

CrewMeUp Terms of Service

Thank you for visiting the CrewMeUp mobile applications, website and/or other services. By accessing or using the CrewMeUp applications, online services, website and social networking platforms (the "Site"), whether automated or otherwise, you agree to be bound by these Terms of Use and any additional terms and conditions that are referenced below or otherwise may apply to specific areas of the Site. Please read these Terms of Use carefully before using the Site.

The CrewMeUp website and/or mobile application is owned or operated by CrewMeUp LLC, (collectively, referred to herein as "CrewMeUp" "we" or "us" or "our").

You represent that you are legally able to accept these Terms of Use, and affirm that you are of legal age to form a binding contract, or have obtained parental or guardian consent to do so. If you do not agree to these Terms of Use, you may not use the Site.

We reserve the right to change these Terms of Use at any time. Such changes will be effective when posted. By continuing to use the Site after we post any such changes, you accept the Terms of Use as modified.

1. Acceptance of Agreement

These terms of service (the "Agreement") govern your access and use of the Site and services offered by CrewMeUp, and any information that is displayed on the Site. CrewMeUp is a mobile application that creates a virtual platform (the "Services") for freelancers in the film industry ("Users") to connect with the companies and programs ("Employers") seeking their skill sets. By using the Services, you are indicating your acceptance of this Agreement, which thereby becomes a binding contract between you and CrewMeUp, and you agree to be bound by all terms and conditions herein. CrewMeUp's acceptance is expressly conditioned upon your assent to all the terms and conditions of this Agreement, to the exclusion of all other terms.

2. CrewMeUp is a Neutral Venue

CrewMeUp functions solely as a neutral site where Users may connect with potential Employers. We are not involved in or a party to any actual transactions between Users, or between Users and Employers. As a result, CrewMeUp has no control over the quality, accuracy, safety, or legality of the transactions that take place on the Site, the accuracy of listings, or the ability of Employers to provide work and we are absolutely not responsible for the actions or inactions of other Users or Employers. You understand that any transaction you enter into with an Employer is strictly between you and the Employer, and CrewMeUp is not a party to that transaction. Any dispute you have with an Employer is between you and the Employer, and We will not be a party to that dispute.

3. Rules of Conduct

There are rules of conduct that you are required to follow when you use the Site.

You must not:

- "harvest" (or collect) information from the Site using an automated software tool or manually on a mass basis (unless we have given you separate written permission to do so). This includes, for example, information about other users of the Site and information about the offerings, products, services and promotions available on or through the Site.
- use automated means to access the Site, or gain unauthorized access to the Site or to any account or computer system connected to the Site.
- "stream catch" (download, store or transmit copies of streamed content).
- obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you.
- "flood" the Site with requests or otherwise overburden, disrupt or harm the Site or its systems.
- circumvent or reverse engineer the Site or its systems.

- restrict or inhibit another user or users from using and enjoying the Site.
- manipulate or forge identifiers in order to disguise the origin of any information posted on the Site or otherwise provided to us or our employees.
- impersonate any person, including, but not limited to, other community Users or our employees,

If you post something to the Site, such as photos, comments or other content, do not post anything that:

- uses strong, vulgar, obscene or otherwise harmful language,
- contains pornography or sexually explicit content,
- promotes or glorifies violence, firearms, or other weapons, gambling or sales or use of alcohol, controlled pharmaceutical substances or tobacco,
- communicates hate or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age,
- infringes or violates any third party intellectual property right of others (such as copyright, trademark, trade secret, privacy and/or publicity rights),
- is defamatory (i.e., something that is negative and untrue about another person or entity),
- divulges another person's or entity's confidential or private information or trade secret,
- exploits persons under 18 years of age;
- is fraudulent, unlawful, threatening, harassing, abusive or discriminatory,
- encourages criminal conduct,
- contains any information (such as inside, proprietary or confidential information) that you do not have a right to make available due to contract, fiduciary duty, or operation of law,
- advertises or solicits business for products or services other than those that are offered and promoted on the Site,
- contains any virus, malware, spyware or other harmful content or code, or materials that otherwise violate this Agreement.

No part of the Site may be reproduced or transmitted in any form, by any means, whether electronic (including email), mechanical, or otherwise, including photocopying and recording, except that CrewMeUp authorizes you to download, store and print a single copy of the materials displayed on the Site for yourself, solely in accordance with this Section. The right to download and store or output the materials displayed on the Site is granted for viewing use only, and is subject to the following conditions: i) Materials may not be reproduced or modified in any form. Any reproduction or editing by any means mechanical or electronic without the explicit written permission of CrewMeUp is expressly prohibited; ii) The materials may be used solely for noncommercial, informational purposes; and iii) Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any materials displayed on the Site, through the use of framing or otherwise, except: (a) as expressly permitted by this Agreement; or (b) with the prior written permission of CrewMeUp or such third party that may own the trademark or copyright of materials displayed on the Site.

