

**CINANDO GENERAL TERMS AND CONDITIONS OF USE April, 20th 2018**

Cinando is an online network for film professionals gathering commercial information and notably offering search tools, communication tools, screening tools and subtitles sales tools. The Site's Services are detailed below in articles 6 – Cinando Services and 7 – Cinando Subtitles Services.

The current general terms and conditions of use aim to define the terms and conditions under which a User can benefit from the Site's Services.

It is agreed that the use of the Site implies the Users' full and complete approval of the general terms and conditions of use. If a User does not accept the general terms and conditions of use, he/she shall cease to use the Services.

**1. DEFINITIONS**

**"Account"** refers to the interface made available to the Users for accessing the Site and Services;

**"Admins"** refers to any person that is entitled to modify a Subscriber's data and purchase Paid Services;

**"Catalogue"** refers to the catalogue of Subtitles made available by Subtitle Providers to Cinando Users,

**"Buyers"** refers to any User that elects to purchase a License via Cinando Subtitles;

**"Cinando Services"** refers to any services made available through the Site as described in article 6;

**"Cinando Subtitles"** refers to the online Subtitles sale interface made available through the Site;

**"Cinando Subtitles Sale Services"** refers to any sale services made available through Cinando Subtitles as described in article 7.2 – Cinando Subtitles Sale Services;

**"Cinando Subtitles Services"** refers to any services made available through Cinando Subtitles as described in article 7;

**"Contents"** refers to any document, file or information uploaded on the Site by the Users;

**"License"** refers to the exploitation license granted by a Subtitle Provider to a Buyer through Cinando Subtitles;

**"Login"** refers to the email address and password elected by the Users;

**"Manager"** refers to Users that are allowed by a Subscriber to manage the viewing rights of feature films uploaded on the Subscribers Account;

**"Paid Services"** refers to any Services requiring payment of additional fees by the Subscriber;

**"Parties"** refers collectively to SOGOFIF, the Users, Subtitle Providers, Buyers and Subscribers;

**"Subtitle Provider"** refers to any User that is entitled to offer Subtitle on the Site, for sale or free of charge, in compliance with the Terms and Conditions for Subtitle Providers;

**"Services"** refers to any services provided by SOGOFIF and available through the Site;

**"Site"** refers to the website and Services available at: <https://cinando.com/>;

**"SOGOFIF"** refers to Société de Gestion d'Opérations Commerciales pour le Festival du Film, SAS registered in Paris under number 753 216 035;

**"Subscriber"** refers to any legal person having created an Account on the Site following the ToU;

**"Subtitles"** refers to any subtitle offer for sale on Cinando Subtitles by a Subtitle Provider in compliance with the TC. It is notably understood that "subtitle" shall mean both the translation and the relevant computer files;

**"TC"** refers to the Terms and conditions for Subtitle Providers as signed between Subtitle Providers and SOGOFIF within the Subtitle Provider subscription process;

**"ToU"** refers to the present general Terms and conditions of Use of the Site;

**"ToSS"** refers to the terms and conditions of Subtitles Supply provided on Cinando Subtitles and to be signed between Subtitle Providers and Users wishing to be granted a License on their Subtitles;

“User” refers to any natural person that benefit from an access to a Subscriber’s Account in compliance with article 3 – Account Opening - Subscription;

“Visitors” refers to any person surfing the Internet and accessing the Welcome page of the Site.

## **2. SOGOFIF INFORMATION**

Pursuant to article 6III 1b) of the French law n°2004-575 of June the 21st 2004, modified by the law n°2006-64 of January 23rd 2006, the information pertaining to the Site’s SOGOFIF identification is:

Société de Gestion d’Opérations Commerciales pour le Festival du Film, SASU, registered in Paris under number 753 216 035, with its head office at 5 rue Charlot, 75003, Paris, France, represented by Pierre Lescure, duly empowered.

Phone: +33 1 53 59 61 30

Publishing director: Jérôme Paillard

Hosting service provider: Amazon EC2

## **3. ACCOUNT OPENING – SUBSCRIPTION**

**3.1.** Access to Services is strictly limited to Users of the Site. In order to open an Account, Visitors first fill in the Account registration form following the instruction set herein.

### **3.2. Account opening**

It is understood that only legal entity can open an Account. A juvenile under 16 year old shall not be able to enter into the present agreement without signature of its parents or legal tutors.

In order to open an Account, Visitors first fill in the Account registration form accessible from the home page of the Site and shall provide all the following required information:

- Name of the structure
- Postal Address
- Nationality of the structure
- Title and Name of individual in charge of the Account;
- Job title;
- Phone number
- Email address (which will be used as log-in to connect with the Account)
- Password
- Internet site (non mandatory)

The next step is payment of an annual fee, according to provisions of article 4 –Fees Payment, except if a personal and non-transferable invitation code has been provided to the Visitor. The amount of the fee is clearly mentioned to the Visitor on the payment page.

Within 72 hours, SOGOFIF may validate or reject the subscription request of the Visitor. In case of reject, the Visitor will be refunded shortly of its payment.

After validation of the registration form, the new Subscriber receives a welcoming e-mail attesting the creation of the Account.

### **3.3. Account functions**

The Account is an interface enabling a Subscriber to access to the Site and to allow Users to access the Site. The Account allows notably a Subscriber to access the Services of the Site as in the ToU and to manage her/his personal data and to elect its Users and Admins.

