

# *Donavon Modeling*

## **Terms of Service**

Welcome to DONAVON MODELING and DONAVONMODELS.com. THE FOLLOWING DESCRIBES THE TERMS UNDER WHICH DONAVON MODELING, THROUGH BOTH ITS PRINTED MATERIALS AND ITS WEBSITE, DONAVONMODELS.com, OFFERS YOU ACCESS TO ITS PRODUCTS AND SERVICES. There are no age restrictions for membership to the Donavon Modeling International Model Registry, hereinafter referred to as Registry, the DonavonModels.com website or any of the products or services offered by Donavon Modeling. However, anyone under the age of 18 must first obtain permission from their parent or legal guardian before being accepted for membership to the Donavonmodels.com Registry or using or purchasing any products or services provided by Donavon Modeling.

Anyone wishing to acquire membership to the Registry or use or purchase any of the products or services offered by Donavon Modeling or through its website, DonavonModels.com, should review these Terms of Service. By either registering to become a DonavonModels.com member, clicking on or checking the "I Agree" button at the end of these Terms of Service, completing and faxing a copy of the Terms of Service Agreement to Donavon Modeling at 561.674.5917, using the DonavonModels.com website or purchasing and/or using any of the products or services, either online or offline, offered by Donavon Modeling, you agree to the terms, conditions, notices and guidelines contained in these Terms of Service and, where applicable, you represent that you have obtained permission from either your parent or legal guardian to perform any of these functions if you are under the age of 18.

Donavon Modeling may amend these Terms of Service at any time by posting the amended Terms of Service on our DonavonModels.com website. The amended terms shall be effective immediately upon their being posted to our website. These Terms of Service may not otherwise be amended except in writing and signed by both parties. These Terms of Service were last revised on June 14,2007

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### **1. DESCRIPTION OF PRODUCTS AND SERVICES.**

Donavon Modeling provides a variety of free and paying online and offline products and services including, but not limited to, portfolio development, online portfolio representation, forwarded e-mail, professional directories, professional consultation, industry news and updates, sales opportunities, affiliate programs for photographers, hair stylists and make-up artists, as well as modeling-related products including comp cards, mini comp cards, comp sheets, photos, CDs and calendars. All products and services are accessible, available and usable by all registered Member Models, all products are accessible, available and useable to the general public, consultation and affiliate programs are provided at no charge, and online portfolios may be viewed without restriction. Clients wishing to use the services of Registry Member Models must first register with Donavon Modeling as a prerequisite to Donavon Modeling putting Member Models in contact with potential clients.

Donavon Modeling is not a Talent Agency, Modeling Agency or Modeling School. Donavon Modeling does not represent its Member Models as an agent, manager or otherwise. Donavon Modeling is a Model Registry. By paying the applicable portfolio representation fees, you are paying for the right to have Donavon Modeling post your portfolio on the DonavonModels.com website for a predetermined length of time and to have Donavon Modeling contact you in the event that potential clients demonstrate an interest in using you as a model. Your DonavonModels.com portfolio may be viewed by industry professionals, clients and agencies that use the services of Donavon Modeling. Industry professionals, clients and agencies using the services of Donavon Modeling may be charged a commission or fee related to their use of the DonavonModels.com services, but Member Models whose portfolios are represented on the DonavonModels.com Registry are not charged any commission or fee related to employment received from industry professionals, clients or agencies through Donavon Modeling. Donavon Modeling does not offer services directly related to any Member Model's future employment, and DonavonModeling does not charge any commissions or other fees from its Member Models in connection with any employment that they might obtain. Accordingly, Member Models are responsible for paying all applicable portfolio representation fees, regardless of whether or not they secure work and/or are contacted by industry professionals, clients or agencies regarding any current or future potential for obtaining work.

- **MODELING AND COMMERCIAL PHOTOGRAPHY PRODUCTS.**

Donavon Modeling offers several products to enhance the careers of our Member Models. Current product prices are reflected in our Products and Services Guide. Full payment for products is required at the time products are ordered.

- (a) **Comp Cards:** (Double Sided, 8.5" x 5.5", Satin-Matte Finish).
- (b) **Mini Comp Cards:** (Double Sided, 2" x 3.5", Satin-Luster Finish).
- (c) **Comp Sheets:** (Double Sided, 8.5" x 11", Satin-Luster Finish).
- (d) **Photos:** (4"x 6", 5"x 7", 8"x 10"; Gloss Finish; Color or B&W).
- (e) **CDs/Calendars.** (As available in conjunction with selected offers).

