

# TERMS OF SERVICE

## Vibrant Casting

**Effective Date: 10/1/2025**

This Terms of Service Agreement (the “Agreement”) is a legally binding contract between Vibrant Casting, LLC (“Vibrant Casting,” “Company,” “we,” “our,” or “us”) and any individual user (“User,” “you,” or “your”) who accesses or uses the Vibrant Casting website, platform, or related services (collectively, the “Services”). By creating an account, accessing, or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree with these terms, you must discontinue use immediately.

### 1. Eligibility and Geographic Restrictions

The Services are intended solely for individuals who are at least eighteen (18) years of age. By using the Services, you represent and warrant that you meet this eligibility requirement. We reserve the right to request proof of age at any time and to suspend or terminate accounts that fail to satisfy this condition. The Services are not offered to residents of the State of California, USA. By accessing or using the Services, you represent and warrant that you are not a California resident.

### 2. Account Registration and Security

To access certain features of the Services, you must create an account and provide accurate and complete information. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities conducted under your account. You agree to notify Vibrant Casting immediately if you suspect or become aware of any unauthorized use of your account. Vibrant Casting shall not be liable for any damages or losses resulting from your failure to maintain the security of your account.

### 3. Subscription, Billing, and Cancellations

Access to the Services is provided on a subscription basis. Subscription fees, billing cycles, and payment methods are disclosed at the time of purchase. All payments are processed by trusted third-party payment processors. By subscribing, you authorize such providers to charge your designated payment method on a recurring basis until you cancel. Subscriptions automatically renew at the end of each billing period. You may cancel your subscription at any time through your account settings. Cancellation prevents future renewals but does not entitle you to a refund. You will retain access until the end of your current billing cycle. All fees paid are final and strictly non-refundable, including for partial subscription periods, unused Services, or account downgrades.

## **4. Acceptable Use**

You agree to use the Services exclusively for lawful and professional purposes related to casting. You may not post, upload, or distribute any material that is unlawful, defamatory, harassing, obscene, fraudulent, infringing, or otherwise objectionable. You may not impersonate another person, misrepresent your affiliation with any entity, or engage in conduct that interferes with or disrupts the operation of the Services. Misuse of the Services may result in suspension or termination of your account at the discretion of Vibrant Casting.

## **5. User Content**

You retain ownership of any content you upload to the Services, including but not limited to photographs, videos, audio, and other materials. By submitting content, you grant Vibrant Casting a non-exclusive, worldwide, royalty-free, transferable, and sublicensable license to use, display, reproduce, modify, adapt, publish, and distribute such content in connection with the operation of the Services, the facilitation of casting opportunities, and the promotion and marketing of Vibrant Casting. This license allows us, for example, to display your profile to casting professionals, to feature your content in promotional materials, and to showcase aspects of our platform to prospective users. You acknowledge that you will not receive compensation for such uses, and you waive any claims against Vibrant Casting arising out of our use of your content as permitted under this Agreement. Vibrant Casting reserves the right, but not the obligation, to remove or disable access to content that it deems to violate this Agreement, applicable law, or the rights of third parties.

## **6. Termination**

Vibrant Casting may suspend, restrict, or terminate your account and access to the Services at any time, with or without notice, if we determine that you have breached this Agreement or engaged in conduct harmful to the Company, its reputation, or other users. Termination shall not relieve you of any payment obligations incurred prior to termination.

## **7. Disclaimers**

The Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. Vibrant Casting expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee that use of the Services will result in casting opportunities, employment, or any specific outcome.

## **8. Limitation of Liability**

To the fullest extent permitted by law, Vibrant Casting shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, goodwill, or business opportunities, arising out of or in connection with your use of the Services.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Vibrant Casting, its affiliates, directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, or expenses arising from your violation of this Agreement, your uploaded content, or your misuse of the Services.

## **10. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles. Any dispute or claim arising under or in connection with this Agreement shall be resolved exclusively through binding arbitration in Missouri, except where prohibited by law.

## **11. Modifications to the Agreement**

Vibrant Casting may revise this Agreement at any time. Revised terms will be posted on our website with an updated Effective Date. Continued use of the Services after such posting constitutes your acceptance of the revised Agreement.

## **12. Contact Information**

For questions about this Agreement, you may contact us at: [\*\*support@vibrantcasting.com\*\*](mailto:support@vibrantcasting.com)