

TERMS AND CONDITIONS OF USE OF THE WEBSITE

GENERAL TERMS AND CONDITIONS

Preamble

Touscoprod, an *EURL* with capital of 7,500 Euros, listed on the Paris Companies Registry as number 510 096 365, with registered offices at 17 rue Lantiez, 75017 Paris (hereinafter "Touscoprod") operates a website under the trademark Touscoprod, accessible on the internet at the address <http://www.touscoprod.com> (hereinafter "the Site") the purpose of which is to:

- present to site users audiovisual and/or cinematographic projects which seek funding, at the development, production or distribution phases;
- propose site users to become members of the Site and to support the development and/or the production and/or the distribution of one or several projects by paying a Contribution;
- enable Project Producers to post projects on the Site for which they seek financial backing in view of producing, promoting and screening them.

Touscoprod acts as intermediary between site users who wish to participate in the funding of the Film(s) and the Project Producers who are seeking financial contributions to help finance the Film(s).

Prior to becoming a Site Member and/or a Project Producer, you must read and accept the General Terms and Conditions of Use of the Site.

If you wish to become a Coprod Site Member and support a Project, you must also read and accept the Special Terms and Conditions of Use.

The purpose of these General Terms and Conditions of Use is to define the conditions for the operation and use of the Site which apply to "Guest Users", "Site Members", "Coprod Site Members" and to "Project Producers", as defined below.

Clause 1: Definitions

- Personal Account: the personal space of the Site Member or of the Project Producer on the Site. This space may be accessed only by entering login credentials, and gives access to the Services provided by Touscoprod as well as to the community of Site Members. It also enables Site Members and Project Producers to consult and modify their own personal data.
- Terms and Conditions of Use: The General Terms and Conditions and the Special Terms and Conditions of Use of the Touscoprod Site.
- General Terms and Conditions: the present terms and conditions of access to the Touscoprod Site, which apply to all Site Users.
- Special Terms and Conditions of Use: means both the Special Terms and Conditions which apply to Coprod Site Members supporting a Project Promoted by the Project Producer, the Special Terms and Conditions which apply to Coprod Site Members

- supporting a Project Promoted by Touscoprod, as well as the Special Terms and Conditions which apply to Project Producers.
- Film: any audiovisual and/or cinematographic work, of any type and any genre (feature-length and short films, series, documentaries, video clips, sketches, etc.) the production of which has been completed, and which is ready for screening.
 - Forum: all of the forums, as well as the discussion rooms and comment boards offered by the Site to Site Members and to Project Producers.
 - Rewards: services and advantages offered to Coprod Site Members in consideration of their Investment by Touscoprod or by the Project Producer. Please refer to the definitions of this term as set forth in the Special Terms and Conditions which apply to Coprod Site Members supporting a Project Promoted by Touscoprod and in the Special Terms and Conditions which apply to Coprod Site Members supporting a Project Promoted by the Project Producer.
 - Login Credentials: the login and password which enable all Site Members or Project Producers to access their Personal Account and the pages of the Site reserved for them.
 - Guest User: user visiting the Site without registering or supporting a Project.
 - Site Member: user registered on the Site and with a Personal Account.
 - Coprod Site Member: Site Member paying an Investment for the development, and/or to the production and/or to the distribution of a Project and benefiting from access to the Rewards offered on the Webpage Dedicated to the Project by Touscoprod or by the Project Producer.
 - Material: documents and/or information on the Film provided by the Project Producer.
 - Investment(s): sums paid by Coprod Site Members, through the Site, to the Project Producer in order to support the development and/or production and/or distribution of a Film.
 - Project Producer: the individual or legal entity wishing to produce an audiovisual and/or cinematographic work, which includes professional producers carrying out this activity professionally as well as Amateur Project Producers.
 - Project: audiovisual and/or cinematographic work project for which funding is sought from Users.
 - Project Promoted by Touscoprod: Project proposed to users on the Site for which Touscoprod assists the Project Producer in its search for funding, offers Rewards and participates in the promotion of the Film. These projects are identified by the label "selection".
 - Project Promoted by the Project Producer: Project proposed to users on the Site for which the Project Producers are in charge of the search for funding, the Rewards they offer to Users and the promotion of the Film.
 - Threshold: minimum sum, defined by the Site for each Project, representing the total minimum value of investments which must be reached before the fixed deadline for the Investment in the Project to be confirmed.

- Services: services provided by Touscoprod enabling Site Members and Project Producers to access the Site and its features.
- User: means the Guest Users, the Site Members, the Coprod Site Members and the Project Producers.

