

CINANDO SUBTITLES
TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

CINANDO SUBTITLES is an Internet service included in the Cinando website and allowing subtitles providers to upload their subtitles and offer them for sale or free of charge to Cinando's users.

CINANDO SUBTITLES Services and Supply Services are detailed below in articles 4 – Description of CINANDO SUBTITLES Services and 5 - Description of CINANDO SUBTITLES Supply Services of the Terms and Conditions for Subtitles Providers.

The current Terms and Conditions for Subtitles Providers aim to define the terms and conditions under which a Cinando User may offer subtitles for sale or free of charge through CINANDO SUBTITLES.

It is agreed that the Use of CINANDO SUBTITLES Services implies the Users' full and complete approval of the Terms and Conditions for Subtitles Providers. If a User does not accept the Terms and Conditions for Subtitles Providers, he/she shall cease to use CINANDO SUBTITLES Services.

1. DEFINITIONS

- “Account”** refers to interface made available to the Users for accessing the Site and Services;
- “Catalogue”** refers to the catalogue of Subtitles made available by Subtitles 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 by SOGOFIF through the Site;
- “CINANDO SUBTITLES”** refers to the online Subtitles sale interface made available through the Site;
- “CINANDO SUBTITLES Supply Services”** refers to any supply services made available through CINANDO SUBTITLES as described in article 5 – Description of CINANDO SUBTITLES Supply Services;
- “CINANDO SUBTITLES Services”** refers to any services made available through CINANDO SUBTITLES as described in article 4 – Description of CINANDO SUBTITLES Services;
- “License”** refers to the exploitation license granted by a Subtitles Provider to a Buyer through CINANDO SUBTITLES, such License shall be non-exclusive, worldwide, for all media and for the duration of the copyright;
- “Parties”** refers collectively to SOGOFIF, the Users and Subtitles Providers;
- “Subtitles Provider”** refers to any User that is entitled to offer Subtitle for sale or free of charge by CINANDO SUBTITLES in compliance with the current TC;
- “Services”** refers to any services provided by the Publisher 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;
- “Subtitles”** refers to any subtitle offer for sale on CINANDO SUBTITLES by a Subtitles Providers in compliance with the current TC. It is notably understood that “subtitle” shall mean both the translation and the relevant computer files;
- “TC”** refers to the current Terms and conditions for Subtitles Providers;
- “ToU”** refers to the general Terms and conditions of Use of the Site;
- “ToSS”** refers to the terms and conditions of Subtitles Sales provided on CINANDO SUBTITLES and to be signed between Subtitles Providers and Users wishing to supply their Subtitles or buy Subtitles;
- “User”** refers to any person having created an Account on the Site following the ToU;
- “Visitors”** refers to any person surfing the Internet and accessing the Welcome page of the Site.

2. SITE PUBLISHER INFORMATION

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

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 publisher 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. ELIGIBILITY TO CINANDO SUBTITLES SERVICES

3.1. Access to CINANDO SUBTITLES is strictly limited to Users of the Site.

3.2. In order to open an Account, Visitors first fill in the Account registration form following the instruction set in in the ToU of the Site.

3.3. It is reminded that the Use of the Site implies the Visitors and Users' full and complete approval of the ToU. Any term of the ToU remains applicable within the frame of CINANDO SUBTITLES. If a User does not accept the ToU, he/she shall cease to use the Site and the Services.

3.4. Any User that wishes to upload and sale Subtitles through CINANDO SUBTITLES shall agree with the TC, and present to SOGOFIF all warranties regarding compliance to the present TC, by following the validation process:

- The User will make his/her request to SOGOFIF by sending an email to support@cinando.com;
- SOGOFIF will analyze the request and compliance to the present TC. In case of approval SOGOFIF will send to the User the present TC and will activate the service upon reception of the TC duly signed by the User. In case of denial, SOGOFIF will inform the User by sending him/her an email.

3.5. SOGOFIF reserves the right to approve or deny the access to CINANDO SUBTITLES Sale Services at any moment. SOGOFIF may also solicit from the User any further information justifying her/his situation.