You also must comply with all applicable laws and contractual obligations when you use the Site. These are some, though not all, of the activities that may result in removal of Content that you post to the Site and/or the termination of your access to the Site.

4. Content

Ownership of Site Content. The Site, and the information which it contains, is the property of CrewMeUp and/or its affiliates and licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. CrewMeUp and/or its affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Services. You may use the Site (including any content and materials included on the Site) for your own personal, non-commercial use, but you may not

use it for commercial purposes. You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site unless explicitly authorized in these Terms of Use or by the owner of the materials. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Submissions. The Site provides a forum for you to potentially obtain employment and career information. If/when you submit, post or display Content through the Services you are granting us and any third-party service providers and partners a worldwide, non-exclusive, irrevocable, transferable, assignable, worldwide, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods. You represent that any materials and content posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights.

The Content that you submit may be modified or adapted for purposes of transmission, display, or distribution over computer networks or any media formats, in order to conform to any requirements or limitations in working with such networks, services, devices or media. We do not claim any ownership of the Content that you submit, post, or display through the Services. You retain any and all ownership rights to the Content that you submit and are responsible for protecting those rights. We reserve the right at all times to remove or refuse distribution of any Content on our Services.

We always appreciate your feedback or other suggestions about the Services, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them). Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to CrewMeUp through this Site is the exclusive property of CrewMeUp. CrewMeUp is entitled to use any information submitted for any purpose, without restriction (except as stated in CrewMeUp's Privacy Policy) or compensation to the person sending the submission. You represent and warrant that you have the right and authority to make any submission you communicate to CrewMeUp, and you accept responsibility for the accuracy, appropriateness, and legality of any such submission.

You acknowledge and accept that CrewMeUp is only a passive forum for users to potentially obtain employment and career information. Responsibility for what is posted in public areas of the Site lies with each user - you alone are responsible for the material you post or otherwise make available in public areas of the Site. We do not control the material that you or others may post or otherwise make available in such areas, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not a publisher of user posts, and we are not responsible for their accuracy or legality.

5. Registration and Log In

To access certain features or areas of the Site, you will be required to provide personal, prior employment, references and/or demographic information as part of a registration or log-in process and to create an account ("Account"). The information required to create an account will include your name, location, primary and secondary skill sets, current availability status, references, future availability calendar, prior employment history. In addition, certain features of the Site are only available to our registered users, and to access those areas of the Site you will be required to log in using your username and email password. In connection with such registration, CrewMeUp may refuse to grant you, and you may not use, a user name (or email address) or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that CrewMeUp rejects for any other reason in its sole discretion.

You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up-to-date (this

includes your contact information, so that we can reliably contact you). The information you submit must describe you (you may not impersonate another person or entity), and you may not sell, share or otherwise transfer your account information. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if CrewMeUp suspects that your information is untrue or inaccurate, not current, or incomplete, CrewMeUp may, in its sole discretion, suspend or terminate your right to access any material for which registration is required. If you worked on multiple episodes of a single season of a show, you may not list each episode as a separate credit; you must create one credit for the entire season. Furthermore, adding fictitious credits or otherwise misrepresenting your experience is prohibited; the offending credits are subject to removal and the User's account is subject to suspension or deletion. Any personally identifiable information supplied hereunder will be subject to the terms of the CrewMeUp Privacy Policy.

You are responsible for all activity occurring when the Site is accessed through your account, whether authorized by you or not. Therefore, if you create an account, be sure to protect the confidentiality of your account password. We are not liable for any loss or damage arising from your failure to protect your password or account information. You agree that you will immediately notify CrewMeUp of any unauthorized use of your password or account, or any other breach of security.

6. Employment

You understand and agree that CrewMeUp (a) does not warrant that you will receive any employment or job offers through the Site; (b) shall not be responsible for any employment offers, employment screenings, employment decisions, and actual employment presented by third parties; (c) does not guarantee the accuracy, completeness, validity, or timeliness of information listed by any third parties; (d) shall not be responsible for any materials posted by third parties, including, but not limited to, job openings and employment listings; and (e) is neither your employer nor your agent in any regard. You shall use your own judgment, caution, and common sense in evaluating any prospective employers and any information provided by any third party.

