# TAMI GUR TALENT AGENCY TERMS OF USE OF SITE

This website, <u>http://tamigur.co.il/</u> ("**The Site**"), is managed and owned by **TAMI GUR TALENT AGENCY** (hereinafter referred to as "**Agency**"), email: <u>tami@tamigur.co.il</u>

PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY AS THEY APPLY TO EVERY USE YOU MAKE OF THE SITE AND CONSTITUTE A BINDING LEGAL AGREEMENT FOR ANY ISSUE, DISCUSSION OR DEALING YOU MAY HAVE WITH THE Agency.

IF YOU DISAGREE WITH ANY OF THE FOLLOWING CONDITIONS, PLEASE DO NOT USE THIS SITE. IF YOU DO USE THIS SITE, YOU ARE CONSENTING TO THE TERMS AND PROVISIONS HEREUNDER.

# 1. **DEFINITIONS**

**CONTENT:** All Content made available on this Site, including, text, photographs, illustrations, videos, links, and any other material uploaded to this Site.

# ALL CONTENT MADE AVAILABLE OR SITED ON THIS SITE IS STRICTLY PROTECTED BY IP and COPYRIGHT LAWS.

All Content available for viewing on this site has been previously posted and / or uploaded and/or published online or elsewhere, before being uploaded to this Site. The Agency assumes that, where protected works of any kind are included in such Content, the proper and appropriate permission to use such protected works have been obtained allowing to incorporate it into such Content. In addition, the Agency assumes that uploading and publishing the Content was done by the rights holders or otherwise those who were competent and/or authorized to do so, and that such permission allows the Content to be re-published and/or uploaded on the Site and that there is no impediment to display them on the Site or otherwise include in the Site a link that will allow to view them at their source.

**SCOPE OF THE SITE:** This Site is aimed to serve professionals of the Film and/or Television and/or Telecommunication and/or Digital Media industry such as Producers, Developers, Content Scouts, Financiers, Advertisers or any other professionals that represent an entity / institution (such as a production company, advertising Agency, film foundations, festivals, network, broadcasters etc.) that invests in the development / production / co-production, distribution of Content.

The Site is a professional tool, and contains a 'show reel' of the Agency's Talents and allows users to view their works and evaluate potential cooperation and engagement with those Talents.

**AUTHORISED USE**: Users of this Site are authorized to make use of the Content uploaded to this Site for the purpose of PERSONAL VIEWING ONLY.

**PROHIBITED USES**: Any other use of the Site and the Content which is not specifically authorized as defined above, is strictly prohibited unless a prior written consent from Agency has been obtained.

Prohibited uses include *inter-alia* the remaking available of the Content, by any method and/or exhibition or screenings in public venues etc., and/or display and/or transfer, redirect, retransmit the Content by any means or method (including via the internet, cellular, cable or satellite channels) etc.

Users are not allowed to copy, download, keep, store, reproduce, publish, make changes to, the Content and may not redistribute, or otherwise create any derivative of the Content in whole or in part, or any elements thereof.

Users may not make any other use of the Content outside the scope of the Site (elements in the website included), unless they have been granted explicit, prior written consent to any such action by the Agency.

# ANY PROHIBITED USE OF THE CONTENT, OR IST USE OUTSIDE THE SCOPE OF THE SITE MAY CONSTITUTE AN INFRINGMENT OF COPYTRIGHT OR OTHER TORTIUOS ACTIONS.

#### 2. <u>GENERAL PROVISIONS</u>

- 2.1. This site is reserved for the sole use of legally competent adults.
- 2.2. By using this site, you expressly undertake not make any inappropriate or unlawful use of the Site and its Contents, and that you will not take any action that is prohibited by this Terms of Use document and the scope of site.
- 2.3. Agency is entitled to block, in its sole discretion, access of any user that it shall consider as violating the rules of the terms of use or the scope of the site, without derogating from any other action and/or remedy at its disposal against infringers.
- 2.4. The content made available on this site is presented by Agency 'as-is', and as supplied by producers and/or copyright owner of the content. Agency is not

responsible for any Content which is defamatory, abusive, hateful, threatening, spam or spam-like, likely to offend, contains adult or objectionable content, contains personal information of others, risks of copyright infringement, encourages unlawful activity, or otherwise violates privacy and/or confidentiality under any laws. By using this Site you hereby waive any of the above mentioned causes of action you may have against Agency for distributing and or making available the content

