

Term and Conditions of Use - including the Application Process / Rules / Privacy Policy / Legal Notices

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We Diamonds Model Management, (collectively the "Operators") provide images, video, and any and all information contained on the web pages (collectively the "Website"), and provide it as a public service to our users.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Please note that your use of the Website constitutes your UNCONDITIONAL AGREEMENT to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, DO NOT use the Website, provide any material and or information to the Website, and/or UPLOAD TO OR DOWNLOAD FROM any materials therein.

The Operators reserve the right to update or modify these Terms and Conditions at any time without prior notice to the User. Your use of the Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the Website. The privacy policy , included by reference, make up the entire agreement (the "Agreement") regarding the website, between the Operators and the User.

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1. 'Become a Model' and/or any 'Contest' Applicants.

To complete an application, you must, in addition, become a Applicant (the "Applicant") by accepting this Agreement in it's entirety by checking the "I have read accept the Application Process, Rules and the Privacy Policy" check box. Applicant

acknowledges that he or she is at least eighteen (18) years of age and has read, agrees with and accepts to be bound by the terms and conditions set forth in this Agreement. Failure to check the "I have read accept the Application Process, Rules and the Privacy Policy" check box will prevent an individual from becoming a Applicant. . If you are under the age of 18 but at least 13 years of age you may have your parent/legal guardian register on your behalf. Visitors under the age of 13 may not register or be registered by their parent/legal guardian, UNDER ANY CIRCUMSTANCE.

(THE "I have read accept the Application Process, Rules and the Privacy Policy" CHECK BOX TEXT, MAY BE TRANSLATED FOR YOUR CONVENIENCE)

2. Applications & Submittals.

The Website enables the User(s) to submit applications to the Operators which may contain (i) personally identifiable information ("PII") about the Applicant, including without limitation their name, address, telephone number and email address, (ii) a detailed description about such Applicant's physical attributes, and (iii) photographs/videos of such Applicants (collectively, the "Content"). Applicants must understand submission of an Application does not guarantee that the Operator will contact them with any response, or make an offer of any relationship, offering, or a contract of any kind.

3. Grant of License to Content.

By posting, submitting, and/or in any form applying content to the Website, Applicants automatically grant, and represent and warrant that they have the right to grant to the Operators, a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully paid, royalty free, worldwide license to use, copy, modify, adapt, publish, make, sell, create derivative works of or incorporate into other works such Content, derive revenue or other remuneration from, communicate to the public, distribute (through multiple tiers), perform or display such Content (in whole or in part) and/or to incorporate such Content in other works in any form, media, or technology now known or later developed, and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, publicity, and any other rights in and to any of the materials contained in such Content for any purpose, including for purposes of advertising and publicity on the Website and elsewhere. The Operators shall not be limited in any way in its use, commercial or otherwise, of any such Content, and Applicants hereby waive any moral rights or approval rights in or to, such Content as well as the right to receive a credit or payment of any royalty or fee whatsoever to the anyone associated with the Content, including without limitation the photographer/videographer, author, composer producer or the subject of such Content. Applicants acknowledge and agree that (i) the Operator has the right to post, or take down, Content submitted by you at any time; (ii) the Operators has no obligation to use your Content; (iii) the submission of your Application and/or Content in no way imposes any obligation on the Operators, whether of confidentiality, attribution, or otherwise, and the Operators 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 Applicants are responsible for adhering to such limitations. Restrictions. Applicants 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.

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 the Operators.

Accurate Information. Applicants agree to provide the Operators with accurate, complete and current information, and to update such information if and when it should change. Charges. While use of the Website is currently free of charge, you acknowledge that we may, in our sole discretion, decide at any time to charge for such use.

Permitted and Prohibited Uses

You may not use the the Website to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S and E.U . Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. and E.U. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the the Website any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

You are strictly prohibited from communicating on or through the Website any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory,

vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing Users' personal information to third-party parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend your access to and use of the Website and to suspend or revoke your membership in the consortium without refund of any reoccurring charges, dues, or onetime charges.

The Operators note that unauthorized use of Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

User Discussion Lists and Forums

The Operators may, but are not obligated to, monitor or review any areas on the Website where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the the Website at their discretion at any time.

Use of Personally Identifiable Information

Information submitted to the Website is governed according to the Operators's current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the Website. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the Website, in order to access some Content and/or additional features offered at the Website, you may need to sign on as a guest or register as a member. If you create an account on the Website, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password

and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using website. To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy.

Indemnification

You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Website, including, without limitation, your violation of these Terms and Conditions, the infringement by you, or any other subscriber or user of your account, of any intellectual property right or other right of any person or entity.

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These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must cease use of the Website. If you are dissatisfied with the Website, their content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the Website. The Operators reserve the right to terminate or suspend your access to and use of the Website, or parts of the Website, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

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for the International Sale of Goods will not apply to these Terms. A party may give notice to the other party only in writing at that party's principal place of business, attention of that party's principal legal officer, or at such other address or by such other method as the party shall specify in writing. Notice shall be deemed given upon personal delivery or facsimile, or, if sent by certified mail with postage prepaid, 5 business days after the date of mailing, or, if sent by international overnight courier with postage prepaid, 7 business days after the date of mailing. If any provision herein is held to be unenforceable, the remaining provisions will continue in full force without being affected in any way. Further, the parties agree to replace such unenforceable provision with an enforceable provision that most closely approximates the intent and economic effect of the unenforceable provision. Section headings are for reference purposes only and do not define, limit, construe or describe the scope or extent of such section. The failure of the Operators to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Operators' rights with respect to such breach or any subsequent breaches. Any action or proceeding arising out of or related to this Agreement or User's use of the Website must be brought in the courts of Belgium, and you consent to the exclusive personal jurisdiction and venue of such courts. Any cause of action you may have with respect to your use of the Website must be commenced within one (1) year after the claim or cause of action arises. These Terms set forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to their subject matter. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any other or subsequent breach.