4. DESCRIPTION OF CINANDO SUBTITLES SERVICES

CINANDO SUBTITLES Services are fully described in the ToU and the present TC only describes under which a Subtitles Provider may offer subtitles for sale through CINANDO SUBTITLES.

5. DESCRIPTION OF CINANDO SUBTITLES SALE SERVICES

5.1. Subject to article 3 of the TC, Subtitles Providers are offered the following CINANDO SUBTITLES Sale Services.

5.2. Upload of Subtitles Information

Prior to the upload of Subtitles Files for sale on CINANDO SUBTITLES, a Subtitles Provider shall complete a Subtitles Information form.

- a) Subtitles Provider shall complete the film information comprising:

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

- English title
- Original title
- Language
- Duration
- Director
- Production Country

Subtitles Providers understand that additional information may eventually be requested in order to complete the film information, but such additional information is non-mandatory.

b) Subtitles Provider shall complete the Subtitle Information comprising:

- Language
- Translator(s)
- Framerate(s)
- Requested price all taxes included (the case may be, the Subtitles Provider shall mention the applicable VAT on the relevant invoice.)

Subtitles Providers understand that additional information may eventually be requested in order to complete the film information, but such additional information are non mandatory.

Subtitles Providers warrant that Subtitles Files will include all necessary information for the Subtitles exploitation such as the translators' names.

Finally, Subtitles Provider shall check "Yes" or "No" for the following questions:

- Exploitation Rights: Do you hold the worldwide rights to these subtitles for all media and for the legal duration of the copyright?
- Moral Rights: Do you confirm that you are the moral rights holder for these subtitles, or that they have been waived by the translator(s) expressly and in written form?
- Authorise adaptation: Do you grant the buyer permission to modify these subtitles should the film version be different, or to adapt them to a different local language?
- Credits Requirements: Must the author(s) appear in the film credits? If No, I hereby confirm that the paternity rights have been waived by the translator(s) expressly and in written form.

5.3. Upload of Subtitles Files

Within the context of uploading the Subtitles File, the Subtitles Provider shall link the Subtitles Files to the relevant Subtitles Information.

On a first step, CINANDO SUBTITLES entrusts a dedicated partner, TITRAFILM 9-11 Rue Rolland 93400 Saint Ouen France to execute a simple conformity verification of the Subtitles File;

After this first step :

If the Film benefit from an ISAN number, such ISAN number is incorporated in CINANDO SUBTITLES database.

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

If the Film does not benefit from an ISAN number, CINANDO SUBTITLES requires that ISAN allocates such an ISAN number to the Film.

In any case, CINANDO SUBTITLES requires that ISAN allocates an ISAN version number (V-ISAN) to the Subtitles File.

Then, such V-ISAN number is transmitted to TITRAFILM 9-11 Rue Rolland 93400 Saint Ouen France that does a second technical control of the Subtitles File, transcodes the file in TTML and includes the allocated V-ISAN number.

Subtitles Providers understand that SOGOFIF does not intervene for such conformity verification and transcoding and that TITRAFILM 9-11 Rue Rolland 93400 Saint Ouen France shall be considered as a Third Party Services as detailed in article 9 of the present TC.

Furthermore, in case of failure of the conformity verification mentioned above, the uploading process is aborted and the Subtitles Provider is invited to upload a new file.

5.4. Online release - Subtitles storage – Subtitles Supply or Sales

If the Subtitles Providers elect so through their Account, the Catalogue is updated to include the relevant Subtitles that will be available for the Buyers to purchase. In the absence of such will, the Subtitles Files may only be stored on the Site.

Prior to the online release of the Subtitles within CINANDO SUBTITLES and the incorporation of the Subtitles within the Catalogue, Subtitles Providers acknowledge the present TC.

It is understood that the Licenses shall be non-exclusive, worldwide, for all media and for the duration of the copyright. If a Subtitles Provider does not agree to such License terms or did not clear all rights to be able to grant such License, he/she shall not grant the License through CINANDO SUBTITLES.

Subtitles Providers freely chose and confirm the price of such Licenses. Such prices shall include all applicable taxes. It is understood that the case may be, the Subtitles Provider shall mention the applicable VAT on the relevant invoice.

