

THE INDUSTRY EXCLUSIVE PROGRAM

TERMS & CONDITIONS

Effective Date: _____

Program Provider: PM Zelaya LLC

Program: The Industry Exclusive Program ("Program")

These Terms and Conditions ("Terms") constitute an agreement between PM Zelaya LLC ("Company," "we," "us," or "our") and the individual purchasing or participating in The Industry Exclusive Program ("Client," "Participant," "Parent," or "you").

By enrolling in, purchasing, accessing, or participating in The Industry Exclusive Program, you acknowledge that you have read, understood, and agreed to these Terms.

1. PROGRAM PURPOSE

The Industry Exclusive Program is a four-month educational and coaching experience designed primarily for parents, guardians, and momagers seeking greater knowledge, strategy, organization, and confidence while navigating their child talent's entertainment career.

The Program provides education, coaching, guided implementation, resources, feedback, and support concerning topics that may include the business of acting, professional portfolios, industry assets, casting profiles, pitching strategies, and career preparation.

The Program is educational in nature. PM Zelaya LLC is not acting as the Client's or child talent's licensed talent agent, talent manager, attorney, accountant, casting director, employer, or employment agency through participation in this Program.

2. PROGRAM DURATION

The Industry Exclusive Program is currently structured as a **four-month coaching experience**.

Month 1 - Learning the Business of Acting: Participants receive education regarding the entertainment industry, career foundations, terminology, expectations, and strategic planning.

Month 2 - Building Your Portfolio: Participants focus on evaluating and strengthening the child talent's professional portfolio and overall presentation.

Month 3 - Creating Industry Assets: Participants work toward developing or improving professional materials and industry assets appropriate to their child talent's career.

Month 4 - Pitching Child Talent & Profile Audits: Participants receive education regarding pitching strategies, professional positioning, casting profiles, and profile audits.

The Company reserves the right to modify the order, timing, instructors, curriculum, exercises, resources, or delivery of Program components when reasonably necessary to improve the Program or accommodate scheduling or industry circumstances. Such modifications do not automatically entitle a Participant to a refund.

3. PROGRAM DELIVERY

The Program is primarily delivered virtually through Zoom or another online platform selected by the Company.

The anticipated format includes bi-weekly Saturday live intensives, live teaching, guided implementation, question-and-answer sessions, hands-on coaching, educational resources and assignments, portfolio and/or profile guidance where applicable, and additional Program experiences or resources announced by the Company.

Dates and times may occasionally change due to holidays, emergencies, instructor availability, technical difficulties, industry events, or other circumstances. When reasonably possible, Participants will receive advance notice of material scheduling changes.

4. PARTICIPANT RESPONSIBILITY

The Program is a collaborative coaching experience. Enrollment alone does not create results.

Participants are responsible for attending sessions, completing assignments, implementing recommendations, asking questions when clarification is needed, maintaining their child's materials and profiles, researching opportunities, meeting deadlines, and making their own final career decisions.

The Company cannot control a Participant's level of participation or implementation. Failure to attend sessions or complete Program activities does not create an entitlement to a refund, credit, or extension unless otherwise agreed to in writing.

5. PARENTAL AUTHORITY

If information, materials, photographs, videos, profiles, auditions, or other content concerning a minor child are submitted during the Program, the Participant represents that they are the child's parent, legal guardian, or otherwise possess appropriate legal authority and permissions to provide those materials and make decisions concerning the child's participation.

The Parent or Guardian remains solely responsible for decisions concerning the minor child. Nothing taught, recommended, or discussed within the Program overrides the Parent's or Guardian's responsibility to determine what is appropriate for their child.

6. NO GUARANTEE OF BOOKINGS OR REPRESENTATION

PM Zelaya LLC does not guarantee auditions, callbacks, acting or modeling bookings, SAG-AFTRA eligibility or membership, union employment, agency representation, management representation, meetings with agents, managers, producers, casting directors, or other industry professionals, specific casting opportunities, employment, income, career advancement, fame, recognition, exposure, or any particular entertainment-industry outcome.

