



TERMS OF USE OF THE ROLETIK PLATFORM

We appreciate your interest in using the Roletik Platform, which is designed to simplify the casting process of actors and the subsequent organization of filming or other events. Within the Roletik Platform, you can manage your own actors' databases, create projects that you can share with others, or simply contact the right candidates to fill specific roles of any type of filming or other events. The Roletik Platform is intended for both casting agencies and productions as well as individuals interested in castings organization or other similar activities.

The Roletik Platform is operated by the company called ROLETIK s.r.o., with its registered office at Chvalova 1121/9, Žižkov, 130 00 Prague 3, Czech Republic, ID: 076 28 412, registered in the Commercial Register of the Municipal Court of Prague, file No. C 303457 (hereinafter only '**ROLETIK**' or '**we**').

These Terms of Use of the Roletik Platform (the "**Terms of Use**") are intended to provide you with all necessary information related to the Roletik Platform, its use and our contractual relationship.

1. DEFINITION

- 1.1. For the purposes of our contractual relationship under these Terms of Use and, where applicable, the specific service agreement, the following terms have the following meanings:
 - 1.1.1. **Copyright Act** means Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendment to Certain Acts (Copyright Act);
 - 1.1.2. **Casting Agency** is a designation for customers that provide casting services and use the Platform to manage their own Databases and Project creation;
 - 1.1.3. **Database** means Casting Agency databases containing information related to Performers who are authorized to be contacted for casting purposes;
 - 1.1.4. **Civil Code** means Act No. 89/2012 Coll., Civil Code;
 - 1.1.5. **Platform** means SaaS Roletik software, accessible online at: www.roletik.com
 - 1.1.6. **Production** represents a person organizing filming or a similar event that requests Casting Agency services to perform specific roles by Performers;
 - 1.1.7. **Project** is an indication of functionality within the Platform, within which Casting Agencies select appropriate Performers for specific roles cast by Production for filming or other projects;
 - 1.1.8. **Performer** is an actor, extra, or other performer in accordance with the wording of § 67 of the Copyright Act, who is registered in the Casting Agency Database or who establishes the Performer Account.

2. OUR SERVICES AND LEGAL RELATIONSHIP BETWEEN YOU AND US

- 2.1. **Platform Purpose.** The purpose of the Platform, which is accessible online as *software as a service* ("SaaS"), through a web browser at www.roletik.com, is casting roles of actors, extras and other performers, organizing filming and other projects, and providing contact between individual Performers interested in participating in casting and selection



procedures and Casting Agencies and Productions organizing any kind of filming or other projects.

- 2.2. **Contractual Relationship.** By using the Platform and other services or content of ROLETIK, you accept these Terms of Use, thereby concluding a service contract between you and us. If we conclude a separate service contract with you, such contract shall be governed by these Terms of Use.

3. PLATFORM USE METHOD

- 3.1. **Casting Agencies.** If you are a Casting Agency, the Platform allows you to set up an Account which is available in 2 versions.

- 3.2. The BASIC version is provided with 30 days trial period. During the trial period the Account usage is completely free of charge. The BASIC version includes the functionality listed below.

- 3.2.1. **Database Management.** The Platform allows users with the BASIC version Account to create a Database containing all contacts and other relevant information regarding the Performers. At the same time, the Platform allows you to work with Databases, create lists, use filters or labels and thus to create narrower groups of relevant candidates for a particular Project or role to be cast.

- 3.2.2. **Database registration** via Casting Calls (registration forms). The Performer can register directly into the Database via a Casting Call and give the registration consent to the whole Database of the Casting Agency that created the Casting Call. In that case the Performer will be added to the Casting Agency Database and can be contacted for the future Projects.

- 3.3. After 30 days trial the BASIC version Account will be blocked and after the agreement between you and us the Account can be reactivated with the retained data. In accordance with the article 4.2. the BASIC version Account after the trial period will be charged based on the monthly fee.

- 3.4. The extended PREMIUM version of the Account is according to article 4.2. charged based on the monthly or project fee and except BASIC version functionalities contains following functionalities:

- 3.4.1. **Creating and Sharing Projects.** In addition, users with PREMIUM version Account may create Projects for specific filming or similar events for which Performers are cast. Within the Project's functionality, it is possible to provide a detailed description of the Project, including cast roles, or other notes such as budget information, filming location or other project and other relevant information. Users with PREMIUM version Account can then import Databases or parts of them (Performers shortlist) into the Project and then share these Projects with their Co-workers or other Casting Agencies in order to jointly organize casting. Projects can also be shared with the Productions via a link so they can access them being authorized to evaluate the specific Performers. The Productions are not authorized to export Project data. At the same time, the contact details of the Performers are not made available to them.



