



Dear Parent or Legal Guardian:

As you may be aware, state and federal law, including the Children's Online Privacy Protection Act ("COPPA"), require website operators to implement certain protections prior to granting children access to interactive functions of the website. Certain features of SAG-AFTRA's websites require the collection, use and disclosure of personally identifiable information, so we have implemented a policy that requires verifiable parental consent before users under the age of 18 can register on the site.

We realize that parents are often the primary users of their child's account. However, because your child is the account-holder of record, if your child is under the age of 18, we are required to assume that your child is the one accessing the site and we therefore must take these steps.

Accordingly, please review the parental consent form and the full Privacy Policy in Regard to Children Under the Age of 13, general Privacy Policy and Terms of Use for the website (the "Policies"), which are available at [sagaftra.org/coppa](http://sagaftra.org/coppa) and determine if you will provide your consent to your child's participation in the SAG-AFTRA websites.

There are two ways you can provide your consent:

- 1) You may fill out the attached form in its entirety, sign and date it then either mail, email or fax it back to the SAG-AFTRA at the address, email address or fax number provided on the form. Please also include a copy of your current valid driver's license or other similar government ID.
- 2) You may complete the form online through DocuSign, Inc., where you will have a chance to review the Policies. In addition to completing the form, you will be asked to enter certain additional pieces of information to verify your identity. The information you provide on the form will not be used to update your child's SAG-AFTRA records, except to note that you have given your consent. To complete the process online, please visit: [sagaftra.org/coppa](http://sagaftra.org/coppa).

SAG-AFTRA will retain a copy of your consent form for purposes of recording your consent and, if necessary, to contact you in the future relating your child's use of the website.

Please note that once you have submitted the required information, there may be a delay of approximately one to two business day to grant your child's access.

Thank you for your cooperation.

Sincerely,

SAG-AFTRA

## CONSENT OF PARENT OR LEGAL GUARDIAN

Please review the SAG-AFTRA Children's Privacy Policy in Regard To Children under the Age of 13, the Terms of Use and the Privacy Policy for SAG-AFTRA's websites (collectively, the "Website Policies") available at [sagaftra.org/coppa](http://sagaftra.org/coppa) before completing this form.

I hereby certify the following:

1 Please check one:

My child is under 13 years of age

My child is 13 years of age or older but under 18 years of age

I am an emancipated minor at least 13 years of age

2 I am the parent or legal guardian of \_\_\_\_\_ (insert your child's legal name)

Child's membership number \_\_\_\_\_

Child's birthdate: \_\_\_\_\_

-or-

I am an emancipated minor and my legal name is \_\_\_\_\_

My membership number \_\_\_\_\_

My birthdate: \_\_\_\_\_

To avoid delays in processing, this form should be completed by the parent or guardian who was identified during the child's membership application process.

3. If you are a parent or guardian, please initial each item below to indicate your consent:

\_\_\_\_\_ I hereby consent to my child's participation in SAG-AFTRA's websites and to the collection and use of my child's personal information as indicated in the Policies). I agree, on behalf of myself and my child, to be bound by the Policies.

\_\_\_\_\_ I hereby consent to communicate electronically with SAG-AFTRA (including via email) and for my child to communicate electronically with SAG-AFTRA without further consent from me.

\_\_\_\_\_ I represent and warrant to SAG-AFTRA that I have the authority to provide the agreements and confirmations granted in this document and SAG-AFTRA can rely on my consent without having to seek the consent of any third party.

Please note that you must agree to all items above for your child to have an account on SAG-AFTRA's website.

IF MAILING OR FAXING THIS FORM, PLEASE PROVIDE A COPY OF YOUR CURRENT VALID DRIVERS LICENSE

4. If you are an emancipated minor, please initial each item below to indicate your consent:

\_\_\_\_\_ I hereby consent to my participation in SAG-AFTRA's websites and to the collection and use of my personal information as indicated in the Policies. I agree to be bound by the Policies.

\_\_\_\_\_ I hereby consent to communicate electronically with SAG-AFTRA (including via email).

Please note that you must agree to all items above to have an account on SAG-AFTRA's website.

PLEASE PROVIDE WRITTEN EVIDENCE OF YOUR STATUS AS AN EMANCIPATED MINOR, such as copies of the court's order. SAG-AFTRA reserves the right to examine such evidence and request further information from you as a condition to your access to the iActor online casting section of the site.

5. Contact Information:

Your name: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax number \_\_\_\_\_

Email address: \_\_\_\_\_

Please initial here to confirm the email address is within your control and inaccessible to your child: \_\_\_\_\_

This information will not be used to update your child's SAG-AFTRA records, except to note your consent or to contact you regarding your child's use of the website. SAG-AFTRA may follow up with you to confirm this information, therefore it is important you provide us with the best telephone number and email address to contact you.

6 If you are submitting this form through by mail or fax, please return a fully completed, signed copy along with a copy of your driver's license or, if you are an emancipated minor, a copy of evidence of your status, by fax to: (323) 549-6775, by email to membershipservices2@sagaftra.org, or by mail to: SAG-AFTRA, 5757 Wilshire Blvd. 7th floor, Los Angeles, CA 90036, ATTN: Data Processing Dept.

By signing below, I acknowledge that I have read and understand.

AGREED:

\_\_\_\_\_ DATED: \_\_\_\_\_

[SIGN HERE]

<p>For internal use only:</p> <p>Staff Name: _____</p> <p>Type of identification _____ ID Number: _____</p> <p>ID Verified: _____</p>
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## **SAG-AFTRA ONLINE POLICIES**

### **Updated and effective as of February 9, 2017**

Thank you for visiting our site. Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA,” “us” or “we”) owns this site and all related websites and domains, as well as mobile applications or other SAG-AFTRA-controlled websites or services where these online policies are linked or posted (collectively, the “Site”).

Click to view the text of each document (all the documents together are referred to as the “Online Policies”):

- [SAGAFTRA.org Terms of Use](#)
- [SAGAFTRA.org Privacy Policy](#)
- [SAG-AFTRA Privacy Policy in Regard to Children Under the Age of 13](#)
- [Consent of Parent or Legal Guardian](#)

SAG-AFTRA is a non-profit, non-commercial organization and the Site is a non-commercial web site or online service. The Online Policies reflect our desire to comply with the laws relating to your private information, including but not limited to the Children’s Online Privacy Protection Act (“COPPA”), whether or not they may be directly applicable. These efforts do not waive any right or defense SAG-AFTRA may have.

### **SAGAFTRA.ORG TERMS OF USE**

#### **Contract between you and SAG-AFTRA**

By using our Site, you are agreeing to these Terms of Use (“Terms”) whether or not you registered with the Site. Please read these Terms carefully.

