

# TERMS and CONDITIONS

These terms of use (these “Terms”) represent an agreement between you and 3-2-1 Acting Studios, LLC (“we,” “us,” or “3-2-1”) and govern your use of our websites at [www.321ActingStudios.com](http://www.321ActingStudios.com), [www.321talentshowcase.com](http://www.321talentshowcase.com), [www.tophollywoodactingcoach.com](http://www.tophollywoodactingcoach.com), [www.321actingclasses.com](http://www.321actingclasses.com), [www.10LessonstoGreatFilmActing.com](http://www.10LessonstoGreatFilmActing.com), [www.onlinefilmactingcourse.com](http://www.onlinefilmactingcourse.com) (the “Sites”) and any products or services made available from time to time by means of any of the Sites (the “Products”). We refer to the Sites and the Products collectively in these Terms as the “Services.” By using any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms.

## 1. SERVICES.

3-2-1 Acting Studios grants you a non-exclusive, non-transferrable, revocable license to use the Services, including the Products (subject to payment, where applicable), for your personal use only, in accordance with these Terms. We reserve all rights that we do not expressly grant in these Terms. We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature or content. Without limitation of any of our other rights or remedies at law, in equity or under these Terms, we may terminate your license to use the Services, in whole or in part, including your right to use any Products, without providing any refund or canceling your obligation to make installment payments where applicable, if we determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms.

## **2. PAYMENT.**

You may purchase licenses to certain Products through a one-time payment as specified on the sites. When you make a purchase, you authorize us to charge the credit or debit card you provide on a one-time basis.

## **3. REFUNDS.**

We reserve the right to issue refunds at our sole and absolute discretion.

## **4. YOUR CONTENT.**

We may provide the opportunity for you to provide content or materials (“Your Content”) by means of the Services, including by commenting on blog posts, videos of your work, and by communicating with us directly or through other forums. You grant to us and our affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media now known or hereafter devised, in connection with our provision or promotion of information products or services.

## **5. YOUR CONDUCT.**

You agree that you will not:

- (i) use the Services in a manner that (a) violates any applicable international, federal,

state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libelous, defamatory, pornographic or obscene; (d) violates anyone's rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "Intellectual Property Rights"); (g) has an adverse effect on our business, reputation or (ability to provide Services; or (h) would otherwise be reasonably deemed objectionable under the circumstances;

(ii) violate any program guidelines applicable to use of particular Products or interfere with, impair or disrupt the ability of others to use such Products;

(iii) use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

(iv) violate or attempt to violate the security of the Services;

(v) reverse engineer, decompile or disassemble any portion of the Services;

(vi) "scrape" information from the Services by automated means;

(i) interfere with the ability of others-permit any unauthorized access to or use of any Products that you have licensed or to any password applicable to your account for the Services;

(vii) use, redistribute or resell any of the Products or other content of the Services, other

than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by us; or

(viii) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Services, including any Products, in whole or in part, except as expressly provided in these Terms.

## **6. PROPRIETARY RIGHTS.**

As between you and us, we own the Services, including the Products, and any and all graphics, photographs, images, artwork, text, fonts, software and other technology, and the contents, design, layout, functions, appearance and other intellectual property, comprising the Services. The foregoing ownership rights include all Intellectual Property Rights inherent in or appurtenant to the Services. Without limitation of the foregoing, the Services contain proprietary material of 3-2-1 Acting Studios which is protected by copyright and other laws respecting proprietary rights. The Services are also protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. 3-2-1 Acting Studios retains all rights in the Services, including all copyright and other proprietary rights worldwide in all media. You may not use the Services except as expressly permitted under these Terms.

## **7. REPRESENTATIONS AND WARRANTIES.**

You represent and warrant: (a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and (b)

that you are at least eighteen (18) years old.

## **8. INDEMNITY.**

You agree to indemnify, defend and hold harmless 3-2-1 Acting Studios and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable attorneys’ fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of our Products, or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. 3-2-1 reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

## **9. DISCLAIMERS; LIMITATIONS OF LIABILITY.**

(a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. THE SERVICES, INCLUDING ANY PRODUCTS, ARE PROVIDED “AS IS” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) WHILE WE MAKE GOOD FAITH EFFORTS TO INCLUDE SUBSTANTIALLY ACCURATE INFORMATION IN THE SERVICES, ERRORS OR OMISSIONS MAY OCCUR. IF WE RECEIVE NOTICE OF ERRORS OR OMISSIONS, WE WILL MAKE REASONABLE EFFORTS TO CORRECT THEM IN DUE COURSE; BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY,

COMPLETENESS, PERFORMANCE, CURRENCY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR AS TO THE RESULTS THAT WILL BE DERIVED FROM USING ANY OF THE INFORMATION INCLUDED IN THE SERVICES.

