

CITIZEN TALENT TERMS AND CONDITIONS OF USE AGREEMENT

Last Updated: December 19, 2016

1. Description of Service, Acceptance of Terms, Modification

Citizen Talent Management, LLC ("Company") provides users ("Users") of the web pages located at www.citizenalent.com (the "Site") with a platform to market its talent to potential clients and other features, functions or services on the Site (collectively, the "Service"). The Service may include web hosting for storing User Content, the creation of web pages for personalized User web pages, and the cataloging and indexing of User Content. A portion of the Site and the Services are only available to registered Users ("Registered Users"). To become a Member, you must provide Company with certain personal information and create an account.

This Terms and Conditions of Use (the "Agreement"), sets out the legally binding terms between you and Company. This Agreement applies to all Users of the Site or Service, including Users who submit any content, information or other materials on the Site. If you choose to use the Site or Service, you will be agreeing to abide by all of the terms and conditions of the Agreement. Company may change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Site.

IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

Company may change, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

In addition, when using particular Company services, you and Company shall be subject to any additional terms, guidelines or rules applicable to such services, which may be posted from time to time. All such additional terms, guidelines and rules are hereby incorporated by reference into this Agreement. Also, Company may offer other services from time to time that are governed by different terms of service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Company properties, shall be subject to this Agreement.

2. A Special Note About Minors

Membership profiles for individuals under 18 years of age must be maintained by a parent or legal guardian who has registered on their behalf and who utilizes the Site and Services on such individual's behalf (a "Registering Adult"). We reserve the right to add special protections, including tracking and record visits/views, for the profiles and/or Membership accounts of Users who are minors for security purposes.

Although we cannot absolutely control whether minors gain unauthorized access to our Site, your profile may be deactivated and your Membership may be terminated without warning if we believe that you are a minor in your country of residence and we do not have satisfactory proof or assurances that your Membership is maintained on your behalf by a Registering Adult.

3. Privacy

Your privacy is very important to the Company. Please review our Privacy Policy, which also governs your use of the Service, to understand our practices.

4. Intellectual Property

As between you and the Company, the Company is the owner of all intellectual property rights, including all copyrights, patents, trademarks associated with the Site and the Service, including all associated software, logos, text, and graphics, and including User Content (defined below). Further, as between you and the Company, the compilation of all content on the Site is the exclusive property of the Company. You agree not to use, display, reproduce, modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on any Company intellectual property, in whole or in part, without prior permission of the Company.

5. License and Site Access

Company grants you a limited license to access and make personal use of the Site and the Service. You agree not to download (other than page caching) or modify the Site, or any portion of it, including User Content, except with express written consent of Company. This license does not include any resale or commercial use of the Site, the Service, or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Site is for the personal use of Users only and may not be used for any commercial endeavors except those may be specifically endorsed or approved by the management of Company from time to time. Illegal and/or unauthorized use of the Site or Service, including collecting usernames, email addresses or User Content of other Users by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Site or other illegal purposes will be investigated. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from posts or accounts without notice and may result in termination of membership privileges. Company will take appropriate legal action for any illegal or unauthorized use of the Site or the Service. The Site, Service, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, content, text, page layout, or form) of Company and our affiliates or other Users without express written consent, except as otherwise provided and made available through the Site or the Service. You may not use any meta tags or any other "hidden text" utilizing Company's name or trademarks without the express written consent of Company. Any unauthorized use terminates the permission or license granted by Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to Company so long as the link does not portray Company, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may use the Company logo or other proprietary graphic or trademark of Company as part of the link, subject to Company's usage requirements and Company's right to revoke such permission in its sole discretion.

6. Account, Password, Security

- a. You must choose a username and password as part of the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. Certain Site features and Services may require a subscriber or registration fee

to gain access. **Members agree not to share their username and password with anyone.**

You agree to (i) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. Company cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6.

- b. You agree to provide true, accurate, current and complete information about yourself, or in the case of a Registering Adult, information about the minor on whose behalf you are registering, as prompted by the Site's registration form (such information being the "Membership Data"). If you do not, or Company has reasonable grounds to suspect that you have not, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Site. Membership Data and certain other information about you are subject to our Privacy Policy.
- c. Company reserves the right to approve or disapprove any Membership application at any time for any reason with any conditions at the sole discretion of Company. Company reserves the right to terminate any Member account at any time for any reason with any conditions at the sole discretion of Company.