We may, from time to time, offer additional sites or services not covered by these Terms. Those additional sites or services may be covered by separate additional terms (“Additional Terms”), that will be posted on the section of the Site to which they apply. Those Additional Terms will take precedence if there is a conflict with any provision of these SAG-AFTRA Terms of Use. References to the “Terms” in these Online Policies include any Additional Terms applicable to sites or services you access or use.

We may update or change the Terms at any time. If we do, we may notify you of the changes by posting the new terms with an updated effective date. The most current version of the Terms will govern your use after the Effective Date. If you continue to use the Site after we post amended Terms, it means you agree to be bound by the changes.

In some sections, we have included a “non-legal” explanation of the section. This explanation is provided for your convenience and is not intended to limit or modify the effect of these Terms.

#### **Your Information and Account**

Some sections of the Site require you to have a user account. User accounts are currently limited to SAG-AFTRA members and certain additional categories of entertainment industry professionals.

To create an account on this Site, you must be at least 18 years of age. If you are younger than 18, your parent or legal guardian must consent to these Terms, to our Privacy Policy and to your access to and use of the Site, as well as to the collection and use of your User Content (defined below), by completing and returning the parental consent form. If you are younger than 18 but over 13 years of age and are an emancipated minor you will be required to complete the consent form and provide evidence of your status as an emancipated minor. You may visit [sagaftra.org/coppa](http://sagaftra.org/coppa) to access the required consent form.

Member-Only Access. Some features on the Site are available only to SAG-AFTRA members in good standing or members who have opted in to certain specific programs or services. You may be denied access to these features if you do not meet the then-current conditions for access or use, including if you fail to timely pay your SAG-AFTRA dues or if you are no longer a member of SAG-AFTRA in good standing.

Contact Information. If you have a user account, you are able to update certain contact information through the Site. It is important that you keep your contact information current and accurate. SAG-AFTRA will not be responsible for any problems arising from inaccurate information or from changes made to this information through the Site under your user ID, including lost or misdirected communications, billing, or residuals payments.

Passwords and User IDs. You are responsible for protecting your user ID and password (“login information”) and any other account information for the Site. You may not share your login information with anyone and you may not give anyone (including your agents, managers or other representatives) your login information to access your account. You agree to notify SAG-AFTRA immediately if you know or suspect anyone has accessed your account without authorization. SAG-AFTRA is not liable for any loss you incur as a result of someone else using your account. You may be held liable for any losses due to someone else’s use of your account.

Privacy. Our privacy policy [[link](#)] explains how we treat your personal data and protect the privacy of the personal information you submit through the Site.

## **Your Content**

Some features of the Site allow you to upload, submit, store, send or receive content, including, for example, photographs, audio, video, resumes, biographical material, or contact information (your “User Content”). You retain any intellectual property rights that you may hold in your User Content and you are responsible for everything posted or transmitted under your user ID.

We do not claim ownership in any User Content. When you upload, submit, store, send, or receive content to or through the Site, you give us (and those we work with) a non-exclusive, no-cost, perpetual, worldwide license (a legal form of permission) to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations or changes we might make for

the Site to function optimally), communicate, publish, publicly perform, publicly display and distribute your User Content. These rights are for the purpose of operating, promoting and improving the Site and our services. Where appropriate, and subject to our privacy policy, SAG-AFTRA may publish or disclose your name in connection with your User Content. By posting User Content, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post the User Content and grant SAG-AFTRA the rights contemplated under these Terms. You are responsible for proving your User Content does not violate any laws or third party rights.

*In non-legal terms: You give us permission to use any content you provide through the site, whether in connection with your iActor profile, signing a statement of support, updating your contact information, or in any other way. We use this in connection with operating the site (such as making your iActor profile available or showing your name on a list of supporters for a campaign) and in connection with the services we provide as your union. You also affirm that you have the legal right to let us use the content you provide.*

Public User Content. Some information you post, such as your iActor profile, is not private and may be accessed and viewed by others. SAG-AFTRA is not responsible for how User Content is used by third parties. When using Site features that are visible to others, like iActor, we recommend you not disclose your home address, home telephone number, or other personal information you may not want generally disclosed. Consider posting the contact information for your agent or manager instead or using a post office box and an answering service or secondary phone number.

Opt-In Lists and Content. You may have opportunities to opt in to various additional services, such as mailing lists for certain union campaigns or initiatives, supporter lists to show your support for union campaigns or initiatives, or user-generated content, such as testimonials, photographs, or videos. Additional terms may apply to these opportunities and will be indicated at the time of submission.

Inappropriate Content. You agree that your User Content will not (a) be libelous, defamatory, obscene, pornographic, abusive, threatening, or otherwise inappropriate; (b) advocate or encourage conduct that could be a criminal offense, create civil liability, or otherwise violate any applicable federal, state, local or foreign law or regulation; (c) advertise or otherwise solicit funds, goods, or services; or (d) infringe on the copyright, trademark, right of publicity or other intellectual property rights of others.

*In non-legal terms: If you post any content to our website, make sure you own it and that it doesn't violate anyone's rights or the law.*

Access to User Content. We have the right to access your User Content and to monitor your activities on the Site. We are not obligated to review or reject User Content and will not, as a regular matter, review, edit, censor, or otherwise maintain any supervisory role with regard to users' activities or materials. We can remove User Content we believe is inappropriate or that otherwise violates these Terms or any SAG-AFTRA policy.

*In non-legal terms: We can see the content you provide but we don't regularly review it. If we do find out you are posting inappropriate content, we can remove it.*

**Copies and Disclosures.** We have the right to store and make copies of User Content and to make some or all User Content available to others, subject to these Terms, any Additional Terms, and our privacy policy [insert link]. We have the right, but not the obligation, to disclose User Content if we believe disclosure is reasonably necessary to: (a) comply with law or legal process; (b) enforce these Terms; (c) respond to claims that User Content violates the rights of other parties; or (d) protect the rights, property, or personal safety of SAG-AFTRA, its members, representatives, agents, Site users, or the public.

*In non-legal terms: We will keep copies of the content you provide and might make it available to law enforcement if necessary.*

## **Modifying and Terminating our Services**

We are constantly changing and improving the Site. We may add or remove functionalities or features, and we may suspend or stop offering all or any part of the Site at any time. We may also modify, terminate, or suspend your access to the Site, or to any part of the Site, at any time for any reason, including for your failure to comply with these Terms. None of these actions will result in any liability to SAG-AFTRA.

