

General Terms and Conditions

Casting42

Date: 13 February 2023

Version: 1.0

These are the General Terms and Conditions for Customers of Casting42. Casting42 is an online service providing an all-in-one customizable casting database for model agencies, casting directors, production companies and extras agencies. Please visit www.casting42.com for more information.

Article 1. Definitions

- 1.1. All capitalized terms used in these General Terms and Conditions, both in their singular and plural form, shall have the meaning set out in this article.
- a. **Account:** the personal account which may be required for certain types of End Users, protected by a username, password and (if two factor authentication is enabled) additional authorization tokens.
 - b. **Appendix:** any document attached to – and forming an integral part of – these General Terms and Conditions.
 - c. **Agreement:** the entire agreement between Supplier and Customer, including the Offer, these General Terms and Conditions and the attached Appendices.
 - d. **Confidential Information:** any information that has been marked as being confidential, or that the receiving party should reasonably be able to understand is of a confidential nature.
 - e. **Customer:** any legal entity or natural person acting in the exercise of a profession or business that or who enters into an Agreement with Supplier.
 - f. **Customer Data:** any data stored by End Users via the Platform, or otherwise made available to Supplier by Customer in the context of the Agreement.
 - g. **Data Processing Addendum:** the document attached to these General Terms and Conditions (Appendix 2) governing the processing of personal data by Supplier on behalf of Customer.
 - h. **General Terms and Conditions:** these general terms and conditions including the attached Appendices.
 - i. **End Users:** any natural person using the Platform under the Agreement including (i) employees or contractors of Customer, (ii) employees or contractors of Customer's clients, and (iii) models engaged by Customer.
 - j. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, patent rights as well as rights to know-how.
 - k. **Materials:** all websites, web applications, software, data, documentation, concepts, texts, instruction materials, video's, images, opinions, reports and other products of the mind in the broadest sense of the word.
 - l. **Offer:** any offer made by Supplier via an electronic ordering procedure or otherwise describing the Services to be provided by Supplier and the amounts owed in this respect by Customer.

- m. **Plan:** the plan selected by Customer (e.g. Micro, Small, Essential, Large, Extra Large, Enterprise) determining the scope of the license for the Platform and the Services to be delivered by Supplier.
- n. **Platform:** the online service providing an all-in-one customizable casting database for casting directors, production companies, extras agencies, and commercial casting available via www.casting42.com.
- o. **Services:** all activities Supplier will perform under the Agreement as further described in the Offer. These activities may include (i) configuring the Platform, (ii) hosting and maintaining the Platform, and (iii) providing support to End Users.
- p. **Supplier:** Kempen Automatisering having its principal place of business at the Arendstraat 37 in Hilversum (1223RE), the Netherlands, and registered with the chamber of commerce under registration no. 34169784.
- q. **Rules of Use:** the document attached to these General Terms and Conditions (Appendix 1) governing the use of the Platform by End Users.

Article 2. Formation of the Agreement

- 2.1. All Offers of Supplier are free of obligation and are valid for 14 days. If Supplier bases an Offer on information from Customer that proves to be incorrect, Supplier is entitled to adjust the Offer or the Agreement already entered into accordingly or terminate or rescind the Agreement.
- 2.2. Supplier will not be bound by an acceptance by Customer that deviates from the Offer, including where the deviation only relates to minor aspects as referred to in Section 6:225(2) of the Dutch Civil Code.
- 2.3. If Customer does not formally agree with the Offer, but nevertheless creates that impression (e.g., by having certain Services performed by Supplier in advance), the Offer is deemed to have been accepted.
- 2.4. Supplier may engage third parties for the purpose of fulfilling the Agreement. The costs for this engagement will be at Supplier's expense unless the parties explicitly agree otherwise.

Article 3. Grant of license

- 3.1. All Intellectual Property Rights pertaining to the Platform and other Materials developed or provided by Supplier under the Agreement shall remain with Supplier or its licensors. Customer is granted a non-exclusive, non-transferable, and non-sublicensable right to use the Platform in accordance with the provisions of the Agreement.
- 3.2. The license of Customer will be subject to certain usage limitations (e.g. number of End Users and available storage capacity) depending on the selected Plan. These usage limitations will be described in the Offer. If Customer wishes to upgrade to a more extensive Plan, Supplier may charge additional costs. Customer is not allowed to downgrade to a less extensive Plan during the term of the Agreement.
- 3.3. The right of use does not extend to the Platform's source code. Customer will under no circumstances be given a physical carrier with a copy – in object code or source code format – of the Platform.
- 3.4. Customer may use the Platform only within its own organization and only for its own (casting) activities. Customer is not authorized to make the Platform available to the public, or to copy, change, decompile and/or reverse engineer the Platform, except if and insofar as mandatory law provides otherwise.

