



GENERAL TERMS AND CONDITIONS

of Bitfilm Networks GmbH

Section 1 Scope

The following General Terms and Conditions govern the use, by registered members (hereinafter "Users"), of online community platforms, including the "Bitfilm Club," offered by Bitfilm Networks GmbH, Steintorweg 4, 20099 Hamburg, Germany (hereinafter "Bitfilm Networks") at www.bitfilm.com/club or at www.bitfilm.com/club/partners, the address of the Bitfilm Networks partners (hereinafter the "Bitfilm Networks Partners"). Hereinafter the online community platforms offered on the web site of Bitfilm Networks or the web sites of the Bitfilm Networks Partners shall collectively be referred to as the "Bitfilm Networks Clubs."

Section 2 Subject Matter

- 2.1 The Bitfilm Networks Clubs is an online community platform that serves as a multimedia business directory of the film industry. Users of the Bitfilm Networks Clubs include, without limitation, film directors, film producers, animation and special effects experts, content purchasers, advertising customers, and other customers for motion picture contents from around the world.
- 2.2 The Bitfilm Networks Clubs are online community platforms which allow each User to create, maintain and operate a member profile using contents such as texts, images and digital video files after completing the registration process (See Section 3 below).

Users of the Bitfilm Networks Clubs may view the member profiles of other Users and contact other Users.

- 2.3 Users may choose among two types of membership in the Bitfilm Networks Clubs:
 - 2.3.1 Standard membership:

Standard membership allows use of the Bitfilm Networks Clubs as an online community platform and creation of a standard member profile without the use of multimedia contents.



- 2.3.2 Premium membership:
Premium membership allows use of the Bitfilm Networks Clubs as an online community platform and entitles the User to create, maintain and operate a member profile using texts, images, digital video files or other contents.
- 2.4 Users are not selected by Bitfilm Networks, and as a general rule Bitfilm Networks initially has no control over who registers as a member of the Bitfilm Networks Clubs. The contents of Users' member profiles are not subject to editorial selection, design or change by Bitfilm Networks.
- 2.5 Bitfilm Networks has no part in the substance of any communications between Users, and Bitfilm Networks hereby expressly advises Users that Bitfilm Networks will not become a party to or otherwise participate in any agreements between Users of the Bitfilm Networks Clubs. Users assume full and sole responsibility for the execution and performance of agreements between them. Bitfilm Networks assumes no liability for any breach of contract committed by Users under such agreements, and Bitfilm Networks makes no warranty that membership in the Bitfilm Networks Clubs will result in any agreements with other members.

Section 3 Membership Agreement, Registration, Access Data

- 3.1 Prior to any use of the Bitfilm Networks Clubs Users must register as standard or premium members by completing the registration form [link]. The Bitfilm Networks Clubs membership agreement between Bitfilm Networks and the User takes effect upon successful completion of the registration process.
- 3.2 The User warrants that all personal data provided to Bitfilm Networks Clubs for registration purposes are true and correct and that no required personal data have been omitted. The User acknowledges that providing false user data will result in immediate termination of the User's membership privileges. The User is responsible for updating personal data on an ongoing basis without demand.
- 3.3 The User warrants that he/she is an adult at the time of registration, i.e., at least 18 years old.



3.4 The User agrees that his/her data may be registered and electronically stored by Bitfilm Networks. Data of the User may not be disclosed to any third parties except with the express consent of the User.

3.5 The User shall maintain confidentiality with respect to his/her access data (login data) to prevent any misuse by unauthorized third parties, and the User is liable for the actions of any unauthorized third parties if the User discloses his/her access data to such third parties. The User shall promptly notify Bitfilm Networks of any unauthorized use of his/her access data and/or member profile, as well as of any other violations of applicable security provisions.

Bitfilm Networks assumes no liability of any kind for any losses or damages resulting from any non-compliance with the foregoing obligations by the User.

Section 4 Membership Fees, Charges, Payment Terms

4.1 Standard membership is free.

4.2 Premium membership is fee-based. The amount of membership dues payable to Bitfilm Networks depends upon the volume of video traffic made available each month. Additional details are set forth on the Bitfilm Networks Clubs Web site under the heading "User Instructions" in the menu item "Costs" [insert Link].

The current membership dues and payment status of each User are listed in the User's member profile under the menu item "Account."