## **Safety and Security**

We do our best to keep the Site safe, but we cannot guarantee it. We need you to do your part, which includes your agreement not to do or attempt to do any of the following:

1. provide false or misleading information about yourself or others using the Site;
2. introduce any virus, trojan horse, or other malicious or harmful code;
3. modify or change any aspect of the Site;
4. collect or store personal data about other persons on the Site;
5. violate any security features of the Site, such as accessing content or data not intended for you, or logging onto a server or account you are not authorized to access;
6. probe, scan, or test the vulnerability of the Site, or any associated system or network, or breach security or authentication measures without proper authorization;
7. disable, overburden, or impair the proper working or appearance of the Site, such as engaging in a denial of service attack or interfering with page rendering or other functionality;
8. modify, reverse-engineer, decompile, disassemble, or otherwise reduce to a human-perceivable form any of the source code used in providing the Site;
9. collect users' content or information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission;
10. solicit login information or access an account belonging to someone else;
11. facilitate or encourage any violations of these Terms or our policies.

*In non-legal terms: Please use common sense and common courtesy when using our websites. Don't do anything that is going to ruin it for other people.*

### **Third Party Sites**

We may provide links to other websites or may permit you to view other sites as part of a frame. You should not assume that we operate, control, or are otherwise connected with these websites. We are not responsible or liable to you for any third-party websites. Please be careful to read the applicable terms and conditions and privacy policy of any other website, particularly before you provide any personal information or engage in any transactions.

*In non-legal terms: We may link to other sites but we are not responsible for maintaining those sites. You should review their online policies to understand your rights while using those sites.*

### **Proprietary Rights; Intellectual Property**

We own all SAG-AFTRA copyrights, trademarks, service marks, and intellectual property as well as the graphics, text, and contents of the Site (other than User Content or licensed content) (“SAG-AFTRA Intellectual Property”). You may not use SAG-AFTRA Intellectual Property for any purpose without our express permission. The Site may also contain information and materials owned by third parties and you are not permitted to use such materials without the prior and written permission of the owner. You agree not to reproduce, sell, or exploit any portion of the Site. The copyright in the Site and its contents is the property of SAG-AFTRA, all rights reserved. SAG-AFTRA may, in its discretion, disable or terminate the accounts of users it suspects infringe copyrights or intellectual property rights of SAG-AFTRA or others.

*In non-legal terms: We own the content on the site or we have permission from other parties to post it. We also own the various names and logos. Please do not use it without permission.*

If you believe your copyright has been violated by any content on the Site, you can notify SAG-AFTRA's Designated Agent as follows: Legal Department, SAG-AFTRA, 5757 Wilshire Blvd., 7th Floor, Los Angeles, CA 90036-3600, by facsimile to (323) 549-6624 or by email to [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org). Please send any notice ATTN: Copyright Agent, Legal Department. You may view the SAG-AFTRA Copyright Policy at [sagaftra.org/content/copyright](http://sagaftra.org/content/copyright).

### **Unsolicited Materials and Ideas**

We are happy to hear from our users and welcome feedback regarding our Site. If you do send any unsolicited submissions to us, those submissions become our property and may be used as we see fit without any compensation, credit, or notice to you. By sending an unsolicited submission you waive the right to make any claim relating to our use of such submission.

### **Linking to the Site**

We do not object to links made to the publicly accessible areas of the Site but we ask that you follow these guidelines:



1. Notification. Please notify SAG-AFTRA before you include a link to the Site on any business website. Notification should be sent to SAG-AFTRA at [sagafrainfo@sagaftra.org](mailto:sagafrainfo@sagaftra.org) or through the Contact Center by clicking “Contact Us”.
2. Plain Text Links. Links should be plain text using the names: “Screen Actors Guild-American Federation of Television and Radio Artists” or “SAG-AFTRA” (please do not refer only to “SAG” or “AFTRA”). Unless we agree in writing, you may not use any of our logos, designs, images, photographs, or slogans, or any other trademark or service mark. Because we frequently update content, we recommend that your links point only to the home page – [sagaftra.org](http://sagaftra.org).
3. No Endorsements. You may not link to any part of the Site or make reference to SAG-AFTRA in a manner that inaccurately suggests SAG-AFTRA has a relationship or affiliation with you or your site or that suggests SAG-AFTRA endorses, sponsors or recommends you, your site, or the information, products, or services on your site.
4. Restriction. Unless we agree in writing, you may not incorporate any part of the Site or its content into another site (such as by in-lining or framing or other formats). You may not use SAG-AFTRA’s names, logos, designs, images, photographs, slogans, trademarks, service marks, or any other words or codes identifying SAG-AFTRA or the Site in any metatag or other information used by search engines or information location tools to identify and select sites.

*In non-legal terms: Please feel free to link to the website (preferably the front page because other pages may change). If you do so, please do not use our logos and please do not make it look like we are endorsing you or your business. If you do link to us from a business site, please let us know.*

### **Online Cast Clearance (Station 12)**

An online work clearance system is accessible to certain registered users involved in the casting and hiring of SAG-AFTRA-represented talent. By accessing the system, you represent and warrant that you will use it only to clear talent you have hired for a SAG-AFTRA-covered project. You may not use this system to "pre-clear" multiple candidates for a role.

### **iActor (for Casting Professionals)**

SAG-AFTRA may grant casting directors and other industry professionals involved in the casting function (“Casting Professionals”) access to the iActor online casting service to find talent for SAG-AFTRA signatory productions. Access will be granted for limited durations, in our discretion. This section relates to Casting Professionals’ use of iActor.

You agree that your use of iActor and any information SAG-AFTRA members have provided through the iActor service (“Member Information”) will be only for the limited purpose of finding and contacting SAG-AFTRA members and/or their representatives for legitimate offers of employment in SAG-AFTRA -signatory productions and for no other purpose. The Member

Information may include personally identifiable information, contact information and other information our members may not want publicly known. By accessing iActor, you agree that you will maintain the confidentiality and security of any Member Information obtained through iActor and that you will use it only for bona fide casting purposes. You agree not to publicly distribute Member Information, post it publicly, or otherwise make it publicly available.

In addition to any other indemnification provided by you under these Terms, you agree to indemnify, hold harmless and, at our option, defend the SAG-AFTRA parties (as defined below) from and against any and all claims and damages (including attorneys' fees and court costs) arising from or relating to your use of iActor and any Member Information you receive through your use of iActor and/or from any violation of this section.

*In non-legal terms: iActor access is only provided for legitimate casting purposes. If you are using iActor to cast your project, please respect the privacy of our members and use the information for proper purposes. If you use information improperly, you will be responsible for any legal costs we incur as a result.*

### **Sign Online / Online Signatory Application (for Producers)**

We offer an online signatory process that allows producers of certain types of production(s) to become signatory to a SAG-AFTRA contract (the "Signatory Site"). The Signatory Site requires the creation of a separate account (with a separate password) which is subject to these Terms as well as Additional Terms pertaining to the unique aspects of the Signatory Site. Accounts on the Signatory Site are currently limited to US-based producers only.

