

CINANDO GENERAL CONDITIONS – October, 23rd 2014

LEGAL MENTIONS:

www.cinando.com (the “**Website**”) is published by:

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PREAMBLE: GENERAL PRESENTATION OF THE SERVICES

Cinando service (“**Cinando**”), available on the Website, is a networking hub for film professionals proposing a series of services which include a data base comprising contact details and profiles for film professionals, a social network and the sharing of content (photos, pdf, trailers, films) between Cinando’s members.

Cinando is published by SOGOFIF.

Subject to acceptance of the membership by SOGOFIF on a discretionary basis, Cinando is exclusively reserved to film industry professionals working on features films only.

Cinando is provided “as is” so that any Companies shall ensure that any given service fulfills their needs before subscription.

By using Cinando, each Company as well as each Member accepts to comply with these general conditions (the “General Conditions”).

1. DEFINITIONS

For the purpose of these General Conditions, the following terms beginning with a capital letter will have the meaning set out hereinafter:

“**Admin**” means a Member who has been granted the rights by relevant Company to modify said Company’s information on Cinando.

“**Company**” means a legal entity (e.g company, association etc.) which is a Cinando subscriber approved by SOGOFIF in compliance with these General Conditions.

“**Member**” is any individual who is a Cinando user designated by a Company in compliance with these General Conditions.

2. SUBSCRIPTION MODALITIES

To access to Cinando, each Company shall subscribe to it pursuant to the following conditions:

2.1 Subscription steps

The Company shall fulfill on the Website a subscription form in which it provides the data required.

It is expressly specified that SOGOFIF selects Companies on a discretionary basis.

Each Company represents that (i) the person who fulfills the subscription form has the legal capacity to have the Company bound by these General Conditions, (ii) the data it provides are accurate, complete and up to date and that (iii) any and all of its Members shall comply with these General Conditions.

2.2 E-mail and password

Each Member logs in by entering the e-mail address he/she provided or validated when he/she subscribed to Cinando.

The password is freely chosen by the Member and can be modified at any time by him/her.

Each Member is responsible for the creation, conservation and use of his/her e-mail and password which are strictly personal and cannot be shared with third parties.

Each Member shall preserve and maintain his/her password confidential and secret.

Any use of Cinando with these elements will be deemed to have been made by the Member himself/herself.

Where the Member feels that his/her e-mail and password are fraudulently used by a third party, he/she must immediately inform SOGOFIF.

2.3 Management of access rights by Companies

Companies have the faculty to designate as many Members as it wishes.

For the all duration of their subscription, Companies can add and withdraw Members.

Companies can also limit the rights of use of their Members, notably by withdrawing their right to modify relevant Company's information.

It is the Company's responsibility to withdraw a Member when he/she is no longer working for the relevant Company.

2.4 Fees

The amount of the fees to be paid by a Company to SOGOFIF is indicated while subscribing to Cinando.

Moreover, Companies may subscribe to certain Cinando additional paid services to be determined by SOGOFIF. To pay such fees Company has to feed its Cinando account with money. Fees are charged as long as the balance is in credit. Balance of the account cannot be

reimbursed. Premium services and associated fees are listed in the 'My account' tab. They can be modified without prior notice. If a fee hasn't been paid by a Company, SOGOFIF reserves the right to delete the data of the Company (uploaded features, Members and Company account...)

3. FEATURES

3.1 Overview

Cinando notably includes a data base comprising contact details and profiles for film professionals, a social network and the sharing of content (photos, pdf, trailers, films) between Cinando's members.

3.2 Features allowing Members to upload and share features films contents in Cinando screening room

Cinando screening room is an online space in which features films uploaded by Members (in compliance with these General Conditions) can be viewed via streaming or downloaded, depending on the rights granted by relevant rights holders (storage fees may apply).

3.2.1 Management of viewing rights

Any Company which holds the relevant intellectual property rights can allow third parties to view a given features film as follows:

A specifically designated Admin manages viewing rights and receives viewing requests (a "Manager"). Said Manager or SOGOFIF can assign such management functions to another Admin.

Managers can grant viewing rights to:

- a Member or to a non-Member;
- Categories of Companies (i.e. distributors, sales agents, festivals, theatrical exhibitors), as defined by SOGOFIF on a best efforts basis.