7. Links to Third-Party Sites; No Implied Endorsements

The Site may contain links to non-CrewMeUp Sites. These links are provided to you as a convenience, and CrewMeUp is not responsible for the content of any linked Site. Any outside web site accessed from this Site is independent from CrewMeUp, and CrewMeUp has no control over the content of that Site. In addition, a link to any non-CrewMeUp Site does not imply that CrewMeUp endorses or accepts any responsibility for the content or use of such a web site. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by CrewMeUp of that third party or of any product or service provided by a third party.

8. Payment Terms

We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to the Member's Account (your "Billing Account"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors by the Payment Processor. By utilizing the Services, you agree to pay us, through the Payment Processor, in accordance with the applicable payment terms. CrewMeUp reserves the right to change its prices and to offer discounts and temporary promotions. You agree that it is your responsibility to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Site. You agree that if you do not maintain a valid, non-expired card on file with us during any billing attempt, you may be subject to interest and penalties. You irrevocably and expressly authorize CrewMeUp to withhold any monies and/or debit any monies from any account that you have identified to CrewMeUp for any charge backs, fees, costs, deductions, adjustments and any other amounts owed to CrewMeUp.

9. DMCA Notice

We respect the intellectual property rights of others, and we prohibit the uploading, posting, transmitting, sharing, or otherwise making available any material that violates another party's intellectual property rights. When we receive proper notification of Alleged Copyright Infringement, as described below, We may promptly

remove or disable access to any allegedly infringing material and may terminate any Account of any repeat infringer, in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe that your own copyrighted work is accessible on the Site or any service in violation of your copyright, then You may provide our Designated Agent with a written communication as set forth in the DMCA, 17 U.S.C. Sec. 512(c)(3) that contains substantially the following information:

- Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed, so that we can locate the material. For example, "The copyrighted work is my content that appears at <http://www.mycontentpage.com/abc>." If multiple copyrighted works at a single online site are covered by your notification, then you may provide a representative list of such works at that site.
- Identify the URL or other specific location on the Site or service that contains the material that you claim infringes your copyright described above. You must provide us with reasonably sufficient information to locate the alleged infringing material. For example, "The content at the following URL infringes on my copyright: <http://www.anothercontent.com/item2cd3123>."
- Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
- Include 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.
- Include a statement by you that the information contained in your notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Include your name, mailing address, telephone number, and email address. You may submit your notification of Alleged Copyright Infringement by sending a letter to our Designated Agent by e-mail, at Crewmeupnow@gmail.com

Please note that you could be liable for damages, including court costs and attorney's fees (whether incurred at trial, on appeal, or otherwise) if you materially misrepresent that any content on our Site or any of the Services infringes any copyright. Filing a false form on this page constitutes perjury. On receiving a proper Notification of Alleged Copyright Infringement as described above, we may remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also may advise the alleged infringer of the DMCA statutory Counter Notification procedure, by which the alleged infringer may respond to your claim and request that we restore the material.

10. Representations and Warranties

You represent and warrant that: (i) You have the power, right and authority to enter into this Agreement, and are capable of forming a binding contract; (ii) you own or have sufficient rights in and to the Content you submit through the Services to grant the licenses set forth in this Agreement with respect to such Content to CrewMeUp, that any use by CrewMeUp of such Content as contemplated in this Agreement will not infringe on the rights of any third party or violate any applicable laws or regulations, and that such Content shall not (a) violate any laws or regulations or any rights of any third parties, including but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade dress, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or publicity rights, moral or otherwise, or rights of celebrity, or any other right of any person or entity; (b) contain any material that is unlawful, fraudulent, threatening, defamatory, obscene, profane or hateful or (c) contain any disabling codes or instructions, or any viruses, worms, Trojan horses or other contaminants.

11. Indemnification

By using the Services, you agree to indemnify, hold harmless and defend CrewMeUp and its respective directors, officers, employees, agents, successors and assigns (each, an "Indemnified Party"), from any and all claims, damages, losses, liabilities, and all related costs and expenses, including but not limited to attorneys' fees, resulting directly or indirectly from: (a) any claim that is based on your use of the Services; (b) your

violation of this Agreement; (c) your violation of the rights of another; and (d) any Content you submit or transmit through the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you agree to cooperate with us in defending such claims. This indemnification, defense and hold harmless obligation will survive these Terms of Use and the termination of your use of the Site.

12. No Warranties

THE SERVICES, AND ALL INFORMATION, DOCUMENTS AND OTHER MATERIALS, PROVIDED ON THE SITE ARE PROVIDED "AS IS." SPECIFICALLY, BUT WITHOUT LIMITATION, CREWMEUP DOES NOT WARRANT THAT: (i) THE INFORMATION ON THE SERVICES IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; (ii) THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CREWMEUP DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CREWMEUP DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICES AND DOES NOT GUARANTEE THAT THE SERVICES WILL MEET YOUR NEEDS.

