



Terms of Use

By accessing our Website, you accept these Terms of Use. Please read these Terms of Use carefully. If you do not agree with them, you must refrain from using our Website.

1. Definitions

"You" means any user of the Website, "we/us" means **Caprice Crawford Photography**, its affiliates and its partners, "Website" means the website located at crawfordtalents.com, including all its pages, "Content" means the information and other material available on the Website, including excerpts of films and audiovisual works.

2. Our Services

Caprice Crawford Photography offers are free-of-charge and no services to the clients - All services a free - to our users free of charge.

User of such voluntary and free services is not entitled to any claims.

The range of services we offer is continuously expanded and further adapted to our users' requirements.

Anyone can be terminated at any time by **Caprice Crawford Photography** with notice of 30 days.

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A comprehensive description of the range of services currently offered is available on our Website, where you can select the services you are interested in. The then applicable version of these

Terms of Use,

including our Privacy Policy, applies to all services offered at any time.

Caprice Crawford Photography has the right to apply new technologies that may differ from the ones in use at the beginning of the contract on the condition that these do not diminish the quality of the service.

3. Intellectual Property Rights

The Website and any Content are protected by intellectual property rights, such as in particular copyright. "**Caprice Crawford Photography**

" and related trademarks are protected in numerous countries.

You acknowledge that all copyright, trademarks and all other intellectual property rights in the Content shall remain vested in us.

You agree to refrain from copying, transmitting, distributing, publishing or commercially exploiting the Website and any part of the Content and to refrain from facilitating third parties to engage in any of these illicit activities. No derivative works of the Website or any parts of the Content may be created without prior permission by **Caprice Crawford Photography**.

You are aware that the file that you provide the **Caprice Crawford Photography** that you are personally and solely responsible for any Content or information that you release the Agency to upload, post or otherwise transmit to the Website or via the Website to any other recipient. You guarantee that information or Content provided by you does not infringe intellectual property rights, such as in particular trademarks and copyright, of third parties. We reserve the right to remove any Content from our Website without prior notice, if we consider such removal necessary to prevent third party claims. For the purpose of prevention of infringements of

intellectual property rights, we may monitor or edit the Website or restrict access to it in whole or in part.

By providing the material to **Caprice Crawford Photography**

for uploading Content, you grant to **Caprice Crawford Photography** an unlimited, royalty-free, sub-licensable, worldwide license to store and make publicly accessible such Content. At the same time, you guarantee that you are entitled to grant such license.

You agree to defend, indemnify and hold harmless **Caprice Crawford Photography** from any claims and expenses, including reasonable legal fees, related to any intellectual property claims by third parties in connection with your use of the Site.

4. Warranty and Liability

We provide our Website and the Content on an "as is"-basis, employing due care and professional competence. Any warranties with regard to the Website or the Content are excluded. We cannot, in particular, make any warranties with regard to the completeness, the quality or the accuracy of the Website or the Content. **Caprice Crawford Photography**

is not obligated to screen its services for inappropriate content or inappropriate user conduct.

The Website is part of the open Internet. We cannot warrant the permanent accessibility of the Website or availability of our services, and assume no responsibility for damage arising from the loss of data or the inability to gain access to the Internet or to send, receive, upload or download information. Additionally, we will not assume responsibility for any damage caused by malicious software originating from third parties.

Our liability is excluded for direct or indirect loss, incidental and consequential damage, or loss of profits, earning, production or data, except in cases where the applicable law does not allow such exclusion.

We strive to provide accurate up-to-date information on our Website. Nonetheless, we cannot accept liability for reliance placed on any part of the Website or Content. It is your responsibility to verify the competence and qualification of any person you might enter into contact with in connection with your use of our services. We are not party to and not responsible for any agreements entered into between you and third parties via the Website, such as bookings, purchases of goods or services.

Caprice Crawford Photography is not liable for any material which the User has made available

to **Caprice Crawford Photography**

for processing an order nor is **Caprice Crawford Photography**

liable for any expenses connected with the replacement of data loss.

After acceptance of an executed order by the User and upon publication,

any material which **Caprice Crawford Photography** has received for fulfillment of such an order becomes property of **Caprice Crawford Photography**

and can be destroyed by **Caprice Crawford Photography**

. If the User has explicitly requested it, then the material can be

returned to the User at the User's sole responsibility and expense. The quality of the videos which **Caprice Crawford Photography**

publishes for casting purposes on the Internet corresponds to the current state of the art. Any reduced image or sound quality – especially due to data compressing and reduced frame rate – is not considered a fault or deficiency.