7. International

You agree to not use the Site or export any portion of the Site, including the User Content (defined below) in violation of U.S. export regulations. You are responsible for adhering to all relevant local and national laws wherever you are.

8. Uploaded Content, Reviews, Comments, Etc.

Please choose carefully the words, information, content, messages, text, files, images, photos, sounds, profiles, works of authorship or any other materials you post, upload, link to, publish or display on the Site or through the Service and any such content that you provide or make available to other Users through the Site (collectively, "User Content"). You are responsible for all User Content, as set forth below.

Information or User Content provided by other Users may contain inaccurate, inappropriate or offensive material, products or services, and Company assumes no responsibility or liability for this material.

Company reserves the right, in its sole discretion, to reject, refuse to post or remove or modify any posting by you, or to restrict, suspend, or terminate your access to all or any part of the Site and/or the Service at any time, for any or no reason, with or without prior notice, and without liability.

User Content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, violate any confidentiality agreement or other contract or be otherwise injurious to third parties or objectionable and shall not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. Company has the right but not the obligation to remove or edit User Content, but does not regularly review User Content. Company takes no responsibility and assumes no liability for any User Content.

As between you and the Company, the Company is the owner of all intellectual property rights, including all copyrights, patents, trademarks associated with the Site and the Service, including all associated software, logos, text, and graphics. You agree not to use any Company intellectual property without Company's prior permission. You grant the Company a nonexclusive, irrevocable, worldwide, perpetual, unlimited, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, use and commercialize, in any way now known or in the future discovered, including without limitation for the purposes of promoting the Company, any User Content you upload through the Service or to the Site or otherwise provide to Company.

The following is a partial list of the kind of User Content that is illegal or prohibited on the Site and the Service. Company reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending User Content from the Site or Service and terminating the Membership of such violators. Prohibited User Content includes content that: (i) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person; (iii) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming;" (iv) consists of information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) consists of an illegal or unauthorized copy of a copyrighted work, such as sound recordings, musical compositions and videos in which you do not personally own the copyright or otherwise do not have the necessary authority from the copyright owner(s); (vi) computer programs or links to them or providing information to circumvent manufacturer-installed copy-protect devices, or infringing materials; (vii) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); (viii) provides material that exploits people under the age of 18 or solicits personal information from anyone under 18; (ix) provides instructional information about illegal activities; (x) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; (xi) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (xii) uses any unfair, misleading or deceptive content intended to draw traffic to the profile.

9. Conduct

- a. You agree to abide by the terms of this Agreement, and to not use the Service to: (i) interfere with, manipulate, or take any actions that may undermine the integrity of any system used on the Service; (ii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (iii) collect or store personal data about other Users; or (iv) harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent.
- b. Without limiting other remedies, Company and its affiliates may immediately warn Users of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide the Service to you if: (i) you breach this Agreement or the documents it incorporates by reference; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for you, us or our Users. Your membership will be terminated and you will be denied access to the Service if you breach this Agreement or

any other agreement between you and Company in any way.

- c. You are solely responsible for your interactions with other Users of the Site. Company reserves the right, but has no obligation, to monitor disputes between you and other Users.

10. Use & Storage

You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that User Content will be retained by or made available through the Service, the maximum disk space that will be allotted on Company's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Company has no responsibility or liability for the blocking, deletion or failure to store any User Content maintained or transmitted by the Service. You acknowledge that Company reserves the right to cancel accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

11. Third-Party Content, Links and Syndication

Company is not responsible for any User Content, third-party content, syndicated content, applications, services, advertisements, and/or links that may be contained in the Site or the Service. The Site may contain links to third party websites that are not owned or controlled by Company. Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Company will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve Company from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Company Site and to read the terms and conditions and privacy policy of each other website that you visit. Any correspondence, business dealings with, syndication, linking or participation in promotions of third parties found on or through the Site, including payment or delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. Company has no control over third-party websites or resources, and as such, you acknowledge and agree that Company is not responsible for their availability, reliability, or functionality, and does not endorse and is not responsible or liable for any third-party content, applications, services, advertising, products, or other materials on or available from such websites or resources. Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings between you and any third parties, or as the result of the presence of such third-party content or User Content on the Site or as a result of the failure of such third-party services, applications, or content to function as intended.

