

TERMS OF USE OF THE ROLETIK FOR TALENTS PLATFORM

We appreciate your interest in using the ROLETIK for Talents platform (web portal), which is designed as a public database of Performers registered personally or through their authorized representatives on the basis of a contract with the Operator (hereinafter referred to as "ROLETIK" or "we"). ROLETIK for Talents in the form of a web portal is a service that allows registered Users (Performers) to create a publicly accessible profile or to publish predefined content with the following data on the website www.roletik.com (hereinafter referred to as "profile"). One profile is intended for one User (Performer).

The ROLETIK for Talents platform is operated by ROLETIK s.r.o., with registered office at Chvalova 1121/9, Žižkov, 130 00 Prague 3, Czech Republic, ID No.: 076 28 412, registered in the Commercial Register of the Municipal Court in Prague, file No. C 303457 (hereinafter referred to as "**ROLETIK**" or "**we**").

These terms and conditions of use of the ROLETIK for Talents platform (hereinafter referred to as "Terms of Use") are intended to provide you with all necessary information related to the ROLETIK for Talents platform, its use and our contractual relationship.

1. **DEFINITIONS**

- 1.1. For the purposes of our contractual relationship established by these Terms of Use and, where applicable, the separate service agreement, the following terms shall have the following meanings:
 - 1.1.1. **Copyright Act** means Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act); ROLETIK for Talents, or parts thereof, are or may be a work of authorship within the meaning of this Act and the exercise of all proprietary rights thereto belongs to the Operator.
 - 1.1.2. **Database** means the platform's database of User (Performer) profiles containing information relating to Performers, available on the website www.roletik.com.
 - 1.1.3. Civil Code means Act No. 89/2012 Coll., the Civil Code.
 - 1.1.4. **Platform** means the SaaS software ROLETIK for Talents, which can be accessed online at: www.roletik.com.
 - 1.1.5. The Profile of the Performer (Talent) has predefined content through which the User (Performer) registers in the Database of the ROLETIK for Talents Platform. The scope of the processed data of the Users corresponds to the scope of the data granted in the registration form of the Profile. The content of the profile consists mainly of: name, surname, contact details, date of birth, address, information about the User's (Performer's) appearance, information about skills and abilities (e.g. knowledge of a foreign language), links to websites and social networks, photographs and possibly others (collectively referred to as "content"). The general public has access to each profile and therefore to the content, and the User (Performer) has the option to specify whether or not he/she wishes to show the data publicly for most of the data. If he/she designates the data as non-public, this data is not publicly displayed in the Database and is only shown to registered Talent Hunters. The profile is available in two versions FREE and GOLD (see below). Profile



registration is done by email and entering a password. After registration and verification, the User (Performer) has access to the FREE version of the profile. Through the Profile in the GOLD version, the User (Performer) also has the possibility of logging in to the Casting Call, which was created by the entity using the ROLETIK for Business platform, or to fill it out quickly.

- 1.1.6. A User (Performer) is any legal or natural person who expresses the will to use ROLETIK for Talents, who is a Performer or a person authorised to represent a specific Performer and who is registered by the Operator as a User on the basis of a contract concluded in accordance with these Terms and Conditions. In the case of a person under the age of fifteen, the consent of the legal guardian is always required to register his/her/their person as a User or to register a person authorised to represent a person under the age of fifteen as a User. A person under the age of fifteen may only be registered on behalf of a User who is also a legal guardian, or by another person with the consent of the legal guardians. The Operator reserves the right, in its sole discretion, to refuse any person requesting registration as a User of ROLETIK for Talents.
- 1.1.7. **Talent Hunter** means a user account that, after registration, has the ability to view the Database, view data that the User (Performer) has designated as non-public and further manipulate the data in bulk. The Talent Hunter account is charged on the basis of the applicable price list, which is available at www.roletik.com.