- 3.4.2. **Contacting Performers.** Users with PREMIUM version Account can also easily contact the individual Performers within the Platform at any stage of the Project and any circle of selected Performers. For this purpose, users with PREMIUM version Account can set up a specific message text to be sent to selected Performers and then automatically send the message to all selected persons. Users with PREMIUM version Account can send messages either via SMS messages subject to a fee specified in the Article 4.2. below, or via free emails.
- 3.4.3. **Filming Management.** The PREMIUM version Account allows users to schedule filming or other events selected for the Performers within the Project, including location, shooting days and any rewards. The Platform provides an overview of the filming organization that can be shared.
- 3.5. The functionality of the PREMIUM version Account allows you as the Project owner to allow access to different authorized persons and to set up different roles. Within the Project not all roles have access to all the features.
- 3.5.1. **Co-worker.** This profile has the same competence as the owner of the project and can access all information concerning the project as well as the database of chosen applicants for the project. The Co-worker cannot access your private account and your database. Co-worker always sees only the data concerning the particular project he is invited to and doesn't have the rule to invite other users into the project.
- 3.5.2. **Viewer.** The Viewer profile is created to report the state of the project. The user with Viewer profile can only see the MASTERLIST tab which is a database of applicants chosen for the given project. The Viewer can also evaluate applicants with emoticons – thumbs up, thumbs down or red stop sign. Viewer profile can be used by Director, ADs as well as Costume and Make-up department. The viewer can have a look at each Performer's profile, but they only see limited details, so the personal information remain confidential. Viewer can see individual shooting days and their status, but only the ones that the Owner or Co-worker makes available.
- 3.6. **Production.** If you are a Production and a Casting Agency (Project Owner) link has been sent to you with access to a specific Project, the Platform allows you to set up the Viewer or Co-worker profile – see article 3.5. These profiles can be subjected to a fee specified in the Article 4.3. The profile type is set by the Project Owner and the access to the below stated functionalities depends on the assigned role (profile) - not all roles have access to all the features. As a Viewer you will not be able to access the contact details of the Performers selected for Project or Database that have been shared with you through the link.
- 3.6.1. **Access to Projects and Rating.** Based on the link sent by the relevant Casting Agency, the User with Viewer or Co-worker profile has access to the specific Project established by the Casting Agency. In particular, the users are provided with the Performers group pre-selected by the Casting Agency, including relevant related information, within the Project. The user with Viewer or Co-worker profile can then rate the selected Performers for expressing the preferences of casting Performers for the purposes of filming or another project.
- 3.7. **Performers.** If you are an independent Performer, you can sign up for a specific Casting Agency Project or the entire Casting Agency Database based on a link sent by the Casting Agency and the completed form. Your use of the Platform is free of charge. However,



contact between Casting Agencies and Performers is always initiated by Casting Agencies. The performer is not the first to contact the Casting Agency. When you sign up using the link, you have several options:

3.7.1. **Registration for a specific Project.** Basic relevant information generated by Projects is made available to Performers and can be filtered by several criteria. Subsequently, the Performers can register for a particular Project for which they believe to be suitable candidates for the cast. If they do not choose to sign up for the entire Casting Agency Database below, they will only be contacted by the Casting Agency in connection with the specific Project.

3.7.2. **Database Registration.** In addition to registration for a particular Project, the Performer may also authorize registration to the entire Database of the Casting Agency (or Agencies) that has created the Project. In this case, the Performer will be included in the Casting Agency Database and contacted for future eligible Projects.

4. FEES FOR USING THE PLATFORM

4.1. **Performers.** If you are a Performer who uses the Platform to sign up for a particular Project or Database of a particular Casting Agency or Agencies, your use of the Platform is free of charge.

4.2. **Casting Agencies.** If you are a Casting Agency, your use of the Platform may be charged in accordance with the specific terms and conditions of the offer sent to the Casting Agency by ROLETIK.

