



# Membership Agreement

## COMPETITIVE I

This Membership Agreement (“Agreement”) is entered into by and between **Casting Call, Inc. dba JRP Virtual** (“JRP Virtual”) and the individual completing online registration (“Client”) and becomes **effective on the date the Client completes registration and electronically accepts this Agreement** (the “Effective Date”).

WHEREAS, JRP VIRTUAL is a talent training service to assist those seeking development and exposure within the entertainment industry (the “Services”); and set forth in Exhibit A; and

WHEREAS CLIENT wishes to avail themselves of the Services for such purposes; and enroll in the program.

WHEREAS, JRP VIRTUAL agrees to provide the Services to CLIENT via Zoom.us upon the following terms and conditions.

NOW, THEREFORE, for and in consideration of the agreements, covenants, representations and warranties herein contained, and intending to be legally bound, the parties agree as follows:

1. This Membership Agreement (“Agreement”) is a legally binding instrument when signed by the CLIENT and accepted by JRP VIRTUAL. Your signature on this Agreement acknowledges that you have been given reasonable time to read and understand it.

2. Fee. A full membership course is 5 weeks. In consideration of receipt of the Services, CLIENT shall pay the following Membership Fee:

**PROGRAM AMOUNT for COMPETITIVE I – is USD \$995.**

Client may satisfy the program tuition by selecting **one** of the following payment options at the time of registration. Program tuition, payment amounts, installment schedules, and applicable fees are displayed to the Client during online registration and form part of this Agreement upon Client’s acceptance.

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### **Pay in Full Option**

If Client selects the Pay in Full option, the full program tuition of **USD \$995** is due at the time of registration.



Payments made by **credit card, Venmo, or Cash App** under the Pay in Full option are subject to a **2% processing fee**, which is **not included** in the stated program tuition and will be applied at checkout when applicable. Payments made via non-credit-card methods (such as Zelle) are not subject to this fee.

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### **Payment Plan Option**

If Client selects the Payment Plan option, Client agrees to a **10% installment fee**, and the **2% credit card processing fee is included** in the installment-plan pricing.

The total installment-plan tuition for Competitive I is **USD \$1,094**

Payment under the Payment Plan is structured as follows:

- **USD \$560 due at registration**, followed by
- **Five (5) weekly payments of USD \$111 each**

Client may begin training **only after a minimum of 50% of the total program tuition has been paid**.

Client may not participate in any **Agent or Manager Showcase** until **100% of the program tuition and all applicable fees have been paid in full**.

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### **Total Charges**

The total amount charged will reflect the selected payment option and any applicable processing fees as described above.

CLIENT WILL NOT BE PERMITTED TO ATTEND ANY CLASS OR SHOWCASE DURING A PERIOD IN WHICH FEES HAVE NOT BEEN PAID.

3. **Term.** The Term of this Agreement is for 5 (five) weeks following the execution date.

4. **Online Resources.** In addition to the right to attend classes, CLIENT who signed up for the Career Acting Program will have a 3 month free access pass to a proprietary networking service, located at <https://jrpvirtual.net/>, designed to assist those seeking opportunities in modeling, acting, or other careers within the entertainment industry to get Internet exposure, networking resources and tools to match such talent with available listings of auditions and casting calls. Our Privacy Policy of <https://jrpvirtual.net/> can be found at <https://jrpvirtual.net/privacy-policy/>.

5. **Non-use of Services No Defense; No Guarantee.** No refund, or deduction of any tuition paid shall be made by reason of CLIENT's failure to attend classes or otherwise use the Services. JRP VIRTUAL is not an employment agency,



a talent counseling service, a talent listing service, nor a talent agency, and does not procure employment or guarantee that taking classes or otherwise utilizing the Services will guarantee employment in any field whatsoever.

6. Force Majeure. JRP Virtual shall not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreak of communicable disease, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. In such situation, the parties agree that this Agreement will **not** be canceled, nor fees refunded, but the Services will be rescheduled to a future date as soon as practicable after the force majeure condition ceases to exist.

7. Agreements Executed on Behalf of Minors. Minor children may enroll as CLIENTs with the written consent of their parent or guardian. For minor CLIENTs wishing to use the online resources of <https://jrpvirtual.net/>, the following additional terms apply: **(1) If you, as a parent or other legal guardian, wish to register your child for online services found at <https://jrpvirtual.net/>, by signing this Agreement you are giving JRP VIRTUAL your explicit permission to post information about your child on <https://jrpvirtual.net/>, in accordance with <https://jrpvirtual.net/> Privacy Policy; (2) You, as parent or other legal guardian, will execute this Agreement on behalf of your minor child; (3) Any information listing for your minor child on <https://jrpvirtual.net/> will indicate that such child is a minor with restricted access and information; (4) You agree and acknowledge that neither JRP VIRTUAL nor <https://jrpvirtual.net/>, knowingly collects or solicits information of any nature from anyone under the age of thirteen (13) on any of its websites; (4) Minors between the ages of thirteen (13) and eighteen (18) are permitted to provide information and to use the online Services at <https://jrpvirtual.net/> with your written parental permission, which will be kept on file at JRP VIRTUAL.**