(c) IN NO EVENT SHALL 3-2-1 ACTING STUDIOS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE SERVICES. OUR LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND THUS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, SOCIAL TRIGGERS' MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE LESSER OF (I) A REFUND OF THE AMOUNT PAID FOR THE PRODUCT AT ISSUE, OR (II) \$100.

(d) YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS, ADVICE, CONCLUSIONS OR RECOMMENDATIONS MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON PRODUCTS. THE SERVICES SHALL NOT CONSTITUTE OR BE CONSTRUED AS A RECOMMENDATION, SOLICITATION, OFFER OR OPINION BY SOCIAL TRIGGERS OR OUR AFFILIATES, PRINCIPALS OR CONTENT PROVIDERS, FOR ANY FINANCIAL TRANSACTION OR THE PURCHASE OF ANY FINANCIAL INSTRUMENT, INCLUDING BUT NOT LIMITED TO SECURITIES, OR ANY KIND OF INVESTMENT. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

(e) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. THERE IS NO GUARANTEE THAT YOU WILL ACHIEVE ANY PARTICULAR RESULTS USING THE TECHNIQUES AND IDEAS PROVIDED IN CONNECTION WITH THE SERVICES. ALL INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES IS INTENDED FOR EDUCATIONAL PURPOSES ONLY, FOR A GENERAL AUDIENCE, AND NOT AS SPECIFIC ADVICE TAILORED FOR AN INDIVIDUAL OR BUSINESS. NONE OF THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES SHALL BE CONSTRUED TO CONSTITUTE MEDICAL, PSYCHOLOGICAL, FINANCIAL OR, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL ADVICE; WE URGE YOU TO CONSULT WITH AN APPROPRIATE LICENSED PROFESSIONAL IF YOU SEEK ANY SUCH ADVICE.

#### **10. LAW; JURISDICTION.**

These Terms shall be governed by the laws of the United States of America and the State of California, without regard to conflict of laws rules. YOU AND WE AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, and the STATE OF CALIFORNIA, USA.

#### **11. PRIVACY.**

Your use of the Services is subject to our [privacy policy](#) , which is incorporated into these Terms. By using any of the Services, you acknowledge and consent to 3-2-1 Acting Studios' collection and use of information as set forth in the privacy policy.

#### **12. CHANGES.**

We may modify these Terms at any time by posting changes on the Sites; however, (i) these changes will only become effective and binding with respect to you after we provide notice on the Sites that these Terms have changed and you first use any of the Services following the date of such posting, (ii) the changes will only apply with respect to your use of the Services after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Services. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

### **13. DIGITAL MILLENNIUM COPYRIGHT ACT.**

If you believe that any of the Services contain content that infringes on your copyright, please forward the following information by email to [info@321talentshowcase.com](mailto:info@321talentshowcase.com) or in writing to 3-2-1- Acting Studios, 3131 Foothill Blvd. # H, La Crescenta, California 91214 Att: Copyright

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner



of the copyright interest; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### **14. LINKS.**

The Services may contain links to websites that we do not operate. We are not responsible for the content of any such websites, and you should direct any concerns regarding such websites to their respective site administrators or web-masters.

#### **15. MISCELLANEOUS.**

No joint venture, partnership, employment or agency relationship exists between you and 3-2-1 Acting Studios as a result of these Terms and/or your use of the Services. These Terms shall be effective as of the date accepted by you. These Terms represent the entire agreement between you and 3-2-1 Acting Studios with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services. 3-2-1 Acting Studios may assign these Terms at its discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. In addition to money damages, 3-2-1 Acting Studios shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it. All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to." All references herein to "we," "our" or variations thereof shall be deemed to refer to 3-2-1 Acting Studios. All references herein to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organization or legal entity that you represent, if you are entering into these Terms on behalf of such organization or entity. Notices to you required or permitted hereunder shall be made to you at the most recent email address

on file with 3-2-1. Notices to us shall be sent by email to [info@321talentshowcase.com](mailto:info@321talentshowcase.com) or in writing to: 3-2-1 Acting Studios, LLC. 3131 Foothill Blvd. # H La Crescenta, California, USA 91214. Att: Online Course.