At any time, Managers have the faculty to hide or delete any given uploaded features films from Cinando.

3.2.2 Invitations

Invitations to view a features film can be sent by any Admins to Members or to other persons by entering their e-mail addresses. Invitees receive an invitation which includes details about the viewing process. A personalized message can be added to the invitation.

There are currently two types of viewing processes:

- streaming;
- downloading (including via iPad) in consideration for payment by relevant Company of a fee determined by SOGOFIF.

It is expressly specified that admins can withdraw invitations at any time.

3.2.3 Piracy

It is expressly specified that SOGOFIF shall not be held liable in case of copyright infringement by a third party (e.g. by streaming, downloading, or more generally

exploiting without authorization) in relation to any features films uploaded by a Member.

4. DURATION/TERMINATION/SUSPENSION

4.1 Duration

Duration of subscription to Cinando is variable, depending on the type of subscription that the Company elects or is granted.

4.2 Termination for breach

In case of breach by a Company of any of its obligations pursuant to these General Conditions that is not remedied within ten (10) calendar days as from the receipt of an e-mail or a registered letter with acknowledgement of receipt notifying such breach, SOGOFIF can terminate as of right (“*de plein droit*”) without any judicial remedies the subscription to Cinando of the relevant Company.

4.3 Suspension

In case of breach by a Company of its obligations pursuant to these General Conditions, SOGOFIF may suspend as of right (“*de plein droit*”) without any judicial remedies the subscription to Cinando of the relevant Company by e-mail.

A suspension can be immediately followed by a termination for breach in compliance with article 4.2 above.

5. CONDITIONS OF USE

5.1. General principles

Each Company is responsible for his/her hardware, data and software as well as the connection to the network enabling him/her to have access to Cinando.

It is expressly recalled that Cinando service is provided “as is” by SOGOFIF. In particular, SOGOFIF does not warrant performance, the absence of interruptions or the quality of Cinando service. SOGOFIF does not warrant that Cinando is free of viruses, worms, Trojan horses and other contaminants.

Therefore, the Company acknowledges and accepts that SOGOFIF shall not be held liable for any temporary or definitive impossibility to access to a part or totally to Cinando.

Likewise, SOGOFIF shall not be held liable for possible deteriorations of the Company’s equipment, software or data due to the use of Cinando.

Any information made available via Cinando is provided on an indicative basis only. Therefore, any Company shall verify the accuracy, the completeness and the relevance of the information. SOGOFIF shall not be held liable due to the use of such information by a Company.

Each Company is responsible, as an editor, for the elements it posts via its Members on the Website and commits to comply with any and all rules provided for in article 5.2 below.

5.2. Rules of conduct

Each Company commits to check the accuracy, the quality and the completeness of the elements it posts via its Members on the Website.

As a web host, SOGOFIF does not *a priori* control the elements created and posted under the sole responsibility of the Company which publishes them via its Members on Cinando.

Therefore, SOGOFIF does not warrant the absence of illicit content on the Website.

Any Company shall ensure that the contents it posts via its Members on the Website does not breach any laws or regulations and comply with the provisions of this article.

Companies commit themselves not to post on the Website via its Members information or contents that would diminish, disorganize, prevent the normal use of Cinando, interrupt and/or slow down communications via Cinando notably by using viruses, mass mailing etc.

Companies commit themselves not to publish on the Website via its Members illicit, infringing, threatening, defamatory, abusive, harassing, indecent, obscene, threatening privacy, hateful, racist, excessive contents as well as contents that would violate SOGOFIF's or any third party's rights and/or interests.

To this effect, it is recalled that French law prohibits publication of contents relating to child pornography, sale of illicit substances, racial hatred, terrorism, crimes against humanity.

Each Company shall also ensure that it holds all the rights (including but not limited to intellectual property rights) necessary for publication of any contents it publishes.

Where required to do so, SOGOFIF may provide the judicial authorities with any elements that would enable identification of a Company and relevant Members which published alleged illicit contents.