The purchase process is fully detailed in the ToU and Subtitles Providers shall comply with such process. It is notably understood that:

- Subtitles Providers and Buyers will enter into specific License agreement, understood that SOGOFIF shall not be part of such License agreement.
- The case may be, all payments related to the sales of Subtitles through CINANDO SUBTITLES are made in compliance with the payment process as detailed in the ToU that shall be made available to the Subtitles Providers and Buyers as a PDF files.

Finally, when expressly requested by the Buyers, the Subtitles Providers shall transmit the invoices for Subtitles sales to the Buyers, including any applicable VAT.

5.5. Storage of Subtitles Files

Subtitle Files will be stored under TTML format and on dedicated servers.

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

SOGOFIF or any third party elected by SOGOFIF will comply with industry standards to protect Subtitles Files. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While SOGOFIF uses commercially acceptable means to protect Subtitles Files, SOGOFIF cannot guarantee their absolute security.

5.6. Price suggestion tool

SOGOFIF may provide the Subtitles Providers with average sales prices for the Subtitles notably based on the sales analyses. Nonetheless, such recommended prices are solely and purely informative and subject to objective data processing. Subtitles Providers freely chose the price of the Licenses with or without respect of this sales information.

5.7. Notification

Subscribers 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.

Subtitles Providers are automatically informed when a Buyer acquires a Subtitle File, by email to their account that created the subtitle entry and in the Subtitle Manager in the Subtitles Providers admin pages in Cinando. If the Subtitles Provider wants to change the recipient account he shall notify SOGOFIF.

5.8. Reporting

CINANDO SUBTITLES provides Subtitles Providers with a reporting tool allowing them to overview and analyze the Subtitles acquisitions.

5.9. Screeners

CINANDO SUBTITLES provides Users with a screening tool allowing them to preview a portion of a Film with its relevant Subtitles. Uploading of a screener is made under the sole responsibility of the User. If such Screener is made available, it is understood that the Subtitles Providers formally authorize SOGOFIF to proceed to such synchronization and exploitation of the Subtitles on Cinando Services.

5.10. Subtitles preview

When no screener is available as described in article 5.9 above, CINANDO SUBTITLES provides Users with a Subtitles preview tool allowing them to preview the Subtitles. It is understood that only the first and last 5% of the Subtitles Files are available for preview. The Subtitles Providers formally authorize SOGOFIF to proceed to such exploitation of the Subtitles on Cinando Services.

6. SUBTITLES QUALITY AND TECHNICAL SPECIFICATIONS

6.1. Subtitles Providers commit to offer for sale high quality Subtitles. Subtitles Providers will notably make sure that the translation is accurate.

6.2. Subtitles Providers will respect all industry standards regarding the quality and format of the Subtitles.

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

6.3. Subtitles Providers understand that they can only upload Subtitles Files with respect to the following technical specificities and format:

PAC , UNIPAC, EBU , RTF ,TXT , QTT , TT, NFLX,_TT , EBU_TT, ITT , SRT, SUB , VTT, SMPTE_XML , STL , SONY_ARCH , ROXIO_DVDIT SMPTE_TT

Other technical configurations may be accepted and accordingly Users can contact SOGOFIF for further precisions or check the FAQ as predicted in article 12 User Care – Technical Services.

6.4. SOGOFIF reserves the right to withdraw the access to CINANDO SUBTITLES Sale Services to any Subtitles Provider that shall not complete these Subtitles quality standards, if SOGOFIF has received complaints from any Buyers.

7. WARRANTIES AND LIABILITY OF THE SUBTITLES PROVIDERS

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. Users shall comply with nationally or internationally applicable laws and regulations, the ToU and the present TC.

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

7.3. Subtitles Providers are committed not to use the Site and CINANDO SUBTITLES Services proposed by the Site for illegal means or with the objective of committing illegal, offensive or criminal acts.

7.4. Subtitles Providers expressly warrant that they are fully entitled and empowered to upload and display the Subtitles on CINANDO SUBTITLES, to grant the Licenses on the Subtitles to the Buyers and that such rights are not and shall not be in any manner, granted, mortgaged, encumbered, nor in any way devolved to any third party.