Premium membership dues are payable at intervals of three months.

4.3 The User may choose one of the payment methods offered at the time of registration to pay membership dues and other charges.

4.4 If membership dues or other charges cannot be collected because of insufficient funds in the debit account designated by the User, the User shall be responsible for all resulting costs, including, without limitation, bank charges incurred in connection with returned debits or comparable charges.



In addition, Bitfilm Networks shall have the right to block the member profile of any User, if membership dues and/or any other charges are not paid when due. In such case Bitfilm Networks will notify the member before blocking his/her member profile.

- 4.5 At the request of the User, Bitfilm Networks will invoice the User for registration charges and premium membership dues by e-mail, and invoices will be available for downloading in the premium membership area for a period of one (1) year from the invoice date.

Section 5 Availability of Bitfilm Networks Clubs

Bitfilm Networks makes reasonable efforts to maintain the continuous, uninterrupted availability of all service, contents and stored messages of the Bitfilm Networks Clubs. The User acknowledges that continuous, uninterrupted availability is not guaranteed and that availability cannot be guaranteed for any particular times. Necessary maintenance and security work shall generally be performed during business hours (9 a.m.-6 p.m.). If it is foreseeable for Bitfilm Networks that upcoming maintenance and/or security work will substantially disrupt or interfere with the service of Bitfilm Networks, Bitfilm Networks shall, if possible, inform registered Users prior to the performance of such work.

Section 6 Obligations of the User

6.1 The User agrees as follows:

- not to disclose to any persons under the age of 18 any contents that has not been expressly approved for their particular age group, and the User hereby assumes full responsibility for controlling his/her access to the Bitfilm Networks Clubs and use of the Bitfilm Networks Clubs, and for all consequences of any misuse. The User agrees to indemnify Bitfilm Networks against any and all liability arising in this connection.
- not to take any actions with respect to, or publish any contents in, his/her member profile that would violate any third-party rights, including, without limitation, any privacy or publicity rights, copyrights or trademark rights.
- to ensure that all data, images or other programs used by the User are fully operational and contain no viruses or similar harmful contents.



- 6.2 The User agrees not to post or maintain in his/her member profile any contents, or provide links to any contents, which under applicable law, according to general moral standards, and, ultimately, in the opinion of Bitfilm Networks, are obscene, insulting, defamatory, offensive, pornographic, harassing, racist, antiforeigner, radically right-wing, Islamic fundamentalist or otherwise reprehensible.
- 6.3 The User agrees not to unreasonably impose upon or otherwise cause harm to other Users, in particular by sending chain letters or so-called spam mail. As soon as Bitfilm Networks discovers any such actions by the User, Bitfilm Networks shall have the right to exclude the User from any further use of the Bitfilm Networks Clubs and to terminate the User's membership with immediate effect.
- 6.4 Bitfilm shall have the right to store contents and disclose contents to third parties to the extent required by law, or to the extent necessary in the reasonable business judgment of Bitfilm Networks and permitted by law, in order to:
- comply with any applicable laws or regulations, court orders, or administrative directives;
 - enforce these General Terms and Conditions;
 - respond to any violation of law alleged by third parties; and/or
 - protect the rights, property, or personal safety of Bitfilm Networks, Users of the Bitfilm Networks Clubs, or the general public.

Section 7 User's Responsibility for Contents, Data and/or Information

The User is personally responsible for all contents, data and/or information published in his/her member profile or transmitted to other Users and/or any other third parties through the User's Bitfilm Networks Clubs membership, as well as for all contents made available on linked external Web sites. User is liable for any and all damages caused by contents posted by the User.



Contents posted by Users is generally not subject to the control of Bitfilm Networks. Bitfilm Networks assumes no responsibility or liability for any contents, data and/or information posted or maintained by the User in his/her member profile, or for any contents on linked external web sites.

Section 8 Blocking of Member Profile, Termination of Membership

- 8.1 The User may at any time, and without having to specify any reasons, terminate his/her membership by providing Bitfilm Networks with three (3) months notice via e-mail. Unless terminated, the User's membership shall be automatically renewed in increments of three (3) months.

Upon receipt of notice of termination from the User and expiration of the three-month notice period, all stored user data will be deleted by Bitfilm Networks.

In the event that membership is terminated by the User, any prepaid membership dues or other charges will not be refunded.

