



www.heffnermanagement.com
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PRIVACY POLICY

By clicking “become a model” at www.heffnermanagement.com you may register if you are under the age of 18 BUT ONLY IF your parent/legal guardian registers on your behalf. Registrants may NOT be under the age of 13. In the case of a Registrant under the age of 18, “Registrant” will be deemed to include a parent/legal guardian. Please read this Agreement carefully before submitting a modeling application on the Heffner Management website. Heffner Management reserves the right to modify the Agreement at any time.

SUBMISSIONS.

1. Applications. The Heffner website enables Registrants to submit Applications to Heffner Management which contain (i) personally identifiable information (“PII”) about Registrants, including without limitation their name, address, telephone number and email address, (ii) a detailed description about such Registrant’s physical attributes, and (iii) photographs/videos of such Registrants (collectively, the “Content”). Registrants understand submission of an Application does not mean they will become a model with Heffner Management and does not guarantee that Heffner Management will contact them or make an offer of a modeling contract.
2. Registrants acknowledge and agree that (i) Heffner Management has the right to post, or take down, Content submitted by you at any time; (ii) Heffner Management has no obligation to use your Content; (iii) the submission of your Application and/or Content in no way imposes any obligation on Heffner Management, whether of confidentiality, attribution, or otherwise, and Heffner Management shall not be liable for any use or disclosure of any Content contained in the Content; (iv) you hereby waive any claims (including, without limitation, claims based upon invasion of privacy, defamation, false light, or right of publicity) arising out of any use, alteration, distortion or illusionary effect, or use in any composite form of your (or your child’s) image/likeness, photographs and/or videos, (v) you will pay for all royalties, fees and any other monies that may be due or owing to any person by reason of any Content submitted by you to the Website, and (vi) Content submitted to the Website may be subject to size and usage limitations, and Registrants are responsible for adhering to such limitations.
3. Restrictions. Registrants agree NOT to submit to the Website any Content that:
 - is fraudulent;
 - is designed to interrupt, or destroys or limits the functionality of, any computer software or hardware or telecommunications equipment;
 - interferes with or disrupts the Website, services connected to the Website, or otherwise interferes with operations or services of this Website in any way;
 - infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; including the promoting of an illegal or unauthorized copy of another person's copyrighted work, or is abusive, threatening, obscene, defamatory or libelous;
 - is patently offensive to us, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or harms, or advocates the harassment or harming of another person;
 - displays pornographic or sexually explicit material of any kind or contains photographs/videos which are in bad taste, contain nudity, obscene, lewd or otherwise offensive or objectionable matter;
 - causes us to lose (in whole or part) the services of our ISPs or other suppliers; or
 - violates any applicable local, state, national, or international law.

4. Use. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works of, transmit, sell, or in any way exploit any portion of the Website, except that you may download Content from the Website as machine readable copies and/or print copies of any web page, provided that such copies will be used for your own personal (non-commercial) use and not for the purposes of competing in any manner with Heffner Management.

DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT:

1. HEFFNER MANAGEMENT IS NOT RESPONSIBLE FOR INCOMPLETE, LOST, DAMAGED, ILLEGIBLE OR MISDIRECTED APPLICATIONS OR ANY TECHNICAL PROBLEMS, MALFUNCTIONS OF ANY TELEPHONE LINES, COMPUTER SYSTEMS, SERVERS, PROVIDERS, HARDWARE/SOFTWARE, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FAILED, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS OR ANY COMBINATION THEREOF. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE, AND THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. USE OF THE WEBSITE BY REGISTRANTS AND VISITORS IS AT YOUR SOLE RISK.

PRIVACY POLICY. You can be assured that Personal Information collected through the Website is maintained in a manner consistent with current industry standards. Your Personal information is protected in several ways. Your personal information resides on a secure server that only selected Heffner Management, employees and contractors have access to via password. We encrypt your Personal Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us. Unfortunately, no data transmission over the internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged through the Website cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

While we take reasonable efforts to protect Personal Information that you provide to us, we cannot guarantee that such information will not be lost, disclosed or accessed by accidental circumstances or by the unauthorized acts of others.

PREPRESENTATIONS AND WARRANTIES. You represent and warrant that (i) you will abide by the terms of this Agreement, (ii) the submission of an Application does not violate any restrictions to which such you may be bound, (iii) Content submitted by you will be accurate does not and will not infringe the copyright, trademark, patent or other intellectual property law of any third party or defame or invade the publicity rights or the privacy of any person, living or deceased, and (iv) the submission of Content does not violate the terms of this Agreement or any applicable laws or regulations.

INDEMNIFICATION. You agree to indemnify, defend and hold Heffner Management harmless from any claim, expense or demand, including, without limitation, reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party. You agree that under no circumstances will Heffner Management be liable in any way for the accuracy, reliability, or quality of any Content, and that you will hold Heffner Management harmless for (i) any errors or omissions in Content submitted by you, or (ii) any loss or damage of any kind incurred as a result of the use of Content submitted by you.

NO AGENCY. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and Heffner Management by this Agreement.