

Modeltude Agency

Terms and Conditions

Last Updated: 27th May 2018

Modeltude Agency is operated in the US (6565 N. MacArthur Blvd. Suite #225 Irving, TX 75039)

The below terms will govern your use of the website. Please refer back frequently as we may from time to time amend these terms. By registering and using our website you agree that you have read our terms and conditions fully.

Disclaimer: While we have taken all reasonable care in the creation, selection and assembly of website content, all such content (including any third party information, products or materials) is provided 'AS IS' and subject to change at any time without notice to you. To the fullest extent permitted by law, we disclaim all representations and warranties (express, implied and statutory) in respect of the information, products and other content (including third party information, products and content) included in or accessible from this website.

1. Agreement

Unless and until the booking confirmation form, containing the specific details of the booking, is signed by the client and returned to the Agency, all negotiations relating to the booking of the talent are strictly subject to contract.

The signed booking confirmation together with these terms and conditions and the Agency's privacy policy, ("**Privacy Policy**") shall form the entire agreement between the client and the Agency relating to each booking (together, the "**Agreement**").

2. Trademarks and Copyrights

We own or control all trademarks, database rights, copyright, and other intellectual property rights in material contained in, or referred to, on this website. The use of any of the information, artwork, photographs, music, interviews, videos or other materials contained on this site must be solely and entirely for private use. Any and all other uses are strictly prohibited without our express written consent. You must not modify, vary, obscure or delete any copyright or other proprietary notice from any copies that are so made.

3. Liability

- Modeltude Agency shall have absolutely no liability for damage to your computer hardware, data, information, materials and business resulting from the information or the lack of information available on the Modeltude Agency website.
- Modeltude Agency shall have no liability for any loss or injury caused, in whole or in part, by its actions, omissions or negligence or for contingencies beyond its control, in procuring, compiling or delivering the information or any errors, omissions or inaccuracies in the information regardless of how caused, or delays or interruptions in delivery of the information.
- We cannot and do not accept any responsibility for the content on any website that is not administered by us. To the fullest extent permitted at law, no liability is accepted for any direct, indirect or consequential loss or damage, including lost data, business opportunity or profits, whether in an action in contract, negligence or otherwise resulting from the access to and use of this website or the information and materials contained on it.
- This legal statement and the disclaimers and exclusions contained in it are governed by and construed in accordance with the US Laws. Any disputes shall be referred to the exclusive jurisdiction of the US courts, to which both parties submit.

4. Content

Operation of the Website: We reserve the right to change, modify, substitute or remove without notice any information on this site from time to time.

5. Indemnity

The client shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages and losses suffered or incurred by the Agency and/or the talent (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

- any breach by the client of the Agreement, including but not limited to, any breach by the client of all sections of these terms and conditions;
- any breaches of all section by any third parties engaged by the client;
- any damage suffered by the Agency and/or any claim brought by the talent against the agency for any damage suffered by the talent
- any claim brought by a third party against the Agency in circumstances where, as a result of the client's acts or omissions, the distribution of images, in whatever form, outside of the agreed territory and in breach of the Agreement

has caused the Agency to be in breach of the terms of an exclusive agreement with such third party; and

- any breach by the client of any applicable laws and regulations including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.

6. Website Access

Access to the site may be suspended, restricted or terminated at any time.

If any provision of this legal statement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this legal statement shall not be affected.

The sites linked from the Modeltude Agency website are not under Modeltude Agency control and Modeltude Agency does not assume any responsibility or liability for any communications or materials available at such linked sites. Modeltude Agency does not intend links on the Modeltude Agency website to be referrals or endorsements of the linked entities and are provided for convenience only.

7. Complaints and Disclaimer

Any cause for complaint must be reported to the Agency by the client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst the Agency will use reasonable endeavours to ensure that the talent provides a satisfactory and efficient services to clients, as the agent, the talent is self-employed and the Agency cannot be held responsible for a talent's conduct or behaviour whilst delivering the services and in this regard the Agency shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of the talent.

8. More Details

For full details of the activities of Modeltude Agency, please visit the 'About Us' section of the site. Please also read our Privacy Policy that tells how we gather, process and manage your Data.

For all Customer Service inquiries e-mail us at admin@modeltudeagency.com