2. OUR SERVICES AND THE LEGAL RELATIONSHIP BETWEEN YOU AND US

- 2.1. Contractual relationship. By using the Platform and other ROLETIK services or content, you accept these Terms of Use, which constitutes a service contract between you and us. In the event that we enter into a separate service agreement with you, that agreement will be governed by these Terms of Use. The subject of the contractual relationship is the provision of storage space or access to special features. In the case of the FREE version of the user's (Performer's) profile, this is a placement of content for an indefinite period of time with the possibility of immediate unilateral termination without giving reasons by the Operator. In the case of the GOLD version of the user (Performer) profile, this is a placement of content for a fixed period of 12 consecutive calendar months. The contractual relationship is concluded with the possibility of automatic extension of its duration, always for another 12 consecutive calendar months, provided that the User (Performer) duly and timely pays the price according to the valid price list available at www.roletik.com. In the case of the Talent Hunter Profile, the subject of the contractual relationship is the provision of access to special features (see Article 3.2). A description of the FREE and paid profiles is given in Article 3. At the moment of sharing any content within the profile, the service is provided by the Operator. In view of the fact that the content is provided by the User (Performer) or the Performer's authorised representative, the consumer's prior express consent to the performance before the expiry of the withdrawal period applies. In this case, the consumer has no right of withdrawal within 14 days of the conclusion of the contract.
- 2.2. **Method of conclusion of the contract.** The contract may be concluded electronically on the basis of a duly completed registration form (hereinafter referred to as the "Form"). Acceptance of the Form is subject to the proper completion of all the information required by the Form truthfully and completely. In the case of a person under the age of fifteen, the consent of the legal guardians is required. By entering into the Agreement, the User acknowledges that he/she/they have read these Terms and Conditions, agrees to them



and is bound by them. The Terms and Conditions are always made available to the User in advance, available in the User's account, where the User agrees to them and therefore has the opportunity to familiarize himself with them.

3. OUR SERVICES AND THE LEGAL RELATIONSHIP BETWEEN YOU AND US

3.1. User Profile (Performer)

- 3.1.1. **FREE profile**. Within this profile, it is possible to fill in the User's (Performer's) details and display them in the Database free of charge. The User (Performer) has the option to specify for most data whether he/she wants to show the data publicly or not. If he/she designates the data as non-public, the data is not publicly displayed in the Database and is only displayed to registered Talent Hunters. It is not possible to upload photos in the FREE profile for self-presentation of the User (Performer) within the Database. A mandatory part of the profile in the FREE version is also the subscription to newsletters containing information from the Operator.
- 3.1.2. GOLD profile. Within this profile, up to 5 photographs can be uploaded for self-presentation of the User (Performer) within the Database in addition to the data provided in the FREE version. The User (Performer) has the option to specify for most of the data whether he/she wants to show the data publicly or not. If he/she designates the data as non-public, the data is not publicly displayed in the Database and is only displayed to registered Talent Hunters. The user (Performer) also has the option to sign up for a specific Casting Call (registration form) created by the entity using the ROLETIK for Business platform via the Profile. Through this feature, the User (Performer) grants consent to register to the entire Database of the Casting Agency (or Agencies) that created the Casting Call. In this case, the Performer will be included in the Casting Agency Database and contacted for future suitable Projects (see Terms of Use of the ROLETIK for Business Platform, Article 8). A mandatory part of the profile in the GOLD version is also the subscription to newsletters containing information from the Operator. Activation of the GOLD profile is made for a period of 12 consecutive calendar months. The contractual relationship is concluded with the possibility of automatic extension of its duration, always for another 12 consecutive calendar months, provided that the User (Performer) duly and timely pays the price according to the valid price list available at www.roletik.com.

3.2. Talent Hunter Profile

3.2.1. **Talent Hunter Profile** means a user account that, after registration, has the ability to view the Database, view data that the User (Performer) has designated as non-public and further manipulate the data in bulk. Activation of the Talent Hunter Profile is made for a period of 1 calendar month. The contractual relationship is concluded with the possibility of automatic extension of its duration, always for another calendar month, provided that Talent Hunter duly and timely pays the price according to the valid price list available at www.roletik.com. In case of activation of the Talent Hunter's ROLETIK for Talents profile, the BASIC version of the ROLETIK For Business platform is activated at the same time with a 30-day trial period, during which the BASIC ROLETIK For Business account is provided completely free of charge.