- 3.5. Customer is explicitly not allowed to use the Platform for pornographic production (e.g. pornographic magazine or video) castings, unless Supplier has given explicit written consent. Supplier preserves the right to temporarily block access to the Platform or terminate the Agreement with immediate effect in case of violation of this article.
- 3.6. Any Materials uploaded via the Platform will be automatically scanned for any child sexual abuse (CSAM) content. Supplier preserves the right to temporarily block access to the Platform or terminate the Agreement with immediate effect in case any CSAM content is uploaded by Customer or End Users. Customer shall indemnify Supplier for any third-party claims in this respect.
- 3.7. Supplier can take technical and other measures to protect the Platform or Materials provided under the Agreement. Where such measures have been implemented, Customer may not remove or circumvent these.

Article 4. Performance of the Agreement

- 4.1. Supplier will provide the Services on a 'best efforts' basis, unless Supplier has expressly committed to providing a specific result or a specific guarantee. Deadlines stated by Supplier are always indicative and are not to be considered as strict deadlines.
- 4.2. Supplier cannot make any guarantees about the fitness to use the Platform for a specific purpose. Customer is responsible for using the Platform in compliance any laws and regulations applicable in the jurisdiction of the Customer and/or End Users and indemnifies Supplier for any third-party claims in this respect.
- 4.3. Customer is obliged to do what is reasonably required to ensure that the Services can be provided correctly and in time. In particular, Customer must ensure that all information and Materials that Supplier indicates are necessary or that Customer should be able to understand are necessary are provided to Supplier in time and free of charge.
- 4.4. Customer guarantees that the information and Materials provided to Supplier are correct and complete. Supplier is entitled but not obliged to check these for correctness and completeness. If the information or Materials are found to contain inaccuracies or is incomplete, Supplier will be entitled to suspend the Services until Customer has remedied the shortcomings.
- 4.5. Supplier may make changes to the characteristics or functionalities of the Platform. Supplier will inform Customer thereof as soon as possible. Unless expressly agreed otherwise in writing, Supplier is not obliged to maintain, modify, or add certain features or functionalities of the Services specifically for Customer.
- 4.6. When using the Platform, Customer is obliged to comply with any reasonable advice and instructions provided by Supplier.

Article 5. Trial version, configuration and modification

- 5.1. Supplier may offer Customer the opportunity to try the Platform free of charge. Access to the trial version of the Platform may be revoked at any time without a prior notice being required.
- 5.2. The trial version is only intended for testing purposes and may not be utilized for any operational processes of Customer. The trial version is offered "AS IS" without any guarantees regarding the quality or fitness of the Platform.
- 5.3. Unless otherwise agreed in writing, Customer is responsible for the configuration of the Platform and Supplier is not obliged to import, convert or migrate Customer Data.

- 5.4. If modifications are made to the Platform and/or new functionalities are developed on behalf of Customer, those modifications and/or new functionalities will be considered a customization. Supplier is entitled to charge additional costs for implementing a customization as well as providing support and maintenance regarding the customization.
- 5.5. Customer is obliged to inspect customizations for defects within 14 days after delivery. If Customer does not report defects within this period, the customization shall be deemed accepted. The customization shall also be deemed accepted if Customer puts the customization into operational use. Supplier is not liable for incorrect functioning of customizations after acceptance by Customer.

Article 6. Accounts and use of the Platform

- 6.1. End Users may be provided with an Account which is required to access and use certain parts of the Platform. The Account will be protected by means of a username and a password. Accounts are personal and may not be shared with third parties.
- 6.2. End Users will have to accept Appendix 1 (Rules of Use) when they use the Platform for the first time. Customer is responsible for End User's adherence to these Rules of Use. Customer shall indemnify Supplier from any claims of third parties (including other users of the Platform) resulting from any acts or omissions of End Users. In case of repeated or material violations of the Rules of Use by an End User, Supplier preserves the right to suspend or terminate the Agreement without a prior notice being required and without any obligation to pay compensation.