Entertainment-industry results depend on numerous factors outside the Company's control, including talent, training, preparation, market conditions, casting needs, location, availability, representation, professional materials, individual decision-making, timing, and the discretion of third parties.

Any examples of past Participant experiences or successes are provided for informational purposes only and are not guarantees of future results.

7. NO TALENT REPRESENTATION

Participation in The Industry Exclusive Program does not create an agent-client, manager-client, employment, partnership, joint venture, fiduciary, or similar professional relationship between PM Zelaya LLC and the Participant or child talent.

The Company does not promise to procure employment for the Participant or child talent as a condition of enrollment. When the Program discusses pitching, casting opportunities, representation, submissions, or networking, such information is provided for educational and coaching purposes. Participants remain responsible for evaluating and

pursuing opportunities independently.

8. THIRD-PARTY CASTING PLATFORMS AND SERVICES

The Program may discuss or demonstrate third-party casting websites, applications, service providers, photographers, coaches, agents, managers, casting professionals, or other entertainment-industry resources. Unless specifically stated otherwise in writing, these third parties are independent from PM Zelaya LLC.

The Company does not control and is not responsible for third-party fees, policies, terms of service, privacy practices, availability, casting decisions, employment decisions, website functionality, business practices, or results.

Participants should independently review third-party terms and conduct appropriate due diligence before purchasing services, submitting materials, attending auditions, signing contracts, or providing personal information.

9. SAFETY AND MINOR PROTECTION

Parents and guardians are responsible for exercising appropriate supervision and due diligence regarding any opportunity involving their child.

Participants should independently verify casting notices, production companies, representatives, photographers, coaches, locations, contracts, compensation arrangements, and requests for personal information.

A Parent or Guardian should never interpret inclusion of or discussion about a resource during the Program as a guarantee that every future interaction with that person, company, platform, or opportunity is safe or appropriate. Parents remain responsible for compliance with applicable laws and requirements concerning minors working in entertainment.

10. PROGRAM FEES

The Participant agrees to pay the Program tuition stated on the enrollment or checkout page at the time of purchase.

If the Participant selects a payment plan, the Participant authorizes the Company and its payment processor to charge the selected payment method according to the payment schedule presented at checkout.

Enrollment in a payment plan represents a commitment to pay the full agreed Program tuition and is not a month-to-month subscription unless expressly stated otherwise in writing.

11. PAYMENT PLANS

When a payment plan is selected, all scheduled payments remain due according to the agreed payment schedule. Failure to attend Program sessions, complete assignments, access materials, or otherwise participate does not automatically cancel remaining payment obligations.

The Participant is responsible for maintaining a valid payment method. If a payment fails, the Company may notify the Participant and request an updated payment method. To the extent permitted by law and consistent with any applicable payment processor rules, continued nonpayment may result in suspension of Program access until the account is brought current.

12. REFUND AND CANCELLATION POLICY

The refund and cancellation policy disclosed on the applicable enrollment page, checkout page, or signed enrollment agreement at the time of purchase will govern the Participant's enrollment.

Participants should review that policy carefully before purchasing. Nothing in these Terms is intended to waive or restrict any refund, cancellation, rescission, or consumer rights that cannot legally be waived under applicable law.

A Participant wishing to request cancellation should contact the Company promptly in writing at the contact information provided for the Program.

13. MISSED SESSIONS

Participants are encouraged to attend all scheduled sessions. If a Participant misses a live session, the Company is not obligated to provide a private replacement session unless expressly included in the Participant's package or otherwise agreed to in writing.

If recordings are made available, access to those recordings may be subject to expiration dates and other Program policies. The Participant is responsible for reviewing available materials and remaining current with Program assignments.

14. TECHNOLOGY REQUIREMENTS

Participants are responsible for having appropriate internet access, compatible devices, Zoom access, email access, and any other technology reasonably necessary to participate.

The Company is not responsible for a Participant's internet outage, device malfunction, software incompatibility, forgotten passwords, or other technology problems outside the Company's control.

15. INTELLECTUAL PROPERTY

All Program materials created and provided by PM Zelaya LLC - including presentations, videos, recordings, worksheets, templates, frameworks, checklists, guides, workbooks, written materials, graphics, curriculum, and other resources - are owned by or licensed to PM Zelaya LLC and are protected by applicable intellectual-property laws.