4. RIGHTS AND OBLIGATIONS OF THE USER (PERFORMER, TALENT HUNTER)

- 4.1. The User acknowledges that he/she/they are responsible for maintaining the confidentiality of his/her/their access name and password to his/her/their Profile. The User undertakes that all information and data that he/she provides to the Operator and/or shares through the Profile (Performer Profile, Talent Hunter Profile) will be true, accurate and complete.
- 4.2. The User acknowledges that, in accordance with these Terms, any content is deemed to be published at the moment of sending it to the Operator, uploading it or otherwise sharing it within the ROLETIK for Talents platform and the User grants the Operator consent to redistribute it.
- 4.3. When using the ROLETIK for Talents platform, the User undertakes to act in such a way that no damage is caused to him, his representative or the Operator or other Users, and undertakes not to use the ROLETIK for Talents platform in any other way that could infringe the rights of the Operator, in particular to alter or damage ROLETIK or other Users in any way, and/or to use it in a way that could be classified as a criminal offence or other infringement of the law (resp. use that constitutes an infringement) or a violation of the rights and freedoms of any third party.
- 4.4. The User also acknowledges that the Operator shall not be liable for the content posted by any User. Any User or visitor to the ROLETIK for Talents Platform is entitled to report to the Operator inappropriate, unlawful or otherwise infringing content or any other error or defect in the ROLETIK for Talents Platform.
- 4.5. The User further represents and warrants to the Operator, by entering into the Agreement, that the granting of consents, permissions, authorisations and licenses under the Agreement and the performance of the purpose of the Agreement will not affect any rights of any persons, in particular represented Performers or other persons, including the copyrights of third parties. The User represents and warrants to the Operator that the Content incl. Copyright Works constituting the Content is free from any legal defects.
- 4.6. The User further acknowledges that the Operator shall not be liable for any defects in the ROLETIK for Talents platform, nor for loss of User data or other damages caused directly or indirectly by the ROLETIK for Talents platform, unless otherwise provided by law. The User also hereby waives against the Operator any damages that may arise in the future as a result of a breach of the Operator's obligations arising from acceptance of these Terms and Conditions or other legal provisions, except for claims for damages that cannot be validly waived under applicable law.
- 4.7. The User shall not be entitled to use the ROLETIK for Talents platform to load the Database by machine (especially by means of so-called software robots) or manually, except when using the functions offered by the Database.
- 4.8. The user with a Talent Hunter profile guarantees that he/she/they comply with Article 14 of the GDPR when dealing with the collected data.



- 4.9. The User is responsible for the accuracy and truthfulness of the representations and warranties under these Terms. In the event of incorrectness or untruthfulness of the declaration and/or in the event of a breach of the User's guarantees, the User shall be liable to the Operator in full for any damage, including non-pecuniary damage.
- 4.10. If the User breaches any of its obligations under the Agreement, respectively. Conditions or from the legal regulations governing the protection of personal data and/or the protection of personality, the User shall be obliged to compensate the Operator for all material and non-material damage incurred by the Operator as a result of such breach, in particular, if the Operator is ordered to pay a fine or to compensate for damages or to provide monetary compensation in connection with the User's conduct related to the handling of personal data or expressions of a personal nature, the User shall be obliged and undertakes to provide compensation in the full amount of the fine or the compensation or monetary compensation imposed.