Article 7. Availability

- 7.1. Supplier endeavors to keep the Platform available as much as possible but cannot give any guarantees in this respect. Supplier will endeavor to achieve an annual availability of at least 99.5%.
- 7.2. The Platform will be deemed available if it can be accessed and used by End Users. When calculating the availability of the Platform, the following is not included:
- a. Scheduled maintenance outside office hours, provided that maintenance has been announced at least 24 hours in advance.
 - b. Emergency maintenance, even if the maintenance has not been announced in advance.
 - c. Disruptions if the usage limits as referred to in article 3.2 of these General Terms and Conditions are exceeded.
 - d. Disruptions as a result of links with (or errors in) software or services of third parties.
 - e. Disruptions resulting from an act or omission by Customer and/or End Users in violation of the Agreement.
 - f. Disruptions due to force majeure.
- 7.3. The availability of the Platform as determined by Supplier is binding, unless Customer provides proof to the contrary showing that Supplier's calculation is incorrect.

Article 8. Maintenance and support

- 8.1. Although Supplier endeavors to resolve any errors as soon as possible, it cannot guarantee that the Platform will be completely free of errors at any given time.
- 8.2. Supplier will provide a reasonable level of support to End Users in accordance with Appendix 1 (Rules of Use).

- 8.3. Customer must report any errors that it discovers to the helpdesk of Supplier as soon as possible. Supplier will make reasonable efforts to remedy the Errors as soon as possible.
- 8.4. Supplier will under no circumstances be obliged to remedy errors in case of improper use by Customer and/or End Users or use in violation of the Agreement. If Supplier nevertheless proceeds to remedy such an error, it will be authorized to charge Customer the associated costs on the basis of Supplier's applicable hourly rate, provided that Customer has been informed and has accepted these costs in advance.

Article 9. Data and back-ups

- 9.1. All rights to Customer Data shall remain with Customer. Supplier will only use Customer Data to the extent necessary for the provision of the Services. If and insofar Customer Data consists of personal data within the meaning of the EU General Data Protection Regulation (GDPR), the provisions in Appendix 2 (Data Processing Addendum) shall apply.
- 9.2. If the Agreement is terminated, regardless of the reason for such termination, Supplier will destroy or delete all Customer Data as soon as possible. Customer has the option to export its casting database prior to the termination date via the Platform. Customer is responsible for making a proper backup of this casting database by itself in due time and in any case before the termination date. End Users will no longer be able to access the Platform – or Customer Data stored via the Platform – after the termination date.
- 9.3. If the Customer also requires a copy of the media files stored via the Platform, Customer can request a copy of these media files from Supplier in writing before the termination date. Supplier will provide a copy of these media files free of charge under the condition that Customer has paid all outstanding amounts in full.
- 9.4. Supplier will regularly create backups to enable restoring Customer Data and/or reverting to an earlier version of the Platform in case of errors or critical disruptions on Supplier's side.
- 9.5. Supplier is not a backup service. Customer is responsible for storing Customer Data in another location or for making its own backup. Supplier does not have the facilities to restore individual Customer Data upon request.

Article 10. Confidentiality

- 10.1. The parties will treat Confidential Information of the other party as strictly confidential and use it only for the purpose for which it is provided.
- 10.2. The receiving party will ensure that the Confidential Information of the disclosing party is given the same level of protection as its own confidential information, but at least a reasonable level of protection.
- 10.3. The parties will also impose the obligation described above concerning Confidential Information on their employees and any third parties engaged.
- 10.4. The obligation to treat Confidential Information as confidential will not apply if and insofar the receiving party can prove that the Confidential Information:
- a. was already in the possession of the receiving party prior to date on which it was provided;
 - b. is available from a third party without this party acting in breach of any duty of confidentiality in respect of the disclosing party by providing it;
 - c. is available from public sources such as newspapers, patent databases, publicly accessible websites or services; or

d. was developed independently by the receiving party and without the use of any information of the disclosing party.

10.5. If a party receives an order from a competent authority to hand over Confidential Information, it will be entitled to proceed to hand it over. The disclosing party will however be informed as soon as possible (in advance) of the order, unless this is legally prohibited. If the disclosing party states that it intends to take measures against the order (for instance, via preliminary relief proceedings), the receiving party will wait before handing over the information until a decision has been taken on this, insofar as this is permitted by law.