Clause 2: Conditions of registration on the Site

2.1. Consent and capacity

2.1.1. Persons wishing to register on the Site in order to support a Project and/or to post a Project are exclusively non-commercial, adult and legally capable individuals.

2.1.2. Registration is performed by completing an online registration form. Once the form has been completed and validated, Touscoprod shall send an e-mail to confirm the User's request. When registering, Site Members or Project Producers undertake to provide accurate information, in particular the following personal data: surname and first name, postal address, e-mail address and telephone number.

2.2. Login and password

2.2.1. When registering online, User Members or Project Producers shall choose Login Credentials enabling them to access their Personal Account and the Rewards offered by Touscoprod. These Login Credentials are personal and Site Members and Project Producers must ensure that they are kept strictly confidential.

2.2.2. Consequently, Site Members or Project Producers are solely responsible for all activities carried out in their Personal Account using their Login Credentials.

2.2.3. The use of Login Credentials on the Internet is done at the risk of the Site Member or Project Producer and Touscoprod may not in any event be held liable for any prejudice resulting from the transmission of any information, and in particular of Login Credentials.

2.2.4. Site Members or Project Producers undertake not to create or use on the Site accounts other than those allocated to them, whether using their own identity or that of a third party.

The creation or use of new accounts using one's own identity or that of a third party without having requested and obtained the prior written authorisation of the Site manager may give rise to the immediate suspension without notice of the Personal Account(s) of the concerned Site Member or Project Producer.

2.2.5. In the event where a Site Member or a Project Producer is aware of another person having accessed his/her Personal Account, he/she must immediately inform the Site manager by e-mail at contact@touscoprod.com, and confirm this information by sending a registered letter to the following address: Touscoprod – 17 rue Lantiez 75017 Paris – France.

Clause 3: Ownership of the Site

3.1. All of the content available on the Site and in particular the videos, scenarios, photos, software, texts and images reproduced on the Site is the exclusive property of Touscoprod with the exception of the Material which remains the exclusive property of the Project Producer.

3.2. The content of the Site is protected by copyright, trademark and patent rights. Consequently, and in compliance with the provisions of the Intellectual Property Code, only private use by Users is authorised.

3.3. Any extraction or partial or total reuse of one or more components of the Site without the prior consent of Touscoprod is prohibited.

3.4. Coprod Site Members and Project Producers are authorised to reproduce the Touscoprod logo on websites and/or components of the Site which do not bear the notice "copyright" or ©, but solely for the purposes of promoting the Film and/or Touscoprod.

Clause 4: Hypertext links

4.1. Hypertext links contained in the Site

a) Hypertext links relating to the promotion of Projects

4.1.1. Site Members or Project Producers may participate in the promotion of the Projects posted on the Site. For this purpose, the Site makes available to Site Members or to Project Producers hypertext links which lead to videos in the Site in order to communicate them on other websites.

4.1.2. However, in the event where certain videos contain elements protected by copyright, these may not be communicated to other websites. These videos therefore shall have no hypertext link in the "embed code" and shall be indicated by the symbol © accompanied by a warning message.

4.1.3. Site Members or Project Producers shall refrain from communicating to other websites the videos on the Site which bear this symbol.

4.1.4. The Site authorises Site Members or Project Producers to include these links on personal pages in order to promote the Projects.

4.1.5. Site Members or Project Producers may not use hypertext links for commercial purposes and/or purposes which are not related to the promotion of the Projects on the Site.

4.1.6. Any link, even if authorised, must under all circumstances be removed if the Site so requests by e-mail.

b) Hypertext links leading to websites managed by third parties

4.1.5. The Site may contain hypertext links which lead to other websites which do not belong to or which are not controlled by Touscoprod.

4.1.6. The Site has no control over the content, the personal data protection charters or the practices of sites managed by third parties and accepts no liability in this regard. Any access to websites managed by third parties is made under the sole responsibility and at the risk of Site Members or Project Producers.

4.1.7. Touscoprod is not responsible for the availability of these external websites and resources and does not guarantee the publicity, products or other material which appears in these external websites or resources or which can be accessed therefrom.

4.1.8. Touscoprod shall not be held liable for any loss or damage suffered by Site Members or Project Producers due to these external websites or resources being made available. In

addition, it may not be held liable for losses or damage resulting from the confidence placed by Site Members or Project Producers in the completeness, accuracy or existence of any advertising, product or other material in these websites or resources, or which can be accessed therefrom.

4.2. Hypertext links leading to the Site

Any hypertext link which leads directly to the Site is subject to the prior written authorisation of Touscoprod. Any unauthorised link must under all circumstances be deleted if requested by Touscoprod.