### **3.4. Management of access rights by the Subscribers**

Subscribers can designate as many Users as they wish.

Subscribers can at any moment add and withdraw Users through their Accounts.

Subscribers shall decide whether a User is an Admin or not. Subscribers can withdraw Admin rights at any moment through their Accounts.

It is the Subscriber's responsibility to withdraw a User when he/she is no longer working for the Subscriber.

Subscribers are fully responsible for the Users and Admins' behavior and purchases on the Site.

### **3.5. Login and passwords**

It is solely the Subscriber and/or the User who is authorized to make use of the Login and password required for access to the Account. Should he/she allow Third Parties to use his/her Login and password, he/she shall take full responsibility for their actions, as if him/herself had made use of the Login and password.

If Subscriber and/or the User has reasons to believe that his/her Login and/or password have come to the knowledge of unauthorized Third Parties or that Third Parties use the Services thanks to his Login and password, Subscriber and/or the User must immediately modify the Login and password required to access his Account.

In case of loss of its Login and/or password, the Subscriber or User registered to an Account can ask to reset his "password" in the login space of the Site by clicking "password forgotten? ". User will be asked for the email address entered in the Account creation form. User will receive a hypertext link from which User will be allowed to generate a new password.

## **4. FEES – PAYMENT**

### **4.1. Granted access to the Site and Services**

Access to the Site and Services are granted after validation of the Account opening process as stated in article 3.1. Thus for access to Cinando Subtitles services for Subtitle Providers an additional subscription process is needed, and signature of the TC is mandatory. Access to the Site and Services may be granted to a legal entity by a third party.

The case may be an email is sent to the Subscriber with its Login and Password.

Duration of its subscription is annual by default, and mentioned on its Account.

Subscriber can later modify its Password through its Account.

### **4.2. Initial subscription fees**

The whole price list, including applicable initial subscription fees, is mentioned on the Site and every applicable price shall be notified to the Subscriber during the subscription process.

The price of the subscription is payable in full at the subscription, according to the choice of the Subscriber during the subscription process. SOGOFIF accepts payment by credit card or bank transfer.

It is understood that the possible commercial advantages proposed to the Subscribers (free month, price reduction...) will not be added up.

#### **4.3. Additional fees**

Subscribers and Admins may subscribe to additional Paid Services to be determined by SOGOFIF.

The whole price list, including applicable additional fees is mentioned on the Site, and every applicable price shall be notified to the Subscriber or Admin while he/she purchases such additional Services.

The Subscribers benefit from an online credit account, they can charge to enable payment of Additional fees.

Minimum amount to be added on the credit account is 10 euros.

One credit costs one euro. It is understood that such credits are fee for any time constraints.

Subscribers understand that if they elect to buy these credits by wire transfer, they will be credited of the credits only when their payment is effectively received by SOGOFIF.

Additional fees are charged to the account according to its balance, and Subscriber may overview its credit account and services in the "Account" tab.

It is understood that the possible commercial advantages proposed to the Subscriber or Admin (free month, price reduction...) will not be added up.

#### **4.4. Ways of Payment**

The Site provides following ways of payment: Credit card or wire transfer.

Subscribers that elect to pay by wire transfer shall contact SOGOFIF.

Paybox manages the payment service. For sake of clarity no banking data is processed by SOGOFIF, Paybox is managing this data directly to enable safe payment. Paybox engaged to process such data in conformity with applicable regulation.

#### **4.5. Invoicing**

Subscribers may consult their invoices directly on their Account and print their invoices from this page.

#### **4.6. Withdrawal**

Due to the nature of the Services, i.e. they are delivered immediately after consultation of the Site, Service is starting before the end of the 14 (fourteen) days withdrawal period, and with the acceptance of the Subscribers to duly relinquish its withdrawal right, in accordance with provisions of article L.121-21-8 of the French Consumer Law. Consequently, Subscribers will not be able to use their withdrawal right. To stop the present commitments to the Site, Subscribers have the possibility to use dispositions of article 17 – Termination and Account closing.

#### **4.7. Default of payment**

In case the Subscriber would be in default of payment of any due amount, a late payment penalty shall apply of 10% above the standard BCE rate on a yearly basis and will be calculated from the due date on. SOGOFIF will also be able to invoice an administration fee of 40 euros for the late payment procedure.

#### **5. DURATION**

**5.1.** Duration of subscriptions to the Site depends on the choice of subscription that a Subscriber elects or is granted through a third party.

**5.2.** When a Subscriber does not renew its subscription or is not granted with a new subscription, the Subscriber shall export by himself on his computer or server all documents and information present on the Account. The Subscribers understand that within a 5 working days term from the end of the subscription term, the information (including video, image, subtitle files, text..), data and documents pertaining to their Accounts may be destroyed from the servers of SOGOFIF.

#### **6. CINANDO SERVICES**

**6.1.** Solely Subscribers and Users registered with an Account according to article 3 above, have access to the following Cinando Services.

**6.2.** Subscribers and Users understand that some of Cinando Services may be subject to an additional fee as provided in article 4.3. Subscribers and Users will be informed prior any purchase of such Paid Services.

#### **6.3. Database**

The Site provides Subscribers and Users with a professional database comprising contact details and profiles of film professionals.

Subscribers and Users benefit from a research tool that allows them to browse through the Site's database.

Research may be made upon different criteria such as:

- Name;
- Country;
- Company Activity;
- Organizations;
- Key words.

Subscribers and Users can save their researches results and criteria.