Article 11. Terms of payment

- 11.1. In exchange for the Services, Customer will be required to pay the prices stated in the Offer. Unless expressly indicated otherwise, all prices are exclusive of value added tax (VAT) and other duties.
- 11.2. Discounts or coupon codes provided by Supplier to Customer are only valid for the term indicated by Supplier, or (if Supplier does not explicitly mention a discount period) during the initial term of the Agreement, unless the Parties explicitly agree otherwise in writing.
- 11.3. Supplier will be entitled to invoice the Services in advance. Customer hereby agrees to Supplier sending electronic invoices.
- 11.4. Customer can opt for manual payment or automatic collection. If Customer opts for manual payment, any invoices sent by Supplier must be paid within 30 days of the invoice date.
- 11.5. If Customer disagrees with the contents of an invoice, Customer will be entitled to suspend payment of the disputed (though not any other) part of the invoice. Supplier must be informed of the dispute in writing within the payment term. Supplier will assess whether or not this is justified as soon as possible. If it proves to be unjustified, Customer must pay the amount outstanding within 14 days.
- 11.6. If – except in the situation described in the preceding paragraph – Customer fails to pay an invoice, or pay it in full, within the payment term, it will be in default by operation of law. In such case, Supplier is entitled (i) to charge statutory interest for commercial transactions, and (ii) to suspend provision of all or part of the Services until Customer has paid the outstanding amount in full.
- 11.7. If Customer continues to fail to pay an invoice following a demand for payment or a notice of default, Supplier will be entitled to refer the claim for collection. Any extrajudicial costs and legal expenses incurred by Supplier, including the costs of lawyer's fees, bailiff costs and the costs of debt collection agencies, will in such a case be completely at Customer's expense.
- 11.8. Supplier is authorized to adjust its prices annually on the basis of the consumer price index (all households) published by Statistics Netherlands ("*Centraal Bureau voor de Statistiek*"), series 2015=100, for January relative to January of the preceding year, without Customer being entitled to terminate the Agreement. Other price adjustments can only be implemented on the renewal date of the Agreement. Customer will be informed of any price adjustments at least 30 days in advance.

Article 12. Liability

- 12.1. Per calendar year, Supplier's liability for loss, damages or other claims based on an attributable breach (including breaches of warranties or indemnities), an unlawful act or any other ground is limited to the amount Customer owes Supplier under the Agreement

(exclusive of VAT) over a period of 6 months prior to the loss, damages or claims arising, regardless of the number of events.

- 12.2. Without prejudice to the provisions above, Supplier will expressly not be liable for indirect loss or damage. Indirect loss or damage will be understood to mean: lost profits, missed savings, reduced goodwill and damage or loss due to business interruption.
- 12.3. Supplier will only be liable in connection with an attributable failure in the performance of the Agreement if Customer gives Supplier a proper notice of default without delay and in writing, offering a reasonable period in which to remedy the failure, and Supplier continues to attributable fail to comply with its obligations even after that period. The notice of default must contain as detailed a description of the failure as possible in order to enable Supplier to put forward an adequate response.
- 12.4. Any limitations or exclusions of Supplier's liability as stipulated in the Agreement will lapse if and insofar as the loss or damage is due to intent or willful recklessness on the part of Supplier's management, or death or physical injury.

Article 13. Force majeure

- 13.1. Supplier will not be obliged to perform the Agreement if performance is prevented as a result of force majeure.
- 13.2. The parties will in any case consider the following to be force majeure, without limitation: fire, floods, strikes, power failures, telecommunications infrastructure failures, force majeure on the part of Supplier's own suppliers, network attacks, import and export impediments, war and terror.
- 13.3. To the extent that Supplier had already fulfilled part of the Agreement by the time the force majeure situation arose or will be able to fulfil part of the Agreement, and such partial fulfilment can be ascribed an independent value, Supplier is entitled to invoice for such fulfilment separately.
- 13.4. In the event of force majeure, Supplier can suspend the performance of the Agreement for as long as the situation continues. If the situation lasts longer than 3 months, both parties will be entitled to terminate the Agreement in writing, without any obligation to pay the other party compensation.

