

# Terms of Service

**Effective Date:** May 25, 2026

Welcome to casTyou. Please read these Terms of Service ("Terms") carefully before using our website, mobile applications, and related services (collectively, the "Service").

## 1. Acceptance of Terms

By creating an account, accessing, or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to all of these Terms, you may not access or use the Service.

## 2. Eligibility and Account Registration

- **Age Requirement:** You must be at least 18 years of age to create an account or use the Service.
- **Account Accuracy:** You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate.
- **Account Security:** You are entirely responsible for maintaining the confidentiality of your account credentials (username, password, and two-factor authentication tokens). You agree to notify us immediately of any unauthorized use of your account.

## 3. Platform Roles & User Content

casTyou acts strictly as a marketplace venue connecting talent, agencies, and producers.

- **User Content Ownership:** You retain all intellectual property rights to the text, photographs, videos, demo reels, and other media you upload to the Service ("User Content").
- **License to casTyou:** By uploading User Content, you grant casTyou a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, stream, reproduce, modify, and display your content solely for the purpose of operating, promoting, and improving the Service (including AI-powered search, matching features, and automated media formatting).
- **Content Restrictions:** You promise that your User Content does not infringe upon any third-party copyrights, trademarks, privacy rights, or publicity rights.

## 4. Prohibited Conduct

You agree not to engage in any of the following prohibited behaviors:

- Using the Service for any fraudulent, deceptive, or illegal purpose.
- Harassing, abusing, spamming, or impersonating other users.
- Using automated scripts, bots, scrapers, or data-mining tools to extract portfolios, talent data, or project listings from the platform.

- Attempting to bypass, disable, or interfere with any security-related features of the Service.

## 5. Fees, Subscriptions, and Billing

- **Payment Processing:** All subscription plans, agency tiers, and transactions are processed securely through our designated third-party payment processor.
- **Billing and Renewal:** Paid subscriptions automatically renew at the end of each billing cycle unless cancelled through your account settings prior to the renewal date.
- **Refund Policy:** Except as expressly required by applicable law, all fees and subscription payments are non-refundable.

## 6. Disclaimers & Independent Contractor Status

- **No Guarantee of Employment:** casTyou does not guarantee that talent users will secure auditions, representation, or employment, nor do we guarantee that producer users will find suitable talent for their projects.
- **Independent Parties:** casTyou is not an employer, talent agent, labor organization, or employment agency. Any professional relationships, agreements, or employment contracts formed between talent, agencies, and producers are exclusively between those parties. casTyou is not a party to those external contracts and holds no liability under them.

## 7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CASTYOU LLC, ITS AFFILIATES, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF PROFITS, DATA LOSS, LOSS OF OPPORTUNITY, REPUTATIONAL DAMAGE, OR THE ACTIONS, CONDUCT, OR CONTENT OF THIRD PARTIES ON THE PLATFORM.

CASTYOU'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO CASTYOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## 8. Indemnification

You agree to defend, indemnify, and hold harmless casTyou LLC and its subsidiaries from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal and accounting fees) arising out of or in any way connected to your access to the Service, your User Content, or your violation of these Terms.

## 9. Governing Law and Dispute Resolution

- **Governing Law:** These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.
- **Mandatory Arbitration:** You and casTyou LLC agree that any legal dispute arising out of or relating to these Terms or the Service will be resolved through binding, individual arbitration rather than in a court of law. You waive your right to participate in a class-action lawsuit or class-wide arbitration.

## 10. Modifications to the Service and Terms

We reserve the right to update or modify these Terms at any time. If we make material changes, we will notify you by email or via a prominent notification within the app before the updates take effect. Continued use of the platform after changes become effective indicates your acceptance of the revised Terms.

## 11. Contact Information

If you have any questions about these Terms, please contact us at:

**casTyou LLC**

6117 ½ Monterey Road - Los Angeles, CA - 90042

**Email:** [legal@castyouapp.com](mailto:legal@castyouapp.com)