5. RIGHTS AND OBLIGATIONS OF THE USER (PERFORMER, TALENT HUNTER)

- 5.1. In accordance with Act No. 480/2004 Coll., as amended, the Operator is only responsible for its own content, i.e. content that it exclusively creates, actively makes available or takes over as its own. The User is responsible for the content entered into the Profile, including links. A User representing a person under the age of fifteen must take special care to protect the represented person and his/her/their privacy.
- 5.2. The Operator is not responsible for the content, as it only provides Users with a space in the form of a Profile for posting content, unless otherwise provided by law. The Operator shall be entitled to immediately delete, remove the User's content or any part thereof or make such information unavailable, in its own free (arbitrary) judgment, in particular (but not exclusively) when it becomes aware of:
 - 5.2.1. The unlawful nature of the content of the stored information or the unlawful conduct of the User. The Operator may also notify the Police of the Czech Republic of a suspected criminal offense.
 - 5.2.2. Content containing passages of an offensive, sexual, racist, xenophobic or other similar nature and/or if it contravenes the fundamental rights and freedoms guaranteed by the Charter of Fundamental Rights and Freedoms of the Czech Republic and/or if it otherwise contravenes the constitutional or public order of the Czech Republic.
 - 5.2.3. Commercial purpose of third party content (without agreement with the Operator).
 - 5.2.4. Inappropriate content for children and minors, except in the section reserved for this purpose. The Operator is entitled to move such content to a dedicated section if necessary.
- 5.3. The Operator has the right to delete false, misleading or difficult to verify information and data from the profile content, as well as the right to cancel the User's profile or User account and to prevent the User from using the ROLETIK for Talents platform in the event of a reasonable belief that the User or the person represented by the User is knowingly violating these Terms and Conditions or in the event of unlawful conduct by the User or the person represented by the User or the unlawful nature of the User's content.



- 5.4. The Operator shall not be liable for the content (data and information) communicated by the User through the profile or stored under his User account.
- 5.5. The Operator does not guarantee the availability of the ROLETIK for TALENTS platform 24 hours a day.
- 5.6. The Operator does not warrant that the ROLETIK for Talents platform will work seamlessly with the User's hardware or software.
- 5.7. The User expressly acknowledges that the Operator has the right to shut down, modify and/or make unavailable ROLETIK for Talents, its content or only part of it at any time (from the respective Internet address), in particular to protect its own rights and legitimate interests, to comply with legal regulations or to protect the rights of the User.

6. LICENSE TERMS

- 6.1. The Operator grants the User a limited, non-transferable and non-exclusive license to use the ROLETIK for Talents Platform Profile, which the User is not entitled to transfer or sublicense to a third party and which is limited to the duration of our contractual relationship subject to these Terms of Use. For the use of the ROLETIK for Talents platform (or for the granting of a license to use the ROLETIK for Talents platform), the User agrees to pay the Operator a fee, which is part of the price according to these Terms and Conditions. The Operator shall have the right to provide performance of the Agreement only when payment of the Licensing Fee has been made, and if the User fails to pay the Licensing Fee in full within the time specified by the Operator, the Agreement shall be terminated without further delay from the outset.
- 6.2. The User shall not have the right to grant a sub-license to a third party to use the ROLETIK for Talents platform or to assign such license.
- 6.3. The User who has included or uploaded at least one image or other work of authorship as content within the ROLETIK for Talents platform (collectively, the "Work of Authorship") is fully responsible for all rights and authorisations related to the use of the Work of Authorship, in particular those related to publication. The User who has made the Author's Work available/published the Author's Work by means of or through the ROLETIK for Talents platform expresses, within the meaning of §2373 paragraph 2 of the Civil Code, his/her consent to the proposal to enter into a license agreement with the Operator as the assignee of the author's rights (license). The provision of performance in this case means making available/sharing/publishing at least one Author's work within the ROLETIK for Talents platform.
- 6.4. In the event that the User uploads or includes more than one Author's Work or only a part thereof, the Agreement shall apply to all Author's Works and/or any parts thereof.
- 6.5. The User represents and warrants by entering into the Agreement that, by virtue of its own authorship and/or for any other legal reason (e.g., by virtue of entering into a license agreement with the author or other authorized executor of the copyright), it exercises ownership of the copyright in the Copyright Work to such extent and/or that it is the authorized holder of such license to use the Copyright Work to such extent, which is fully sufficient for the use of the Author's Work within the ROLETIK for Talents platform and to grant the relevant license to the Operator for the purposes of the performance of the



Agreement, which includes in particular the authorization to publish/share/access the Author's Work via the Profile on the ROLETIK for Talents platform.