- **PORTFOLIO DEVELOPMENT.**

Donavon Modeling offers a total of five different Portfolio Development Packages designed to build or enhance the various looks necessary to compete in today's competitive modeling industry. Photos used by Donavon Modeling for portfolio representation may be obtained from photos that Member Models already have and/or photos taken by any photographer of the Member Model's choice; however, these photos are subject to release by the photographer and approval by Donavon Modeling prior to being uploaded for display on the DonavonModels.com website. Member Models may also use the services of an Donavon staff or participating affiliate photographer. These photographers have been selected by Donavon Modeling to meet our standards of quality and integrity and will provide affordable packages that are specifically

tailored to meet the photographic requirements of our various representation plans. Donavon Modeling has authorized these photographers to work directly with Member Models and will bill Member Models directly for their services. Payment for portfolio development packages is due in full at the time of the shoot. Current prices are reflected in our Products and Services Guide. The following portfolio development packages have been designed to provide the necessary numbers of photos included with our various Portfolio Representation Plans.

- (a) The **Capri Package** includes 4 images (4 x 6 print or digital) and 2 outfits for any **Value Representation Plan**.
- (b) The **Aruba Package** includes 8 images (4 x 6 print or digital) and 3 outfits for the **Junior Representation Plan**.
- (c) The **Catalina Package** includes 14 images (4 x 6 print or digital) and 4 outfits for the **Pageant Representation Plan**.
- (d) The **Mandalay Package** includes 20 images (4 x 6 print or digital) and 5 outfits for the **Runway Representation Plan**.
- (e) The **Riviera Package** includes 30 images (4 x 6 print or digital) and 6 outfits for the **Celebrity Representation Plan**.

- **COMMERCIAL PHOTOGRAPY.**

Donavon staff and affiliate photographers offer standard photographic services and related products in support of commercial, editorial and fashion assignments on an “as available” basis. Specific services and products are determined by each individual staff or affiliate photographer and are independent of Donavon Modeling’s pricing and refund policies.

- **PORTFOLIO REPRESENTATION.**

Donavon Modeling offers a large assortment of Portfolio Representation Plans including four Standard Plans, four Value Plans and a variety of International Plans covering many countries worldwide. Additional Plans purchased in conjunction with the original Plan are discounted 10%. Use of an Donavon staff or affiliate photographer for portfolio development entitles Member Models to one free additional month of portfolio representation. Additional web pages can be added to any Plan for an annual fee of \$25.00 per page. Unless purchasing a Portfolio Development Package, Member Models are responsible for providing all photos used to comprise their online portfolio. All materials provided by Member Models become the property of Donavon Modeling and may not be returned. If providing their own photos, Member Models should provide high quality **copies** of photos in lieu of original photos. Allow 3-4 weeks from receipt of Member Registration Packet for portfolios to be uploaded to our website. All photos submitted by Member Models for online portfolio representation and/or marketing require prior release authorization by the Member Model and, when possible, the contributing photographer. Photos, along with a completed Member Registration Packet and payment are required to

activate Plans. Listed Plan prices are based on an initial contract period of 12 months, a maximum of four photos per web page and are exclusive of a one-time activation set-up fee of \$25.00 which is due at the time of Plan purchase. Payment for the initial contract period is due in full at time of purchase by either Check, Money Order, Visa or MasterCard. Plan contract period begins on the first day of the month following upload of portfolios. Plan periods beyond the initial contract period are billed annually at the same rate as the initial contract period through automatic recurring transactions debits from the credit card account on file or standard mailed invoicing. Transaction debits from credit card accounts are used only for purposes of paying annual Plan installments. If for any reason Donavon Modeling is unable to process a debit from an authorized credit card account, Plan billing for that period will automatically revert to standard mailed invoicing. Plans may be cancelled in writing at any time; however, payments for Plan periods already received are nonrefundable. **Feature Model Showcase** intermittently displays Member Models' portraits throughout the term of their Representation Plan on the [www.DonavonModels.com](http://www.DonavonModels.com) Homepage. Portfolio bio data is comprised of information obtained from written questionnaires provided by Member Models. Member Model portfolios are used by Donavon Modeling to comprise Portfolio Representation Plans appearing on the [www.DonavonModels.com](http://www.DonavonModels.com) website; composite Member Model photographic materials used for promotional purposes; and online and print commercial, marketing and promotional applications. Plan prices, options and features are subject to change without notice. Available **International Plans** covering non-U.S. resident models can be viewed at the [www.DonavonModels.com](http://www.DonavonModels.com) website.