Article 14. Duration and termination

- 14.1. The initial term of the Agreement will be stipulated in the Offer. If the Offer does not stipulate a term, it will be deemed to have been entered into for a period of at least twelve (12) months.
- 14.2. After the initial term, the Agreement will be tacitly renewed by periods of the same term, unless Supplier or Customer terminates the Agreement in writing by the end of the term, taking into account a notice period of at least two (2) months. The applicability of Section 7:408 of the Dutch Civil Code is explicitly excluded.
- 14.3. Supplier is entitled to suspend the Agreement with immediate effect (in full or in part) or terminate or rescind the Agreement with immediate effect (in full or in part) if:
 - a. Customer fails to comply with its obligations under the Agreement or fails to comply with these in time, and does not remedy the failures within a reasonable period after being given notice of default. Prior notice of default is however not required in those cases where default arises by operation of law;

- b. Customer applies for bankruptcy or is declared bankrupt, applies for a moratorium or is granted a moratorium, Customer's company is liquidated or its business activities are discontinued;
- c. circumstances arise due to which performance of the Agreement is rendered impossible, or due to which Supplier cannot reasonably be required to maintain it unchanged.

14.4. Termination or rescission of the Agreement in connection with an attributable failure on the part of Customer is only justified after a written and proper notice of default, which must be as detailed as possible and in which a reasonable term is given to remedy the failure.

14.5. In case of termination or rescission of the Agreement, Services already provided will not be undone and Customer will continue to owe the associated payments. Amounts invoiced for Services already properly performed or delivered will remain payable in full and will become immediately due and payable at the time of termination.

Article 15. Changes

15.1. Supplier is authorized to modify these General Terms and Conditions and will announce any changes to Customer at least 30 days in advance. Changes also apply to existing Agreements.

15.2. If Customer does not wish to accept a change, Customer can lodge a written objection within 14 days after the announcement. If Supplier decides to proceed with the change despite Customer's objection, Customer can terminate the Agreement, in writing, with effect from and no later than the date on which the change takes effect.

15.3. The procedure described above does not apply to changes of minor significance or changes that benefit Customer. Supplier may implement such changes unilaterally and with immediate effect. Customer will be informed of such changes as soon as possible.

Article 16. Miscellaneous

16.1. Parties can only transfer their rights and obligations arising from the Agreement to a third party with the written permission of the other party. However, Supplier will be authorized to transfer the Agreement, without Customer's prior permission to a parent company, sister company or subsidiary, or to a third party in the event of a merger or acquisition. Supplier will inform Customer as soon as possible, in writing, after such a transfer has taken place.

16.2. The Agreement is subject to Dutch law. To the extent that rules of mandatory law do not prescribe otherwise, any dispute between the parties in connection with the Agreement will be submitted to the competent court in the Netherlands in the district where Supplier has its registered office.

16.3. If any provision in the Agreement proves to be void, voidable or otherwise invalid, this will not affect the validity of the entire Agreement. In such a case, the parties will replace that provision with a new provision that will reflect the purpose of the original clause as much as is possible under the law.

Appendix 1 | Rules of Use

Casting42

Date: 13 February 2023

Version: 1.0

These are the rules of use ("**Rules of Use**") for Casting42. Casting42 is an online service providing an all-in-one customizable casting database (the "**Platform**") for model agencies, casting directors, production companies and extras agencies ("**Agencies**"). Please visit www.casting42.com for more information.

The Platform is developed and maintained by Kempen Automatisering having its principal place of business at the Arendstraat 37 in Hilversum (1223RE), the Netherlands, and registered with the chamber of commerce under registration no. 34169784 ("**we**", "**our**" or "**us**").

Article 1. Access to the Platform

- 1.1. Before you can use the Platform on behalf of an Agency to manage a casting database, you will require an account.
- 1.2. Your account is protected by an email address, password and (if two factor authentication is enabled) additional authorization tokens. It is important that you keep these login credentials strictly confidential. We may assume that all actions undertaken from your account after logging in with your login credentials are authorized and supervised by you. This means that you are responsible and liable for these actions.
- 1.3. If you accidentally shared your login credentials with someone else, or if you suspect that someone else obtained access to your account, you are obliged to immediately take action to prevent any misuse of your account. You can easily change your password via the account settings on the Platform.
- 1.4. Before you can use the Platform as a model, you (or your representative) will need to fill out a signup form. Once you (or your representative) have (or has) completed the signup form, you will obtain access to a personal profile which is protected by a temporary password which is only valid for a limited duration. You can request a new temporary password at any time if you want to view or modify your profile. Your temporary password will be sent to the email address associated with your profile.
- 1.5. The signup form is made available by the Agency. We cannot accept any responsibility with regards to the contents of this signup form. If you have any questions or complaints about the form, please contact the Agency directly.
- 1.6. When you make use of the Platform, we will process certain personal data of you. More information about our handling of personal data can be found in the [privacy and cookie policy](#).
- 1.7. If you no longer wish to use the Platform, you can request the Agency to close the account and/or remove your profile for you.