Clause 5: Liability of Touscoprod

5.1. Disputes between Users

Touscoprod waives all liability in the event of a dispute arising between a Site Member, and/or a Coprod Site Member and/or a Project Producer, who have entered into contact through the Site.

5.2. Availability of the Site

5.2.1. Touscoprod is bound by a best efforts obligation concerning the provision of Services. It therefore waives any liability for any unavailability, suspension or interruption of the Site or Services which may occur within the framework of maintenance operations, the upgrading of material or software, emergency repair work on the Site or following events outside our control (for example, but not limited to, in the event of technical problems or due to failure of telecommunication links and equipment).

5.2.2. Touscoprod shall endeavour to take all appropriate measures to limit these disruptions where they are attributable to Touscoprod.

5.2.3. Furthermore, Touscoprod may not be held liable for indirect or unforeseeable damage within the meaning of Articles 1150 and 1151 of the French Civil Code.

5.2.4. In compliance with Article 1992 of the Civil Code, Touscoprod may only be held liable for any wilful misrepresentation or faults committed in its management.

5.3. Force majeure

In addition, Touscoprod may not be held liable for any interruption in Services linked to events outside of its control or *force majeure*, which is understood to mean any event which cannot be prevented.

Clause 6: Forums

6.1. Responsibility for messages and content placed online by Site Members and Project Producers

6.1.1. Site Members or Project Producers shall abstain from posting any content which may mislead other site users, or which constitute a false declaration. They are solely liable vis-à-

vis other users for any prejudice suffered by the latter due to the inaccurate or misleading nature of such content.

6.1.2. Site Members or Project Producers must ensure that they hold the necessary rights, in particular concerning intellectual property, to publish the content they post. Touscoprod waives all liability resulting from any breach of third party rights.

6.1.3. Site Members and Project Producers are solely responsible for the content they post on Forums and shall ensure that the information posted does not breach any legal or regulatory provisions in force. In particular, Site Members or Project Producers shall abstain from posting any content which is obviously or potentially illegal, regardless of the medium (sound, text, image, video, etc.).

6.1.4. Touscoprod does not undertake any prior moderation of the messages and content posted by Site Members or Project Producers, or to which the Site may link. It only acts as host within the meaning of Article 6 I 2 of the "*Loi pour la Confiance dans l'Economie Numérique*" (LCEN – Act Promoting Trust in the Digital Economy), and therefore merely performs a simple storage activity.

6.2. Information to Touscoprod by Site Users

All Users must inform Touscoprod of any illicit or obviously illegal content by clicking on "report content" on the Site.

6.3. Right to delete content and/or the Personal Account of Site Members or Project Producers

6.3.1. Touscoprod reserves the right to delete immediately, without prior notice and without indemnification, any illicit or obviously illegal content of which it is aware, as well as the Personal Account of any Site Member or Project Producer having posted such illegal content.

6.3.2. Furthermore, in application of Article 6 I 7 of the LCEN, Touscoprod reserves the right to communicate to the judicial authorities any information identifying any User having posted obviously illegal content which is brought to its attention.

Clause 7: Personal Data

7.1. Data collection and recipients

7.1.1. Pursuant to Law No. 78-17 relating to Information Technology and Civil Liberties dated January 6, 1978 (French Data Protection Act), the Site has filed a declaration with the *Commission nationale de l'informatique et des libertés* (Commission on Information Technology and Civil Liberties – CNIL) under number 1339752.

7.1.2. Touscoprod is responsible for processing the personal data collected. It undertakes to keep the personal data collected from Site Members or from Project Producers confidential.

7.1.3. However, as an exception to the foregoing, Coprod Site Members supporting a Project Promoted by the Project Producer agrees for Touscoprod to send Project Producers the necessary personal data relating to Coprod Site Members so that they may benefit from the Rewards offered in relation to the Project.

7.1.4. During the online registration procedure, the online registration form specifies the information which must be provided in order to become a Site Member or Project Producer. In compliance with Article 1, 3 of Government Order No. 2011-219 dated February 25,

2011, this information consists of the user name for this connection, surname, first name, postal address, pseudonym, e-mail address, telephone number, password as well as the data required to modify or check this information, in the last updated version.

7.1.5. The absence of a reply to any one of these information requests may result in Touscoprod refusing to approve the registration request concerned.

7.2. Purpose of data processing

The data collected by Touscoprod is to identify users of the Site as well as the use by them of the Services.

7.3. Right of access, correction and opposition

7.3.1. Site Members or Project Producers must ensure the accuracy of the information they provide and keep it up to date. They undertake that the information is accurate, complete and unequivocal.

