

TERMS AND CONDITIONS

These terms and conditions (the "Agreement") govern your access to and use of the website and services (collectively, the "Platform") provided by Extra 360 Performer Services Inc. ("Extra360" "we," "us," or "our"). Extra360 is a premier background performer employment company that facilitates connections between performers and production clients.

1.1 Acceptance of Terms

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to all of these terms, you must not access or use the Platform.

1.2 Eligibility

You must be of legal age to form a binding contract with Forefront Talent and meet all eligibility requirements. If you do not meet these requirements, you must not access or use the Platform.

If under legal age a guardian must create a profile with a separate email specifically for your account. Said guardian must agree to this Agreement on your behalf and adhere to all rules pertaining to minors as set out by the most recent ACTRA Independent Production Agreement.

1.3 Changes to Terms

We reserve the right to modify or update these terms at any time. Your continued use of the Platform after any such changes constitutes your acceptance of the new terms.

Section 2: Intellectual Property and Acceptable Use

2.1 Intellectual Property Rights

All content on our Platform, including but not limited to images, text, logos, documents, downloadable files, is the exclusive property of Extra360. Unauthorized use or reproduction is strictly prohibited.

2.2 Acceptable Use

You agree to use our Platform legally and not to engage in any activity that may harass, mistreat, violate rights, or act fraudulently. Any violation may result in immediate termination of access. Notwithstanding the above, users can be removed at our discretion at any time and no guarantee is made that the Platform will be available and/or working properly at all times.

2.3 User Contributions

Users may post information such as photos, name, date of birth, measurements, etc., in compliance with our guidelines. Any false or misleading information may lead to account termination.

Section 3: Accounts and Responsibilities

3.1 Account Creation and Security

When creating an account, you agree to maintain the security and privacy of your account and provide accurate information. You are solely responsible for your actions and interactions on and off the Platform. You consent to using SmartVoucher software on set in lieu of a paper voucher. Paper vouchers will only be used in scenarios where the use of SmartVoucher isn't possible or practical. A copy of your paper voucher must be retained by Extra360.

3.2 Conduct and Behavior

You agree to act professionally at all times while engaging with other users of the Platform and with third parties at bookings. Extra360 is not responsible for your conduct on or off set. You agree to indemnify Extra360 if a claim is made due to your actions. Extra360 will not give preferential treatment to any performer for any reason that has no bearing on job performance. We will not accept any gifts, and we cannot give fee reductions to performers based on personal relationships etc. If you are late more than three times in a calendar year, you may be removed from opportunities or suspended. If you no-show without reason, you may be removed as well.

3.3 Risks and Precautions

You assume all risks when working and agree to follow all instructions provided by Extra360 and the production that hired you.

Section 4: Expectations, Bookings, and Confidentiality

4.1 Expectations and Bookings

Extra360 has no obligation to present you with any opportunities and makes no guarantees regarding potential employment. You understand that Extra360 may exclude or remove opportunities without providing reasoning. Extra360 may occasionally “pencil” you in for a booking but you are not officially hired by a third party production until the approval has been received from them. Extra360 will notify performers once such approval has been received, however it is then your responsibility to form a firm contract with the third party production. Performers have little to no contact directly with production. Although they are hired by them, all communication flows through Extra360 as a way to facilitate bookings. This “penciling” form of scheduling does not constitute a booking and the Casting Decision is up to production or any Casting Director production has appointed. Failure of a performer to notify Extra360 of an availability change once scheduled may result in a warning being issued, or a suspension/removal if repeated.

4.2 Anti-piracy and Confidentiality Policy

You are prohibited from sharing any booking information or using any recording devices while working on a project secured through Extra360 All production client information is strictly private and confidential.

Section 5: Communication, Fees, and Links

5.1 Communication with Extra360

Communication must be respectful. Extra360 may use your contact information to send messages, notifications, or special offers.

5.2 Obligations and Fees

Extra360 allows you to secure bookings which create legal obligations for yourself, such as honesty, professionalism, attendance, and payment for related fees. Cancellation and late fees will be charged as per the specified rates which may be amended from time to time with notice in writing by Extra360. Failure to pay said invoice may result in removal from the Extra360 Database. Fees are to be invoiced upon completion of a booking and are due upon receipt. Failure to pay within 20 calendar days will result in your account being suspended from opportunities and collection efforts at our discretion which may affect your credit.

Extra360 is not an agency or your agent and you are free to hire your own representation. Extra360 may communicate with production on your behalf to help coordinate bookings & payments but is not responsible for such assistance and you are ultimately responsible for all of your own bookings and payments.

5.3 Links to Other Websites

Extra360 is not responsible for third-party websites linked on our Platform. It is your responsibility to read the terms and conditions of these third-party sites.

Section 6: Liability, Indemnity, and Dispute Resolution

6.1 Limitation of Liability

Extra360 and its affiliates will not be liable for any damages arising out of your use of the Platform. You agree to indemnify Extra360 from any claims or losses claimed by you or any third party related to your use of the Platform or any related opportunities.

6.2 Applicable Law and Dispute Resolution

This Agreement is governed by the laws of the Province of Ontario. Any disputes must be resolved through mediation and arbitration.

Section 7: General Provisions

7.1 Severability

If any provision of this Agreement is found to be invalid, it will be removed without affecting the rest of the Agreement.

7.2 Contact Details

Please contact us at info@extra360.ca for any questions or concerns.