Subscribers and Users can subscribe to research notifications and receive such notifications by email.

Subscribers and Users understand that SOGOFIF can at any time delete or add some criteria. SOGOFIF though is not obliged to modify or improve the structure of the search tool.

Moreover, Subscribers and Users understand that the research results are purely indicative, can be incomplete and rely on the Subscribers and Users' information accuracy and completeness.

#### **6.4. Social Network**

The Site provides Subscribers and Users with a social network and messages Services through which Subscribers can share Contents 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...

While using such social network and messages Services, Subscribers and Users shall comply with the provisions set in article 8 - Subscribers and Users' warranties and representation.

It is notably understood that Subscribers and Users shall not:

- Share or post content that would constitute hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- Use the Site and Services to do anything unlawful, misleading, malicious, or discriminatory;
- Harass other Subscribers and/or Users of the Site, sending them spam to commercial aim, use the Services for survey, competition, pyramidal sales or any kind of similar operations, or by sending mailings, spams, advertising or any other unsolicited promotions, for commercial or non-commercial purpose
- Post Contents or take any action that infringes or violates someone else's rights or otherwise violates the law.

SOGOFIF is entitled to remove any Contents or information if SOGOFIF believes that it violates the ToU and/or the applicable laws.

#### **6.5. Screening**

Subscribers and Users may upload feature films files on the Site with respect to the following technical specificities and requirements:

- Max file size 8GB per video;
- Accepted formats: .mp[e]g / .vob / .avi / .mov / .mp4
- Recommended codecs: MJPEG, Apple ProRes, H264 (bitrate if possible) > 2MBit/s and uncompressed (very large file)
- Resolution: PAL and NTSC (as well as SECAM) from 720x400px up to Full HD material (1920x1080px)
- Audio: 48kHz sound PCM (only uncompressed) / MP3 / AAC (if possible > 160 kBit/s)
- File must be multiplexed (audio and video in one file)
- Avoid interlaced videos as this results in bad video quality
- Ensure the video has no color bar, or blackness before or after it ends
- If there are subtitles, such subtitles must be integrated/burned into the image

Cinando screening room is an online space in which feature films uploaded by Subscribers and Users can be viewed via streaming or downloaded, depending on the rights granted by relevant rights holders.

Subscribers entitled to the relevant intellectual property rights can allow third parties to view a given

features film as follows:

There are currently two types of viewing processes:

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

a) Availability

A designated Manager manages films' viewing rights. It is understood that said Manager can assign such management functions to another

Managers can grant viewing rights to specific audiences such as:

- Distributors,
- Sales agents,
- Festivals,
- Theatrical exhibitors;

Such audiences are defined by SOGOFIF through its database on a best efforts basis.

b) Acceptance of viewing request

A Manager manages viewing rights and receives viewing requests from Users and Subscribers.

A manager can accept or deny viewing requests from Subscribers and Users.

c) Invitations

Invitations to view a features film can be sent by any Admins to Subscribers, Users or to any third party by entering their e-mail addresses. Invitees receive an invitation that includes details about the viewing process. A personalized message can be added to the invitation.

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

## **CINANDO SUBTITLES SERVICES**

Cinando Subtitles is an Internet service included in the Site and allowing subtitles providers to upload their subtitles and offer them for sale or free of charge to Cinando's Users.

### **6.6. Cinando Subtitles Services for Users**

#### **6.6.1. Subtitles research tool**

Subscribers and Users benefit from a Subtitles research tool that allows them to look for specific Subtitles. Research of Subtitles may be made upon different criteria such as:

- Film;
- Language;
- Availability of the Subtitles Files;
- ISAN Number.

Subscribers and Users understand that SOGOFIF can at any time delete or add some criteria. SOGOFIF though is not obliged to modify or improve the structure of the search tool.

Moreover, Subscribers and Users understand that the research results are purely indicative, can be incomplete and rely on the Subtitle Providers' information accuracy and completeness.

#### **6.6.2. Screener**

Cinando Subtitles provides Users with a screening tool allowing them to preview a Film with its relevant Subtitles through the Screening tool as described in article 6.5.

Users can activate or deactivate the Subtitles.

Users can modify the language of the Subtitles, if several Subtitles are available on Cinando Subtitles.

#### **6.6.3. Purchase or obtain a Subtitle License**

Users are informed of the License prices for each Subtitles and in compliance with the scope of the License within the purchase process or on the Subtitle page.

License of the Subtitles may be free of charge. The case may be, Users are solely informed of the scope of the License.

If a User wishes to purchase or be granted a License and obtain the Subtitles Files he/she shall follow the following process.

In order to purchase or be granted a License through a film page, an User shall click on the « Acquire » icon. Two outcomes are foreseeable:

- a) The Subtitles files are not available on the Site or are not available for downloading: User shall contact the relevant Subtitle Provider or the film's rights owner.
- b) The Subtitles files are available for downloading: User signs online the ToSS, validates, and immediately download such Subtitles

In order to purchase a License through the Subtitles' page a User shall click on the « Purchase » icon. Three outcomes are foreseeable:

- a) The Subtitles files are available for downloading: User signs online the ToSS;
- b) The case may be, the Subtitle Provider determines the Price of the License: User is redirected to the payment process.
- c) After, payment if required or directly upon signature of the ToSS: the User may download the Subtitles

#### **6.6.4. Payment process**

The payment process is provided by a Third party service: MANGOPAY ([www.mangopay.com](http://www.mangopay.com))



The use of the payment device is subject to acceptance of the Third parties terms and conditions.