## **2. REFUNDS AND CANCELLATIONS.**

- **PRODUCTS.**

The sale of all products is final. Damaged merchandise will be fully refunded or replaced if returned within fifteen (15) days of receipt. Shipping and handling charges are nonrefundable.

- **PORTFOLIO DEVELOPMENT PACKAGES/COMMERCIAL PHOTOGRAPHY.**

A \$50.00 cancellation fee will be charged if a shoot is cancelled **within** 48 hours of the scheduled shoot. A \$100.00 "NO SHOW – NO CALL" fee will be charged whenever an individual scheduled for a photo shoot or other appointment fails to show and provides no prior notification of their intent to cancel. Portfolio Development Package fees are fully refundable any time prior to your shoot. If for any reason a shoot (or any portion thereof) has to be repeated, an additional reshoot fee may apply. Photo/image quantities and quality are fully guaranteed, exclusive of artistic filter and lighting effects, cropping and border selection.

- **PORTFOLIO REPRESENTATION PLANS.**

Portfolio Representation Plans may be cancelled at any time in writing; however, payments for Plan periods already received are nonrefundable. No refunds are allowed for errors of omission or commission of any type.

### **3. REGISTRATION OBLIGATIONS.**

In order to use the resources of the DonavonModels.com website, you must obtain access to the World Wide Web, pay any service fees associated with such access and supply all equipment necessary to make a connection with the World Wide Web.

Clients, agents and industry professionals wishing to utilize the modeling services of any of the Registry's Member Models must first complete the necessary registration requirements before Donavon Modeling will provide models their contact information. Donavon Modeling will make a reasonable attempt to determine the authenticity and professional integrity of client inquiries prior to contacting Member Models in their behalf; however, Donavon Modeling makes no warranties as to the authenticity and professional integrity of interested clients. Member Models and their parents/legal guardians are advised to take reasonable precautions when dealing with anyone with whom they are unfamiliar.

By using any of the DonavonModels.com services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any forms of registration and biographical data collection and (b) maintain and promptly update any registration and/or biographical data to keep it true, accurate, current and complete. Donavon Modeling has the right to suspend or terminate your account if you violate the above or if Donavon Modeling has reason to believe that you have violated the above.

### **4. AGE REQUIREMENT.**

Donavon Modeling does not permit children under the age of 18 to become Member Models, without the written permission of either their parent or legal guardian. Member Models that are age 18 or above must provide proof of age to Donavon Modeling in the form of either a faxed or mailed copy of a photo ID, such as a passport, driver's license, employment badge or school ID.

### **5. MEMBER PRIVACY.**

It is the policy of Donavon Modeling to respect the privacy of its Member Models. As such, Donavon Modeling will not monitor, edit or disclose any personal information about you or your DonavonModels.com account, including its content, without your prior permission unless Donavon Modeling has a good faith belief that such disclosure is necessary to 1) conform to legal requirements or comply with legal processes, court orders or law enforcement officials; 2) protect and defend the legal rights of Donavon Modeling; 3) enforce these Terms of Service; or 4) act to protect the interest of its Member Models or others. Donavon Modeling may, on occasion, provide certain user information of a general, non-specific nature, in aggregate form to third parties, including its advertisers. Your agreement to these Terms of Service grants your permission to Donavon Modeling to access your account, including any and all of its contents as stated above, for the purpose of responding to service and/or technical issues. Refer to our Privacy Policy for further details.

## 6. MEMBER CONDUCT.

Your acceptance of these Terms of Service implies your complete understanding and awareness that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (hereinafter referred to as “content”), whether publicly posted or privately transmitted are the sole responsibility of the person from which such content originated. This means that you, and not Donavon Modeling, are entirely responsible for all content that you upload, submit for uploading, post or otherwise transmit via any of the services provided by either Donavon Modeling and/or DonavonModels.com. Donavon Modeling makes every reasonable attempt to control the content of our online and offline services; however, because Donavon Modeling is unable to completely control the content posted on its website, it therefore cannot absolutely guarantee its accuracy, integrity or quality. You understand that by using the DonavonModels.com website, you may be exposed to content that is offensive, indecent or objectionable. Any opinions and views expressed by our visitors, customers and Member Models do not necessarily represent those of Donavon Modeling.