7.5. Subtitles Providers warrant that no dispute or proceedings involving the Subtitles they upload on CINANDO SUBTITLES are in progress or about to be instituted.

7.6. Subtitles Providers undertakes now and henceforth to supply SOGOFIF or the Buyers, upon first request and within a maximum period of 8 (eight) days following the SOGOFIF or the Buyers' request, with any document or any certificate pertaining to the Subtitles they upload on CINANDO SUBTITLES.

7.7. Subtitles Providers shall communicate to SOGOFIF sincere and true information and any information and documents requested for execution of the CINANDO SUBTITLES Services and Sale Services. It is to be reminded that the civil and penal liability of the Subtitles Providers would be engaged in case of communication of false documents and/or untrue elements within the process of administrative or judiciary applications.

7.8. In case of obvious abuse from a Subtitles Provider, SOGOFIF reserves the right to block access to the Site to some IP addresses and suspend or close the Accounts according to article 13 – Termination. In this framework, the IP address can be used to identify the Subtitles Provider in order to enforce the TC.

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

7.9. Subtitles Providers 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 SOGOFIF's fault, (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 Subtitles Providers to comply with the obligations of the TC.

7.10. Otherwise Subtitles Providers are committed to intervene on the side of SOGOFIF and to hold harmless SOGOFIF from any expense, costs or damage in case of claim against SOGOFIF made by an User and/or a Third Party for a fact that is their liability.

8. WARRANTIES AND LIABILITY OF SOGOFIF

8.1. SOGOFIF does not warrant that the Site and CINANDO SUBTITLES Services and Supply Services will correspond to the requirements of the Users or that their use by them will be uninterrupted and free of any error. The Users and Subtitles Providers 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 and CINANDO SUBTITLES Services and Supply 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 User or resulting from an information obtained through the Site.

8.3. Even if SOGOFIF tries to ensure – by all means that can be reasonably expected from SOGOFIF – that all information available throughout the Site is correct, there can be no warranty for it, and SOGOFIF has no liability for the accuracy, exhaustive character, and to the truthfulness of all element of information available on the Site, all information available on the Site is only published as informative without any implied or explicit warranty.

8.4. It is notably agreed, that if SOGOFIF regularly updates the database of the reporting tools, the information contained within are not submitted to the Subtitles Providers for other purpose than informative and shall not engage the liability of SOGOFIF.

8.5. It is understood that SOGOFIF has no active role within CINANDO SUBTITLES Services and Supply Services and only provides Subtitles Providers with sale tools they use under their sole responsibility. Accordingly, SOGOFIF is solely a technical intermediary between Subtitles Providers and Buyers and shall benefit from the hosting providers regime. According to the hosting provider regime, SOGOFIF shall not bear a general survey obligation. SOGOFIF does not select, acquire, distribute, license, preview, or approve the Subtitles on its Site. The Subtitles Providers are sole liable for the Subtitles they transmit to Buyers and shall warrant that they are entitled to upload them on the Site, and, the case may be, provide them 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 in article 10 of the ToU, (ii) the proper management of the personal data as provided by article 16 of the ToU, (iii) the rapid take down of obviously illegal information as soon as SOGOFIF has been effectively informed of it under the conditions of article 10 of the ToU.

8.6. It is understood that SOGOFIF does not intervene in the promotion, supply and/or sales of the Subtitles or advise and guide the Subtitles Providers. Information contained within is solely informative. Subtitles Providers solely chose the sales prices of their Subtitles with no intervention from

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

SOGOFIF whatsoever. SOGOFIF does not intervene as a broker but is solely a technical intermediary between Subtitles Providers and Buyers that provides Subtitles Providers with sale tools they use under their sole responsibility.

8.7. Furthermore, it is understood that the Subtitles Providers do not benefit from any license of use of Cinando's brand and logo. SOGOFIF does not intervene as a franchisor and Subtitles Providers cannot act as Cinando's franchisee.