CrewMeUp may alter, suspend, add to, or discontinue the Services in whole or in part at any time for any reason, without notice or cost. CrewMeUp assumes no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the Services. CrewMeUp does not assume any liability for the failure to store or maintain any user communications, account or profile information, or personal settings. By having access to the Services, you agree that CrewMeUp and its third party providers and partners may place advertisements on the Services. The types of advertisements are subject to change. The Services may become unavailable due to maintenance or malfunction of computer equipment, servers, or other reasons.

You also expressly agree that neither we nor any of Our directors, officers, stockholders, employees, consultants, agents or representatives shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms of Use.

We do not endorse, support, represent or guarantee the truthfulness, completeness, accuracy or reliability of the content or any communications or materials posted via our Services. Any reliance or use of content or materials posted via the Services is at your own risk. Under no circumstances is CrewMeUp liable in any way for any content, including, but not limited to any errors or omissions of such content. We are also not liable for any loss or damage incurred as a result of the use of the content.

13. Limitation of Liability

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. UNDER NO CIRCUMSTANCES SHALL CREWMEUP BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES OR THE INFORMATION AND MATERIALS CONTAINED ON THIS SITE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND REGARDLESS OF WHETHER OR NOT CREWMEUP WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO

EVENT SHALL CREWMEUP'S TOTAL LIABILITY FOR ALL DAMAGES UNDER THIS AGREEMENT EXCEED THE AGGREGATED AMOUNTS YOU PAID TO CREWMEUP DURING THE MOST RECENT THREE (3) MONTH PERIOD IN CONNECTION WITH YOUR USE.

14. Electronic Communications

The communications between you and us via the Site use electronic means, whether you visit the Site or send us an email, or whether we post notices on the Site or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

15. Suspension or Termination of Access

We have the right to deny access to, and to suspend or terminate your access to, the Site, or to any features or portions of the Site, and to remove and discard any content or materials you have submitted to the Site, at any time and for any reason, including for any violation by you of these Terms of Use. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

16. Applicable Law; No Waiver; Severability

These Terms of Use, and the relationship between you and us, will be governed by the laws of the United States and the State of New York, without giving effect to any principles of conflicts of law. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you and we nevertheless agree that the court should endeavor to give effect to intentions reflected in such provision, and the other provisions of these terms and conditions will remain in full force and effect.

17. Miscellaneous

Disclosure. You agree that CrewMeUp may access, maintain, and disclose information you provide to CrewMeUp if required to do so by law or if CrewMeUp believes, in good faith, that such access, maintenance or disclosure is reasonably necessary to: (i) comply with any legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content posted, provided, transmitted, or otherwise made available by you violates the rights of third parties; (iv) respond to your customer service requests; or (v) otherwise protect the rights and property of CrewMeUp, its Users and the general public.

Successors and Assigns. The terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by You, either voluntarily or by operation of law, without the prior written consent of CrewMeUp, and any attempt to do so will be null and void.

Jurisdiction and Venue. This Agreement is governed and interpreted pursuant to the laws of the State of New York, notwithstanding any principles of conflicts of law. You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of New York for all matters arising under this Agreement.

Third Parties. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. 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 Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Notices. All notices to CrewMeUp in connection with this Agreement will be deemed given as of the day they are received either by email, messenger, delivery service, or in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows or to such other address as CrewMeUp may designate pursuant to this notice provision. You agree that all notices to you shall be sent to the email address provided by you as part of the sign-up process. Notices to CrewMeUp shall be sent via email to CrewMeUpNow@gmail.com or to the following mailing address:

747 10th Avenue, Suite 9B
New York, NY 10019

We reserve the right to change these Terms of Use at any time. Such changes will be effective when posted, provided that we may only amend the alternative dispute resolution, venue and time limit of claims provisions to the extent allowed by applicable law. By continuing to use the Site after we post any such changes, you accept the Terms of Use as modified.

General. The captions in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement. CrewMeUp may, at its sole discretion and without notice, revise and modify this Agreement at any time by updating this posting. Your continued use of the Services after such update constitutes your acceptance of the modified Agreement. If you do not agree to the changed Agreement, your only recourse is to stop using the Services. You agree that there is no employment, partnership, agency, or joint venture relationship between you and CrewMeUp arising out of or resulting from your use of the Site. This is the entire Agreement between the parties relating to the subject matter herein and shall not be modified except in writing signed by both parties or by a new posting by CrewMeUp.