

RTalent

4 - 57 W 57 Street
 Manhattan, NY 10019
 929-399-2945
 legal@realitytalent.net
 accounts@realitytalent.net

BILL TO:

Client Name: Trinity Wilson
Paid By: Tanya S Wilson
Address: 11028 Hurley Drive
 Shippensburg, Pennsylvania PA
 17257

RECEIPT INFO:

DATE: May 21 2024 10:09:53
APPROVAL CODE: SM-090513
CARD TYPE: MASTERCARD
CARD NUMBER: XXXX-XXXX-XXXX-7771
AUTHORIZATION NUMBER: 393171
AMOUNT: \$ 397.00

SERVICE:

QTY:

RATE:

AMOUNT:

Account Set-Up Fee. Online Profile,
 Unlimited Access to Centralized
 Database of Listings, Bandwidth,
 Hosting, Marketing Expenses

1

\$ 397.00

\$ 397.00

TOTAL: \$ 397.00

AMOUNT PAID TODAY: \$ 397.00

BALANCE DUE: \$ 0.00

TERMS AND CONDITIONS / PRIVACY POLICY

OVERVIEW

This website is operated by RTalent. Throughout the site, the terms "we," "us" and "our" refer to RTalent. RTalent offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to ALL users of the site.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Clients who wish to work with us are required to pay an account set up fee, which will allow them to access our database.

We in no way endorse the fact that we work with any specific show or Network as we are a Business Service. We are NOT an agency and you are not paying for an agent.

SECTION 1 - SITE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our services for any illegal or unauthorized purposes, nor to violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our account set up fee is subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

We reserve the right but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the services that we offer. Any offer for any service made on this site is void where prohibited.

RTalent provides a service that centralizing listing opportunities. There is a ONE-time account activation fee to be paid by the client and no other charges will be made without recorded consent from the client and/or card-holder. The fee cost will be outlined in at least 1 of the email correspondences between the recruiter and the applicant.

Any information submitted to RTalent becomes the property of RTalent to do with as they please.

We do not warrant that the quality of any services, information, or other material obtained by you will meet your expectations, or that any errors in the Service will be corrected.

*Any reference here to "annual" payments include all types of annual payments. (Semi-annual etc.)

*Unless otherwise stated all account set up fees / membership payments / vip payments are billed semi-annually.

*If a renewal payment declines, our company will attempt to bill you at a monthly rate (~\$25) to keep your account active. If that declines as well, your account will be closed. All of this will be done with notice to you via email as well.

SECTION 5.5 - RETURN POLICY

Full refunds on an account fee set-up cost are generally never applied but can be reviewed on a case by case basis. Within a 30 day period of initial payment, a partial refund is offered. The partial refund offered will be based on how long the account has been open for. After the 30 day period, no refunds will be given.

By submitting an application as well as making a payment towards their account set-up fee, the user understands this.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any application you place with us. We may, in our sole discretion, limit or cancel client account(s) per person, per household or per application. These restrictions may include applications placed by or under the same customer account, the same credit card, and/or applications that use the same billing and/or shipping address. In the event that we make a change to or cancel an account, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the account was made. We reserve the right to limit or prohibit accounts that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate account information when applying to us as well as should you move forward with the membership fee.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel accounts if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your application).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the account at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and services delivered to you through the account are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall RTalent, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless RTalent and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 57 West 57 Street, Manhattan, NY, 10019, United States.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

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SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us.

You can view our privacy policy by clicking here.

*Addition Terms added June 2022

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Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

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We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

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You agree that from time to time we may remove the service for indefinite periods of time or cancel the account at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and services delivered to you through the account are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall RTalent, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless RTalent and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

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If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

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You can view our privacy policy by clicking here.

*Addition Terms added June 2022

TERMS AND CONDITIONS

OVERVIEW

Throughout the site, the terms "we," "us" and "our" refer to RTalent. RTalent offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our Service and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to ALL users of the site.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Members that have been approved are paying for a Membership Fee with RTalent that provides them with a list of various shows/networks that are looking for Talent. We in no way endorse the fact that we work with any specific show or Network as we are a Membership Listing Service. We are NOT an agency and you are not paying for an agent. We are a talent listing service and not the show. Landing on a show is all dependent on how well you do in the audition and at the discretion of the casting manager. Some productions do not use third party services, but our services coach and preps you for auditions once you apply directly to the show. You are required to submit your application from your device and your IP address.

SECTION 1 – SITE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

While we cannot guarantee anybody a spot on TV, we will do our best to get members there.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the services that we offer. Any offer for any service made on this site is void where prohibited.

RTalent provides a service that lists various casting opportunities in North America for the client to take advantage of. The fee cost will be presented in writing to the client before any payments/decisions need to be made. The fee cost will also be present on the invoice should the client choose to move forward with the company.

