

FLAIRBOX.CO TERMS AND CONDITIONS

Background

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the flairbox.co website and app ("Platform") and any of its related products and services available via the Platform (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Flaircube Ltd of 66 Old Compton Street, Soho, London, W1D 4UH with registered number 12159832 ("Flaircube Ltd", "we", "us" or "our"). By accessing and using the Platform and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, or as an agent for an actor, you represent that you have the authority to bind such entity and/or actor (as applicable) to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Platform and/or Services. You acknowledge that this Agreement is a contract between you and Flaircube Ltd, even though it is electronic and is not physically signed by you, and it governs your use of the Platform and Services. You further acknowledge that you are using the Platform and Services in a professional business capacity and not as a consumer. Our Platform and Services are not for use by consumers or individuals acting in a non-commercial capacity.

Accounts and membership

Actors, agents, casting directors, producers and brands can all create accounts on FlairBox. The details of membership subscriptions to which you may subscribe for a fee, are set out on our Platform. When you complete an order via the Platform for a Service, such order constitutes an offer to buy such Services. A binding contract for such Services shall only come into effect when we send you email confirmation that we accept your order.

For actors we currently provide basic version of the Service free of charge as described on our Platform ("Free Plan"). We are entitled to change the scope and specifications of the Free Plan any time and at our discretion, including the discontinuation of the Free Plan, without any liability to you whatsoever. You may terminate your access to the Free Plan and close your account at any time by notifying us in accordance with this Agreement.

We only allow under 16s to create an account with their parent's or legal guardian's consent, and you acknowledge that we may request such evidence of consent as we may, at our discretion, deem appropriate.

If you create an account on the Platform, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Platform and Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account

(or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Platform and Services. We may block your email address and Internet protocol address to prevent further registration.

Agents

Where you act as agent for actors and subscribe to the Platform and Services in respect of such actors, you hereby undertake that you have consent from your clients (including their legal guardian if they are under 16) to create profiles for them using our Platform and Services and to process their personal data in the manner set out in these terms and our privacy policy.

FlairBox's role

FlairBox is a Platform through which actors and casting directors/producers/brands may connect and decide to contract (including via agents). FlairBox is not a party to any subsequent arrangement made between any parties via its Platform, and FlairBox is simply the intermediary marketing and promotions platform which facilitates the connection of actors, agents and casting directors/producers/agents. Nor do we process payment between any parties via our Platform and/or Services. FlairBox disclaims all liability in respect of any contracts entered into by you with other users of our Platform and/or Services.

User content

Unless you are entering a competition on FlairBox, we do not own any data, information or material (collectively, "Content") that you submit in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may monitor and review the Content but are not obliged to do so. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable, without liability to you. By entering any competitions on FlairBox, you grant it exclusive license to use, reproduce, adapt, modify, publish, or distribute the Content created by you. Such license enables FlairBox to license the content to third parties, in perpetuity, for commercial, marketing or any similar purpose, as per the terms of that competition. The financial consideration granted to the content creator to be determined by the terms of the competition.

Billing and payments

To gain access to the Services, you shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms notified to you prior to you submitting an order. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If, in our judgment,

your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing on our Platform at any time. We also reserve the right to refuse any order you place with us and no order shall be accepted until you receive a confirmation email from us.

Accuracy of information

Occasionally there may be information on the Platform or Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Platform or Services is inaccurate at any time, upon prior notice.

Backups

We perform regular backups of the Platform and its Content and will do our best to ensure completeness and accuracy of these backups. In the event of the hardware failure or data loss we will restore backups automatically to minimize the impact and downtime, but you are responsible for keeping copies of all your Content outside the Platform to minimise any data loss and we shall not be liable to you to the extent you fail to do so.

Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Platform and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, and we do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Platform and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Platform and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any applicable laws; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or

disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose or upload any content that could bring harm to our under 18 Users; or (j) to interfere with or circumvent the security features of the Platform and Services, third party products and services, or the Internet. We reserve the right to terminate upon notice your use of the Platform and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Flaircube Ltd or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Flaircube Ltd. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of Flaircube Ltd or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Platform and Services may be the trademarks of other third parties. Your use of the Platform and Services grants you no right or license to reproduce or otherwise use any of Flaircube Ltd or third party trademarks.

Subscription terms and termination

The Agreement remains effective until any subscription has expired or the Agreement itself terminates. Termination of the Agreement will terminate any active paid subscription and the right to use the Platform and/or Services under the Free Plan.

Subscriptions to paid plans automatically renew if you do not take action ahead of time.

In the case of paid subscriptions either party may give the other party notice of non-renewal at any time before the end of the applicable subscription term, and such notice will take effect at the end of the applicable subscription term.

If you give us notice of non-renewal for an active subscription, we will close your account upon expiration of the then active subscription term.

Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement and/or a paid plan or the Free Plan without liability to the other at any time with immediate effect upon written notice if the other party:

i) is in material breach of any of its obligations under this Agreement, and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or
ii) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration

order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

Upon termination for any reason, your rights of use granted under this Agreement shall immediately terminate, and you shall immediately cease the use of the Platform and/or Services, and you shall promptly pay all fees due under this Agreement.

We may also terminate the Agreement where (i) you no longer fulfil any criteria for subscribing to our Platform and/or Services, in accordance with our policies in place from time to time (for example regarding industry vetting) and/or (ii) we deem our continued relationship with you may adversely affect our reputation. In such cases you will not be entitled to a refund.

Sections of this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive termination, including without limitation the sections entitled, User Content, Intellectual Property, Disclaimer of warranty, Limit of Liability and Indemnification.

Disclaimer of warranty

You agree that the Platform and Service is provided on an "as is" and "as available" basis and that your use of the Platform and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Platform and/or Services will meet your requirements, or that access to the Platform and/or the Service will be uninterrupted, timely, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Platform and/or Service or as to the accuracy or reliability of any information obtained through the Platform and/or Service or that defects in the Platform and/or Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Platform and/or Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any transactions entered into through the Platform and/or Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Platform and/or Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Flaircube Ltd, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Flaircube Ltd and its

affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to any amounts actually paid by you to Flaircube Ltd for the prior six month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Nothing in this section shall exclude our liability for death or personal injury caused by negligence, or fraud, or for any implied terms or other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Indemnification

You agree to indemnify and hold Flaircube Ltd and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Platform and/or Services or any wilful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the laws of England. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in England, and you hereby submit to the personal jurisdiction of such courts.

Assignment and third-party rights

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger. No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Platform and Services at any time, effective upon posting of an updated version of this Agreement on the Platform. When we do, we will revise the

updated date at the bottom of this page. We may, but not always, notify you of changes, via the email linked to your account. Continued use of the Platform and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Platform and/or Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Platform and/or Services.

Entire agreement

The Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral.

Confidentiality

When you use the Platform and/or Services, you accept and acknowledge that information posted by casting directors is confidential and not in the public domain. You undertake to keep such information confidential and not pass it to any third parties, and only use it for the purposes of putting yourself forward for roles (or your clients where you are an agent).

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you should notify us by sending an email to hello@flairbox.co or writing a letter to Flaircube Ltd, 66 Old Compton Street, Soho, W1D 4UH. If we email the address associated with your FlairBox account, then this will constitute written notification from us to you under this Agreement.

This document was last updated on 20 June 2023