

# Subscription Agreement

This contract (the "Agreement") constitutes a legal agreement between us, Dirickson Law, PLLC d/b/a "Talent Shield" ("Talent Shield", "we", "us", "ours" and similar words) and you (the "Primary Member", "you", "yours" and similar words), for the use of one of the following Subscription Plans, including the Gold Package, Platinum Package, and the Diamond Select Package (sometimes described as Subscription Plan(s)). This Agreement is effective as of the date you purchase a Subscription Plan membership or accept a free trial thereof, if applicable (the "Effective Date"). If you sign up for a Subscription Plan or a free trial thereof (if applicable), you accept these terms, conditions, limitations, and requirements (the "Subscription Terms"). Please read this Agreement carefully.

## **THE SUBSCRIPTION PLANS ARE NOT A SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE OR SERVICES.**

**Incorporation of Additional Terms.** Your use of the Talent Shield website (the "Site") and its Subscription Plans is subject to this Subscription Agreement, Talent Shield's [Terms of Use](#), and [Privacy Policy](#), [as well as the Tennessee Limited Scope Representation Agreement](#), .

**Subscription Plan Benefits.** We reserve the right to accept or refuse membership in our discretion. The Subscription Plans provide the following benefits respectively.

**a. Membership in the Gold Package (Tier 1) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member); and
- ii. One 30-minute phone call or Zoom session with an attorney per month.

**b. Membership in the Platinum Package (Tier 2) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member);
- ii. Two 30-minute phone calls or Zoom sessions with an attorney per month; and
- iii. One 1-hour group education seminar via Zoom led by a staff member on a topic of Talent Shield's choice (approximately 45-minute presentation with a 15-minute Q&A, or other format determined by Talent Shield) per month.

**c. Membership in the Diamond Select Package (Tier 3) provides the following benefits:**

- i. Unlimited questions sent via email regarding entertainment law matters (answered one time per week by a staff member);
- ii. Two 30-minute phone calls or Zoom sessions with an attorney per month;
- iii. One 15-minute phone call or Zoom with a Senior Attorney per 6-month period;

- iv. Two documents per month of up to 4 pages each reviewed by an attorney; and one 30-minute consultation per document with an attorney;
- v. One 1-hour group education seminar via Zoom led by a staff member on a topic of Talent Shield's choice (approximately 45-minute presentation with a 15-minute Q&A, or other format determined by Talent Shield) per month; and
- vi. Possible introductions to key industry professionals, subject to our discretion.

**d. A La Carte Additional Plan Benefits provides the following benefits individually:**

- i. Additional 15-minute phone call with a staff member
- ii. 15-minute phone call per 6-month period with Senior Attorney
- iii. Up to 4-page document review with an attorney; and one 30-minute consultation per document with an attorney

**Exclusions.** The following matters are specifically excluded from the Subscription Plan benefits if applicable:

- i. All un-used phone calls or Zoom sessions do not roll over to the next month;
- ii. All un-used document reviews by an attorney do not roll over to the next month;
- iii. All un-used consultations with attorneys do not roll over to the next month;
- iv. All document reviews and/or consultations with attorneys do not include individualized contract negotiation. Individualized contract negotiation can be obtained by you separately pursuant to a written agreement with the Firm.

**Payment.** You will be charged in accordance with the Subscription Plan billing terms in effect at the time of your initial purchase, unless you are notified of a fee change in accordance with "Fee Adjustments" below. Additional discounts or promotions may be available for purchase which may include additional terms and conditions presented with the offer.

- a. **Initial Subscription Payment.** Your subscription payments begin as soon as your initial payment is processed. The date that your initial payment is processed will be considered your "Billing Date" and will be used to determine when your future payments are due.
- b. **Term of your Subscription.** Your subscription will be for an initial term of six (6) months. Your subscription will be automatically renewed for additional one-month periods, unless you give 30 days' prior written notice of non-renewal. You may be sent a reminder email before your subscription renews. Unless required by law in the state where you reside, we are not obligated to provide this notice. If you do not receive a renewal reminder, or we fail to send a renewal reminder, you will still be required to pay for your subscription. Your credit card will be charged for the agreed upon subscription fees until you cancel your membership or it is otherwise terminated. For more information regarding canceling your Subscription Plan, see the "Termination" section below.

A schedule of fees for the Subscription Plans are set forth below:

1. **Gold Package (Tier 1): \$149.00 per month for 6 consecutive months (auto-renew)**
2. **Platinum Package (Tier 2): \$349.00 per month for 6 consecutive months (auto-renew)**
3. **Diamond Select Package (Tier 3): \$749.00 per month for 6 consecutive months (auto-renew);** *provided that* in order to purchase the Diamond Select Package, a Primary Member must apply for, and if granted an interview, must pass the interview selection process. Whether an interview is granted to the Primary Member, and whether the Primary Member passes the interview, is solely based on our discretion.
4. **A La Carte:** To purchase the A La Carte Additional Plan Benefits, you must already have a Subscription Plan membership.
  - a. 15-minute phone call with a staff member: **\$50.00 per phone call**
  - b. 15-minute phone call per 6-month period with Senior Attorney: **\$200.00 per phone call**
  - c. Up to 4-page document review with an attorney; and one 30-minute consultation per document with an attorney: **\$250.00 per document**
  - d. Individualized contract negotiation: **fees are determined on case-by-case basis**

**Fee Adjustments.** Talent Shield may increase its fees for any Subscription Plan membership effective the first day of a renewal term by giving you notice of the new fees at least thirty (30) days before the beginning of the renewal term. If you do not cancel your membership pursuant to the Termination policy below, you shall be deemed to have accepted the new fee for that renewal term and any subsequent renewal terms. You shall not have the right to any chargebacks or to cause any third-party payment processor to chargeback any subscription fees or A La Carte fees. Reductions in fees become effective on the next renewal term without any pro rata for the period covered under the prior fee schedule.

**Assignments.** You may not transfer or assign your Subscription Plan or these benefits; *provided, however,* that a Primary Member may extend coverage to one (1) designated business set forth in the Primary Member's account.

#### **Termination.**

- a. **By Talent Shield.** Talent Shield may terminate your services for any reason and at any time. As your sole remedy, we will refund to you any fees (unless stated otherwise herein), minus the amount of any fees for work already performed and/or for the prorated amount of time elapsed during the term of your subscription, whichever is less. If payment is not made on the initial purchase or the Renewal Date, you will have thirty (30) days to correct the credit card information on file and post a payment to your account. If after the expiration of this grace period you have not made any payment on your Subscription Plan membership, Talent Shield reserves the right, in its sole discretion, to suspend or terminate your access and account regardless of any third-party issues. Talent Shield may reactivate your account upon payment at its sole discretion. Any fraudulent or otherwise illegal

actions taken by the subscriber will result in automatic termination of use of all Talent Shield Services. If Talent Shield reasonably suspects a Primary Member is using automated robots or other similar technology to submit email questions pursuant to their Subscription Plan, Primary Member will be disqualified and forfeit any and all subscription or other fees.

- b. **By Subscriber.** After you have received this Agreement in your Subscription Plan account on this Site, you have ten (10) days in which to examine it. If during this period you decide that you are not satisfied with the Agreement, you may return the Agreement to us and have any prepaid amounts refunded; provided that we shall only return a prorated portion of the fee based upon the number of days you retained the Subscription Plan membership, and we shall have the right to deduct any fees, costs or expenses associated with your membership or account and/or the termination thereof. You have the right to cancel your membership should we materially decrease benefits. Any changes to the Subscription Plans that do not negatively and materially affect your plan will not be cause for termination of an active membership. Should Talent Shield cease to offer your subscription, all excess payments will be refunded to you. In that event, all payments that are to be due will be refunded and pro-rated from the date of termination.