Donavon Modeling reserves the right to modify or remove anything submitted for use by any of its online or offline services and to cancel any free membership, at any time, for any reason and without prior notice. In addition, Donavon Modeling, at its sole discretion, may terminate your account, including accounts of paying members, or block your access to certain member features including, but not limited to, member forums where applicable, for violations of the letter, intent or spirit of these Terms of Service.

You agree to notify Donavon Modeling immediately of any unauthorized use of your account or any other breach of security.

The following is a non-exclusive list of actions and content that are prohibited by Donavon Modeling and the DonavonModels.com website:

- (a) Any use of copyrighted, trademarked, patented or otherwise service marked material without the express permission of the author or owner, the commission of any acts of copyright, trademark or any other intellectual property infringement, or contributing to, inducing, or facilitating such infringement. This prohibition includes all forms of software piracy.
- (b) Uploading, posting or otherwise transmitting any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable. This also includes content that promotes illegal activity in any way. Donavon Modeling reserves the right to report violations of this provision to law enforcement authorities and will cooperate with law enforcement authorities in every way possible.
- (c) The harming of minors in any way.

- (d) The manipulation of identifiers in any way in order to disguise the origin of any content transmitted through Donavon Modeling’s online or offline services or develop restricted or password-only access pages or hidden pages or images.
- (e) The uploading, posting or transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- (f) Intentionally or unintentionally violating any applicable local, state, national or international law.
- (g) The collection or storage of personal data about other users.
- (h) Impersonating any person or entity, including but not limited to, an Donavon Modeling official, leader, guide, host, staff member, employee or affiliate, or misrepresenting your affiliation with a person or entity.
- (i) Uploading, posting or otherwise transmitting any content that you do not have the right to transmit under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- (j) Uploading, posting or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “SPAM”, chain letters, pyramid schemes, or any other form of solicitation.
- (k) Disrupting the normal flow of dialogue, causing a screen to “scroll” faster than other service users are able to type, or otherwise acting in a manner that negatively affects other users’ ability to engage in real time exchanges if those types of services are offered.
- (l) Using any home page (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond Donavon Modeling or DonavonModels.com and its affiliates.
- (m) Having multiple DonavonModels.com portfolios with different names or inaccurate or inconsistent information; posting any incomplete, false or inaccurate portfolio information or information which is not your own accurate portfolio.
- (n) Selling or placing advertising of any type to or from anyone or any commercial third party on any of the materials you submit to Donavon Modeling to comprise either your linked home page or your portfolio.
- (o) Using any current or future DonavonModels.com forums, e-mail or any other means, except if explicitly authorized in writing by Donavon Modeling, to contact DonavonModels.com Member Models, agencies, clients or affiliates for talent placement services, model scouting or booking or any other form of recruitment, agent services or job

placement offers; offering any franchise, pyramid scheme, “club membership”, distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents.

(p) Taking any action which imposes an unreasonable or disproportionately large load on the DonavonModels.com website or Donavon Modeling’s infrastructure.

(q) If possessing a password allowing access to any non-public area of the AranessaModels.com website, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.

(r) Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the DonavonModels.com website other than the search engine and search agents available from Donavon Modeling on the DonavonModels.com website and other than generally available third party web browsers (e.g., Netscape Navigator and Microsoft Explorer).

(s) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the DonavonModels.com website.

