a Member from the website.

BookingCasting.com reserves the right to take any actions against the party that does not comply with the Terms & Conditions of the Service.

BookingCasting.com is not responsible for the content on the website.

Client will not be charged an enrollment fee nor a membership fee for utilizing BookingCasting.com.

At the time of registration and on every login, the Member accepts the Terms & Conditions, Privacy Agreement and Regulations of the website.

BookingCasting.com is not responsible if the model does not show up to a job confirmation.

The "Promo code" has to be communicated to the Agency or the Agent of reference to benefit of the discretionary discount. In case the Agency or the Agent doesn't apply the discount, please use the "Give feedback" to notify it.

The Client can express any information discrepancies and any complaints they may encounter with the model or the Agency through the "Give feedback" feature.

The models are considered "Verified" only when they have been measured and verified by an accredited Agency that is registered with BookingCasting.com.

The models are considered "Not Verified" only when they have not been measured and verified by an accredited Agency that is registered with BookingCasting.com.

## **Agency**

BookingCasting.com reserves the right at any time to block and / or delete a Member from the website.

BookingCasting.com reserves the right to block a Member if it is not in line with payments to the models.

BookingCasting.com reserves the right to make any actions against the party that does not comply with the terms and conditions of the Service.

BookingCasting.com is not responsible for the content on the website.

At the time of registration and on every login, the Member accepts the Terms & Conditions, Privacy Agreement and Regulations of the website.

The Agency consents to have its logo published on the BookingCasting.com webpage as well as to publicize its agency website link.

The Agency is responsible and committed in keeping the website up to date with its model information.

The Agency should apply a discretionary discount when receiving the "Promo Code" by the Client.

After 2 months that the models' master chart has not been updated, BookingCasting.com will remove the measurement certification by moving the model to the non-verified section.

The Agency will not be charged an enrollment fee nor a membership fee for utilizing BookingCasting.com.

The job compensation amount that the model will receive for his/her services is solely negotiated between him/her and his/her Agency.

BookingCasting.com cannot be held accountable for any disputes related to the model payment nor with their respective taxation laws.

If the Model does not show up to job confirmation, the Agency will be responsible to refund the amount it would have earned for that specific booking.

BookingCasting.com will not be able to view any sensitive information (i.e: tel., cell., email, etc...) uploaded to the website by the model's agency in the database. The Agency is the sole responsible for contacting the model.

The models are considered "Verified" only when they have been measured and verified by an accredited Agency that is registered with BookingCasting.com.

The models are considered "Not Verified" only when they have not been measured and verified by an accredited Agency that is registered with BookingCasting.com.

## **Aspiring model**

BookingCasting.com reserves the right to make any additions, deletions, or modifications to the contents on Service at any time without prior notice.

The pictures and videos that are uploaded by the Aspiring model are to be considered free of charge.

Models will not be charged an enrollment fee nor a membership fee for utilizing BookingCasting.com.

In no event shall BookingCasting.com be liable for any special, direct, indirect, consequential or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other

tort, arising out of or in connection with the use of the Service or the contents of the Service nor any legal actions that may arise between the Client and the Aspiring model.

For no reason the images should contain the following:

- Political or religious organizations or affiliations;
- Prejudicial material or racial discrimination of any kind;
- Imagery focusing on alcohol consumption or drunkenness or drugs;
- Imagery focusing on smoking or promoting tobacco company logos;
- Imagery with offensive gestures or that promotes violence.

If you have any questions about these Regulations, please contact us.