Article 2. Responsibilities of the Agencies

- 2.1. We only facilitate the Platform but are not involved in any services or activities of the Agencies. We are not responsible for the correct and timely performance of any agreements

you may have with the Agency. If you have any complaints or remarks in this respect, you should contact the Agency directly.

- 2.2. When you make use of the Platform, the Agency may process certain personal data of you. We are not responsible for the way Agencies handle your (personal) data. Please contact the Agency directly or consult the privacy policy of the Agency if you have any questions or remarks in this respect.

Article 3. Acceptable use

- 3.1. We expect you to adhere to the following rules.
- a. **Don't break the law.** It is not permitted to use the Platform for any purpose that violates applicable laws and regulations. Don't violate any laws and don't publish or refer to information that may assist others in violating the law.
 - b. **Respect the rights of others.** It is forbidden to use the Platform in any manner that violates the rights of others, including their privacy and intellectual property rights. Don't publish or refer to information that violates third-party rights. Don't store any personal data of others unless you have a legal ground for doing so.
 - c. **Don't impersonate others.** It is not allowed to create or use an account on the Platform under somebody else's name. You are not allowed to pretend to be another person when you are using the Platform. Furthermore, you are not allowed to pretend to represent an Agency you are not affiliated with.
 - d. **Be decent.** We expect all our users to adhere to the Netiquette Guidelines which can be found on [this](#) website. Please behave and don't publish information which is slanderous, hateful, deceptive, libelous or racist.
 - e. **Don't spam.** It is forbidden to use the Platform to distribute unsolicited or unauthorized messages, including but not limited to advertisements, chain messages, junk mail or spam.
- 3.2. You are explicitly not allowed to use the Platform for pornographic production (e.g. pornographic magazine or video) castings or to upload pornographic content to the Platform, unless we have given our explicit written consent in advance.
- 3.3. Any materials uploaded via the Platform will be automatically scanned for any child sexual abuse (CSAM) content. We preserve the right to block your access to the Platform with immediate effect in case any CSAM contents are uploaded.
- 3.4. Should we discover that you violate any of the rules described above, or receive a complaint of a third party in this regard, we will issue a warning and provide you with a reasonable opportunity to take action. If this does not lead to an acceptable solution within a reasonable period, we may intervene. This may, for example, result in the deletion of certain information from the Platform or temporarily or indefinitely closing your account. In urgent cases we may intervene without issuing a warning. We are not liable for any damages you suffer as a result.
- 3.5. We are at all times entitled to file a criminal complaint for any offenses committed by using the Platform. In addition, we may provide your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these Rules of Use, insofar we are required to do so by applicable laws and regulations.
- 3.6. If you notice that another user violates these Rules of Use, we kindly request you to report such violation via support@casting42.com .

Article 4. Intellectual property rights

- 4.1. All copyrights and other intellectual property rights pertaining to the Platform and any other materials made available to you are vested exclusively in us or our licensors. You only have the right to use the Platform and other materials in accordance with these Rules of Use as long as you have an account. The right of use granted to you is revocable, non-transferable and non-sublicensable.
- 4.2. You do not have the right to make changes to the Platform or other materials made available by us and are not entitled to a copy of the source code of the Platform. You are not allowed to retrieve the source code by means of reverse engineering, except if permitted by mandatory law. You will not be given a physical carrier with a copy – in object code or source code format – of the Platform.
- 4.3. We may take all technical measures we deem necessary to protect the Platform and other materials. You are not permitted to circumvent or remove any such security measures.
- 4.4. Information or materials you store or process using the Platform is and remains your property. We may use this information or materials for the delivery of our services. You may change or remove the information or materials at your own discretion.

Article 5. Availability and maintenance

- 5.1. We endeavor to keep the Platform available as much as possible, but cannot guarantee uninterrupted availability. The Platform may be unavailable from time to time, for example due to technical failures or maintenance.
- 5.2. We may change the Platform from time to time. Your feedback and suggestions are welcome but ultimately we decide which changes are implemented or not. We endeavor to announce any significant changes in the functionality of the Platform at least 30 days in advance.
- 5.3. If in our opinion nuisance, damage or other danger arises for the systems or network of us or third parties, for example as a result of a (d)dos attack or security breach, we are entitled to take all measures necessary to avert this damage or danger. This may result in temporary unavailability of the Platform.