Where a Company or a Member suspects the existence on the Website of any contents that violates this article 5.2, he/it shall report it by sending an e-mail to: contactus@cinando.com

In addition to possible application of article 4.2 and article 4.3 above, in case of violation of this article 5.2, the breaching Company may be temporarily or definitely excluded from the Marché du Film and/or Festival de Cannes.

6. PERSONAL DATA

6.1. Collected data

SOGOFIF collects personal data on (i) Companies, especially when they subscribe to Cinando by filing the registration form and (ii) Members.

Each Company warrants that the data it provides to SOGOFIF are accurate, complete and up to date.

Purpose of data collection is to enable SOGOFIF to identify the Companies and Members, enable them to use Cinando and to enable Members to share information with other Members.

In the context of subscription to Cinando, SOGOFIF asks Companies to enter a certain number of elements, amongst which some are mandatory and others are facultative.

Where information must be provided, a “*” symbol appears.

Where mandatory information is not provided, the candidate cannot access to the next steps of his/her subscription.

Personal data provided during the subscription phase are to be used by SOGOFIF, as data controller, and by SOGOFIF’s commercial partners as well as SOGOFIF’s technical service providers where needed in the context of provision of Cinando.

SOGOFIF commits itself not to transfer personal data provided by Companies or Members to any other third parties without prior consent of said Companies or Members, unless such transfer is mandatory due to legal provisions or judicial decisions.

SOGOFIF commits itself to do its best efforts to protect personal data of the Companies or Members in order to prevent these personal data from being deformed, damaged or communicated to third parties.

By clicking on a hyperlink or an ad banner, Members may be redirected to third party websites of which privacy policy may be different from this section 6. Therefore, each Member shall consult data privacy policies of these third parties websites, it being specified that SOGOFIF shall not be responsible for personal data transmitted or collected while visiting such third parties websites.

If you receive any marketing emails from us, you may ask us not to send you any such emails by clicking on the “unsubscribe” link included in the email you received, or by emailing your request to: contactus@cinando.com. All such requests will be honored.

6.2 Data subjects’ rights

In accordance with law 78-17 dated 6 January 1978 as modified, each data subject has the right to access the personal data that SOGOFIF maintains about him/her or to request that his/her personal data be rectified, or updated. Following any request for data access, rectification or deletion, SOGOFIF will accommodate any data subjects’ inquiry as required by law 78-17 dated 6 January 1978 as modified. Any data subjects may object to the processing of his/her personal data by SOGOFIF for legitimate reasons.

Any data subjects may exercise his/her rights provided for in this section 6.2 by sending an e-mail to: contactus@cinando.com

6.3 Use of cookies

Cookies are small text files that are stored by Members’ browser on Members’ computer's hard drive.

Cookies that SOGOFIF uses are strictly necessary for provision of Cinando to Members.

Members have the ability to accept or decline cookies by modifying the settings of their web browser. If they choose to decline cookies, they may not be able to access to Cinando.

Members can also learn more about cookies by visiting CNIL's website at www.cnil.fr (French data protection authority) which includes additional useful information on cookies and how to block cookies using different types of browsers.

7. HYPERLINKS / LOGINS SHARING

7.1 Hyperlinks to other websites

SOGOFIF shall not be responsible for the use of any Internet websites to which a Member has access via Cinando.

As soon as the Member is redirected to a third party website, these General Conditions shall no longer be applicable; only general conditions of the relevant third party websites shall apply in such circumstances.

If a Member accesses to an illicit or harmful website while using Cinando, the Member shall immediately inform SOGOFIF so that it would be in a position to cancel the link to the litigious website.

Each Member commits not to create hyperlinks to illicit or harmful links vis-à-vis SOGOFIF or the Members.

Each Member commits to obtain any and all necessary authorizations from third parties in order to create hyperlinks.

7.2 Hyperlinks to the Website

Prior express consent of SOGOFIF is needed where the Member wishes to create a link to the Website.

7.3 Logins sharing

With their logins and passwords, Members may have the possibility to access the following websites:

- www.festival-cannes.fr
- www.marchedufilm.com
- www.chakapro.com
- www.eventival.com
- www.moviechainer.com
- www.cinandoVL.com

While a Member accesses any of the websites referred to above, SOGOFIF will share relevant Member's information uploaded on Cinando with the concerned website.