8. Arbitration. **PLEASE READ THIS PROVISION CAREFULLY, AS IT PROVIDES IMPORTANT INFORMATION REGARDING SATISFACTORY DISPUTE RESOLUTIONS VIA BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.** Any Claim, dispute or controversy between CLIENT and JRP VIRTUAL (or made by or against anyone connected with CLIENT and JRP VIRTUAL, or claiming through CLIENT and JRP VIRTUAL) arising from or relating to this Agreement (Claim) including Claims regarding applicability or validity of this



arbitration provision, shall be resolved by binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA) (except for any AAA rules providing for class claims or class arbitration) then in effect, subject to this Agreement. Any Claim regarding the validity or enforceability of the arbitration provision shall be governed by the laws of the State of Delaware without giving effect to any choice of law provisions thereof. This arbitration provision is made pursuant to a transaction involving interstate commerce and, in all other respects, including the determination of any questions about whether Claims are within the scope of this arbitration provision. Arbitration shall be governed by the Federal Arbitration Act, 9U.S.C. 1-16 (FAA) and shall be resolved by interpreting the arbitration provision in the broadest way the law will allow it to be construed. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. As an exception to arbitration, CLIENT and JRP VIRTUAL retain the right to pursue in a small claims court located in the federal judicial district that includes CLIENT's billing address at this time of the Claim, any Claim that is within the court's jurisdiction and proceeds on an individual basis. The arbitration shall be conducted before a single arbitrator applying to the Claims the substantive laws of the State of Delaware without giving effect to any choice of law provisions thereof. The arbitrator's authority is limited solely to the Claims between CLIENT and JRP VIRTUAL alone. The arbitration will not be consolidated with any other arbitration proceeding. CLIENT and JRP VIRTUAL do not agree to any arbitration on a class action or representative basis, and the arbitrator shall not be authorized to treat any Claim on a class action or representative basis. No party shall join, and no arbitrator or court may allow any party or other person to join, claims of any other person in a single arbitration or court proceeding, and there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action without the consent of JRP VIRTUAL. CLIENT agrees not to consent to become a member of any class in any proceeding against JRP VIRTUAL. If CLIENT prevails in the arbitration of any Claim against JRP VIRTUAL, JRP VIRTUAL will reimburse CLIENT for any fees CLIENT paid to the AAA in connection with the arbitration. Any decision rendered will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Arbitration rules and forms may be obtained from the AAA at [www.adr.org](http://www.adr.org). Claims shall be filed in any AAA office. However, any participatory hearing that you attend shall take place in DuPage County, Illinois and the appropriate court, unless CLIENT chooses to have the hearing take place in the federal judicial district that includes CLIENT's billing address at the time the arbitration Claim is filed. This arbitration provision applies to all Claims now in existence or that may arise in the future.

9. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, JRP VIRTUAL will not be liable for and CLIENT hereby waives and releases any claims against JRP VIRTUAL for any special, incidental, indirect, exemplary or consequential damages, including loss of prospective economic advantage, arising from any



performance or failure to perform by JRP VIRTUAL or its employees or agents under this Agreement, or from the breach of any warranty or representation. In no event will JRP VIRTUAL's liability for any failure of performance or other breach of this Agreement or of any warranty hereunder exceed the tuition paid by CLIENT, and CLIENT hereby waives and releases any claims against JRP VIRTUAL in excess of such tuition.

10. Indemnification. CLIENT will defend, indemnify, and hold harmless JRP VIRTUAL, its officers, employees, and agents (collectively "JRP VIRTUAL Indemnitees") against and from any and all liability, claims, suits, judgments, damages, or costs (including reasonable attorneys' fees and expenses) resulting from any claim, suit or demand by any third party (including claims allegedly arising from the active or passive negligence of CLIENT or JRP VIRTUAL Indemnitees in connection therewith) for injuries to or deaths of person or loss of or damage to property arising out of CLIENT's use of the Services, except to the extent caused by the gross negligence or willful misconduct of JRP VIRTUAL Indemnitees. This indemnification will survive termination of this Agreement.

11. Amendment; Assignability. This Agreement may not be amended, supplemented or modified orally, but only by an agreement in writing signed by each of the parties hereto. This Agreement is not assignable by CLIENT without the express written permission of JRP VIRTUAL.

12. Entirety of Agreement; Severability; Choice of Law. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be governed by the internal laws of the State of Delaware.

### 13. CANCELLATION RIGHTS

Client may cancel this Agreement **at any time prior to midnight of the third (3rd) business day after the Effective Date** (the "Cancellation Deadline"). Instructions regarding this right are provided in the Notice of Cancellation included with these Terms.

If Client cancels within the Cancellation Period, any tuition paid **excluding the non-refundable USD \$500 registration fee** will be refunded.

Following the expiration of the three (3) business day Cancellation Period, **this Agreement may not be terminated and no refunds shall be due**, and the **USD \$500 registration fee is non-refundable under all circumstances**.



This Agreement becomes legally binding upon the Client's electronic acceptance, including acceptance via checkbox during online registration.

## EXHIBIT A

- 5 weeks of workshops held Weekly for 2 hours each time
- ONE (1) Agent or Manager Showcase

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### Notice of Cancellation Procedure

To exercise the right to cancel, Client must provide written notice to [clientservices@jrpvirtual.net](mailto:clientservices@jrpvirtual.net) no later than **midnight of the third (3rd) business day** following the Effective Date