Any information submitted to RTalent becomes the property of RTalent to do with as they please.

We do not warrant that the quality of any services, information, or other material obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 5.5 – RETURN POLICY (ONETIME FEE)

Full Refunds are never applied. Within a 30-day period of initial payment, a partial refund is offered. The partial refund offered (from the FULL payment, not on partial/deposit payments) will be \$97. After the 30 day period, no refunds will be given.

There are no refunds on partial payments as they are non-refundable. (If making a partial payment).

By submitting an application as well as making a payment, the user understands this.

SECTION 5.6 – RETURN POLICY (SUBSCRIPTION)

Full Refunds are never applied. By submitting an application as well as making a payment, the user understands this.

SECTION 5.7 – CANCELLATION POLICY (ONETIME FEE)

A subscription can be canceled at any time via email.

A subscription payment and a partial payment are two different things. (See Section 5.5)

Once a cancellation is approved all access to the services will be revoked.

SECTION 5.8 – CANCELLATION POLICY (SUBSCRIPTION)

A subscription can be canceled at any time.

A subscription payment and a partial payment are two different things. (See Section 5.5)

If we process a monthly subscription's cancellation on Sept 7th, you will continue to receive the benefits of that subscription until Oct 6th (30 days) and there will not be a refund of any part of the monthly subscription fee. You will neither be billed for nor receive the benefits of the canceled subscription after your current billing cycle ends.

Do not wait until the end of a billing or subscription period to make a subscription cancellation request because such requests are typically processed within 5 business days after we receive them. As it takes longer for us to receive postal mail than electronic mail, we recommend that you email your request. Providing us with your username along with your full name and email address can also speed up the process of honoring your request.

We will confirm your subscription has been canceled by email.

SECTION 5.8 – CANCELLATION POLICY (ANNUAL FEE)

The annual fee payments can be canceled at any time.

Do not wait until the end of the annual re-bill period to make a cancellation request because such requests are typically processed within 5 business days after we receive them. As it takes longer for us to receive postal mail than electronic mail, we recommend that you email your request. Providing us with your username along with your full name and email address can also speed up the process of honoring your request.

We will confirm your annual fee has been canceled by email.

For annual fee returns see SECTION 5.5 as the policy is the same for one time fees.

SECTION 5.9 – DECLINED ANNUAL MEMBERSHIP FEE (ANNUAL FEE)

In the event of a declined annual fee payment, as a courtesy, we will transfer the client to a lower-tier membership. This lower-tier membership typically costs less than half of the total annual fee and is valid for a 6-month term. The membership will automatically renew every 6 months unless the client requests cancellation at least 30 days before the renewal date.

The client will receive a notification regarding the transition to the lower tier membership.

For annual fee returns see SECTION 5.5 as the policy is the same for one time fees.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any application you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per application. These restrictions may include applications placed by or under the same customer account, the same credit card, and/or applications that use the same billing and/or shipping address. In the event that we make a change to or cancel an application, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the application was made. We reserve the right to limit or prohibit applications that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate account information when applying to us as well as should you move forward with the membership fee.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, scroll below.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel memberships if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your application).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall RTalent, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless RTalent and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 57 W 57 Street 4th Floor, Manhattan, NY, 10019, United States.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us.

*If you were contacted directly by someone then make sure you message them back directly.

PRIVACY POLICY

All defined terms used below shall have the meanings set forth in Our Terms and Conditions. See Above.

This Privacy Policy ("Policy") explains how information about You is collected, used, and disclosed by Your access or use of this Site or otherwise as a result of Your interactions with Us. By visiting this Site directly or through another site, You accept the terms and conditions of this Policy. This Policy applies to this Site. We are not responsible for the content or privacy practices on any website not operated by Us to which this Site links or that links to this Site.

We respect children's privacy. We do not knowingly or intentionally collect personal information from individuals under age 18. Elsewhere on the Site, you have represented and warranted that you are either 18 years of age or using the Site with the supervision of a parent or guardian. If you are under the age of 13, please do not submit any personal information to Us, and rely on a parent or guardian to assist you.

SECTION 1 - INFORMATION COLLECTION

We collect information from you in several different ways on this Site.

SECTION 2 - REGISTRATION AND ORDERING/SALE

Before using certain portions of this Site or ordering products, you may be required to complete an online registration form. During registration, you will be asked to provide to Us certain personal information, including but not limited to your name, shipping and billing

address(es), phone number, email address, and gender. In addition, We may also ask you for your country of residence and/or your organization's country of operation, so we can comply with applicable laws and regulations. These kinds of personal information are used for billing purposes, to fulfill your orders, to communicate with you about your order and the Sites, and for internal marketing purposes. If We encounter a problem when processing your order, your personal information may be used to contact you.