Article 6. Support

- 6.1. If you have questions about the Platform, we kindly ask you to first look at our overview with Frequently Asked Questions available on <https://casting42.com/FAQ>.
- 6.2. If you cannot find an answer to your question in our overview with Frequently Asked Questions, you can send an e-mail to our support desk via support@casting42.com.
- 6.3. We endeavor to get back to you on any support requests within 5 working days. However, we may need some extra time to handle your request depending on the nature of your question.
- 6.4. We make regular backups to enable restoring data and/or reverting to an earlier version of the Platform in case of errors or critical disruptions on our side. However, we are not a backup service. You are yourself responsible for storing your data in another location and for making your own backups. We do not have facilities to restore your data upon request.

Article 7. Liability

- 7.1. If you incur any damages when using the Platform, you should recover these damages through the Agency. We will only pay damages to the Agency in accordance with the agreement we entered with the Agency, and we will not pay damages to you directly, unless we are required to do so by mandatory law. In the latter case we will only reimburse the

damages covered by our insurer up to a maximum of EUR 5.000,- except if the damage is the result of intent or willful recklessness on the part of our management.

Article 8. Changes

- 8.1. We may change these Rules of Use at our sole discretion. Any changes will be announced via e-mail at least 30 days in advance.
- 8.2. If you do not agree with the announced changes, you may terminate your account as described in article 1 of these Rules of Use.
- 8.3. If you use the Platform after the effective date, we may assume that you accept the changes.

Article 9. Miscellaneous

- 9.1. These Rules of Use and your use of the Platform are governed by Dutch law. If you use the Platform as a consumer, the foregoing will not limit any protection you may enjoy under mandatory law in your country of residence, as described in article 6 of Regulation EC 593/2008.
- 9.2. Any disputes related to your use of the Platform and/or these Rules of Use will be submitted to the Dutch courts in the district where Casting42 has its registered office. If you use the Platform as a consumer, we will however grant you a period of 1 month after we have invoked this provision in writing to choose for a settlement of the dispute by the court with jurisdiction pursuant to the law.

Appendix 2 | Data Processing Addendum

Casting42

Date: 13 February 2023

Version: 1.0

Supplier will process personal data on the Customer's instructions when providing the Services. In this respect Supplier shall be considered a 'processor' and Customer shall be considered the 'controller' within the meaning of the EU General Data Protection Regulation (GDPR). Any processing activities performed by Supplier on behalf of Customer shall be governed by the provisions stipulated in this Data Processing Addendum.

This Data Processing Addendum is inextricably linked to the General Terms and Conditions. Any capitalized terms shall have the meaning ascribed to them in the General Terms and Conditions.

Article 1. General

- 1.1. Supplier will only process the personal data for the benefit of the performance of the Agreement, and for those purposes that are reasonably associated with this or are determined in further consultation with Customer.
- 1.2. Supplier may process personal data of the following categories of data subjects: (i) employees or contractors engaged by Customer, (ii) employees or contractors of Customer's clients, and (iii) models affiliated with Customer's organization.
- 1.3. Supplier may process the following types of personal data on behalf of Customer: (i) names, (ii) contact information, (iii) photos, (iv) information on physical characteristics of models (e.g. length, weight), and (v) information about modeling assignments and clients of models.
- 1.4. Customer will not provide other personal data and will not provide personal data related to other categories of data subjects to Supplier and/or store any such personal data via the Platform without the prior written consent of Supplier.
- 1.5. Supplier has no independent control over the purpose and the means of processing the personal data. Supplier will take no independent decisions concerning the receipt and use of the personal data, provision of the data to third parties and the term for which personal data will be stored.

Article 2. Obligations of the parties

- 2.1. Each party will assume responsibility for its own obligations under the GDPR and other applicable privacy laws and regulations.
- 2.2. At its express request, Supplier will inform Customer within a reasonable period of time of the measures it has taken with regard to the obligations referred to in the preceding paragraph.
- 2.3. Customer guarantees that the content, the use and the instruction for the processing of personal data are not unlawful and do not infringe any third-party rights, and indemnifies Supplier against any third-party claims in this respect.
- 2.4. Supplier will support Customer in carrying out a Data Protection Impact Assessment ('DPIA') or – insofar as this is required by law – prior consultation of the supervisory authority. The associated costs will be at Customer's expense.