- 2.5. Agency shall not be liable for unintentional errors in the site such as text errors, erroneous descriptions.
- 2.6. If you do feel that you may have any such cause/s of action, you are required to notify Agency of your claim ASAP by email and Agency reserves the rights to remove or modify any such Content on the site for any reason without explanation or notice.
- 2.7. Requests for Content to be removed will be undertaken only at Agency's discretion. REMOVAL OR MODIFICATION SHALL BE THE ONLY REMEDY SUPPLIED BY Agency TO A NOTICE OF A USER IN SUCH EVENT. Denial of Agency to a notice requesting removal or modification shall not impose any liability on Agency which shall remain vested with producers of the content or copyright holder/s.
- 2.8. Agency will not be liable for delays of removal and/or modification. for reasons beyond its control, including force majeure, strikes, technical problems, slowdowns in the mail system, third parties payments platforms, and so forth.
- 2.9. IF YOU HAVE ANY DOUBT ABOUT WHICH USE IS ALLOWED PLEASE DON'T HESITATE TO CONTACT US BEFORE DOING SO, AS WRONGFUL USE OF THIS SITE MAY LEAD TO A CLAIM OF COPYRIGHT INFRINGMENT AGAINST YOU.

# 3. <u>PRIVACY</u>

- 3.1. Agency does not collect nor make any use of your personal details, email address and all other details and does not track nor monitor your use of the Site, apart from acceptable stats and analytics.
- 3.2. Agency will refrain, whenever possible, from disclosing such information to third parties unless forced to do so by virtue of a judicial order or an infringement claim. In addition, in the case of a legal dispute or a legal action which involves the use of the site, Agency will be entitled to transfer the information to any party involved in the dispute.
- 3.3. Agency will take reasonable acceptable standard measures to ensure a secure online environment.
- 3.4. You may remove your name from Agency's mailing list at any time.

# 4. INTELLECTUAL PROPERTY

- 4.1. All rights to the site, its design, applications, graphics, images, texts, fonts, trademarks (registered or unregistered,) designed items, photographs, models, feedbacks and all other materials contained in the website or in the content made available are protected under intellectual property laws and copyright laws, and they exclusively belong to Agency and/or its copyright owners.
- 4.2. You may not copy, reproduce, publish, make changes to, publicly display or otherwise use the photos and illustrations in the site or in the content, and you may not create any derivative of any content or other displayed materials, and you may not make any other use in and of the elements in the website, unless Agency provided explicit, written consent to any such action.

# 5. <u>MISCELLANEOUS</u>

- 5.1. Agency reserves the right to change and/or modify the these "Terms of Use" at any time and without prior notice. Changes and adjustments shall apply to any and all Content. It is recommended that you read the Terms of Use from time to time to determine whether any such changes are agreeable.
- 5.2. It is also prohibited to upload codes, "Trojan horses," viruses, "worms" and all other malicious software. You are also prohibited from planting inappropriate content, threatening language or any language prohibited by law, including defamatory language or language which infringes invasion of privacy
- 5.3. The site and the services of Agency may be linked to other websites. Agency is not responsible for the content of these sites, the services that they offer or the quality of the items offered by them. These links do not imply any business connection or relationship between Agency and the operators of the linked sites and the use of these sites is your responsibility alone.
- 5.4. Agency may discontinue operating this website or any content at any time and without prior notice.
- 5.5. By using this site, you expressly consent to the exclusive jurisdiction of the State of Israel and the laws of the State of Israel.
- 5.6. Any dispute concerning this site and its use and/or concerning the Content made available on it, the courts in Tel Aviv shall have the sole and exclusive jurisdiction over any such dispute or claim.