- 8.2 Bitfilm Networks may terminate the User's membership in accordance with applicable law.
- 8.3 Bitfilm Networks may, for good cause, block the User's member profile without having to specify any reasons, without prior notice, and without having to comply with any time limits, and/or delete any texts or images and/or terminate the User's membership with immediate effect. Good cause shall include, without limitation, any violation of the provisions of these General Terms and Conditions by the User, as well as any of the grounds for termination defined in these General Terms and Conditions. The User may also be subject to civil or criminal sanctions as a result of such violations.

In the event of termination for good cause, any prepaid membership dues or other charges will not be refunded to the User.

- 8.4 The User hereby agrees that Bitfilm Networks shall not be liable either to the User or any third parties for blocking and/or deleting his/her member profile or any contents posted therein.
- 8.5 Upon deletion of the User's member profile by Bitfilm Networks in accordance with Section 8.3, renewed access to the Bitfilm Networks Clubs and the User's member profile is subject to



the prior written consent of Bitfilm Networks. Users may not help another User whose member profile has been blocked or deleted to gain access to his/her member profile without the prior written consent of Bitfilm Networks.

Section 9 Limitation of Liability

- 9.1 Bitfilm Networks assumes no liability for any contents or activities of the User. Such contents or activities, including any external links posted by the User, are not endorsed by or the responsibility of Bitfilm Networks, nor do they reflect the opinion of Bitfilm Networks..
- 9.2 The posting, downloading or other receipt of contents in connection with use of the Bitfilm Networks Clubs shall be at the User's own risk. Bitfilm Networks assumes no liability for
- any delay, deletion, faulty transmission or storage failure in connection with any communications between Users or in connection with any member profiles;
 - any damages to the computer system or other technical equipment used by the User to access the Bitfilm Networks Clubs;
 - any misuse by third parties of any data or information made available by the User to such third parties; or
 - any lost data of Users or any unauthorized access of personal data of Users (e.g., by hackers). The User is responsible for the maintenance of his/her data and backing up data on a regular basis. Notwithstanding the cases defined in these General Terms and Conditions, data are generally not secured or backed up by Bitfilm Networks, and the User is not entitled to such services from Bitfilm Networks. If data are lost by the User, Bitfilm Networks will make reasonable efforts to restore the lost data. However Bitfilm Networks is under no legal obligation to do so.
- 9.3 Bitfilm Networks assumes no liability for any malfunctions resulting from force majeure, strike, lockout, disruption of operations or any other interferences, except to the extent that resulting damages are covered by a valid insurance policy of Bitfilm Networks and are actually paid by the insurance carrier.



- 9.4 Bitfilm Networks and the telecommunications and network providers affiliated with Bitfilm Networks Clubs assume no liability for any damages resulting from use or non-use of the Bitfilm Networks Clubs.
- 9.5 Any liability of Bitfilm Networks or affiliated providers arising notwithstanding the foregoing provision shall in each case be limited to damages caused by intentional or grossly negligent misconduct or by a material breach of contract.

Any liability for indirect damages or unforeseeable consequential damages caused by a negligent non-material breach of contract is hereby excluded. To the extent permitted by law, any liability for damages caused by a negligent non-material breach of contract further shall be limited to the total amount of dues payable for an annual premium club membership.

Section 10 Intellectual Property Rights, Indemnity

- 10.1 The User bears sole responsibility for compliance of the contents of his/her member profile with all media, unfair competition, copyright, trademark and any other applicable laws. The User hereby confirms that User owns or has acquired licenses to all necessary copyright, trademark and other proprietary rights to the texts or other works, including, without limitation, photographs and/or video files, posted by the User in his/her member profile.

The User represents and warrants to Bitfilm Networks, for each transmission of images and for each publication of images in the User's member profile, that the User owns or has acquired written licenses to all photographs and/or video files and that the publication of photographs and/or video files will not be in violation of any applicable laws, including, without limitation, §§ 22 and 23 of the German Act Regulating the Depiction of Others in Works of Art or Photographs (*KUG*).

- 10.2 The User agrees to indemnify Bitfilm Networks against any and all liability, damages, costs or losses, including, without limitation, reasonable attorneys' fees, resulting from any claims made by third parties in connection with the User's use of the Bitfilm Networks Clubs, including, without limitation, any violation of applicable media, unfair competition, copyright or trademark laws or any violation of other third-party rights or applicable laws or regulations. The right of Bitfilm Networks to seek other, additional remedies, including compensatory damages, shall remain unaffected thereby.