- 2.5. Supplier will inform Customer if, in Supplier's opinion, an instruction from Customer is contrary to the GDPR or other applicable privacy laws and regulations.

Article 3. Transfer of personal data

- 3.1. Supplier may process personal data in countries within the European Economic Area ('EEA'). Transfer to countries outside of the EEA is also permitted, provided that the provisions of the GDPR are complied with.
- 3.2. At Customer's express request, Supplier will inform Customer of the countries in which the personal data are processed within a reasonable term.

Article 4. Engaging sub-processors

- 4.1. Customer hereby grants Supplier general permission to engage third parties ('sub-processors') in the processing of personal data, provided that Supplier complies with the GDPR and other applicable laws and regulations. An up-to-date list of sub-processors engaged by Supplier can be requested via support@casting42.com.
- 4.2. Supplier will contractually require all sub-processors to comply with the same or equivalent obligations as agreed between Customer and Supplier regarding the processing of personal data. In the event of errors made by sub-processors, Supplier will be liable towards Customer as if it had made the errors itself.

Article 5. Confidentiality and security

- 5.1. The personal data processed by Supplier must always be treated as Confidential Information.
- 5.2. Supplier will take appropriate technical and organizational measures in connection with the processing of personal data to protect such data against loss or any form of unlawful processing (such as unauthorized disclosure, interference, alteration or provision of personal data). Supplier will endeavor to prevent loss or unlawful processing of personal data, by cannot guarantee that the security measures taken will suffice under all circumstances.

Article 6. Personal data breach

- 6.1. Customer is itself responsible for reporting a personal data breach to the relevant supervisory authority and the data subjects to which the personal data relate. In order to enable Customer to comply with this legal obligation, Supplier will inform Customer of any personal data breach without undue delay.
- 6.2. Supplier's duty to report towards Customer will in any case include reporting the fact that there has been a personal data breach, as well as – insofar as this is known to Supplier – the information referred to in Article 33, paragraph 3 of the GDPR. If Supplier does not have all of the information referred to in this article, it will gather this information as soon as possible and make it available to Customer.
- 6.3. Where required by law and/or regulations, Supplier will cooperate in informing the relevant supervisory authorities and/or the data subjects whose personal data have been leaked. The costs associated with this will be at Customer's expense.

Article 7. Rights of data subjects

- 7.1. In the event that a data subject wishes to exercise one of his or her statutory rights and submits a request to that end to Supplier, Supplier will forward that request to Customer. Customer will subsequently ensure that the request is handled. Supplier may inform the data subject of the fact that the request has been forwarded.

- 7.2. In the event that a data subject submits a request concerning the exercise of one of his or her statutory rights to Customer, Supplier will – if Customer so desires – cooperate in the handling thereof if Customer is unable to handle the request itself. The costs associated with this will be at Customer's expense.

Article 8. Audit

- 8.1. Customer is authorized to have periodic audits performed by an independent expert who is bound to secrecy in order to verify compliance with the obligations that arise from this Data Processing Addendum for Supplier. The associated costs, including the reasonable costs Supplier incurred in the audit, will be at Customer's expense.
- 8.2. The audit referred to above will only take place if and in so far as Customer has requested, assessed and put forward reasonable arguments regarding any audit reports or other reports already present that justify another audit initiated by Customer (whether or not in specific parts). An audit is justified if existing reports that Supplier has available provide an insufficient or inconclusive answer with regard to Supplier's compliance with this Data Processing Addendum.
- 8.3. Supplier will cooperate in the audit and will make available any information and employees that may reasonably be relevant to the audit – including supporting information such as system logs – as soon as possible and in any case within a reasonable term. In the performance of the audit, efforts will be made to limit the impact on Supplier's operations as much as possible.
- 8.4. An audit initiated by Customer will take place no earlier than 2 weeks after Customer's announcement thereof. The parties will determine the exact date and time of the audit in mutual consultation.
- 8.5. Customer will perform a maximum of one audit a year, unless there is a concrete and demonstrable suspicion that Supplier is not complying with the arrangements in this Data Processing Addendum.
- 8.6. The parties will jointly assess the findings of the audit that has been performed and will determine on that basis whether those findings will be implemented by one of the parties or by the parties jointly.

Article 9. Return or destruction

- 9.1. If the Agreement is terminated, Supplier will – at Customer's discretion – either return all personal data it has processed on Customer's instructions under the Agreement within a reasonable period of time, or delete or destroy such personal data. The reasonable costs associated with this will be at Customer's expense.