7. PERSONAL DATA

- 7.1. Processing of personal data for the performance of this Agreement. The Parties acknowledge that for the purposes of performance of this Agreement, the Operator is the Data Administrator of the User's personal data that the User provides for the purposes of conclusion and performance of the Agreement.
 - 7.1.1. The User acknowledges that the Operator will process the personal data of the User (Performer), or his/her legal representative, in the scope of name, surname, date of birth, gender, contact address, e-mail address, telephone number, information on the appearance and ethnicity of the User (Performer), data on abilities and skills (e.g. knowledge of a foreign language), data on education, experience and links to websites and social networks, photographs and possibly others. The data provided is a contractual requirement and is voluntary; the User is not obliged to provide such data. However, for the purpose of entering into a contractual relationship between the Operator and the User, the provision and processing of the following personal data: name, surname, telephone number and email is a condition for the use of the ROLETIK for Talents platform.
 - 7.1.2. The User acknowledges that the Operator will process the personal data of the User's Talent Hunter or his/her representative in the scope of name, surname, contact address, email address, telephone number, name of the representative, ID number. The data provided is a contractual requirement and its provision is voluntary; the User is not obliged to provide such data. However, for the purpose of entering into a contractual relationship between the Operator and Talent Hunter, the processing and provision of personal data is a condition for the possibility of using the ROLETIK for Talents platform.
- 7.2. The User undertakes to ensure an adequate legal basis for all personal data that it enters into the Platform.
- 7.3. The User's personal data will always be processed to the extent of the data provided by the User (or his/her/their legal representative) at the conclusion of the contract or later during the term of the contract, by the Operator, any of its employees and, where applicable, contractual partners.
- 7.4. ROLETIK may transfer the User's data to third parties, in particular to entities with a Talent Hunter profile, as part of the performance of the contractual terms.
- 7.5. In the case of contractual partners, the User acknowledges that the User's personal data may be transferred to and processed by companies providing information technology management, legal, accounting and tax consulting services for the Operator. Individual processors are authorized to handle personal data solely for the purposes for which they have been authorized by the Data Administrator and as instructed by the Data Administrator. The Data Administrator and the other processor mentioned above provide sufficient and credible guarantees on the technical and organizational security of the protection of personal data. The processing of personal data is carried out in technically and physically secure electronic information systems. All processors have been contractually obliged to protect personal data. Only so-called authorized persons (based



on their own personal access data) have access to personal data to the extent necessary in the performance of their work, and they are bound by the obligation of confidentiality. The specific entities of the processors or other recipients will be communicated by the Operator to the User upon request. Under certain conditions, personal data may be disclosed to state authorities (courts, police, notaries, tax authorities, etc., in the exercise of their legal powers) or the Data Administrator may provide them directly to other entities to the extent provided by a specific law.

- 7.6. The User's personal data will be retained for the duration of the contractual relationship and further archived for a maximum of 15 years after the termination of the contract.
- 7.7. The User's personal data will be processed mainly by machine (automated means) and in written (electronic) form.
- 7.8. The User, as a data subject, has the right to be informed of the processing of his/her personal data. The Data Administrator shall notify the individual recipients to whom the personal data have been disclosed of any rectification or erasure of personal data or restriction of processing made in accordance with the exercise of the rights described below, except where this proves impossible or requires disproportionate effort.
- 7.9. More information on the processing of personal data carried out within the framework of the ROLETIK for Talents Platform can be found at: www.roletik.com.
- 7.10. By accepting these Terms and Conditions, the User confirms his/her/their familiarity with these Terms and Conditions and the Personal Data Processing Policy, which is an integral part of these Terms of Use.

8. WARRANTIES AND DECLARATIONS

- 8.1. You indicate that you understand that the Platform is provided as SaaS software and ROLETIK makes no warranty as to the proper functioning of the Platform. Unless permitted by applicable law in a particular case, you agree to exclude liability for defects in the Platform.
- 8.2. You acknowledge that ROLETIK is not responsible for any third party content that may be made available through the Platform.
- 8.3. You represent and warrant to ROLETIK that you have all proper authorizations, legal titles and consents in connection with the performance of this Agreement, including, but not limited to, information entered into the Database. In particular, you declare that your use of the Platform does not interfere with the rights of third parties and that ROLETIK does not incur any liabilities to third parties as a result of your use of the Platform. In the event that ROLETIK suffers damage in connection with a breach of your obligation under this Article 9.3, you undertake to indemnify ROLETIK for the damage suffered.