### **Your Indemnity Obligation**

You agree to indemnify, hold harmless and, at our option, defend SAG-AFTRA, its partners, suppliers, licensors, officers, directors, owners, employees, representatives, contractors and agents, and sub-licensees (the "SAG-AFTRA Parties") from any and all claims and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding: (1) your use of the Site; (2) the use of any User Content or information you provide; (3) information or material provided through your account, even if not posted by you; and (4) your violation of these Terms.

*In non-legal terms: If someone brings a claim against us for something you did in connection with the Site or your account, you will be responsible for our legal costs and any judgment against us.*

### **Disclaimer of Warranties – Use the Site at Your Own Risk**

THE SITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND WITHOUT WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SAG-AFTRA DOES NOT WARRANT THAT ANY USE OF THE SITE WILL BE SECURE. YOU ARE USING THE SITE AT YOUR OWN RISK. SAG-AFTRA DOES NOT

WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. SAG-AFTRA MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION CONTAINED IN OR LINKED TO THE SITE.

*In non-legal terms: This means that you use the site as it is. Of course, we try our best to make sure the site is secure, that it will function properly and that there won't be errors in the information we provide, but we can't guarantee it.*

### **No Responsibility for Third Parties**

THE SAG-AFTRA PARTIES ARE NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THIRD PARTIES, SUCH AS ADVERTISER, LINKED PARTY, OR ANY OTHER PARTY PROVIDING SERVICES TO THE SITE OR TO YOU. THE SAG-AFTRA PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY "HACKERS" OR FOR THOSE WHO MIGHT DISRUPT OR ALTER THE SITE OR TAKE OR ALTER MATERIAL YOU PROVIDE.

*In non-legal terms: There are bad people out there who may try to steal your information or damage the website, and there are good people who we may link to who may make mistakes. We are not responsible for their actions.*

### **Seek The Advice of Your Own Lawyer**

THE INFORMATION CONTAINED IN THE SITE IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT MEANT TO BE LEGAL, FINANCIAL OR OTHER ADVICE. PLEASE CONSULT WITH YOUR OWN LAWYER, FINANCIAL ADVISOR OR OTHER TRUSTED ADVISORS REGARDING ANY LEGAL, FINANCIAL OR OTHER MATTERS. YOU SHOULD NOT TAKE OR REFRAIN FROM TAKING ACTION BASED ON INFORMATION FROM THE SITE.

*In non-legal terms: We may provide information on the website that sounds like advice. Each person's situation differs, so you should always consult your own advisors rather than relying on general information on the website.*

### **Liability for Our Services**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SAG-AFTRA PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR COSTS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY OR THROUGH THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SAG-AFTRA PARTIES SHALL NOT BE LIABLE TO YOU FOR:

- ANY DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS,

- PERSONAL INJURY OF ANY SORT,
- COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, LIBEL, SLANDER, INVASION OF PRIVACY, INTERFERENCE WITH THE RIGHTS OF PUBLICITY, LOSS OF GOODWILL,
- LOSS OF DATA, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, BREACH OF CONTRACT,
- WORK STOPPAGE, FAILURE TO PAY FOR SERVICES OR WORK, OR FAILURE TO PROVIDE ACCESS TO THE SITE FOR ANY PERIOD OF TIME.

THIS LIMITATION WILL APPLY REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

THESE DISCLAIMERS AND LIMITATIONS MAY BE LIMITED BY THE LAWS OF CERTAIN JURISDICTIONS AND ARE APPLICABLE TO THE EXTENT PERMITTED BY LAW.

*In non-legal terms: Your use of the site is at your own risk and we cannot be held responsible financially for damages you incur through the site unless the law says otherwise.*

## **Disputes**

**If a dispute arises relating to the Site, we each agree to resolve those disputes through binding arbitration or in small claims court instead of in a court of general jurisdiction. Any arbitration under the Online Policies will take place on an individual basis and not in a class, consolidated, or representative action unless we both agree that it would be in the interest of justice to proceed with a class-wide claim.** The Federal Arbitration Act and federal arbitration law apply to the Online Policies.

**The arbitration process is less formal than a lawsuit in court. A neutral arbitrator will hear the case instead of a judge or jury. Discovery is more limited in arbitration and the arbitrator's award is subject to very limited review by courts. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and the arbitrator will follow these Online Policies as a court would.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our General Counsel, Legal Department, SAG-AFTRA, 5757 Wilshire Blvd., 7th Floor, Los Angeles, CA 90036-3600. The arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, or if the Commercial Arbitration Rules are not applicable, such other rules as AAA may deem applicable, in effect as of the Effective Date of these Terms, utilizing its Expedited Procedures if the claim qualifies, or such other arbitration provider (utilizing rules substantially similar to the AAA rules) as we may mutually agree. The AAA's rules are available at [www.adr.org](http://www.adr.org). Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules. For claims totaling less than \$10,000, we will pay or reimburse the AAA fees, unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitration may be conducted by telephone, by videoconference, based on written submissions, or in person at a mutually agreed location.

If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial, to the extent permitted by law.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Regardless of where the claim is brought, the Online Policies are subject to and shall be interpreted under the laws of the state of California applicable to agreements wholly performed there, without regard to conflicts of laws rules, and the laws of the United States, where applicable. You agree to file any claim regarding any aspect of this Site or these Terms within two years of the time in which the events giving rise to such claim began, or you agree to waive such claim.

### **SAG-AFTRA Transfer Right**

SAG-AFTRA may sell, assign, or otherwise transfer any or all of its rights in the Terms and the Online Policies, the User Content, or the Site to any other party.

### **Miscellaneous**

The Site is provided by Screen Actors Guild-American Federation of Television and Radio Artists, located at 5757 Wilshire Blvd., 7th Floor, Los Angeles, CA 90036-3600. If you have any complaints about the Site, you can contact SAG-AFTRA at the above address. Please be sure to address such correspondence ATTN: Legal Department/Website Policies. You may also contact the Contact Center by phone at (855) 724-2387 or by email to [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org).

The Terms are the complete understanding between you and SAG-AFTRA with respect to its subject matter.

A waiver of any provision of the Terms, or any claimed breach of these Terms, shall not be deemed a waiver of any other provision or breach. All remedies available to SAG-AFTRA in the Terms and under applicable law are cumulative and the exercise by SAG-AFTRA of any remedy shall be without prejudice to SAG-AFTRA's exercise of any other rights or remedies available to SAG-AFTRA.

If any portion of the Terms is held invalid or unenforceable it shall not affect the validity or enforceability of the rest of the Terms. All of the provisions of this Agreement shall survive the termination of the Terms for any reason.

