

TERMS OF USE

Welcome to HyltonCasting.com (the "Site"), which is owned and published by Hylton Casting LLC ("Hylton" or "we" or "us"). Please carefully read these Terms of Use, which govern your use of the Site. By using the Site, you agree to these Terms of Use.

WEBSITE ACCESS

The Site is intended solely for your personal, non-commercial use. We reserve the right to bar your further use of the Site at any time, with or without cause, and without prior notice. Your breach of these Terms of Use will result in an automatic termination of the rights granted to you under these Terms of Use. We also reserve the right to pursue any and all remedies available to us for any breach of these Terms of Use. You agree we will not be liable to you or anyone else for any termination of your access, or any modification or discontinuance of the Site.

AGE REQUIREMENT

You may not use the Site if you are under the age of 13. If you are 13 years of age or older, but under the age of 18, you may only access the Site under the supervision of a parent or legal guardian and subject to his or her consent to the terms of this Privacy Policy and these Terms of Use.

WEBSITE SECURITY

You agree not to make any attempt to violate the security of the Site or the Site's host server(s). You are prohibited from accessing or attempting to access data on the Site or the Site's host server(s). You agree not to make any attempt to probe, scan, or test the vulnerabilities or capabilities of the Site or the Site's host server(s).

COPYRIGHT

You acknowledge the materials on the Site (including text and images of artwork) are protected by copyright and other proprietary rights, and you agree not to copy, reproduce, publish, transmit, download, distribute, or otherwise use or appropriate these materials in any way without our prior written consent. You also agree not to embed or frame any of the content on the Site without our prior written consent. Any unauthorized uses of the materials on the Site will result in an immediate breach of these Terms of Use, as well as other applicable laws. If you believe material on the Site infringes the copyrights of another person, please contact us.

BY JOINING THIS SITE YOU AGREE NOT TO POST PICTURES OF HYLTON'S PROCESS, OR ANY PRODUCTIONS OR ON SET ACTIVITIES. WHETHER I AM BOOKED ON ANY SHOWS OR NOT, I AGREE NOT TO USE ANY FORM OF SOCIAL MEDIA (PUBLIC OR PRIVATE) TO BROADCAST YOUR PERSONAL EXPERIENCES (OR THAT OF ANOTHER) OF ANY PRODUCTIONS, OR TAKE PHOTOGRAPHS OR VIDEO FOR ANY PUBLIC OR PROMOTIONAL PURPOSES. THERE SHALL BE ABSOLUTELY NO PHOTOGRAPHY OR VIDEO RECORDING ON SET. FAILURE TO ADHERE TO THESE RULES WILL HAVE YOU IMMEDIATELY BANNED FROM ALL FUTURE PRODUCTIONS. THIS SERVES AS A

DISCLAIMER TO PROTECT INTELLECTUAL PROPERTIES INCLUDING BUT NOT LIMITED TO OPEN CALLS, EXTRAS CASTING, AND MOTION PICTURES, TELEVISION SHOWS, FILMS, MEDIA PROJECTS, COMMERCIALS, AND MUSIC VIDEOS.

TRADEMARKS

You agree not to use our trademarks and other source-identifying indicia without our prior written consent.

PRIVACY

We have adopted a Privacy Policy to explain how we collect and use your personal information. These Terms of Use incorporate by reference our Privacy Policy.

COMMUNICATIONS

You agree that we can communicate with you by mail, email, telephone, or by posting notices on the Site.

DISCLAIMERS

While we do our best to prevent viruses, worms, and other harmful materials from being distributed through the Site, we do not warrant that materials on the Site will be free of such materials. We will not be held liable for any damage caused by the use of the Site. Users assume all risk when viewing or otherwise accessing the Site. We will make reasonable efforts to keep the Site service available on an ongoing basis. You may experience poor performance or temporary unavailability from time to time based on the need for us to provide maintenance or for other reasons (whether or not beyond our control). We shall not be liable for any poor performance or unavailability of the Site.

THE MATERIAL ON THIS SITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED BY MEANS OF THE SITE) ARE PROVIDED "AS IS" TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE AND ANY INFORMATION ON THE SITE. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES, EMPLOYEES, MEMBERS, OWNERS, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF WE OR ANY OF OUR AFFILIATES, EMPLOYEES, MEMBERS, OWNERS, AGENTS, OR OTHER REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE US AND OUR

AFFILIATES, EMPLOYEES, OWNERS, AGENTS, AND OTHER REPRESENTATIVES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS COVERED BY THIS LIMITATION TO THE FULLEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify and hold harmless us and our affiliates, employees, members, owners, agents, or other representatives from any and all claims, damages, costs, and expenses (including but not limited to attorneys' fees) arising from or in relation to your use of the Site and/or your breach of any representation, warranty, or other provision of these Terms of Use. For the avoidance of doubt, this will include disputes that are settled out of court or resolved through mediation or arbitration, at our election.

DISPUTE RESOLUTION

These Terms of Use shall be governed by the laws of the United States and the State of Georgia, without regard to its conflict of law principles. Venue and jurisdiction for any claims arising under this agreement shall lie exclusively with the federal district court in Atlanta, Georgia, or if the district court does not possess subject matter jurisdiction, then to the jurisdiction of the state courts in Atlanta, Georgia.

REVISIONS TO TERMS OF USE

We retain the right to alter or terminate these Terms of Use at any time without notice. The current Terms of Use at any given time supersede any and all previous Terms of Use. At our option, we may notify users of changes to these terms through the Terms of Use hyperlink on the Site and/or by email. Any modification is effective as of the posting of the change.

ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between you and us with respect to the Site, excepting only our Privacy Policy. Failure by us to enforce any provision of these Terms of Use shall not be construed as a waiver of any provision or right. If any term or provision of these Terms of Use is found to be unenforceable, the remaining terms and provisions shall survive in full force and effect.

CONTACT US

If you have any questions about these Terms of Use, please contact us using the information provided below.

Mailing Address:

Hylton Casting LLC
999 Peachtree Street NE, Suite 400
Atlanta, GA, 30309

Email: bookings@hyltoncasting.com

These Terms of Use were last updated on August 7, 2024.