4.2.1. **Fee for setting up and maintaining a Casting Agency Account.** You undertake to pay a monthly or Project fee for setting up the Account at an agreed rate based on an invoice issued by. You agree to pay the invoice within 14 days of its issuance to the account number specified in the invoice. The BASIC version is provided with 30 days trial period. During the trial period the Account usage is completely free of charge. After 30 days trial the BASIC version Account will be blocked and after the agreement between you and us the Account can be reactivated with the retained data. In accordance with the article 4.2. the BASIC version Account after the trial period will be charged based on the monthly fee.

4.2.2. **SMS messages.** The PREMIUM version Account allows you to contact selected Performers via SMS messages. One SMS message contains max. 155 characters and the standard price of one SMS is 1,30 CZK without VAT. The price for SMS messages under this article can be paid on the basis of an invoice or by charging credit through the payment gateway of ROLETIK. In case of payment on the basis of an invoice, the overview and billing of sent SMS messages will be part of the invoice for the given calendar month. The specific price and payment method is subject to agreement between the Casting Agency and ROLETIK.



5. PERSONAL DATA

- 5.1. **Processing of personal data for the performance of this Agreement.** The Contracting Parties acknowledge that for the purpose of the performance of this Agreement, each of the Contracting Parties is entitled to process the personal data of the other Contracting Party and its contact persons (employees). In particular, there are processed names and surnames, or the name of the employer, permanent address, e-mail address and telephone number and other contact details of the Contracting Parties (and their contact persons). The data shall only be processed by employees of the relevant Contracting Party to the extent necessary for the provision of services under this Contract and shall only be made available to the employees of the relevant Contracting Party.
- 5.2. **Casting Agencies.** If you are a Casting Agency, you acknowledge that the data you import into the Platform includes, in particular, the Performers personal data.
- 5.2.1. **The status of administrator and processor of personal data.** You acknowledge that you are in the position of Administrator for all personal data you upload to your Database.
- ROLETIK is, for external personal data uploaded to your Database from an external source or for the Performers' personal data, which have been registered in your Database directly through the Platform, in the position of Processor and undertakes not to process personal data you import for its own purposes. You will enter into a data processing agreement with ROLETIK that would be a part of your and our contractual relationship subject to these Terms of Use.
- 5.2.2. **Categories of personal data.** The Platform allows you to import various types of personal data into the Casting Agency Database, depending on the discretion and needs of the Casting Agency. Mandatory information about each Performer is the following personal information: name, surname, email, phone number, date of birth, gender, city and country, photos, vital statistics (sizes), ethnicity, hair color of the Performer and if the Performer has a tattoo.
- 5.2.3. **Legal basis.** You agree to provide appropriate legal bases for all personal data you import into the Platform.
- 5.3. **Production.** If you are a Production, certain personal information is made available to you directly by the Casting Agency by the link. You acknowledge that you are in the position of an independent Administrator processing personal data provided by the Casting Agencies for own purposes.
- 5.4. **Performers.** If you are a Performer who has registered through the Platform for a particular Project or Casting Agency Database, the Casting Agency is the Administrator of your personal data and the Casting Agency's personal data processing policies apply. For more information on processing Personal Data within the Platform, please visit: www.roletik.com.

6. GUARANTEES AND DECLARATIONS

- 6.1. You declare that you are aware that the Platform is provided as a SaaS software and ROLETIK provides no warranty for the Platform to function properly. Unless it is not permitted by applicable law in certain cases, you agree to exclude liability for Platform defects.



- 6.2. You declare that you acknowledge that ROLETIK is not responsible for third party content that may be made available through the Platform.
- 6.3. If you are a Casting Agency, you declare and warrant to ROLETIK that you have all the appropriate entitlements, titles, and approvals in connection with the performance of this Contract, in particular, but not limited to, information imported into the Databases. In particular, you declare that your use of the Platform does not interfere with the rights of third parties and ROLETIK incurs no obligations towards third parties as a result of your use of the Platform. In the event of damage caused to ROLETIK in connection with a breach of your obligation under this Article 6.3. you agree to compensate ROLETIK for any damages incurred.
- 6.4. ROLETIK declares and warrants that it will not provide data that have been imported by the Casting Agency into its database to any third party without the Casting Agency's consent. If the third party gains access to the data imported into the Casting Agency Database and this disclosure is attributable to the fault of ROLETIK, the Casting Agency has the right to claim payment of a contractual penalty in the amount of CZK 100,000 (in words: one hundred thousand Czech crowns).