You agree, except as expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

**Effective Date:** The effective date for these Terms is February 9, 2017.

## SAGAFTRA.ORG PRIVACY POLICY

Updated and effective as of February 9, 2017

This Privacy Policy applies only to information collected by SAG-AFTRA through SAG-AFTRA-controlled websites, SAG-AFTRA mobile applications, and other websites or services where these policies are linked or posted (the “Services”). Some Services may have a specific, separate Privacy Policy that will govern use of those Services and the terms of any such separate policy takes precedence over this Privacy Policy. The Privacy Policy describes:

1. The information we collect and how we collect it
2. Personal Information We Collect From Third Parties
3. What we do with the information we collect
4. How we share and disclose user information with third parties
5. California “Do-Not-Track” disclosure requirements
6. How you can access and update your information
7. How we protect information
8. Linked sites and advertisements
9. Use of the Services by users from outside the United States
10. How to contact us
11. Your California privacy rights
12. No third party rights
13. Changes to this Privacy Policy

**1. The Information We Collect and How We Collect It.** How we collect and store information depends on the websites you visit, the activities in which you participate, and the Services you use. You can use some of the Services without providing any information other than that automatically collected as described below.

**1.1. Member Registration Information.** In order to register for certain sections of the Services, you may be required to provide or confirm personal information including your legal name, professional name, address, business contact information, representation and representation contact information, telephone numbers, fax numbers, email addresses, geographic branch with which you are affiliated, member number, the last four digits of your social security number, and other information to verify your identity. You will also be asked to create a password and to provide a password hint, to be used in the event you forget your password.

**1.2. Other Information You Provide.** We may collect information about you during your use of the Services. This may include your name, username, password, email address, postal address, phone number, mobile phone number, payment information, gender, birth year, and information you provide or allow us to access when you do certain things, such as:

- Enter registration information for one or more of our Services
- Update your billing address and other addresses at which we communicate with you
- Participate in voting or polling activities
- Request certain features (e.g., newsletters, updates, and other products)

- Sign petitions or statements of support in connection with union campaigns
- Submit content to support various campaigns or initiatives
- Register to attend events
- Sign up to receive SMS (text message) notifications
- Download or use one of our mobile applications
- Enter a sweepstakes, lottery, or contest or register for a promotion
- Request additional information from us

**1.3. Device and Usage Information.** We may automatically collect information about the computer or devices (including mobile devices) you use to access the Services. For example, we may collect and analyze information such as IP addresses, geolocation information (as described in Section 1.4 below), unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language, operating system, the state or country from which you accessed the Services, the ways in which you interact with the Services, (such as platform type, pages and content viewed, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information).

**1.4. Location Information.** We may collect information about your location, including general information (such as IP address and zip code) and more specific information (such as GPS-based functionality on mobile devices used to access the Services), and may use that information to customize the Services with location-based information, advertising, and features. For example, if your IP address indicates an origin in Los Angeles, the Services may be customized with Los Angeles-specific information and advertisements. In order to do this, your location information may be shared with our agents, vendors, or advertisers. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

**1.5. Cookies.** When you use the Services, we use persistent and session cookies and other similar tracking technologies to: (a) store your username and password; (b) analyze the usage of our sites and Services by collecting the information discussed in 1.3 above; (c) customize the Services to your preferences; and (d) control the content displayed by the Services, as well as content that may be displayed on other websites or mobile applications. We and our vendors may also use other Internet technologies, such as Flash technologies, Web beacons or pixel tags, and other similar technologies, to deliver or communicate with cookies and track your use of the Services, as well as to serve you ads when you are using our Services or when you are on other websites when those cookies can be accessed. We also may include Web beacons in e-mail messages or newsletters to determine if the message has been opened and for other analytics.

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, you may not be able to sign in, customize, or use some of the interactive features of the Services.

**1.6. Aggregate or De-Identified Data.** We may aggregate and/or de-identify information collected by the Services or via other means in a manner not intended to identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation for any purpose.

**1.7 Surveys.** SAG-AFTRA may periodically conduct surveys or engage others to conduct such surveys. SAG-AFTRA encourages you to participate to provide SAG-AFTRA with important information that helps SAG-AFTRA to improve the types of services SAG-AFTRA offers and how SAG-AFTRA provides them. Participation in SAG-AFTRA's surveys is voluntary.

**1.8 Online analytics.** We may use third-party web analytics services on our Services, such as those of Google Analytics. These service providers help us analyze how users use the Services, including by noting the third-party website from which you arrive. The information (including your IP address) collected by the analytics services will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-out Browser Add-on by visiting: <https://tools.google.com/dlpage/gaoptout>

**1.9 Credit Card Data.** When you make payments by credit card, you provide your credit card information but such information shall be used only to process your payment and shall not be retained by SAG-AFTRA. We may use third party services to process your credit card transaction.

**1.10 Eligibility Information.** To access information about your eligibility to join SAG-AFTRA, you will be required to post your social security number and first and last names. This information will be used by SAG-AFTRA only for the limited purpose of communicating with you about your eligibility.

**1.11 Unclaimed Residuals and Foreign Royalties.** To access information about whether SAG-AFTRA is holding any unclaimed residuals or foreign royalties on your behalf, you will be required to post your first and last names. This information will be used by SAG-AFTRA only for the limited purpose of providing your search results.

**1.12 Resume Data in iActor.** On the iActor online casting part of the Services, you may enter resume data about yourself, such as your name, address, professional experience, representation, special skills and training, physical characteristics, portrayable age range, head shots, sound clips, video clips, contact and representation information, and other data relevant to your potential employment under our signatory contracts ("Resume Data"). Resume Data may also include data SAG-AFTRA enters automatically from your member records and you are responsible for confirming the accuracy of such information. See Section 2.2 below for how we use your Resume Data.

***NOTE: Information you post through iActor is not private and may be accessed and viewed by others. SAG-AFTRA is not responsible for how such information is used by third parties. We recommend that you not disclose your home address, home telephone number or other personal information you may not want generally disclosed. Consider posting the contact information for your agent or manager instead. If you do not have an***



*agent or manager, consider obtaining an alternate phone number and using a dedicated email address.*

## **2. Personal Information We Collect From Third Parties**

We may also collect information about you from third parties, including information from your agent, manager or other representatives; from producers that are signatory to our collective bargaining agreements, as well as from their casting, payroll, legal and other service providers; from the SAG-AFTRA Health Plan, the SAG-Producers Pension & Health Plan and/or the AFTRA Health & Retirement Plan; from the SAG-AFTRA Foundation; and from other third-party sources. We may append this information to the information we have on file for you and share it with others consistent with this Policy.