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 Subtitles 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. THIRD PARTY SERVICES

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

9.2. 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. Information available at: MANGOPAY (www.mangopay.com) 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.

9.3. 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 Subtitles Providers.

9.4. 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 Publisher 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 connexion 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.

9.5. Accordingly, the Site may contain ads and links to Third Party Services. Users and Subtitles Providers understand that SOGOFIF is 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.

10. INTELLECTUAL PROPERTY

10.1. 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 Users and Subtitles Providers shall not copy, reproduce, exploit, modify, alter, communicate or transmit, without prior authorisation, for private or professional use, trademarks, logos, applications, data bases, patents, licences, 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.

10.2. Subtitles Providers

SOGOFIF does not acquire any right upon the Subtitles and or any data uploaded by the Users and Subtitles Providers. Users and Subtitles Providers remain entitled to such rights, the case may be.

Subtitles Providers declare and warrant having all necessary authorizations to reproduce, display and sale according to the present TC and to the ToSS, the Subtitles they upload on the Site. Subtitles Providers notably warrant having lowered to the maximum extent of the applicable law, the moral rights of the Subtitles creators, and if possible in the local legal system, warrant that Subtitles creators have waived their moral rights. Subtitles Providers also warrant having obtained the necessary authorizations from the right holders of the original version of the Film dialogues subject to subtitling. If indicated as possible on the Subtitle page, Subtitles Providers also warrant having cleared the adaptation rights by third parties of the Subtitles offered for Sale on the Site. More generally, it is understood that Subtitles Providers alone are liable for the Subtitles they are uploading on the Site. SOGOFIF reserves the right to deny access to CINANDO SUBTITLES to any Subtitles Provider who would not comply to the present clause, without prejudice of any damages.

11. USER CARE – TECHNICAL SUPPORT

For any technical difficulties linked to the CINANDO SUBTITLES's use, Subtitles Providers may benefit from a technical support available on following contact details:

- Email : contactus@cinando.com

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

12. FORCE MAJEURE

12.1. 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.

TERMS AND CONDITIONS FOR SUBTITLES PROVIDERS

12.2. Specifically, Subtitles Providers 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.

13. TERMINATION – ACCOUNT CLOSURE

13.1. The Account closure process by any User is detailed in the ToU.

13.2. The Account closure process by SOGOFIF is detailed in the ToU. In addition, Subtitles Providers understand that SOGOFIF will be able to stop at any time access to the Site and to the CINANDO SUBTITLES Sales Services in case of failure of the Subtitles Provider to comply with one of her/his obligations according to the present TC.

14. TOLERANCE

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

14.2. In the same way, the fact for a Party to tolerate a non-execution or partial execution of the TC or more generally tolerate any act, omission, abstention of the other Party that would not be in accordance with the TC does not confer any right to the Party benefiting from such a tolerance.

15. INTEGRITY – SEVERABILITY

15.1. The present TC represent the integral commitment of SOGOFIF and the Subtitles Providers regarding the sales of Subtitles through CINANDO SUBTITLES Services, under the conditions of possible further modifications of the present TC made by SOGOFIF in the limits of article 16 hereunder.

15.2. In the case when one of the provisions of the TC 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.

16. MODIFICATION OF THE TC

16.1. At any moment, SOGOFIF reserves the possibility to adapt or modify at any moment the present TC under the condition of informing the Subtitles Providers. Once published online at the disposal of the Subtitles Providers, such modifications are immediately effective.

16.2. For any modification, SOGOFIF will inform the Subtitles Providers of the modification of the TC on the Welcome page of the Site, by message, e-mail, or any other adapted mean. The TC are also available at any moment on the Site.

16.3. If Subtitles Providers continue to use CINANDO SUBTITLES Services after modification of the TC, they accept explicitly or tacitly the modifications of the TC. If the Subtitles Providers disagree with the TC, they shall stop using CINANDO SUBTITLES Services immediately and shall proceed to the suppression of their Subtitles Information and Files.

17. APPLICABLE LAWS AND JURISDICTION

17.1. The present TC are submitted to French law.

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

Date:

Company name:

Full name:

I confirm I have read and understood and do agree the above conditions.

Signature: