



SCRIPT P.I.M.P.

Pipeline Into Motion Pictures

TALENT P.I.M.P. USER AGREEMENT

Script P.I.M.P., LLC, of which Talent P.I.M.P. is a unit, owns and operates a website and online services, which are designed for use by actors and models. Below is an agreement with respect to your use of this website and online services. In order to access this website and make use of these online services, you must enter into this agreement (which would cause you to be bound by all of its terms and conditions) by clicking "I Agree" at the end of this agreement. We strongly advise that before reaching a decision as to whether you are willing to enter into this agreement, you print this agreement in its entirety and review it carefully and thoroughly to confirm that its terms and provisions fully meet with your approval.

SCRIPT P.I.M.P., LLC SERVICES SUBSCRIPTION AND LICENSING AGREEMENT - ACTORS

BY SIGNING AT THE END OF THIS AGREEMENT, SCRIPT P.I.M.P., LLC WILL GRANT YOU A NON-ASSIGNABLE NON-EXCLUSIVE LICENSE TO ACCESS ITS WEBSITE AND ONLINE SERVICES DESIGNED FOR ACTORS, AND, IN CONSIDERATION THEREOF, YOU WILL BE AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. SUCH CLICKING OF "I AGREE" SHALL BE DEEMED TO HAVE THE SAME EFFECT AS IF YOU HAD SIGNED THIS AGREEMENT. DO NOT CLICK "I AGREE" UNLESS YOU FULLY INTEND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SCRIPT P.I.M.P., LLC ("Script P.I.M.P."), a California limited liability company, is the owner of talentpimp.com, which is a website designed for use by actors. This agreement governs your use of this website and the online services provided by Script P.I.M.P. for use by actors as the same now exist and may be hereinafter modified ("Online Services"). By clicking on "I agree" at the end of this Agreement, you thereby will have accepted, and you will have acknowledged, understood and agreed to be bound by, all of the terms and conditions set forth in this Agreement (just as if you had signed this Agreement), including without limitation of the foregoing, those terms and conditions of this Agreement which relate to payments by you for access to the Online Services and those terms and conditions of this Agreement restricting the use of the Content (as hereinafter defined).

1. Limited Non-exclusive License. As a result of your clicking on "I agree" at the end of this Agreement, Script P.I.M.P. has granted to you a non-exclusive non-assignable limited license to access the Online Services subject to the terms and conditions of this Agreement. You acknowledge, understand, and agree that any feature of the Online Services may be changed by Script P.I.M.P. without notice to you and that Script P.I.M.P. reserves all of its rights with respect to the Online Services not expressly granted under this Agreement.
2. Use. You agree that all information and content whatsoever obtained by you from accessing the Online Services ("Content") may be used only by you and only for your own purposes, and you agree not to disclose, re-transmit or otherwise make available to any other individual or to any entity any of the Content. Without limitation of the foregoing, you acknowledge, understand and agree that you may not use (and may not assist any individual or entity with respect to the use of) any of the Content for development or use in connection with any data-related product or service, including any data provision product or service. Except as expressly permitted hereby, no license is granted with respect to any intellectual property rights.
3. Export Controls: Use Outside of United States. You acknowledge and understand that Script P.I.M.P. makes no representation that the Content may be legally used outside of the United States or that the Content may be exported from the United States or imported into another country. You acknowledge, understand and agree that you are exclusively responsible for complying with all Export Control laws, regulations and rules of the United States and that you are also exclusively responsible for complying with all import laws, regulations, and rules and any other applicable laws of any country outside of the United States from which you may access the Online Services. No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
4. Accuracy of Representations. You represent and warrant that all information provided by you in the subscription process is correct and complete.
5. Password. You acknowledge and understand that Script P.I.M.P. will provide you with a user password which will allow you to obtain access to the Online Services. You agree not to disclose your password to any other individual or any entity, and you agree to notify immediately Script P.I.M.P. if you obtain knowledge that any other individual or any entity is using your password.
6. Fees.
 - (a) You agree to make payments to Script P.I.M.P. in accordance with the pricing option you selected. Such payment option has been selected by you by clicking on the selected option or by conveying your selection by telephone to a representative of Script P.I.M.P. At present there is a single, one-time payment option of \$35.00 for a one-year subscription.
 - (b) You acknowledge and understand such charges shall be billed to your credit card.
 - (c) In the event that these charges are subject to use or sales tax, you agree that any such tax shall be added to such charges and shall result in additional charges to your credit card.
 - (d) You will be charged one subscription fee for the Online Services, in accordance with Script P.I.M.P.'s then-current billing terms. Except as otherwise provided herein, subscription fees are non-refundable.

(e) Upon "upgrading" a trial subscription to a full membership, you agree that Script P.I.M.P. will bill you for a one-year membership at \$35.00.

7. Limitation of Liability; Disclaimer of Warranty.

(a) The Content has been collected, developed and assembled from internal and external sources which Script P.I.M.P. believes to be reliable. However, you acknowledge and understand that Script P.I.M.P. does not represent or warrant that any item of the Content is accurate or complete or remains up-to-date. You acknowledge, understand and agree that it is your responsibility to evaluate the accuracy, completeness, reliability and usefulness of the Content and that you are assuming the complete risk of all errors and/or omissions in the Content. You also acknowledge, understand and agree that Script P.I.M.P. may change any portion of the Content at any time and that Script P.I.M.P. reserves the right to edit any of the Content based on Script P.I.M.P.'s editorial judgment. You also acknowledge and understand that with respect to any third party websites to which the Online Services may be linked, Script P.I.M.P. makes no representation or endorsement and that you access any such third party websites at your own risk.