## **3. What we do with the information we collect**

### **3.1 General Uses**

- For the purposes for which you provided it;
- In connection with providing services to you;
- To send you information about your relationship or transactions with us;
- To send you alerts or other communications via SMS messages or other media or networks;
- To notify you about new features of the Services, special events, services, and special offers;
- To administer sweepstakes, lotteries, and contests;
- To process and respond to your inquiries;
- To contact you with information that we believe will be of interest to you;
- To attribute content that you make available through the Services;
- To generate and review reports and data about our user base and Service usage patterns;
- To perform analytics and research aimed at improving the accuracy, effectiveness, usability, or popularity of the Services;
- To improve the content and features of the Services or develop new Services;
- To allow us to personalize the content that you see on the Services and to understand how users interact with and use our advertisements and Services;
- To enforce the legal terms that govern your use of the Services;
- To administer and troubleshoot the Services; and
- To associate your activities, customize content, or tailor information across different devices and browsers that you use to access the Services (for instance, computers, tablets, mobile devices, applications and websites).

**3.2 Resume Data in iActor.** Your Resume Data will not be available for viewing by third parties until you register your iActor account and elect to make your Resume Data viewable. Your Resume Data is specifically intended by you to be made available to third parties such as casting directors, producers, directors, agents, and others and may be used by such parties to contact you

and evaluate your potential employment. You hereby authorize SAG-AFTRA to make all such disclosures of your Resume Data to third parties as contemplated in the iActor Member Guide and this Agreement. SAG-AFTRA may disclose your Resume Data via the Internet, in published directories, or by any other means. SAG-AFTRA is not responsible for ensuring the identity or motivations of such third parties and you release SAG-AFTRA from any liability or responsibility for the actions or omissions by recipients of your Resume Data.

#### **4. How we share and disclose user information with third parties.**

We may make your information available to other companies, websites, applications, or people in the circumstances described below:

- We may share your information with affiliated and non-affiliated third parties: (a) in order to provide our services, or other services or products that you have requested; (b) when we have your permission; or (c) as described in this Privacy Policy.
- We may share your information with any parent, subsidiary or affiliate of SAG-AFTRA, or any of their agents, in order to provide the Site, the Services, or to communicate with you on our behalf.
- We may share your name and contact information with Screen Actors Guild Awards, LLC, and associated vendors (including vendors engaged by motion picture and television companies representing prospective or actual nominees in connection with “For Your Consideration” communications and screeners) for purposes of allowing you to participate in activities related to and voting for the Screen Actors Guild Awards and to receive benefits and other communications from Screen Actors Guild Awards vendors.
- We may also disclose your information to third parties we have contracted with to perform certain services on our behalf or to administer certain member benefits. Additionally, we may share your information with third parties, such as with the SAG-AFTRA Health Plan, SAG-Producers Pension & Health Plan and/or the AFTRA Health & Retirement Plan, or any successor benefit plan and with the SAG-AFTRA Foundation.
- In the course of administering claims under our industry agreements (for example, in collecting and distributing unpaid theatrical or television residuals), we may use and disclose information relating to the individuals affected by the claim, regardless of the manner by which that information was collected. This may include information provided through the Services.
- If you opt-in to receive residuals by direct deposit, we will share information with our service provider for the purpose of facilitating the direct deposit services. You may be required to agree to the service provider’s policies, including with regard to use of your personal information, as a condition of registering for the service.
- We may provide information to your agents, managers, and other representatives, including as part of our “residuals tracker” feature offered to our franchised agents.
- We may disclose your information in response to any subpoenas, court orders, or other legal process we receive, or to establish or exercise our legal rights or to defend against legal claims.

- We may share your information with third-parties with whom we have a contractual relationship, including without limitation third-party advertisers and advertising networks should we decide to offer advertising through the Services.
- We may disclose your information when we believe in good faith that such disclosure is appropriate in order to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of this Privacy Policy or the Terms of Service for the Services you accessed, and/or to protect the rights and property of SAG-AFTRA, our employees, members, users and the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.
- SAG-AFTRA may engage a third party to conduct surveys and will use reasonable efforts to have them agree to keep your information confidential but SAG-AFTRA is not responsible for their failure to comply with such agreement.
- We may aggregate and/or de-identify your information so that the information no longer relates to you individually. Our use and disclosure of such aggregated or de-identified information is not subject to this Privacy Policy, and may be disclosed to others without limitation and for any purpose.

**5. California “Do Not Track” Disclosure Requirements.** Do Not Track is a privacy preference that users can set in their web browsers. When a user turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the user. We deploy cookies, tracking pixels, web beacons, and other technologies on our websites. Those tools may be used to collect information about you and your internet activity, even if you have turned on the Do Not Track signal. At this time, we do not respond to Do Not Track browser settings or signals. For information about Do Not Track, visit [www.allaboutdnt.org](http://www.allaboutdnt.org).

**6. How you can access and update your information.** If you do not wish to receive e-mail or other correspondence related to SAG-AFTRA’s or other parties’ marketing, promotions, products, or services, please follow the procedures outlined in the Email Opt-Out page at [sagaftra.org/email-opt-out](http://sagaftra.org/email-opt-out). You may change or delete the information you provide, other than Resume Data, by accessing your online account, but this may impact our ability to provide services to you. If you desire to cease using iActor, please remove all Resume Data in your iActor account.

**7. How we protect information.** SAG-AFTRA follows generally accepted industry standards to protect personal information submitted to us. We limit access to personal information about you to our employees and agents who we believe need that information to provide services to you. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, SAG-AFTRA cannot guarantee its security. Further, SAG-AFTRA will not be liable for any inadvertent disclosure of any information by SAG-AFTRA or any other parties in any manner inconsistent with the provisions of this Privacy Policy.

**8. Linked sites and advertisements.** We may provide links to other websites, or permit you to view other sites as part of a frame, each of which may have data collection and use practices and

policies that differ materially from this Policy. We are not responsible for the availability, content, or practices of any website other than those under our control. Therefore please be careful to read the applicable terms and conditions and privacy policy of any other website before you provide any personal information. SAG-AFTRA is not responsible for the actions of such other parties in any manner whatsoever, including but not limited to any violation of their privacy policies, terms of use or otherwise. SAG-AFTRA does not endorse any of these web sites, companies, organizations, or services or the content of any of these web sites.

**9. Use of the Services by users from outside the United States.** The Services are hosted in the United States and are governed by United States law. If you are using the Services from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our databases are operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Services, you consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in our Privacy Policy and processed in those facilities.

**10. How to Contact Us.** If you have any questions, comments, or concerns regarding our Privacy Policy or practices, you may contact the Contact Center by phone at (855) 724-2387 or by email to [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org).

**11. Your California Privacy Rights.** California law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties. It is our policy to not disclose personal information for direct marketing purposes and to expressly prohibit such uses. If you are a California resident and would like to request this information, please submit your request in an email to [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org).