Enrollment grants the Participant a limited, personal, non-exclusive, non-transferable license to use Program materials for their own personal educational purposes and for supporting their own child talent as permitted by the Program.

Participants may not, without prior written permission, reproduce Program materials for commercial use; sell or resell Program materials; share login credentials; distribute recordings; upload Program materials to public websites or social media; teach or package the Program curriculum as their own; create competing products substantially reproducing proprietary Program materials; or record, copy, or distribute live sessions except where expressly permitted.

All rights not expressly granted remain reserved by PM Zelaya LLC.

16. CONFIDENTIALITY AND COMMUNITY PRIVACY

The Program may include group coaching where Participants discuss personal experiences, career goals, auditions, business matters, child talent, and other information. Participants agree to respect the privacy of other Program members.

Information shared by another Participant should not be recorded, photographed, screenshotted, reposted, distributed, published, or disclosed outside the Program without that Participant's permission.

Participants should exercise discretion regarding the information they choose to disclose during group sessions. The Company cannot guarantee that another Participant will comply with confidentiality obligations and therefore Participants should avoid sharing information they consider highly sensitive.

17. RECORDING OF SESSIONS

Certain Program sessions may be recorded for educational, administrative, quality-control, or Participant-access purposes. When recording occurs, Participants will be informed as appropriate.

Because minors may be involved, the Company should obtain any permissions required by applicable law before using a Participant's or child's identifiable image, voice, likeness, testimonial, or story for public advertising or promotional purposes.

Participation in a Program session does not, by itself, grant the Company unlimited permission to commercially advertise using a minor child's likeness. Any separate marketing or publicity authorization should be documented through an appropriate release or consent.

18. TESTIMONIALS

The Company may invite Participants to voluntarily provide testimonials, feedback, reviews, photographs, or success stories. Providing a testimonial is voluntary.

Any public use of identifiable Participant or minor-child content will be subject to applicable consent requirements and any separate written release obtained by the Company. The Company will not knowingly present a testimonial as a guarantee that another Participant will achieve the same result.

19. PROFESSIONAL CONDUCT

The Industry Exclusive Program is intended to provide a respectful and supportive learning environment. Participants agree not to engage in harassment, discrimination, bullying, threats, intimidation, deliberate disruption, unlawful conduct, or abusive behavior toward Company representatives, guest professionals, Participants, or children.

Participants also agree not to use the Program community to solicit other Participants for unrelated products, services, business opportunities, or competing programs without authorization.

The Company may remove a Participant from a live session or Program community when reasonably necessary to protect Participants or maintain an appropriate learning environment. Material or repeated violations may result in termination of Program access, subject to applicable law and the Company's contractual obligations.

20. GUEST PROFESSIONALS

From time to time, the Program may include guest speakers or other entertainment-industry professionals. Participation by a guest professional does not mean that the professional has agreed to represent, employ, audition, cast, recommend, or otherwise provide opportunities to any Participant or child talent.

Participants must maintain professional boundaries and respect any communication or submission guidelines established by guests.

21. EDUCATIONAL INFORMATION - NOT LEGAL OR FINANCIAL ADVICE

Information provided through the Program is educational and should not be interpreted as legal, tax, accounting, financial, medical, or other regulated professional advice.

Entertainment-industry contracts, work permits, trust requirements, union matters, taxes, employment issues, intellectual-property questions, and other legal or financial matters should be discussed with appropriately qualified professionals when necessary.

22. DECISION-MAKING RESPONSIBILITY

Participants retain complete responsibility for their career and business decisions. The Company may provide recommendations, feedback, strategies, or educational information; however, the Participant determines whether and how to implement that information.

Participants are encouraged to independently evaluate significant career, financial, contractual, or legal decisions.

23. ASSUMPTION OF RISK

The Participant understands that pursuing opportunities in the entertainment industry involves uncertainty. By participating in the Program, the Participant voluntarily accepts the ordinary risks associated with making independent career and business decisions based on educational information.

Nothing in this provision is intended to exclude liability that cannot legally be excluded or limited.

24. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, PM Zelaya LLC will not be liable for indirect, incidental, special, consequential, or speculative damages arising from participation in the Program, including lost opportunities, lost profits, failure to secure representation, failure to receive auditions, or failure to book employment.

Nothing in these Terms limits liability where such limitation is prohibited by law.

25. FORCE MAJEURE

The Company will not be considered in breach of these Terms for reasonable delays or interruptions caused by circumstances outside its reasonable control, including natural disasters, severe weather, governmental actions, widespread internet or technology outages, illness, emergencies, labor disruptions, platform failures, or similar events.

When feasible, the Company will make reasonable efforts to reschedule materially affected Program services.

26. PROGRAM ACCESS

Program materials and recordings may be available only during the Program term or for another period specifically communicated by the Company. Participants should not assume lifetime access unless lifetime access is expressly included in their written offer.

The Company may change third-party platforms used to host or deliver Program materials.

27. TERMINATION BY THE COMPANY

The Company may suspend or terminate a Participant's access for material violations of these Terms, including fraudulent payment activity; unauthorized sharing or resale of Program materials; serious harassment or threats; repeated disruptive behavior; intellectual-property violations; unauthorized recording or distribution of confidential sessions; or other material breaches of this agreement.

Where appropriate and legally required, the Company may provide notice and an opportunity to cure a violation before termination. Financial consequences of termination will be determined according to applicable law, the applicable refund policy, and the circumstances of the termination.

28. COMMUNICATION

Participants are responsible for providing accurate contact information and regularly checking communications regarding Program sessions, scheduling changes, assignments, payments, and other Program matters. Participants should promptly notify the Company when their contact information changes.

29. CHANGES TO THESE TERMS

The Company may update these Terms from time to time for future purchases or when reasonably necessary because of legal, operational, technological, or Program changes.

Material changes affecting an existing Participant's contractual rights will not be applied retroactively when doing so would be prohibited by applicable law. The version accepted at enrollment, together with any subsequent changes

validly agreed to by the parties, governs the Participant's purchase.

30. GOVERNING LAW

These Terms will be governed by the laws of the State of California, without regard to conflict-of-law principles, except where applicable consumer-protection law requires otherwise.

Any dispute-resolution, venue, arbitration, or jury-waiver provision should be separately reviewed and approved by qualified California legal counsel before being incorporated into these Terms.

31. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law. Any invalid provision will be interpreted or modified only to the minimum extent necessary to make it enforceable where legally permissible.

32. ENTIRE AGREEMENT

These Terms, together with the Participant's enrollment agreement, checkout terms, applicable refund policy, payment terms, and any documents expressly incorporated by reference, constitute the agreement regarding participation in The Industry Exclusive Program.

If there is a material conflict between documents, the specifically negotiated and signed enrollment agreement will control unless applicable law requires otherwise.

PARTICIPANT ACKNOWLEDGMENT

By enrolling in The Industry Exclusive Program, I acknowledge that I have reviewed and understand these Terms and Conditions.

I understand that The Industry Exclusive Program is an educational and coaching program and does not guarantee auditions, bookings, representation, employment, income, or other entertainment-industry results.

I understand that PM Zelaya LLC is not becoming my child's talent agent, employer, casting director, attorney, or financial advisor merely because I enroll in the Program.

I understand that I remain responsible for decisions regarding my child, including auditions, casting opportunities, contracts, professional services, travel, safety, finances, and career decisions.

I agree to comply with the Program's payment, participation, intellectual-property, confidentiality, and professional-conduct requirements.

I understand that I should seek independent legal advice before signing entertainment-industry contracts or making decisions requiring professional legal guidance.

ACCEPTANCE

Parent/Participant Full Name: _____

Child Talent Name (if applicable): _____

Participant Signature: _____

Date: _____

PM Zelaya LLC Representative: _____

Signature: _____

Date: _____

PM ZELAYA LLC
The Industry Exclusive Program

Education - Strategy - Professional Preparation - Community

Important: Because these Terms govern a paid coaching program involving parents and potentially minors, PM Zelaya LLC should have the final document reviewed by a California-licensed attorney before using it as a binding agreement.