(b) You acknowledge and understand that Script P.I.M.P. does not represent or warrant any results to be obtained by using the Content and that Script P.I.M.P. does not represent or warrant that the Content will be suitable for your needs or requirements or will be suitable for any particular purpose.

(c) You acknowledge and understand that you are assuming the complete risk of any delay or interruption in the Online Services due to any electronic or mechanical equipment failure, telephone internet failure, or any other type of equipment or mechanical failure or due to any other cause (including, without limitation, any natural cause or labor-related cause) which may result in any such delay or interruption and that you are also assuming all responsibility for detecting and eradicating any virus that is passed through as a result of your use of the Online Services.

(d) YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT ALL CONTENT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

(e) You acknowledge, understand and agree that neither Script P.I.M.P. nor any of its officers, directors, members, employees or agents (nor any other party involved in creating, producing or transmitting the Online Services) shall be liable for (i) any loss or injury caused, in whole or in part, by Script P.I.M.P.'s actions, omissions or negligence, or for occurrences beyond its control, in procuring, compiling, or transmitting the Content; (ii) any errors, omissions or inaccuracies in the Content regardless of how caused, or delays or interruptions in the transmission of the Content regardless of how caused; (iii) any decision made or not made or action taken or not taken in reliance upon the Content; (iv) any loss, damages or injury resulting from your access to the Online Services, including, without limitation, damage to or failure by your computer equipment or other property, communication line failures, computer viruses or inability to access the Online Service; or (v) any direct, incidental, consequential, indirect, or punitive damages, whether in contract, tort or otherwise, arising out of your access to or use of the Online Services or its Content. Notwithstanding the enforceability or non-enforceability of any other provision of this Agreement, you hereby agree that Script P.I.M.P.'s aggregate liability to you for any claims arising from or related in any way to this Agreement, whether in contract, tort or under any other theory, shall not exceed in the aggregate two hundred dollars \$200, or if greater, all sums paid by you to Script P.I.M.P. under this Agreement.

(f) In agreeing to the foregoing, you acknowledge and understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected and in accordance with such waiver, you hereby acknowledge that you have read and understand, and expressly hereby waive with respect to any such claims any and all rights and benefits of, Section 1542 of the Civil Code of California, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. Admission of This Agreement. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in any judicial or administrative proceeding based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

9. Termination. You agree that this Agreement and the license rights granted to you hereunder may be terminated by Script P.I.M.P. or you at any time. You may terminate this Agreement by e-mailing support@scriptpimp.com, faxing (310) 564-2021 or by calling (310) 401-1155. Notwithstanding the foregoing, you agree that termination by you shall not affect your obligation to make the required payment pursuant to the payment option you selected and you also acknowledge, understand and agree that termination of this Agreement by Script P.I.M.P. or by you will not entitle you to a refund of any payments previously made by you. Notwithstanding any provision herein, you agree that all of the provisions of Section 7 of this Agreement (relating to limitation of liability and disclaimer of warranty) shall survive the termination of this Agreement.

10. Use of Information. Subject to such privacy policies as Script P.I.M.P. may implement and post on its website, you acknowledge, understand and agree that Script P.I.M.P. may use information provided by you, including without limitation, your name, address, and e-mail address for its internal business and marketing purposes.

11. Applicable Law. You agree that this Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within said state.

12. Revisions to Agreement. You acknowledge, understand and agree that Script P.I.M.P. may periodically revise the terms and conditions of this Agreement by updating the Online Services. By using the Online Services after any such revision, you agree that you will be deemed to have agreed to be bound by such revision. Therefore, you should from time to time visit the website to review any possible changes in this Agreement.

13. Equipment. You acknowledge, understand and agree that you are responsible for all equipment and telephone connections for use (and associated costs and taxes) with respect to access of the Online Services via your personal computer.

14. Recovery of Attorney Fees. You agree that if Script P.I.M.P. takes action to enforce any of the provisions of this Agreement, including without limitation, collection of any amounts due under this Agreement, Script P.I.M.P. shall be able to recover from you (and you agree to pay), in addition to all sums to which Script P.I.M.P. is entitled, reasonable attorneys' fees and all costs of any litigation.

15. Message Board; Monitoring. The Online Services may include a message board, and in this event, you acknowledge, understand and agree that the material posted thereon will be the sole and exclusive responsibility of the individual authors and that Script P.I.M.P. shall not be responsible or liable

for any intentional or unintentional misrepresentations by individuals utilizing the message board. You acknowledge, understand and agree that Script P.I.M.P. has the right to monitor any information transmitted or received through the Online Services, and that Script P.I.M.P. in its absolute discretion and without notice to you may censor or prohibit the transmission or receipt of any item of information which Script P.I.M.P. considers to be inappropriate.

16. Miscellaneous. You acknowledge, understand and agree to the following:

(a) This Agreement is not assignable by you without the consent of Script P.I.M.P.;

(b) No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement and this Agreement constitutes the entire understanding and agreement between the parties with respect to all matters herein;

(c) Script P.I.M.P. may assign its rights hereunder (although such assignment shall not relieve Script P.I.M.P. of its obligations hereunder);

(d) This Agreement shall be binding upon your heirs and legatees;

(e) If any provision of this Agreement, or application thereof, shall be held to be invalid or unenforceable, such provision shall be deemed to be omitted from this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect; and

(f) The provisions of Talent P.I.M.P.'s Privacy Policy, as a unit of Script P.I.M.P., as posted by Talent P.I.M.P. with respect to the Online Services shall be deemed to have been incorporated into this Agreement.

Very truly yours,

Signature

Print Name

Date

APPROVED AND AGREED: Script P.I.M.P., LLC

By: _____
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