**12. No Third Party Rights.** This Privacy Policy does not create rights enforceable by third parties.

**13. Changes to this Privacy Policy.** SAG-AFTRA reserves the right to change this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. Please check this page periodically for changes. Your continued use of the Services following the posting of changes to this Privacy Policy will mean you accept those changes.

## **SAG-AFTRA PRIVACY POLICY IN REGARD TO CHILDREN UNDER THE AGE OF 13**

This privacy policy in regard to children under the age of 13 (“Children’s Privacy Policy”) relates to the website at [www.sagaftra.org](http://www.sagaftra.org) and all related domains - including [sag.org](http://sag.org), [aftra.org](http://aftra.org), [aftra.com](http://aftra.com), [sag-aftra.com](http://sag-aftra.com), and [sagaftra.org](http://sagaftra.org) – (collectively, the “Site”). The Site is provided by Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA,” or “us”) located at 5757 Wilshire Blvd., Los Angeles, CA 90036-3600, ATTENTION: Legal Department/Website Terms of Use and Privacy Policy, email [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org), and the name of SAG-AFTRA’s agent is Duncan Crabtree-Ireland, General Counsel, located at 5757 Wilshire Blvd., Los Angeles, CA 90036-3600. This Children’s Privacy Policy is incorporated by reference into the Terms. Portions of this Children’s Privacy Policy pertain to the iActor online casting area of the Site (also accessible via [www.iactor.org](http://www.iactor.org) and [www.iactor.com](http://www.iactor.com)) and other functionality available only to Guild members in good standing.

SAG-AFTRA encourages parents and legal guardians to become involved in the online activities of their children and to discuss the child’s use of the Internet and disclosure of information to any parties.

If you are under the age of 13, you must provide your parent’s or legal guardian’s email address or other contact information from which SAG-AFTRA may obtain your parent’s or legal guardian’s consent before you give out any information on the Site. Please have your parent or guardian visit [sagaftra.org/coppa](http://sagaftra.org/coppa) to fill out the parental consent form.

Although the Site is not directed at children under the age of 13, we recognize that some of our members are under the age of 13 and that they may want to participate in all of the benefits SAG-AFTRA offers via the Site. Full participation in the Site requires the collection and submission of personally identifiable data. Rather than restricting access to the Site to those 13 years of age or older, SAG-AFTRA has opted to make its online services available to all of its members. In doing so, SAG-AFTRA desires to comply with the requirements of The Children’s Online Privacy Protection Act (COPPA), which was established by Congress to protect children’s online privacy. COPPA requires that Web site operators adhere to specific guidelines regarding the collection and handling of personally identifiable information about children under the age of 13. For more information about COPPA and your child’s rights to online privacy, visit the Children’s Privacy section of the FTC’s website here (or you may visit [FTC.gov](http://FTC.gov) and search “Children’s Privacy”).

COPPA requires that website operators provide parents with certain information and obtain parental consent prior to permitting children under the age of 13 to access and use the Site.

- **A. What types of information do we collect about children?**

1. Children can view content on the public portion of the Site without any personal information being collected. We do not knowingly collect personal information from children unless they register for an account to access the sections of the Site requiring a login.

2. During our registration process we may collect a child's first name and last name, parent's e-mail address, parent's telephone number, child's birth date, SAG-AFTRA member number, last four digits of the child's social security number, member category, and password. The child is also asked to provide a password hint, to be used in the event the password is lost or forgotten. We may collect birth dates to validate the ages of our guests, including children. We may also collect a child's e-mail address for the purpose of sending the child e-mails related to their activity with SAG-AFTRA and on the Site. Note that all sites that are directed to children under 13 are prohibited by law from conditioning a child's participation in an online activity on the child providing more personal information than is reasonably necessary.
3. We may collect personal information from parents in order to allow kids to participate in certain features located on our Sites. These features may include job boards, instant message chatting, sending e-mail, posting and sending resumes, posting on message boards, submitting videos photographs or other testimonial content, interacting with third parties, and other similar activities. In the course of a child's participation in these features, a child may also provide us additional information about himself or herself, such as the contents of his or her chat or message board postings. We also allow registered users to update their contact information or other SAG-AFTRA records.
4. If a parent allows us to collect personal information about their child, the child will have access to and be able to use the iActor online casting area of the Site. On iActor a child may enter resume data about himself or herself, such as name, address, professional experience, representation, special skills and training, physical characteristics, portrayable age range, head shots, sound clips, video clips, and other data relevant to his or her potential employment as an actor ("Resume Data"). Resume Data may also include data SAG-AFTRA enters automatically from a child's member records. We recommend that our members not disclose their home address, home telephone number, or other personal information they may not want generally disclosed. This is of particular concern in the case of children. Consider posting the contact information for your child's agent or manager or the parent's office contact information instead. If you do not have an agent or manager, consider obtaining an alternate phone number and using a dedicated email address.
5. If a parent allows us to collect personal information about their child, we will permit the child to access and use the iActor online casting area of the Site. On iActor a child may enter resume data about himself or herself, such as name, address, professional experience, representation, special skills and training, physical characteristics, portrayable age range, head shots, sound clips, video clips, and other data relevant to his or her potential employment as an actor ("Resume Data"). Resume Data may also include data SAG-AFTRA enters

automatically from a child's member records. Please see the iActor Member Guide and Tutorial, as it may be updated from time to time (the "iActor Member Guide"), for more information on the types of data collected in the iActor portion of the Site. We recommend that our members not disclose their home address, home telephone number, or other personal information they may not want generally disclosed. This is of particular concern in the case of children. Consider posting the contact information for your child's agent or manager instead of the parent's office contact information. If you do not have an agent or manager, consider obtaining a post office box and an answering service.

- **B. How do we use and share the personally identifiable information that we have collected about children?**
  1. To personalize communications from SAG-AFTRA to a child (such as news and updates), we may use the child's name and mailing address or email address. We may collect a child's e-mail address in order to send communications relating to his or her membership in SAG-AFTRA. SAG-AFTRA may, from time to time, contract with third parties to perform these communication services on its behalf and may disclose a child's information to such third parties. In addition, personal information regarding a child may be disclosed in the course of a child's participation in certain interactive features such as message boards.
  2. Registered users are able to update their contact information of record with SAG-AFTRA. The information collected may include the child's address(es), phone number(s), and email address(es). This includes the child's primary contact information, the child's billing address, and the address to which the child wishes residuals to be sent. SAG-AFTRA may also, from time to time, share a child's information with the SAG-AFTRA Health Plan, the SAG-Producers Pension Plan and/or the AFTRA Health & Retirement Plan, or any successor benefit plan. SAG-AFTRA may also, from time to time, disclose a child's information to affiliates or to third parties it has contracted with to perform certain services on its behalf or to administer certain member benefits. For example, each year, SAG-AFTRA discloses members' names and contact information, including such information pertaining to members under the age of 13, to its affiliate, Screen Actors Guild Awards, LLC, and associated vendors (including vendors engaged by motion picture and television companies representing prospective or actual nominees in connection with "For Your Consideration" communications and screeners) for purposes of allowing members to participate in activities related to and voting for the Screen Actors Guild Awards and to receive benefits and other communications from Screen Actors Guild Awards vendors. Additionally, SAG-AFTRA may disclose, via its Actors to Locate Service, contact information for the child's agent, if any, or the child's business contact phone number.
  3. In the course of administering claims under its industry agreements (for example, in collecting and distributing unpaid theatrical or television residuals), SAG-

AFTRA may use and disclose information relating to the members affected thereby, regardless of the manner by which that information was collected. This may include information provided through the Services.