Caprice Crawford Photography is not liable for compatibility of its services with all Internet connections or all computers. Furthermore, **Caprice Crawford Photography**

is not liable for any loss and/or damage to data while in transfer to or from **Caprice Crawford Photography**. **Caprice Crawford Photography** declines all responsibility for the improper use of a User's material by other Users. We will not be liable or deemed to be in default for any delay or failure in

performance or interruption of the delivery of the Content and/or the services resulting directly or indirectly from any cause or circumstance beyond our reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, unauthorized access, theft or operator errors. We are under no obligation to store or backup your Content.

5. Use of the Site

The use of **Caprice Crawford Photography** is only for professionals from the film, theatre and television world. Accordingly, only actors and other industry professionals, who have given proof of adequate training and/or the necessary professional work experiences can register on the data base. **Caprice Crawford Photography** has the right to refuse to accept an order or to supply data without having to give any reason. The **Caprice Crawford Photography** software is only intended for use in connection with the **Caprice Crawford Photography** services. Any other use of the software is not permitted.

By using the Website and/or any of our services, you confirm that you are of legal age in your jurisdiction. Minors can only benefit from our services if they are represented by their parents or their legal guardians, who enter into an agreement with **Caprice Crawford Photography** in their own name and for the benefit of the minor. Parents or legal guardians remain responsible for all actions carried out under the subscription entered into for the benefit of a minor. **Caprice Crawford Photography** cannot assume any liability in this respect.

Most parts of the Website are only accessible for registered users. The **Caprice Crawford Photography**

user choose their login information (ID and password) upon registration and are under a duty to keep this login information secret, to protect it from third party access and not to pass it on to third parties. You are only entitled to use an **Caprice Crawford Photography** account if you are its registered user. You are solely responsible for any misuse of your login information. In case of loss or theft of your login information, you must notify **Caprice Crawford Photography** immediately.

When using the Website, you agree to comply with all the following rules at all time:

1. Any unauthorized commercial use of the Website, its services and its Content is expressly prohibited.
2. Users must respect all applicable local, national and international laws and regulations.

3. The services must not be used to collect information about others, including e-mail addresses, without their consent or for any activities in connection with spamming or unsolicited e-mails.

4. It is prohibited to create a false identity or to otherwise attempt to mislead **Caprice Crawford Photography** and/or others as to the identity of a user.

5. It is prohibited and potentially illegal to use the services for the dissemination of harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise unlawful or objectionable material of any kind or nature, or to infringe upon any person's privacy rights.

6. Users must not provide upload material to the Website or otherwise transmit to us or to other users any material that contains viruses, Trojan.

horses, worms, time bombs, cancel bots, or any other harmful Programs.

7. The use of the services for the interference with or the disruption of networks, as well as the unauthorized access to the services, other accounts, computer systems or networks are strictly prohibited and might lead to criminal prosecution.

8. Users must not in any way interfere with other users' use and enjoyment of the Website and its services. We reserve the right to approve or disapprove the registration of users as well as users' Content and to suspend any user account or remove any Content at any time without prior warning at its sole discretion.

You agree to defend, indemnify and hold harmless **Caprice Crawford Photography** from any claims and expenses, including reasonable legal fees, related to your use of the Website and our services.

Customer data can be used for the following purposes:

- To provide services that are offered on our website or via our app and that have been selected by you;
- to communicate with you;
- to introduce you to our current and future products and/or services that may interest you. You may object to this use at any time without incurring any costs other than the transmission costs according to the basic rates.

6. Contract & Payment

All of our website services are provided free of charge.

written notice (e-mail shall suffice), to remove from the Website any of your Content.

By being on our Website you accept its Terms of Use. We may change and update the Terms of Use from time to time. The latest versions of both documents can be consulted on our Website. We therefore ask that you consult the Website regularly in order to ensure that you are informed of any changes. Continued use of the Website after entry into force of any changes constitutes your acceptance of the amended Terms of Use. Our Website may contain links to third parties' websites. Please consult such third parties' terms of use and privacy policies before using their websites. While we endeavour to ensure that links on our Website lead to

interesting and reliable websites, we cannot accept any responsibility for the content of third party websites or for the use of personal data on such websites.

Should any of the provisions of these Terms of Use be or become invalid, inapplicable or unenforceable, the validity of the remaining provisions shall not be affected. The invalid, inapplicable or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the intended meaning and purpose of the invalid provision.

7. Choice of law and Venue

These Terms of Use and all disputes arising from or in connection with use of the services and/or the contractual relationship between you and us are governed exclusively by the substantive laws of Germany. The courts of Munich, Germany shall have exclusive jurisdiction. We are, however, also entitled to bring action against a user at the user's domicile.

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