## **7. CONTENT SUBMITTED TO DONAVON MODELING.**

Donavon Modeling does not claim ownership of the Content placed on your DonavonModels.com portfolio or in other sections of the DonavonModels.com website. By submitting Content to Donavon Modeling for inclusion on your DonavonModels.com portfolio or other sections of the DonavonModels.com website, you grant Donavon Modeling the worldwide, royalty-free and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your DonavonModels.com portfolio and/or DonavonModels.com section in which your DonavonModels.com portfolio is listed and/or your Content on Donavon Modeling’s Internet properties. This license exists for as long as you continue to be an DonavonModels.com member and shall be terminated when you request from us by either hard copy, fax or e-mail that your Content be removed and you have received confirmation from Donavon Modeling of the removal of your Content. You also represent that you have full power and authority to comply with these Terms of Service without violating the rights of others and agree that your use of DonavonModels.com and its services will comply with these Terms of Service without violating the rights of others. Donavon Modeling prohibits the posting on the DonavonModels.com website of Content that constitutes nudity, sexually explicit or graphic material and/or, in the opinion of Donavon Modeling, is objectionable or in poor taste. Clients, users, Member Models and the parents or legal guardians of Member Models under the age of 18 understand and accept that some portfolios represented on the DonavonModels.com website may contain swimsuit and/or lingerie photographs that, in some cases, may be considered by them as inappropriate for viewing by children. As with any other electronic or printed material,

parents should determine which materials they consider appropriate for viewing by their children.

## **8. CHARGES AND BILLING.**

At the time of your registration and until you receive notice from Donavon Modeling of any changes to its fees or billing methods, you will be subject to the fees and billing methods set forth in the Member Registration that you submitted during either the online registration process and/or in the materials presented to you in connection with any offline registration process and/or set forth in these Terms of Service. Donavon Modeling reserves the right to change its fees or billing methods at any time. In the event that Donavon Modeling changes its fees or billing methods, notice will be provided at least thirty (30) days in advance by either e-mail and/or by posting a notice on the DonavonModels.com website. Changes to Donavon Modeling's fees or billing methods will not adversely affect you during the current term of your membership for services that you have already paid for.

Member Models of DonavonModels.com can pay for their membership by credit card, cashiers check, personal check, or money order. Plan periods beyond the initial contract period are billed annually at the same rate as the initial contract period through automatic recurring transactions debits from the credit card account on file or standard mailed invoicing until such time that your membership is terminated in writing. Transaction debits from credit card accounts are used only for purposes of paying annual Plan installments. If for any reason Donavon Modeling is unable to process a debit from an authorized credit card account, Plan billing for that period will automatically revert to standard mailed invoicing. Your agreement with these Terms of Service grants Donavon Modeling permission to automatically debit your credit card on an annual recurring basis to pay for your continuing membership. In addition, every time that you use the AranessaModels.com website, you reaffirm that Donavon Modeling is authorized to debit your credit card or bill you (even though such use is not a pre-condition to Donavon Modeling's authorization to do so.) You are also responsible and liable for any fees, including attorney's fees, collection fees and court costs that Donavon Modeling may incur in its effort to collect any remaining or unpaid balances from you.

You are also responsible for all charges incurred, including applicable taxes and purchases made by you or anyone you permit to use your account, including your children, other members, or your family or friends. You also agree that you will be billed for, and will pay, any outstanding balances if you cancel your membership or your membership is terminated for any reason by Donavon Modeling.

You are responsible for notifying Donavon Modeling concerning any billing problems or discrepancies within sixty (60) days from the date they first appear on you billing account statement. Your failure to bring such problems or discrepancies to Donavon Modeling's attention within sixty (60) days indicates that you agree to waive your right to dispute any outstanding balance or payment.

In addition, items other than membership fees for portfolio representation plans may be subject to charges, fees, and/or payment terms other than as described herein; such charges, fees, or

other terms will, however, be described in connection with the product, service, or other offerings to which such charges, fees, and/or terms relate. You can update or correct your contact or billing information at any time. Just as you want to ensure that the information that Donavon Modeling maintains about you is accurate, we want to keep only the most current information about your account. You can update or correct your contact or billing information at any time by going to the Customer Service section of the DonavonModels.com website or by faxing, mailing or e-mailing your corrections to Donavon Modeling.

#### **9. SPAM AND RELATED DAMAGES.**

Donavon Modeling will immediately terminate any account that it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or unsolicited bulk e-mail. In addition, because damages are often difficult to quantify, you agree to pay Donavon Modeling liquidated damages of \$5 for each piece of spam addressed to any individual recipient or unsolicited bulk e-mail transmitted from or otherwise connected with your DonavonModels.com account, or DonavonModeling's actual damages, whichever is greater.

#### **10. WARNINGS FOR INTERNATIONAL USE.**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding transmission of technical data exported from the United States or the country in which you reside.