12. Termination

Company may terminate this Agreement at any time for any reason. Sections 4, 8, and 13 through 19 shall continue in full force and effect upon any termination of this Agreement.

13. Representations & Warranties

- a. You represent and warrant that you have the full authority to act on your behalf and on behalf of any and all prior owners of any right, title and interest in and to any User Content you post, submit, transfer or link to.

- b. You represent and warrant that either (i) you are more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement or (ii) you have obtained parental consent prior to using the Site or the Service. You represent and warrant that you will abide by and comply with this Agreement and have obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform your obligations herein. Your membership or access to the Site and Service may be deleted or blocked without warning if it is found that you are misrepresenting your age. Your membership is solely for your personal use, and you shall not authorize others to use your account.
- c. You represent and warrant that you are solely responsible for all User Content posted, uploaded, published or displayed through your User account, including any messages, and for your interactions with other Users. You shall be solely responsible for your User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent, and/or warrant that: (i) no User Content or any use thereof by Company shall defame any third party or infringe upon or violate any other rights of any third party, including without limitation, any patent, trademark, copyright, trade secret right, contractual right, right of publicity or right of privacy; (ii) you own or have the necessary licenses, rights, consents, and permissions to transfer to Company all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content in the manner contemplated by these Terms of Use; and (iii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or any likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Site and these Terms of Use.
- d. You represent and warrant that you shall not act in any manner, or post or upload any User Content, that conflicts or interferes with any existing commitment or obligation of yours, and that no agreement previously entered into by you will interfere with your performance of your obligations under this Agreement.
- e. You represent and warrant that you shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.
- f. You represent and warrant that you will not use the Service to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

14. Disclaimer

Company makes no warranty as to the quality, accuracy, completeness, and validity of any materials on the Site or the Service and does not warrant that the functions contained on the Site will be uninterrupted or error-free, or that defects will be corrected.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. Indemnification, Limited Liability

- a. You hereby indemnify and hold harmless, and upon Company's request, defend, Company its affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on: (i) a breach or alleged breach of any warranty, representation, covenant or obligation of yours under this Agreement; or (ii) any allegation that any User Content provided, uploaded, syndicated, linked to or authorized by or on behalf of you hereunder or Company's or any User's use thereof violates or infringes the rights of another party. You will reimburse Company and its affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section 15, provided that Company attempts to obtain your written consent prior to making such payments, and such consent is not unreasonably withheld, delayed or conditioned. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company shall have the right, at its expense, to participate in the defense thereof under your direction. You shall not settle any claim in any matter that adversely impacts Company without Company's prior written consent.
- b. EXCEPT PURSUANT TO YOUR INDEMNITY OBLIGATION IN SECTION 15(a), AND EXCEPT FOR A BREACH OF YOUR REPRESENTATIONS AND WARRANTIES IN SECTION 13, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

16. Applicable Law

This Agreement and the relationship between you and Company shall be governed by the law of the State of New York without regard to its conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction of the courts located within the State and County of New York.

17. Notice

Company will provide notices of changes to this Agreement or the Privacy Policy by displaying notices or links to notices to you generally on the Service. Except as explicitly stated otherwise, any notices to Company shall be sent by certified mail, return receipt requested, to Citizen Talent Management, LLC, 23 East 4th Street, 6th Floor, New York, New York 10003, Attn: President. Notice shall be deemed given three (3) days after the date of mailing.

18. Copyright Infringement

Company respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Company's copyright agent with the following information ("Notice"): (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Site; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Any Notice of claims of copyright or other intellectual property infringement must be sent to Company at:

Copyright Agent
Citizen Talent Management LLC
817 West End Avenue, 10A
New York, New York 10025
phone: 917 704 6263
email: staff@citizentalent.com

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed.

19. General

- a. This Agreement along with the Privacy Policy and any additional terms, rules or regulations posted on the Service constitute the entire agreement between you and Company and govern your use of the Service, superceding any prior agreements between you and Company. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.
- b. The failure of Company, at any time or from time to time, to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Company. The remedies of Company under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies.

- c. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the parties nevertheless agree that that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible, consistent with applicable law, consistent with the original intentions of the parties; and the other terms and provisions of this Agreement remain in full force and effect.
- d. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- e. The section titles in this Agreement are for convenience only and have no legal or contractual effect.