9. ROLETIK'S INTELLECTUAL PROPERTY RIGHTS

9.1. You acknowledge that ROLETIK is the owner of all rights to the Platform, in particular intellectual property rights, regardless of whether these rights are registered or not.



- 9.2. Unless otherwise agreed in writing with ROLETIK, nothing in these Terms of Use grants you any right to use any trade names, titles, trademarks, software marks, logos, domain names or other indicia related to the Platform.
- 9.3. You are not authorized to reproduce, modify, decompile, extract or otherwise interfere with the source code of the Platform or any portion thereof in any way. You may not use the Platform to create a similar or competing product.
- 9.4. Unless ROLETIK gives you express written consent, you may not sublicense, pledge or otherwise transfer the rights set forth in this Section 9.
- 9.5. You remain the copyright owner and are responsible for all copyrighted works that may be included in the content you import into the Platform.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in these Terms of Use shall be construed to exclude or limit ROLETIK's liability for damages where such exclusion or limitation is not possible under applicable law.
- 10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND UNDER ANY LEGAL THEORY, ROLETIK AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, NON-MATERIAL DAMAGES, INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS. LEGAL COSTS, LOST PROFITS OR INCOME, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ETC.) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE PLATFORM, OR OTHER SERVICES PROVIDED BY THE ROLETIK COMPANY THAT ARE SUBJECT TO THESE TERMS OF USE.
- 10.3. The limitation of ROLETIK's liability applies regardless of whether ROLETIK was or was not or should have been aware of the possibility of such damages.
- 10.4. ROLETIK's total liability for direct and indirect damages arising out of or in connection with your use of the Platform will be limited to the amount you have paid to ROLETIK for your use of the Platform. In the event that you have not paid any amount to ROLETIK, i.e. the Platform was provided to you free of charge, the amount of direct damages is limited to CZK 1,000 (in words: one thousand Czech crowns). By accepting these Terms of Use, you agree that this limitation of the amount of damages is not unreasonable taking into account all the circumstances and corresponds to the expectations of both parties.

11. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

11.1. The contract subject to these Terms of Use may be terminated by either party without cause by delivering written notice to the other party. The period of notice shall be 1 month from the delivery of the notice to the other party.

12. FINAL PROVISIONS

- 12.1. You acknowledge and agree that the Platform may contain sponsored, promotional and advertising content.
- 12.2. These Terms of Use constitute the entire agreement between you and ROLETIK and shall apply to all of your use of the Platform and other services provided by ROLETIK and



completely supersede any prior agreements between you and ROLETIK in connection with the Platform.

- 12.3. You agree that ROLETIK may send you notices, including those regarding changes to these Terms of Use, by email, regular mail or by posting on the Platform website.
- 12.4. We agree that if you or we do not exercise or enforce any legal authority under applicable law in connection with these Terms of Use or the Platform, it will not be deemed a formal waiver of such authority.
- 12.5. In the event that any provision herein is found by a competent authority to be invalid or unenforceable, the invalidity of such provision will not affect the validity or enforceability of the remaining provisions of these Terms of Use. At the same time, the invalid or unenforceable provision shall be replaced without undue delay by agreement of the parties with a provision having the most similar meaning and the same economic effect.
- 12.6. These Terms of Use and our contractual relationship shall be governed by the applicable regulations of the Czech Republic, in particular the Civil Code. The courts of the Czech Republic shall have jurisdiction to settle any disputes arising out of these Terms of Use.

ROLETIK's contact details are:

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

13. UPDATES TO THE TERMS OF USE

- 13.1. ROLETIK may change these Terms of Use from time to time. Such changes shall take effect upon publication of the new version of these Terms of Use on the Platform's website at: www.roletik.com. You will be notified of this change.
- 13.2. You understand and agree that if you use the Platform after the effective date of the updated Terms of Use, ROLETIK shall be entitled to treat such use as acceptance of the updated Terms of Use.

These Terms of Use were last updated on December 06, 2022.