#### **11. INDEMNIFICATION.**

You agree to indemnify and hold Donavon Modeling, as well as its parents, subsidiaries, affiliates, officers, other partners, and employees, harmless from any claim, demand or damages, including reasonable attorney's fees, made by any third party due to or arising out of your content, your use of any of Donavon Modeling's products or services, your violation of these Terms of Service, or your violation of any rights of another.

#### **12. NO RESALE OF SERVICE.**

You agree not to reproduce, duplicate, copy, sell, rent, resell or exploit any portion of any of Donavon Modeling's products or services, use of those products or services or access to those products or services.

#### **13. NO GUARANTEE OF SERVICE.**

Donavon Modeling provides its products and services on a commercially reasonable basis and does not guarantee that members and/or users will be able to access or use all of its products and services at all times and locations of their choosing. Specifically Donavon Modeling reserves the right at any time to modify or discontinue temporarily its products, services, or any part of its products or services, with or without notice. You agree that Donavon Modeling

should not be liable to you or to any third party for any modification, suspension or discontinuance of any of its products or services.

#### **14. ADVERTISEMENTS AND PROMOTIONS.**

Donavon Modeling, through its DonavonModels.com website, may run advertisements and promotions. By submitting and displaying content on the DonavonModels.com website you agree that Donavon Modeling has the right to run such advertisements and promotions in a manner and with such frequency that Donavon Modeling deems appropriate. Furthermore, you agree to not hold Donavon Modeling liable for the content or advertising source for any advertisements or promotions appearing on the AranessaModels.com website.

#### **15. LINKS.**

Links to the World Wide Web and other resources may be available through the services provided by Donavon Modeling. Because Donavon Modeling has no control over such sites and resources, you acknowledge and agree that Donavon Modeling is not responsible for the availability of these resources and does not endorse any of the content, products, services, advertising or any other materials on or available from or through such sites or resources. Accordingly, you acknowledge that Donavon Modeling is not liable for any loss or damage which occurs as a result of using or relying on the content, products or services found on these other sites.

#### **16. DISCLAIMER OF WARRANTIES.**

The member agrees that the use of any product or service provided by Donavon Modeling or through its DonavonModels.com website is entirely at the member's own risk. All materials, products and services provided by Donavon Modeling or through its DonavonModels.com website are provided on an "as is" basis, without warranties of any kind, except as outlined in our [Refund and Cancellation Policy](#). All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. Donavon Modeling also disclaims any warranties for the security, reliability, timeliness and performance of its DonavonModels.com website to the fullest extent permitted by law. Donavon Modeling disclaims any warranties for other products, services or goods received through or advertised on the DonavonModels.com website, as well as for any links provided on the DonavonModels.com website. Neither Donavon Modeling nor any third-party content provider makes any warranty with respect to any content, information, products or services provided through or in conjunction with the DonavonModels.com website. Donavon Modeling is neither responsible nor liable to any clients, companies, agents, agencies or any other third party in any way for the actions, abilities, qualities, attributes or accuracy of representation of models connected with Donavon Modeling or appearing on the DonavonModels.com website.

Donavon Modeling makes no implied or express representations or warranties about the reliability or accessibility of the DonavonModels.com member portfolio representation web pages or the associated storage facilities or capabilities. Donavon Modeling is not responsible

for any damages caused by loss of access to, deletion of, failure to backup, or alteration of member web pages on the DonavonModels.com website. Individual members are responsible for monitoring and creating adequate backups of the content comprising their web pages.

#### **17. LIMITATION OF LIABILITY.**

Under no circumstances shall Donavon Modeling be liable to any user as a result of that user's use or misuse of the DonavonModels.com website or reliance on the DonavonModels.com website. Donavon Modeling does not guarantee the legitimacy or identity of any user, including any professional client, affiliate, member, or of any information or advice provided on the DonavonModels.com website, including, but not limited to, any information or content provided by professional clients, affiliates, members or any other third party. Donavon Modeling does not guarantee that any users or members, including professional clients and affiliates, will use the DonavonModels.com website properly or in compliance with the terms and conditions applicable to them. Donavon Modeling does not guarantee that any Member Model will successfully obtain a contract, employment or sponsorship of any kind as a result of membership in or use of the DonavonModels.com website, nor does it guarantee the safety of any Member Model, or any other person, in connection with any modeling activity resulting from or occurring through the services of Donavon Modeling or the DonavonModels.com website. Your sole and exclusive remedy for any dispute with Donavon Modeling is the cancellation of your account as detailed below in the section entitled "Term, Termination and Cancellation" or the termination of your use of the DonavonModels.com website. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, punitive and exemplary damages (even if Donavon Modeling has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from the use or misuse of the site or reliance on the site, from inability to use the site or from the interruption, suspension, or termination of the site or products and services offered on the site (including such damages incurred by third parties). Such limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on the site or received through any links provided on the site. Such limitation shall apply, without limitation, to the cost of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall apply with respect to the performance or non-performance of the DonavonModels.com website or any products, services, information, or merchandise that appears on, or is linked or related in any way to, the DonavonModels.com website. These limitations shall apply notwithstanding any failure or essential purpose of any limited remedy. Such limitations shall apply to the fullest extent permitted by law.