7.3.2. In compliance with Article 40 of the French Data Protection Act, Site Members or Project Producers have the right to correct, complete and update their personal data. Such requests must be made by sending a letter to Touscoprod, 17 rue Lantiez, 75017 Paris, or an email to contact@touscoprod.com, indicating the user's surname, first name, date and place of birth, postal address, e-mail address and user name.

7.3.3. In addition, in application of Article 38 of the French Data Protection Act, Site Members or Project Producers also have the right to challenge, at no cost, the personal data collected being used for prospection purposes, in particular commercial, by the present data processor or any future processing. They may also object, on legitimate grounds, to their data being processed, unless this is required by law.

7.3.4. Unless they waive their registration on the Site, Site Members or Project Producer therefore may not oppose the processing of the information which must be collected, the list of which appears in 7.1 of these terms and conditions.

7.3.5. In compliance with the French Data Protection Act, Site Members or Project Producers may also interrogate the person in charge of data processing in view of obtaining certain information concerning the processing of data, as referred to in Article 39, I, 1 to 5 of the French Data Protection Act.

7.4. Bank details

7.4.1. Bank details communicated by Coprod Site Members when they pay Investments are collected and kept by the online payment service provider (bank or other service providers).

7.4.2. Coprod Site Members will be charged immediately upon their subscription to a project.

7.4.3 Members will be refunded their subscription if the Threshold is not reached.

7.5. Transmission of data to third parties

7.5.1 Unless required by a legal obligation, the data collected by Touscoprod will not be communicated to any third parties.

7.5.2 As an exception to the foregoing and in compliance with Clause 7.1 above, Touscoprod shall only communicate to the Project Producer the Coprod Site Member's personal data (surname, first name, e-mail address, postal address and telephone number)

necessary for him/her to provide the Rewards mentioned in the "Rewards" tab of the Webpage Dedicated to the Project in consideration of the Investment.

7.6. Information disclosed by any Site Member and by any Project Producer

7.6.1 Touscoprod may not be held liable for any information which Site Members or Project Producers disclose on their own initiative.

7.6.2 Touscoprod may not be held liable for any consequences that the publication of this information by Site Members or by Project Producers may have on another Site Member and/or Project Producer and/or third party.

Clause 8: General provisions

8.1. Duration

The General Terms and Conditions shall apply throughout the entire time the Site is on line.

8.2. Updating of the General Terms and Conditions of Use

8.2.1. The General Terms and Conditions of Use are updated regularly and are therefore subject to modification.

8.2.2. Given in particular the extensions and improvements which are possible in the operation of the Site, Touscoprod reserves the possibility of adapting or modifying at any time the scope of the services offered by the Site.

8.2.3. The new characteristics shall be posted on the Site for the information of Site Users and Project Producers.

8.2.4. The present General Terms and Conditions were last updated on 07/25/2013. This edition cancels and replaces the previous editions.

8.3. Invalidity

8.3.1. If any one of the stipulations herein is found to be invalid with respect to a rule of law in force or an enforceable court decision, it will be deemed unwritten without, however, giving rise to the invalidity of the General Terms and Conditions of Use or affecting the validity of its other provisions.

8.3.2. In addition, the parties shall endeavour to minimize to the greatest extent possible the effect of the invalidity of any of the clauses of the present General Terms and Conditions of Use.

8.4. Applicable law / Jurisdiction

8.4.1. The present Terms and Conditions of Use are governed by French law.

8.4.2. Any dispute relating to the validity, interpretation or performance of the present Terms and Conditions of Use which cannot be settled amicably between Touscoprod and any Site Member or Project Producer shall be brought before the competent French courts.

8.5. Cancellation

Site Members or Project Producers may request the cancellation of their account at any time, by sending an e-mail to contact@touscoprod.com or by letter addressed to: Touscoprod, 17 rue Lantiez, 75017 Paris.

8.6. No waiver

No failure or delay in the exercise of one of its rights by Touscoprod may be construed as a waiver of this right. The same applies in the event of the partial exercise of a right by Touscoprod.

8.7. Breach of the Terms and Conditions of Use

In the event of the breach of one of the provisions of the Terms and Conditions of Use, or of a legal or regulatory provision by any Site Member or Project Producer, Touscoprod reserves the right to suspend or to terminate access to his/her Personal Account, without indemnification.

8.8. Agreement on evidence

Site Members or Project Producers accept that the contractual undertakings, and in particular the terms of payment by bank card, may be proven by the electronic records of Touscoprod and its online payment service provider.

8.9. Accessibility of the General Terms and Conditions of Use

In compliance with Article 1369-1 of the Civil Code, the Terms and Conditions of Use are available online at all times, and may freely be printed.