While logged in on www.marchedufilm.com, any Member has the faculty to consult relevant Company's information, including invoices relating to Marché du Film accreditation.

As soon as a Member is logging in to any of the above-mentioned third party website, these General Conditions shall no longer be applicable; only general conditions of the relevant third party website shall apply in such circumstances.

8. PROPERTY

8.1. Property of the Website and Cinando

Subject to section 8.2 below, SOGOFIF is the exclusive owner of any and all intellectual property rights relating to the Website, Cinando and their components.

8.2. Content emanating from the Company

Subject to section 8.3 below, where a Company uploads any materials on the Website via its Members, including but not limited to : logos, company's profiles, contact details of company staff, texts, synopsis, recommended features films, graphics, features films, actors' photographs, visuals, signs, images, sound, features films trailers, teasers, DVD bonus, making-of, promo reels (the "**Company's Content**"), it hereby expressly grants SOGOFIF, free of charges, a non-exclusive license on any and all intellectual property rights attached to said Company's Content, for the entire world and for the whole duration of the intellectual property rights attached to the Company's Content as provided for in the French Intellectual Property Code.

The intellectual property rights that the Company grants to SOGOFIF include without limitation the following:

For the reproduction right:

The right to reproduce the Company's Content or cause it to be reproduced, in whole or in part, on all media (paper, digital, magnetic, known or unknown, current or future) without restriction or limitation in number and regardless of the types of uses or operations contemplated by SOGOFIF or its sub-licensees, whether performed for consideration or free of charge.

The right to adapt the Company's Content or cause it to be adapted, in whole or in part, such right including in a non-limited manner the right to correct it or cause it to be corrected, cause it to evolve directly or through a third party, realise or cause to be realised a new version thereof, mix it or cause it to be mixed, translate it or cause it to be translated into any and all languages, regardless of the type of uses or operations contemplated by SOGOFIF or its sub-licensees, whether realised for consideration or free of charge.

For the representation right

The right, for all or part of the Company's Content in its current or adapted form, to represent it, or have it represented, distribute it or cause it to be distributed in any manner whatsoever, by any process whether known or not yet known, present or future, and notably by all telecommunication networks, current or future, Intranet or Internet.

This right is granted for all types of uses or operations contemplated by SOGOFIF or its sub-licensees, whether realised for consideration or free of charge.

Right to sublicense

The right to sublicense to third parties all or part of the reproduction, adaptation, representation rights licensed by the Company under these General Conditions, on a temporary or permanent basis, for all types of uses or operations contemplated by SOGOFIF or its sub-licensees.

8.3. Licenses on the features films

With respect to features films, the licenses that are granted in section 8.2 above by Members to SOGOFIF are limited to the scope of the viewing rights and/or invitations granted pursuant to article 3.2 above.

8.4. Warranty on the Company's Content

Each Company who uploads Company's Content on the Website via its Members warrants that it has valid rights and licences in relation to said Company's Content that enable him/her to grant the licence provided for in section 8.2 above.

Each Company who uploads Company's Content on the Website via its Members warrants that none of the Company's Content infringes (nor has any claim been made that any Company's Content infringes) intellectual property rights of others.

9. MEMBER'S CONTENT LIABILITY

Each Company is responsible the Company's Content it uploads on the Website via its Members as a publisher ("*éditeur*") within the meaning set forth in article 6.III of law 2004-575 dated 21 June 2004.

SOGOFIF only ensures storage of Company's Content in compliance with article 6.I.2 of above-mentioned law 2004-575 dated 21 June 2004. To this effect, SOGOFIF is compelled to delete Company's Content for which it is aware of the illicit nature and to hold, maintain and, if need be, provide data enabling identification of the Company and/or its Members responsible for such illicit Company's Content to any competent judicial authorities.

Thus, each Company warrants SOGOFIF against third party claim regarding Company's Content it uploads via its Members on the Website.

SOGOFIF does not perform any *a priori* control over the Company's Content but, in case of a third party claim, SOGOFIF may suspend, temporarily or definitively, the relevant Company's access to the Website.

10. APPLICABLE LAW

These General Conditions are governed by French law.