**Use.** You acknowledge that Talent Shield may establish general practices and limits concerning use of its Subscription Plans. You acknowledge that Talent Shield reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Additionally, you are responsible for all expenses incurred or other actions that may occur through your use of a Subscription Plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of a Subscription Plan, or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

**Ownership.** Talent Shield owns and reserves all right, title and interest in data stored by Talent Shield, including but not limited to all content transmitted, stored or processed in your account or through the Subscription Plan services of this Agreement. Any rights not expressly granted herein are reserved by Talent Shield. Talent Shield may provide third-party materials such as links or documents in response to your legal questions. We do not claim ownership to third-party links or third-party documents Talent Shield may provide you with.

**Limited Permissions.** Talent Shield hereby grants you permission to download, view, copy and print materials provided by attorneys ("Materials") through Talent Shield's Site solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms of this Agreement. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials provided through

Talent Shield's Site shall be a material breach of this Agreement, and may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

**Rights to Original Documents and Copies.** All documents you send to Talent Shield must be electronically submitted. Furthermore, you acknowledge all documents you send to Talent Shield must be copies of the original document. If you submit an original document and Talent Shield retains it as part of the Legal Plan services, it will be deemed a copy and preserved electronically for as long as Talent Shields deems necessary to fulfill its services to you.

**Disclaimers and Limitation of Liability.** Talent Shield is a tool for consumers to get answers to basic legal questions for common legal issues. **Talent Shield, its Services, and its forms, links or templates are not a substitute for the advice of services of an attorney.** No responses through Talent Shield's services constitute legal advice, which must be tailored to the specific circumstances of each case. You should not act upon information provided by the Subscription Plan services or the Site without seeking professional counsel from an attorney admitted or authorized to practice in your jurisdiction. **The Subscription Plan services, including but not limited to, telephone conversations and email correspondences with Talent Shield staff members and/or Talent Shield's attorneys do not create nor intends to create an attorney-client relationship or privilege between you and Talent Shield.** In order to preserve your attorney-client privilege in any litigation or possible litigation, you should NOT discuss any of those details with anyone (including Talent Shield), except for the licensed attorney representing you in any such dispute. From time to time, Talent Shield may introduce Primary Members to attorneys through various methods. At no time is an attorney-client relationship fostered or created with Talent Shield through the performance of any such services.

Talent Shield cannot guarantee that the information on its Site (including any legal information provided by an attorney through this Service) is accurate, complete, or up-to-date. While we intend to make every attempt to keep the information on this Site current, the owners of and contributors to this Site make no claims, promises or guarantees about the accuracy, completeness or adequacy of the information contained in or linked to from this Site. Talent Shield assumes no responsibility to any person who relies on information contained on or received through this Site or through its services and disclaims all liability in respect to such information.

**Authority to Enter Agreement.** By accepting the terms of this Agreement you are warranting that you are duly authorized to enter into such an agreement.

**Dispute Resolution; Choice of Law; Venue.** Any dispute, which arises under this Agreement shall be submitted for binding arbitration in accordance with the procedures of the Tennessee State Bar Association, or, if that organization declines to arbitrate the dispute, before the American Bar Association in Nashville, Tennessee, in accordance with its procedures; provided that the Tennessee Rules of Evidence and the Tennessee Rules of Civil Procedure shall govern any such arbitration. Any dispute arising from this Agreement will be governed by and construed and enforced in accordance with the laws of Tennessee, without regard to conflict of

law rules or principles (whether of Tennessee or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state courts sitting in Davidson County, Tennessee, or the federal courts of the United States sitting in the Middle District of Tennessee, Nashville Division. You consent to personal and exclusive jurisdiction of these courts. Each party to this Agreement irrevocably consents to service of process by any method allowed under Tennessee law including by certified mail to last known address.

**Entire Agreement.** This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

**Independent Advice.** BY ELECTRONICALLY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU HAVE THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL AND BUSINESS ADVICE WITH RESPECT TO THIS AGREEMENT AND THAT YOU HAVE EITHER SOUGHT AND OBTAINED SUCH ADVICE OR YOU HAVE INDEPENDENTLY REFRAINED FROM DOING SO.