4. SAG-AFTRA allows its members to pay their membership dues through the Services. Through the Dues Online feature, SAG-AFTRA collects certain information necessary to complete the transaction, including a credit card number, expiration date and security code, and the billing address associated with the card. This information is shared with the third party credit card processor and is used solely for the purposes of completing the authorized transaction.
5. The iActor portion of the site is intended to serve as a “job board.” On the iActor portion of the site, Resume Data is specifically intended to be made available to third parties such as casting directors, producers, directors, agents, and others and may be used by such parties to contact the child and evaluate his or her potential employment. Such third parties can search and view Resume Data of participating Guild members and Guild members may communicate directly with such third parties, including transmission of resume data to them. You hereby authorize SAG-AFTRA to make all such disclosures of the child’s Resume Data to third parties as stated above and contemplated in the iActor Member Guide. Third parties will be required to agree that they may use such information only to contact the child or his or her representative for legitimate employment opportunities and to keep such information confidential and secure, but SAG-AFTRA cannot make any guarantees of compliance by third parties and SAG-AFTRA will not be responsible in any manner should such parties fail to comply with such agreement.
6. If a child or his or her representatives opt-in to receive direct deposit of residuals payments, SAG-AFTRA will share information regarding the child to our service provider for the limited purpose of facilitating the direct deposit services for such child. The child and his or her representatives may be required to agree to the service provider’s policies, , including with regard to use of your personal information, as a condition of registering for the service.
7. We may provide residuals information to a child’s agents, managers, and other representatives as part of our “residuals tracker” feature offered to our franchised agents.
8. Except as otherwise disclosed in this Policy, we do not share any information about a child with any affiliated entity or with any third parties unless the disclosure is reasonably necessary: to comply with law, including, for example, to comply with a court order or subpoena; to enforce our Terms of Use or site rules; or to protect the safety and security of our guests and our Web sites.



- **C. How do we notify and obtain consent from parents for the collection of information from a child?** Before allowing a child to use a feature of our Web sites that might result in the disclosure of the child's information to third parties on the Internet, we require the parent to consent to this Children's Privacy Policy, our Terms of Use, and our more general Privacy Policy and to provide us with evidence confirming their identity, as discussed in our consent process below. This information is retained by us as evidence that we received parental consent.
- **D. How can parents access, change or delete personally identifiable information about their child?**
  1. Parents may at any time refuse to permit us to collect further personal information from their child through the Services. We use two methods to allow parents to access, change, or delete the personally identifiable information that we have collected from their child.
    - (a) A parent may access, change, or delete his or her child's personal information by logging on to the child's account located at SAGAFTRA.org. The parent will need to have their child's member name and password. If your child has forgotten the password, click on 'Forgot Password?' link on the home page and follow the instructions
    - (b) A parent may contact our Contact Center to access, change, or delete the personal information that we have collected from his or her child by sending an e-mail to [sagaftrainfo@sagaftra.org](mailto:sagaftrainfo@sagaftra.org). Please include the child's member name and the parent's e-mail address in the e-mail so that we can better assist you with your inquiry or request.

Please note that only the parent identified in the child's records may submit these requests.

- **E. How will we notify parents if our Children's Privacy Policy changes?**  
We may amend our Children's Privacy Policy at any time. We may provide notice to parents by e-mail regarding any material changes in the way we intend to collect, use, and/or share a child's personal information. Please note that, at all times, parents should update their personal information to provide us current e-mail addresses. We will apply material changes in our Children's Privacy Policy only in conformance with applicable law, including any applicable provisions of COPPA that require parental consent.
- **F. Who do parents contact with questions or concerns about our Children's Privacy Policy?**  
**If you need further assistance, please contact us at:**  
SAG-AFTRA  
5757 Wilshire Blvd.  
Los Angeles, CA 90036-3600,  
**ATTENTION:** Legal Department/Website Children's Privacy Policy

**Facsimile:** (323) 549-6624

**E-mail:** [sagafrainfo@sagafta.org](mailto:sagafrainfo@sagafta.org).

You may also telephone us at (855) 724-2387. (If you are not 18 years of age or older, you must have your parent or guardian's permission to call this number.

## **CONSENT OF PARENT OR LEGAL GUARDIAN**

As you may be aware, state and federal law, including the Children's Online Privacy Protection Act ("COPPA"), require website operators to implement certain protections prior to granting children access to interactive functions of the website. Certain features of SAG-AFTRA's websites require the collection, use and disclosure of personally identifiable information, so we have implemented a policy that requires verifiable parental consent before users under the age of 18 can register on the site.

We realize that parents are often the primary users of their child's account. However, if a child is the account-holder of record and our records indicate that child is under the age of 18, we will assume that the child is the one accessing the site and we therefore must take these steps.

There are two ways you can provide your consent:

- 1) You may download the website policies and parental consent form, fill out the form completely, sign and date it then either mail or fax it back to the SAG-AFTRA at the address or fax number provided on the form. Please also include a copy of your current valid driver's license or other similar government ID. Please visit [sagafta.org/coppa](http://sagafta.org/coppa) to download the form
- 2) You may complete the form online through DocuSign, Inc., where you will have another chance to review our website policies before e-signing. In addition to completing the form, you will be asked to enter certain additional pieces of information to verify your identity. The information you provide on the form will not be used to update your child's SAG-AFTRA records, except to note that you have given your consent. Please visit [sagafta.org/coppa](http://sagafta.org/coppa) to start the online consent process.

SAG-AFTRA will retain a copy of the consent form for purposes of recording your consent and, if necessary, to contact you in the future relating your child's use of the website.

Please note that once you have submitted the required information, there may be a delay of approximately one business day to grant or restore your child's access.

If you have any questions, please contact the Contact Center by phone at (855) 724-2387 or by email to [sagafrainfo@sagafta.org](mailto:sagafrainfo@sagafta.org).