SECTION 3 - INFORMATION WE COLLECT AUTOMATICALLY

We may also automatically collect information about you when you access or use the Site or transact business with Us, including:

Transaction Information: When you purchase or return a product, We collect information about the transaction, such as product details, purchase price, and the date and location of the transaction.

Log Information: We obtain information about your use of Our websites, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to this Site.

Device Information: We collect information about the computer or mobile device you use to access Our Services, such as the hardware model, operating system and version, unique device identifiers, mobile network information, and browsing behavior. Location

Information: We may collect information about the precise location of your device when you consent to the collection of this information. We may also collect information about your approximate location each time you access this Site.

Information Collected by Cookies and Other Tracking Technologies: We may use cookies, web beacons, and other tracking technologies to collect information about you and your interaction with this Site, including information about your browsing behavior, purchase behavior, and other engagement with the Services. We use this information in one or more of the ways described in the "Use of Information" section below. Most web browsers are set to accept cookies by default, but you can usually change your browser settings to remove or reject cookies.

SECTION 4 - INFORMATION WE COLLECT FROM OTHER SOURCES

We may also receive information about you from other sources and combine or link that with information We have about you. For example, We may collect demographic and change-of-address information from third-party sources and information from third party social media platforms (such as Facebook) if you log in to this Site using your social media account credentials or if you make certain content and information publicly available, such as photos, videos, and profile information.

SECTION 5 - INFORMATION USE AND DISCLOSURE

SECTION 5.1 - INTERNAL USE

We use your personal information to process your order and provide you with customer service. We may internally use your personal information to improve this Site's content and layout, to improve outreach and for Our own marketing efforts (including marketing our services and products to you), and to determine general marketplace information about visitors to this Site.

SECTION 5.2 - COMMUNICATIONS WITH YOU

We will use your personal information to communicate with you about this Site and your profile. Also, We may send you a confirmation email when you register with Us. We may send you a service-related announcement on the rare occasions when it is necessary (for example, if we must temporarily suspend our service for maintenance.) If you submit your email address, We use it to deliver the information to you. We always permit you to unsubscribe or opt-out of future emails. Because We have to communicate with you about orders that you choose to place, you cannot opt-out of receiving emails related to your orders.

SECTION 5.3 - EXTERNAL USE

Except as otherwise set forth below, We do not sell, rent, trade, license or otherwise disclose your specific personal information or financial information to anyone.

We may disclose information to third parties that perform specific functions on Our behalf. However, We will only disclose the information that is necessary for them to perform their service.

We must provide your credit card number to financial-services corporations such as credit-card processors and issuers as is required to process your orders. We will use industry standard security measures, including data encryption when providing your credit card number to others.

We may disclose personal information or financial information in response to requests from law enforcement officials conducting investigations; subpoenas; a court order; or if We are otherwise required to disclose such information by law. We also will release personal information where disclosure is necessary to protect our legal rights, enforce our Terms and Conditions or other agreements, or to protect ourselves or others. For example, We may share information to reduce the risk of fraud or if someone uses or attempts to use this Site for illegal reasons or to commit fraud.

While We will not sell (or trade or rent) personally identifiable information to other companies as part of Our regular course of business. However, it's possible that We might acquire or merge with or be acquired by another company or that We might dispose of some or all of Our assets. If that happens, your personal information may be disclosed to another company, but that disclosure will be subject to the Privacy Policy in effect.

We may share non-personal information (such as the number of daily visitors to a particular web page, or the size of an order placed on a certain date) with third parties such as advertising partners. This information does not directly personally identify you or any user.

SECTION 6 - DATA SECURITY

We take reasonable measures, including administrative, technical, and physical safeguards, to protect information about you from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction.

SECTION 7 - OPT-OUT / CORRECTIONS

Upon your request, We will (a) correct or update your personal information; (b) stop sending emails to your email address; and/or (c) disable your account. You can make these requests by emailing us.

*If you were contacted directly by someone then make sure you message them back directly.

Please do not email your credit-card number or other sensitive information.

SECTION 8 - OFFLINE COLLECTION USE AND DISCLOSURE

We also may collect information offline. We will treat any information collected offline in a manner that is consistent with this Policy. One example involves someone calling Us to place an order or to ask questions. When someone calls, We will ask only for the personal information We need in order to place the order or to answer the question.

When We need to store information (such as order information), We will enter it into our database.

SECTION 9 - UPDATES TO THIS POLICY

If We change or update this Privacy Policy, We will post changes and updates on the Site so that you will always be aware of what information We collect, use and disclose.

We encourage you to review this Policy from time to time so you will know if the Privacy Policy has been changed or updated. If you have any questions about the Policy, please contact us.

*If you were contacted directly by someone then make sure you message them back directly.