#### **18. EXCLUSIONS AND LIMITATIONS.**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations expressed in the above sections may not apply to you.

## **19. TERM, TERMINATION AND CANCELLATION.**

The term of your membership begins on the date you register as a Member Model with Donavon Modeling to have your portfolio represented on the DonavonModels.com website (i.e., the date that your contact information [name, address, e-mail address and billing information] is entered into the Donavon Modeling database) and will continue for the entire initial term specified by the Representation Plan that you purchased (6 months, 12 months or 24 months) and monthly thereafter, until such time that you cancel your membership as set forth below, unless it is otherwise canceled by Donavon Modeling pursuant to these Terms of Service. For purposes of marketing, Donavon Modeling, at its sole discretion, may continue to display and/or use a Member Model's portfolio indefinitely following cancellation of their membership, regardless of which party (Donavon or the Member Model) initiates cancellation of membership.

You can cancel your membership at any time by delivering thirty (30) days notice to Donavon Modeling via e-mail sent to: customerservice@donavonmodels.com or by mail addressed to Donavon Modeling, ATTN: Customer Service, 4102 Cocoplum Circle, Coconut Creek FL 33073. Write "Membership Cancellation" on the envelope to expedite the processing of your request. You are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation and for all membership subscription fees payable through the natural expiration of your membership (i.e., through the end of the next recurring year if your membership has passed the initial contract period and you have notified Aranessa Modeling prior to the 15<sup>th</sup> of the last month or your annual contract period or through the end of the initial contract period if you have not yet reached the end of your initial contract period).

You understand and agree that the cancellation of your membership is your sole right and remedy with respect to any dispute with Donavon Modeling. This includes, but is not limited to, any dispute related to, or arising out of (a) any term of these Terms of Service or Donavon Modeling's enforcement or application of these Terms of Service; (b) any policy or practice of Donavon Modeling including Donavon Modeling's content guidelines and Privacy Policy, or Aranessa Modeling's enforcement or application of these policies; (c) the content available on the DonavonModels.com website or the Internet or any change in content provided through Donavon Modeling or the DonavonModels.com website; or (d) your ability to access and/or use DonavonModels.com and its services.

## **20. NOTICE.**

Notices to you may be made by either e-mail or regular mail. Donavon Modeling may also provide notices of changes to these Terms of Service or other matters by displaying notices or links to notices on the DonavonModels.com website.

## **21. GENERAL INFORMATION.**

These Terms of Service constitute the entire agreement between you and Donavon Modeling and/or its parent company Donavon Enterprises, Inc. and governs your use of the products and services offered by Donavon Modeling and/or through the DonavonModels.com website,

superseding any prior agreements between you and Donavon Modeling (including, but not limited to any prior versions of these Terms of Service). You may also be subject to additional terms and conditions that may apply when you use affiliated services, third-party content or third-party software. These Terms of Service and the relationship between you and Aranesa Modeling shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Donavon Modeling agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Broward, State of Florida. The failure of Donavon Modeling to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of any products or services offered by Donavon Modeling or the DonavonModels.com website or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles within these Terms of Service are for convenience only and have no legal or contractual effect. In cases of discrepancies between information appearing in print versus similar information appearing on the DonavonModels.com website, material appearing on the DonavonModels.com website will take precedence.

## **22. VIOLATIONS.**

Please report any violations of these Terms of Service to Donavon Modeling at:

Donavon Modeling  
4102 Cocoplum Circle,  
Coconut Creek, FL 33073 USA  
Tel: (561) 674-5917  
Fax: (561) 734-0266  
E-mail at: customerservice@donavonmodels.com

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