- 10.3 The User agrees to assist Bitfilm Networks in good faith with the legal defense of any third-party claims by providing Bitfilm Networks with any requested information and documentation, to the extent that the User is able to do so without breaching any obligations owed to third parties and provided that the User shall have no obligation to disclose any information or documentation in the confidentiality of which the User has a rightful interest.

Section 11 Data Protection

- 11.1 Bitfilm Networks agrees to comply with all applicable data protection laws, including, without limitation, the German Federal Data Protection Act (*BDSG*; hereinafter the "Federal Data Protection Act"), the German Online Data Protection Act (*TDDSG*; hereinafter the "Online Data Protection Act"), and European data protection guidelines.
- 11.2 For purposes of providing the agreed services to the User, Bitfilm Networks will collect, store, process and use personal data of the User. Personal data include any data related to the person or property of an identified or identifiable User.
- 11.3 The User hereby consents that Bitfilm Networks may store and, if selected by the User in the member profile, make accessible to other Users during the period of the User's membership all personal data provided by the User in the member profile, e.g., age, gender, zip code, telephone number, analysis results of the User's data, photographs of the User, etc.
- 11.4 All personal information posted by the User in the member profile, as well as all data provided by the User in connection with the User's membership, will be stored, collected, processed and used by Bitfilm Networks with the help of an automated process, to the extent necessary for creating, structuring or modifying the Bitfilm Networks Clubs membership agreement (§ 5 (1) of the Online Data Protection Act).

This is to ensure that each time a User logs in, the User will be able to locate the personal information posted by the User and use his/her member profile.

- 11.5 The User is further advised that Bitfilm Networks collects, processes and uses data related to membership usage and invoicing in accordance with § 6 (1) and (4) of the Online Data



Protection Act, and that Bitfilm Networks will continue to do so after termination of the User's membership to the extent necessary for invoicing purposes.

- 11.6 Bitfilm Networks will at any time upon demand, and at no cost to the User, provide the User with full information about all stored data related to the User.
- 11.7 Subject to applicable law (§ 6 (3) of the Online Data Protection Act), Bitfilm Networks may use collected data, directly or indirectly through third parties, for its own market research purposes or advertising purposes using pseudonyms. The User may object to such use at any time without having to specify any reasons.
- 11.8 The User hereby acknowledges that data published in the Internet are generally accessible to third parties. Bitfilm Networks hereby expressly advises the User that given the present state of technology, data transmitted through open networks such as the Internet are not 100% secure from unauthorized access. The User therefore bears full and sole responsibility for the security of all data transmitted via the Internet.

Section 12 Communications

- 12.1 Bitfilm Networks communicates with registered Users by e-mail. The User hereby agrees that Bitfilm Networks may in the future notify the User of any new Bitfilm Networks Clubs offers.
- 12.2 Communications from Users or interested parties to Bitfilm Networks must be transmitted by e-mail to the appropriate addresses or sent by mail to the address specified in Section 1.1 above.

Section 13 Final Provisions

- 13.1 Any modifications or amendments to the agreement between the parties, including any waiver of this provision, shall be invalid unless executed in writing and duly signed by both parties. Any oral agreements shall be invalid unless confirmed in writing.
- 13.2 Bitfilm Networks reserves the right to change the terms and conditions of use at any time. Bitfilm Networks will notify registered Users of any changes by e-mail. Changes will take effect unless the User objects to the changes within 14 calendar days by e-mail or regular mail. If



changes are not accepted by the User, the User's membership will automatically terminate within five business days.

- 13.3 The invalidity of one or several provisions shall have no effect upon the validity of the remaining provisions. Any invalid provision shall be replaced by such valid provision as most closely reflects the commercial intent and purpose of the original provision.
- 13.4 Any disputes arising from or in connection with the User's Bitfilm Networks Clubs membership shall be determined by a court of competent jurisdiction in Hamburg, Germany, unless otherwise provided by law. All agreements between the parties, including agreements with Users not residing or domiciled in the Federal Republic of Germany, shall exclusively be governed by and construed in accordance with German law, unless otherwise agreed by the parties.

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