**6.6.5. Right holders' notification**

Subscriber and Users that are right holders regarding feature films may be informed when Subtitles for their films are made available and sold through Cinando Subtitles Services.

**6.7. Cinando Subtitles Sale Services**

Cinando Subtitles Sale Services are fully described in the TC presented to the Subtitle Providers within the Subtitle Provider subscription process. Subscribers that wish to upload and supply Subtitles through the Site shall comply with the TC.

**7. SUBSCRIBERS AND USERS' WARRANTIES AND REPRESENTATION**

7.1. In general, any use of the Site and Services shall not be improper or excessive and must be in compliance with applicable laws. Subscribers and Users shall comply with nationally or internationally applicable laws and regulations and the present ToU.

7.2. Subscribers and Users state and warrant to be duly authorized, the case maybe, to represent and commit the public or private organization they act for.

7.3. Subscribers and Users warrant that their use of the Site and its Services does not aim to illegal or immoral ends, including that could be contrary to the use described in the ToU. The Subscribers and Users are committed not to use the Site and the Services proposed by the Site for illegal means or with the objective of committing illegal, offensive or criminal acts.

7.4. Subscribers and Users shall communicate to SOGOFIF sincere and true information and any information and documents requested for execution of the Services. It is to be reminded that the civil and penal liability of the Subscribers and Users would be engaged in case of communication of false documents and or untrue elements within the process of administrative or judiciary applications.

7.5. Subscribers and Users understand that SOGOFIF offers them the Services for their sole personal use. It is notably understood that Subscribers and Users shall not make commercial use of the Site or the Services. In this way, Subscribers and Users commit not to sale, rent or commercialize the Services they have access to in the frame of their use of the Site and the Services.

7.6. Furthermore, Subscribers and Users are committed not to directly or indirectly:

- Use within the Services any element or content that could infringe the intellectual or industrial property rights, the privacy rights and/ or image rights and/or any other third party rights;
- Create, Use, share and/or publish by any mean (forum, public profile or elsewhere) in the frame of the Services any material (texts, discussions, images, sounds, videos etc..) or content that, in the eyes of SOGOFIF, has an aggressive, threatening, malicious, pornographic, paedophilic, defamatory, deceptive, libellous, obscene, racist, xenophobic, inciting to hate, sexually explicit, violent or illegal character or could be contrary to good moral standards or any other questionable way;
- Create, use, share and/or publish by any means (forum, public profile or other) within the framework of Services, any material (texts, discussions, images, sounds, videos etc...)

which would constitute the infringement of a privacy obligation or which would incite to commit an illegal activity (notably piracy, hacking or diffusion of forged software);

- Have activities aiming at getting access to parts of the Services the Subscriber or User has not been allowed to have access to;
- Modify, falsify, block, anomaly increase the size, disrupt, slow down, and/or stop the normal functioning of part or all of the Site or the Services, or their access by other users, or the functioning of the partner networks of the Services or attempt to do all what precedes;
- Transmit or dispatch any virus, Trojan horse, worm, bomb, altered file and/or similar destruction method or corrupt data in the framework of the Services, and/or organize, participate or being involved in any form in an attack against the servers of the SOGOFIF and /or the Services and/or the servers and/or services of suppliers and partners;
- Harass other Subscribers and/or Users of the Site, sending them spam to commercial aim, use the Services for survey, competition, pyramidal sales or any kind of similar operations, or by sending mailings, spams, advertising or any other unsolicited promotions, for commercial or non-commercial purpose;
- Use the Account of another Subscriber and/or User of the Site, to use the identity of another Subscriber and/or User and use fake personal information when interacting with any individual or legal entity in the framework of the Services or when using the Services;
- Gather or intercept by any means that would not expressly be authorized by SOGOFIF, data exchanged by other users of the Site in the framework of the Services or the names/pseudo and/or passwords of any other Users;
- Attempt to obtain a password, information on other Accounts or other private information from any other Subscriber and/or User of the Site, and/or sell, rent, share, lend, and/or with any other means transfer to third parties the Account and/or the means to access it and / or any other means to allow third party to access the Account;
- Do inappropriate use of the support service of SOGOFIF;
- Access, use, download from the Services or reproduce or supply to anybody (freely or against a payment) any list of Subscribers and Users of the Site or any other information on the Subscribers and/or Users or the use of the Services.

**7.7.** Subscribers and Users are committed not to arrange, modify, decompile, disassemble, proceed to reverse engineering, translate, adapt, reproduce, circulate, display or transfer any information, any software and generally any element of the Site and its Services. The re-publishing or automated use of the Services is expressly forbidden.

**7.8.** Subscribers and Users shall inform the SOGOFIF of any use that they could deem as abusive and/or contrary to the ToU.

**7.9.** In case of obvious abuse from a Subscriber and/or an User, SOGOFIF reserves the right to block access to the Site to some IP addresses and suspend or close the Accounts according to article 17- Termination - Account closure. In this framework, the IP address can be used to identify the Subscriber and/or User in order to enforce the ToU.

**7.10.** Subscribers and Users are committed to exempt SOGOFIF from any contribution for damage request, compensation or costs of any kind that could be pronounced consequently to (i) losses that have not been caused by the fault SOGOFIF, (ii) commercial losses (including profit losses, profit,

contracts, expected savings, data, clients or useless expenses), (iii) losses, indirect or consecutive which were not foreseeable (iv) a loss resulting from an entered Information or from a failure by the Users to comply with the obligations of the ToU.

**7.11.** Otherwise Subscribers and Users are committed to intervene on the side of SOGOFIF and to hold harmless the SOGOFIF from any expense, costs or damage in case of claim against SOGOFIF made by another Subscriber and/or User and/or a Third Party for a fact that is their liability.

## **8. SOGOFIF WARRANTIES AND REPRESENTATION**

**8.1.** SOGOFIF does not warrant that the Site and Services will correspond to the requirements of the Subscribers and Users or that their use by them will be uninterrupted and free of any error. The Subscribers and Users only support the total risk regarding the quality, the performance and the use of the Site.

**8.2.** SOGOFIF bears no responsibility for the possible direct, indirect, accidental, consecutive or special damages related to the access or the use of the Site and the Services or suffered consequently to them, included, but without limiting to it, any loss or damage occurred by viruses affecting the computer equipment of the Subscribers and Users or resulting from an information obtained through the Site.

**8.3.** Users and Subscribers understand that the Content, including without limitation the Database information, the Users data, the Subtitles, the Film screeners and any other user generated information are beyond the control of SOGOFIF which does not warranty that all Content is correct, accurate, exhaustive or truthful. SOGOFIF does not provide any warranty that the information upon the rights and acquisition of Subtitles are correct, and more generally does not warranty that the user-generated content is free of rights.

**8.4.** It is notably agreed, that Subscribers and Users are solely responsible for the Contents they upload on the Site and that SOGOFIF does not guarantee that such Contents are accurate.

**8.5.** It is understood that SOGOFIF has no active role within the Services and only provides Subscribers and Users with technical Services they use under their sole responsibility. Accordingly, SOGOFIF is solely a technical intermediary and shall benefit from the hosting providers regime. According to the hosting provider regime, SOGOFIF shall not bear a general Content survey obligation. SOGOFIF does not select, acquire, distribute, license, preview, or approve the Content uploaded on its Site. The Subscribers and Users are sole liable for the Content they transmit to other Users and Subscribers, and shall warrant that they are entitled to upload the Content on the Site, and, the case may be, supply it according to the ToSS. The sole obligations of SOGOFIF in compliance with the hosting provider regime are (i) the providing of a take down procedure as provided by article 10 hereafter, (ii) the proper management of the personal data as provided by article 16, (iii) the rapid take down of obviously illegal Content as soon as SOGOFIF has been effectively informed of it under the conditions of article 10 hereafter.

**8.6.** It is understood that SOGOFIF does not intervene in the promotion and exploitation of the films. Exploitation of the films through the Site is under the responsibility of the Subscribers and Users that upload and display such films on the Site.

8.7. It is understood that SOGOFIF does not intervene in the promotion and sales of the Subtitles. Subtitle Providers solely chose the sales prices of their Subtitles with no intervention from SOGOFIF whatsoever. SOGOFIF does not intervene as a broker but is solely a technical intermediary between Subtitle Providers and Buyers. SOGOFIF does not provide buyers with any guarantee regarding the Subtitles quality nor regarding any copyright infringement regarding such Subtitles' exploitation.

8.8. SOGOFIF is not liable for the insurers, nor for the indirect damages, or loss of chance, loss of gain or expected benefits, nor of financial consequences of possible proceedings by third parties against the Users and Subtitle Providers.

8.9. SOGOFIF reserves the right to modify at any moment, and without notice, its equipment, technical characteristics and availability.

8.10. SOGOFIF DOES NOT MAKE ANY STATEMENT OR GIVE ANY OTHER WARRANTY THAN THOSE EXPRESSLY STATED IN THE PRESENT ARTICLE.

## 9. TAKE DOWN PROCEDURE

9.1. SOGOFIF reserves the rights, at its sole discretion, to reject, refuse or take down one or another of the uploaded Contents (notably third party rights infringing screeners or subtitles), which would infringe the provisions of the ToU, TC or ToSS or the applicable laws and regulations. As well, SOGOFIF reserves the right to refuse, limit, suspend or interrupt an Account in all or in part, at any moment, with or without previous information or explanation, and without engaging any liability for this purpose, in case of violation of the ToU, TC or ToSS or the applicable laws and regulations.

9.2. SOGOFIF permits to the copyright owners or any other rights holder which would claim against the illegal uploading of a Content on the Site, to report any litigious Content and engage a process of take down of that Content, according the following steps:

- The right holder shall:
  - o Bring the evidence of the ownership of your rights or those of your mandatory, if the litigious Content is protected by copyright of a personality right;
  - o The case may be, a mandate of the rights holder;
  - o Identify precisely the litigious Content;
  - o Communicate its identity and your full contact details;
  
- by sending a notice at following address:

SOGOFIF – Cinando, 5 rue Charlot, 75003, Paris, France, a copy of which will be send by email to [contactus@cinando.com](mailto:contactus@cinando.com)

In this second case, the notice shall mention precisely:

- The date of the notification;
- If the right holder is a physical person : name, job, address, nationality, date and place of birth ;
- If the right holder is a legal entity: form, denomination, office address and official representative;
- The names and address of recipient or, name and office of the legal entity;
- The description of the litigious facts and their precise location;
- The reasons for which the Content shall be taken down, comprising the mention of legal dispositions and the fact justifications ;
- The mail copy shipped to the author or editor of the litigious Content, asking for the interruption, take down or modification or justification of the fact that the author or editor couldn't be reached.
- The evidence of the ownership of the rights or those of the mandatory, if the litigious Content is protected by a copyright or a personality right.
- The case maybe, a mandate of the owner of the rights.

It is understood that failing to provide these precise information, SOGOFIF shall have no take down obligation, and may not consider the request as serious. If your take down notice is considered as complete by SOGOFIF, SOGOFIF will proceed to the take down the litigious Content to the extent of the technical possibilities under its control.

## **10. TECHNICAL CHARACTERISTICS OF THE SITE**

**10.1.** The Site and the Services are working on following technical configurations:

- Navigators: Firefox v.57, Chrome v.63
- Hardware: Mac, PC
- Operating Systems: macOS X El Capitan, Windows 8

Users acknowledge and accept that some Cinando Services may require specific technical configurations and accordingly Users can contact SOGOFIF for further precisions or check the FAQ as predicted in article 12 User Care – Technical Services.

**10.2.** Before accessing the Site, Visitors, Subscribers and Users shall verify, under their own responsibility that the computer hardware is properly set up according to the technical specs of article 11.1.

**10.3.** Visitors, Subscribers and Users are advised that any changes to their software and/or hardware configuration may result in degradation or inability to use the Site and the Services. Likewise, Subscribers and Users understand that the Site may be subject to modifications and / or updates that can modify the necessary configuration for its access in an optimum manner. SOGOFIF cannot be held responsible for the difficulties encountered by Visitors, Subscribers and Users who no longer meet the technical requirements to access the Site.

**10.4.** SOGOFIF cannot be held responsible for any damage suffered by Visitors, Subscribers and Users if such damage is due to a technical incompatibility of the IT equipment of the Visitors, Subscribers and Users with the Site.

**10.5.** Visitors, Subscribers and Users shall, at their own cost and as pre-requirement to access the Site, benefit from the technical assistance, hardware and software necessary for Internet use, including

sufficient speed of data transmission. The cost of Internet access and use shall be borne by the Subscribers and Users. Subscribers and Users acknowledge that the characteristics and inherent constraints of the Internet do not guarantee the availability, security and integrity of data transmission over the Internet. SOGOFIF does not warrant that the Site will operate without interruption and without any malfunction. The operation of the Site may be interrupted at any time due to maintenance, updating or technical improvement, or to change its content and / or presentation.

**10.6.** SOGOFIF does not warrant to Visitors, Subscribers and Users that the use of the Site and its Services meet their requirements, nor that the use of the Site may at any time be uninterrupted, fast, secure or error-free.

**10.7.** SOGOFIF cannot be held liable for any malfunction, inability to access the Site or poor working conditions of the Site resulting from unsuitable IT equipment, disruptions due to the Visitors Subscribers or User's internet provider, Internet network congestion and / or for any other reason related to a fact outside SOGOFIF's control.

**10.8.** SOGOFIF reserves the right to modify or improve the Site and services at any time. Such changes will come into effect as soon as they are published online.

## **11. USER CARE – TECHNICAL SERVICES**

For any technical difficulties linked to the Site's use, Users may benefit from a technical support available on following contact details:

- Email: [contactus@cinando.com](mailto:contactus@cinando.com)

A FAQ is also available on following link: <https://cinando.com/en/FootPage?page=help>

## **12. INTELLECTUAL PROPERTY**

### **12.1. Site**

The presentation and the content (text, animated or non-animated images, know how, drawings, graphics, and any other element) of the Site are fully protected by the regulations pertaining to intellectual and industrial property. Any form of reproduction, modification, transmission, or publishing of all or part, to any use, is prohibited without the pre-approval of the SOGOFIF. Also, the Visitors, Users, and Subscribers shall not copy, reproduce, exploit, modify, alter, communicate or transmit, without prior authorization, for private or professional use, trademarks, logos, applications, data bases, patents, licenses, photos, videos, know how, and any other element shown on the Site. It is also strictly forbidden to post online the Site on another URL without the express authorization of SOGOFIF.

### **12.2. Subscribers**

The Subscribers or their Users can upload Contents on their Account 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 reals, Subtitles...

It is understood that such Contents remain the property of the Subscribers and/or Users, subject to any third party rights.

The Subscribers and Users declare and warrant having all necessary authorizations to reproduce and display the Contents. Contents coming from third parties that may be registered on the Site must show expressly their origin and shall comply with the French and International intellectual property regulation. The Subscribers and Users alone are liable for the Contents they are uploading on the Site.

Finally, Subscribers and Users grant to SOGOFIF a worldwide non-exclusive license, limited to the use of their uploaded Content within the limit of the technical affordness of the Site.

### **13. THIRD PARTY SERVICES**

**13.1.** Users acknowledge that Services and generally the Site may contain hypertext links to other Internet sites and services published by third parties (hereafter « Third Party Services »).

**13.2.** Users notably acknowledge that any payment by credit card is done through a third party payment service which terms and conditions of services shall be accepted. The confidential data (bank and card numbers, expiring date and CVX code) are directly transmitted to the servers of said third party payment service in encrypted data. SOGOFIF has not access to this data.

**13.3.** SOGOFIF does not warrant that the information contained in the hypertext links or in all other Third Party Services are accurate, complete or true. Consequently, any access to a Third Party Service related to the Site shall be done under the sole, full and total responsibility of the Users and Subtitle Providers.

**13.4.** Notably, the Site may allow the Users to share some contents of the Site on the Third Party Services, and in particular on social networks. Sharing with the Third Party Services some information published by the SOGOFIF requires usually from Users to accept the terms of use of these Third Parties Services and possibly to share with Third Parties Services some information communicated to SOGOFIF. This connection to Third Party Services is not part of the responsibility of SOGOFIF and Users connect at their own risks and according to the terms of use and services of the Third Party Services. Users understand notably that Third Party Services will be able to collect information about them and about their use of the Site if they share some content on their services and notably links to the Site.

**13.5.** Accordingly, the Site may contain ads and links to Third Party Services. Users and Subtitle Providers understand that SOGOFIF is not in any way related to the Third Party Services and cannot be held liable for the products or services promoted or for services execution by Third Party Services.

### **14. MAILING – PROSPECTION**

Subscribers and Users agree to receive communications and commercial offers on products and/or services supplied by SOGOFIF by any means and notably by e-mail, letters, sms or phone. Subscribers may receive also a newsletter on the e-mail address they have entered in their Account.

It is understood that Subscribers and Users will be able to opt out from any electronic communications sent such as newsletters if they wish to by clicking on « unsubscribe » shown at the end of each electronic communication.

## **15. PERSONAL DATA**

**15.1.** The personal data files of the Site are handled carefully in compliance with the applicable regulations. By using the Services, and subscribing an Account, Users accept the processing of their Personal Data within the frame of the present clause.

**15.2.** SOGOFIF attaches great importance to the protection and security of Users data. Accordingly, SOGOFIF pays particular attention to the protection of Visitors and Users' personal data, and ensures that no Personal Data will be commercialized to third parties.

**15.3.** To connect to his Account, a User must enter a log-in and password. To create an Account a Visitor shall transmit the information required in article 3.2 of the ToU notably her/his various personal contact and during their use of the Site, may provide their market presence and identity details (ie. Name, First name, title, phone, mobile, e-mail, memberships, public posts, picture, Market attendance, Login,data...). Depending on the options submitted by the User in its Account, SOGOFIF may use this information, to:

- Check, manage and update the User's Account;
- Process orders and billings;
- Contact Users in the frame of the Services;
- Advise Users on customer advices and communicate information regarding SOGOFIF and all its products by e-mail, letter, phone or text;
- Permit User's to contact each other and use the Services ;
- Update the technical specs of the Services or appoint a subcontractor to do so ;
- Store the Service and the Personal Data for purpose of running the Service ;
- Permit the User's to download contact details for professional purpose ;
- Establish service partnership with third party undertakings ;
- Comply with legal requirements and regulations.

In connection with the above detailed aims, SOGOFIF shall to the necessary extent of providing its Service, be able to transfer the Personal data, internationally, to permit the Users to download the contact details of other Users, store the Services and the Personal Data related to it, permit subcontractors or SOGOFIF to update the technical specifications of the Site, enter into partnerships with Third party services within the frame of the applicable regulations. Further transfers are detailed in article 16.9 hereafter.

**15.4.** SOGOFIF complies with appropriate measures to industry standards to protect Users personal data. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While SOGOFIF uses commercially acceptable means to protect Users personal data, SOGOFIF cannot guarantee its absolute security. It is understood that the Users password are encrypted and that SOGOFIF has no access to such passwords. SOGOFIF shall notify to the regulatory body CNIL according to article 33 and 34 RGD in case a breach of security has been identified within the personal data process.

**15.5.** According to the law "informatique et liberté from January 6<sup>th</sup> 1978 as modified, and the EU Regulation 2016/679 of April 27<sup>th</sup> 2016, the Users have the right to access and modify their personal



information. The Users may access and receive in a currently used format their own information through a request to SOGOFIF at the address mentioned in Article 2 of the ToU.

**15.6.** Users may consult, modify and delete their personal data via « My Account » tab. Users acknowledge that their Personal Data is stored as long as their account is open, and as long as necessary for providing the Services.

**15.7.** Users may also, for legitimate reasons, oppose the processing of their personal data. To learn more about their rights Users may visit CNIL website. Such opposition may result in the inability to use the Services. The Users may write to oppose to the processing of their personal data to the SOGOFIF at following address :

SOGOFIF – CINANDO  
5 rue Charlot  
75003 Paris

**15.8.** User acknowledge that in case of damages suffered in connection with the use by SOGOFIF of their Personal Data, these shall be limited according to the liability clause of article 9 of the present ToU.

**15.9.** SOGOFIF communicates Users data in the following cases :

- Transfer to sister or mother companies, that would be subject to the present ToU, or enforce dispositions that have at least the same level of protection;
- Transfer to the commercial partners having concluded a distribution contract with SOGOFIF and who are committed to data protection regulations as SOGOFIF is;
- Transfer to suppliers who are in charge on behalf of SOGOFIF of carrying services such as orders of equipment, payments (credit card), processing of late payments, customers services or data processing;
- Transfer in case of company restructuring such as merger and acquisitions and transfer of important part or all of SOGOFIF shares;
- In the framework of legal obligations.

**15.10.** A register of Personal data processing is established by SOGOFIF and at the disposal of the Users.

**15.11.** When recommended by law, in case of communication of Personal Data to subcontractors in the frame of the present article 16, SOGOFIF establishes a precise contract in compliance with the EU commission decision (2010/87/EU) pursuant to standart clauses for personal data transfer to third party countries located subcontractors.

## **16. COOKIES**

**16.1.** SOGOFIF may use cookies to determine the routing to the Site in order to allow SOGOFIF to record the activity of the Users of the Site and to evaluate and improve the Site at the sole purpose of increasing its efficiency. Users accept the use of cookies on their computers.

**16.2.** Users understand that cookies do not contain any personal data, and will not be used by SOGOFIF to commercial ends.

**16.3.** It is reminded that most web browsers can either alert Users to the use of cookies or refuse to accept cookies entirely. If Users do not want us to have cookies in their browser, they can set their browser to reject cookies or to notify you when a website tries to put a cookie on their computer. Rejecting cookies may affect their ability to efficiently use the Site.

## **17. TERMINATION – ACCOUNT CLOSURE**

### **17.1. At the term of the subscription period**

Fifteen (15) days prior the term of the Subscription, the Subscriber is advised of the proximity of such term by a visual signal.

At the term of the subscription period, Subscriber understands that SOGOFIF may suppress all information and data saved in its Account within 5 (five) days.

### **17.2. By the Subscriber**

A Subscriber cannot close its Account without terminating its subscription. If a Subscriber wishes to terminate its subscription, it can do so by sending a letter or an email to SOGOFIF to the address detailed at article 2 of the Site.

It is agreed that payments for the pending period shall stay definitely acquired to SOGOFIF, and shall not in any case be reimbursed, and the Subscriber shall continue to pay its subscription and Services until the term of the pending period.

The case may be, the Subscriber understands that SOGOFIF may suppress all information and data saved in its Account.

If SOGOFIF does not comply with its obligation as detailed in article 9 – Warranties and liabilities of SOGOFIF, and 30 (thirty) days after sending to SOGOFIF of a letter with acknowledgement of receipt that stayed without corrective action, the Account will be terminated without need of any other procedure. The Subscribers understand that they will be able to obtain compensation for sole direct damages due to the failure of SOGOFIF, excluding indirect damages, and in the limit of a one-year subscription amount.

### **17.3. By SOGOFIF**

SOGOFIF reserves the right to suppress the Account of a Subscriber in case of:

- Default of payment;
- Insolvency;
- Infringement of the Intellectual Property Laws;
- Failure of the Subscriber or its Users to comply with one of their obligations according to the ToU and TC;

SOGOFIF will be able to stop at any time access to the Site and to the Services in case of:

- Insolvency;
- Failure of the Subscriber and/or its Users to comply with one of their obligations according to the ToU and TC.

## **18. FORCE MAJEURE**

**18.1.** Notwithstanding anything herein contained to the contrary, neither party shall be liable to the other in damages because of any failure to comply with their obligations hereunder caused by any « force majeure event » or a fortuitous event, because of the other Party or a third party or external causes such as social unrest, intervention of the civil or military authorities, natural disasters, fire, water damage, interruption or malfunctioning of telecommunication network. However, it is understood that the Party concerned by the force majeure event shall do everything in its power to limit the duration and effects of such force majeure event or external cause.

**18.2.** Specifically, Users understand that SOGOFIF cannot be held liable for any malfunction or interruption in the procurement of the Services related to or resulting from a force majeure event or any damage that may result from the said malfunctions and interruptions.

## **19. TOLERANCE**

**19.1.** The fact for SOGOFIF not to demand execution of any disposition of the ToU or to tolerate the non-execution, in a temporary or permanent manner, shall not be construed as a renunciation by SOGOFIF to exercise the rights it has according to the ToU.

**19.2.** In the same way, the fact for SOGOFIF to tolerate a non-execution or partial execution of the ToU or more generally tolerate any act, omission, abstention of the Subscribers that would not be in accordance with the ToU does not confer any right to the Subscriber benefiting from such a tolerance.

## **20. INTEGRITY – SEVERABILITY**

**20.1.** The present ToU represent the integral commitment of SOGOFIF, the Subscribers and the Users regarding the use of the Site, under the conditions of possible further modifications of the present ToU made by SOGOFIF in the limits of article 22 hereunder.

**20.2.** In the case when one of the provisions of the ToU would be declared void or inapplicable due to statutory or legal provisions, present or future, or in virtue of a Court decision and emanating from a competent organism, this disposition would be declared not written. SOGOFIF shall then replace the provision with a new provision with the closest meaning. It is understood that all other provisions stay unchanged in that case.

## **21. MODIFICATION OF THE ToU**

**21.1.** At any moment, SOGOFIF reserves the possibility to adapt or modify at any moment the present ToU under the condition of informing the Users. Once published online at the disposal of the Users, such modifications are immediately effective.

**21.2.** For any modification, SOGOFIF will inform the Users of the modification of the ToU on the Welcome page of the Site, by message, e-mail, or any other adapted mean. The ToU are also available at any moment on the Site.

**21.3.** If Users continue to use the Site and Cinando or Cinando Subtitles Services after modification of the ToU, they accept explicitly or tacitly the modifications of the ToU. If the Users disagree with the ToU, they shall stop using the Site and Cinando or Cinando Subtitles Services immediately and shall proceed to the suppression of their Account in application of article 17.

## **22. APPLICABLE LAWS AND JURISDICTION**

**22.1.** The present ToU are submitted to French law.

**22.2.** For any lack of amicable settlement, any claim or dispute arising out the performance of the TOU or any breach thereof shall be governed by the commercial rules of the competent French courts.