BaModel Terms & Conditions

1. Introduction

Welcome to BaModel ("we," "our," or "us"). These Terms & Conditions govern your use of our website, located at bamodel.com, which connects aspiring models with worldwide modeling agencies. By using our website and services, you agree to comply with and be bound by these Terms & Conditions.

2. Eligibility

- You must be at least 18 years old to use our services. If you are under 18, you must have a parent or legal guardian's consent to use BaModel and provide any personal information.
- By using BaModel, you confirm that you have obtained this consent and that your parent or legal guardian agrees to these Terms on your behalf.

3. Services Provided

BaModel provides a platform for aspiring models to showcase their portfolios to modeling agencies. By uploading your profile, you are paying for exposure to these agencies. However, we do not guarantee that any agency will contact you, offer you representation, or provide any modeling opportunities.

4. Personal Information

To use our services, you must provide certain personal information, including but not limited to:

- Name
- Email address
- Phone number
- City of residence / address
- Date of birth
- Height
- Photographs / Videos

By providing this information, you agree to the collection, storage, and processing of your data in accordance with our <u>Privacy Policy</u>.

5. Payment

The fee for uploading your profile and gaining exposure to agencies is \$10. This fee covers the service of exposing your profile to our partner agencies but does not guarantee agency contact, interviews, or modeling jobs.

6. Consumer Protection Rights

As a consumer, you have certain rights under the **U.S. Consumer Protection Laws** (e.g., Federal Trade Commission regulations), including the right to clear, accurate information about our services, pricing, and refund policies.

- **Right to Information**: You are entitled to receive accurate details of the services you purchase, including the fact that BaModel is not guaranteeing any agency will contact you.
- **Refunds and Cancellations**: Refunds for the service may be granted under specific circumstances, such as technical issues or service unavailability. We do not offer refunds for the lack of contact from agencies, as the payment solely covers exposure to our partner agencies.
- Fraud Prevention: BaModel complies with all applicable laws regarding fraud
 prevention and aims to ensure that our services are provided ethically and
 transparently. If you believe you have been misled or have concerns about our
 services, you can contact us directly or file a complaint with your local consumer
 protection agency.
- Parental Approval for Minors: If a minor wishes to use our services, we require parental or legal guardian consent, and they must acknowledge their understanding of these Terms and the service's nature.

7. User Responsibilities

- You are responsible for ensuring that the information and photographs you upload are accurate, up-to-date, and do not violate any third-party rights.
- If you are under 18, you confirm that you have the consent of your parent or legal guardian to provide this information and use our services.
- You agree not to use the service for any illegal or unauthorized purposes.

8. Limitation of Liability

BaModel is not responsible for any interaction, or lack thereof, between you and modeling agencies. We do not endorse, guarantee, or assume responsibility for any communications or business relationships that result from the use of our platform.

BaModel will not be held liable for any:

- Loss of opportunity or failure to secure agency representation.
- Consequences arising from the inaccuracy of the data you provide.
- Any indirect, incidental, or consequential damages.

9. Intellectual Property

All content on the BaModel website, including but not limited to text, graphics, logos, and images, is owned by BaModel or its licensors and is protected by copyright, trademark, and other intellectual property laws.

You may not use, copy, or distribute any content from our website without express written permission.

10. Privacy Policy

Your personal information will be handled in accordance with our <u>Privacy Policy</u>, which explains how we collect, use, and protect your data. By using BaModel, you agree to the terms of our Privacy Policy.

11. Termination

We reserve the right to terminate or suspend your access to BaModel at our sole discretion, without notice, if we believe you have violated these Terms & Conditions.

12. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of the United States. Any disputes arising from the use of our services will be subject to the exclusive jurisdiction of the courts in New York.

13. Amendments

We reserve the right to update or modify these Terms & Conditions at any time. Changes will be effective upon posting to our website, and continued use of our services after such changes constitutes your acceptance of the updated Terms.

14. Contact Information

If you have any questions about these Terms & Conditions, please contact us at info@bamodel.com