7. INTELLECTUAL PROPERTY RIGHTS OF ROLETIK

- 7.1. You acknowledge that ROLETIK holds all rights to the Platform, in particular intellectual property rights, whether or not these rights are registered.
- 7.2. Unless otherwise agreed in writing with ROLETIK, no provision of these Terms of Use gives you the right to use any commercial designation, name, trademark, software brand, logo, domain names, or other designation related to the Platform.
- 7.3. ROLETIK grants you a worldwide, free of charge, non-exclusive license to use the Platform, which you are not authorized to transfer or sublicense to a third party and which is limited by the duration of our contractual relationship subject to these Terms of Use. The purpose of the license is only to provide the Platform service.
- 7.4. You may not reproduce, modify, decompile, extract, or otherwise interfere with the Platform's source code or any portion thereof. You may not use the Platform to create a similar or competitive product.
- 7.5. Unless ROLETIK provides you express written permission, you may not sublicense, pledge or otherwise transfer the rights referred to in this Article 7.
- 7.6. You remain a copyright holder and are responsible for all copyright works that may be part of the content you import into the Platform.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in these Terms of Use shall be construed as excluding or limiting ROLETIK's liability for harm or damages where such exclusion or limitation is not possible under applicable law.



- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND BASED ON ANY LEGAL TITLE, ROLETIK OR ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT INJURY, INCLUDING BUT NOT LIMITED TO, NON-MATERIAL DAMAGE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE (SUCH AS COSTS OF LEGAL REPRESENTATION, LOST PROFITS OR REVENUE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION ETC.) CASUED DUE TO OR IN CONNECTION WITH THESE TERMS OF USE, PLATFORM OR OTHER SERVICES PROVIDED BY THE ROLETIK COMPANY SUBJECT TO THESE TERMS OF USE.
- 8.3. The limitation of ROLETIK's liability applies regardless of whether ROLETIK was or not or should have been aware of the possibility of such harm or damage.
- 8.4. ROLETIK's total liability for direct damages arising out of or in connection with the use of the Platform will be limited to the amount you have paid to ROLETIK for using the Platform. If you have not paid ROLETIK any amount, i.e. the Platform has been provided to you free of charge, the amount of direct damage is limited to CZK 100,000 (in words: one hundred thousand Czech crowns). By accepting these Terms of Use, you agree that this limitation of damages, taking into account all circumstances, is not disproportionate and meets the expectations of both contractual parties.

9. TERMINATION OF CONTRACTUAL RELATIONSHIP

- 9.1. The Contract, which is the subject of these Terms of Use, may be terminated by either Party without giving any reason, by giving written notice to the other Party. The notice period is 1 months from the delivery of the notice to the other party.

10. FINAL PROVISIONS

- 10.1. You acknowledge and agree that the Platform may contain sponsored, promotional, and advertising content.
- 10.2. These Terms of Use represent all arrangements between you and ROLETIK and apply to all your use of the Platform and other services provided by ROLETIK and fully replace any prior agreement between you and ROLETIK in connection with the Platform.
- 10.3. You agree that ROLETIK may send you notices, including those relating to changes to these Terms of Use, by email, regular mail, or posting on the Platform website.
- 10.4. We have agreed that unless you or we execute or enforce any statutory authorization under applicable law in connection with these Terms of Use or Platform, this shall not be deemed a formal waiver of such authorization.
- 10.5. Should any of the provisions herein be deemed invalid or unenforceable by the competent authority, the invalidity of this provision shall not affect the validity or enforceability of the remaining provisions of these Terms of Use. At the same time, an invalid or unenforceable provision shall be replaced without undue delay by a provision with as similar meaning and economic effect as possible based on mutual agreement of the contractual parties.
- 10.6. These Terms of Use and our contractual relationship are governed by the applicable regulations of the Czech Republic, in particular the Civil Code. The courts of the Czech Republic are competent to resolve any disputes arising from these Terms of Use.



ROLETIK

10.7. ROLETIK contact details are:

- Address: Chvalova 1121/9, Žižkov, 130 00 Praha 3, Czech Republic;
- Email: info@roletik.com

11. UPDATING THE TERMS OF USE

- 11.1. ROLETIK may change these Terms of Use from time to time. These changes take effect by publishing a new version of these Terms of Use on the Platform website at: www.roletik.com. You will be notified of this change.
- 11.2. You understand and agree that if you use the Platform after the updated Terms of Use become effective, ROLETIK is entitled to deem you agree to the updated Terms of Use.

These Terms of Use were last updated on 09/12/2019.