

## SPECIAL TERMS AND CONDITIONS APPLICABLE TO PROJECTLEADER

### **Preamble**

The present special terms and conditions (the “Special Terms and Conditions”) complete the General Terms and Conditions of Use of the Site. They apply to Project Leader who wish to finance, broadcast and promote a Project on the Site.

The General Terms and Conditions of Use of the Site and the Special Terms and Conditions applicable to Project Leader together indivisibly form the agreement concluded between Project Leader and Touscoprod.

### **Clause 1: Purpose**

1.1. The purpose of the present Special Terms and Conditions which govern the relations between the Project Leader and Touscoprod is to define the conditions under which Project Leader:

- Access the Services
- Can produce and promote his Project on the Site

1.2. The Special Terms and Conditions apply only to Projects Promoted by Project Leader who creates and promotes (manages?) on the Site a community of Coprod Site Members supporting his Project. In this regard, Touscoprod only intervenes as a technical intermediary by making an online platform available to Project Leader enabling them to finance, broadcast and promote his Project on a Webpage Dedicated to the Project.

### **Clause 2: Definitions**

The following definitions complete the definitions of the General Terms and Conditions of the Site:

- **Deadline**: date before which the fixed Threshold must be reached for the Subscription of Coprod Site Members to be confirmed.
- **Rewards**: advantages offered by Project Leader to Coprod Site Members in consideration of their Subscription, the detailed list of which is specific to each Project Promoted by the Project Leader and is accessible by clicking on the “produce” tab on the Webpage Dedicated to the Project.
- **Webpage Dedicated to the Project**: Webpage dedicated to the Project which includes the tabs “produce”, “watch” and “share”.
- **End of the Funding Period**: final date on which Coprod Site Members can participate in the funding of the Project.

### **Clause 3: Service provided by Touscoprod**

3.1. The service provided by Touscoprod is limited to the provision of a web platform enabling Project Leader to create a Dedicated Webpage and to manage it. Touscoprod does not under any circumstances intervene regarding the content of the Dedicated Webpage.

3.2. In this regard, Touscoprod's activity falls within the scope of the web-hosting providers' liability regime as defined in Article 6. I. 2 of the "Loi pour la Confiance dans l'Economie Numérique" (LCEN – Act Promoting Trust in the Digital Economy) dated June 21, 2004.

### **Clause 4: Producing and Promoting a Project on the Site**

#### **4.1. Posting a Project on the Site**

4.1.1. To be able to post a Project, Project Leader must create a Personal Account and choose Login Credentials pursuant to clause 2 of the General Terms and Conditions. Access to their Personal Account enables them to create and edit a Webpage Dedicated to the Project.

4.1.2. When creating the Dedicated Webpage, Project Leader must include the following informations :

- A general description of the Project (e.g. the nature, objectives and main characteristics)
- The Threshold which must be reached for the Project to start
- The minimum value of each Subscription required for the Project
- The Deadline prior to which the Site Members may invest in the Project
- The Rewards they offer to Coprod Site Members in consideration of their Subscription.

4.1.3. Project Leader edits and manages the Dedicated Webpage and the Coprod Site Member community supporting his Project himself/herself. They may for example post articles on the progress of Project, video clips of Project, request the advice of Coprod Site Members, etc.

#### **4.2. Selection of Rewards**

4.2.1. On the creation of the Dedicated Webpage, Project Leader selects the Rewards they wish to offer Coprod Site Members supporting his/her Project.

4.2.2. During this selection procedure, he/she may offer Coprod Site Members access to a catalogue of VOD Films against payment of the sum indicated in the VOD catalogue which will be deducted from the value of the Subscriptions.

#### **4.3. Modification of the Project presented**

4.3.1. Project Leader may modify their Project before the Threshold is reached, with the exception of the Rewards. However, Coprod Site Members who have already made an

Subscription shall then have a right of withdrawal which they may exercise in compliance with Article L.121-20 of the French Consumer Code.

4.3.2. Coprod Site Members have a period of seven (7) clear days in which to withdraw and request the Site to cancel the transaction. This withdrawal period starts to run as of validation of the Subscription by the Coprod Site Member.

4.3.3. Once the Threshold has been reached, Project Leader may only modify his/her Project if these modifications are strictly indispensable to improve the Project and the Rewards which they have undertaken to offer Coprod Site Members.

4.3.4. In the event of modification of the Project as proposed in the Dedicated Webpage, the liability of the Project Leader may under all circumstances be incurred pursuant to clause 5.3 of the Special Terms and Conditions.

#### 4.4. Completion of the Project

4.4.1. Touscoprod may not under any circumstances guarantee or be held accountable towards Coprod Site Members or any other third party for the completion of the Project and the delivery of the Rewards offered by Project Leader in the Webpage Dedicated to the Project.

4.4.2. The liability of Project Leader with regard to the Project and the completion of the Rewards offered to Coprod Site Members is incurred pursuant to clauses 5.1 and 5.4 of the Special Terms and Conditions.

### **Clause 5: Obligations of Project Leader**

#### 5.1. Obligation to complete the Project

5.1.1. Project Leader has an obligation to complete the Project as proposed to Coprod Site Members on the Dedicated Webpage.

5.1.2. This obligation is a duty to achieve a given result once the total value of the Subscriptions has been paid to the Project Leader.

#### 5.2. Obligation to use Subscriptions solely to finance the Project

Project Leader shall abstain from using the sums paid as Subscriptions for any use other than for funding the Project.

#### 5.3. Modification(s) of the Project

Project Leader is solely liable vis-à-vis the Coprod Site Members supporting his/her Project and any third party for any modification(s) he/she may make to the Project following the date on which the Threshold is reached.

#### 5.4. Delivery of Rewards offered in the “produce” tab of the Dedicated Webpage

Project Leader is entirely responsible for delivery of the Rewards as offered to Coprod Site Members in the “produce” tab of the Webpage Dedicated to the Project in exchange for their Subscription.

#### 5.5. Absence of profit rights

Project Leader shall abstain from offering Coprod Site Members profit rights on the exploitation of the Project in consideration of their Subscription.

### **Clause 6: Liability of Amateur Project Leader**

#### 6.1. Liability for content published by Project Leader

Project Leader are solely liable for all content, and in particular all information and/or work they publish on the Webpage Dedicated to the Project. Prior to posting a Project, they must in particular ensure that the Project and the information concerning it does not breach any intellectual property rights and does not include any illicit or obviously illegal component (violation of human dignity, child pornography, incitement to violence, incitement to racial hatred, etc.)

#### 6.2. Liability for use of Subscriptions and completion of Projects

6.2.1. Project Leader is solely and fully liable vis-à-vis any Coprod Site Member supporting his/her Project and any third party in the event of breach of the obligations referred to in clauses 5.1 and 5.2 of the Special Terms and Conditions.

6.2.2. In addition, Touscoprod shall under all circumstances retain the remuneration referred to in clause 9 of the Special Terms and Conditions.

### **Clause 7: Guarantees and indemnifications**

7.1. Project Leader is personally liable vis-à-vis Touscoprod in the event of any failure to comply with the General Terms and Conditions and the Special Terms and Conditions.

7.2. Consequently, Project Leader undertakes to compensate TOUSOCPROD for any direct and indirect damage it may suffer due to breach of the General Terms and Conditions and the Special Terms and Conditions by the Project Leader.

### **Clause 8: Financial Subscription of Coprod Site Members**

8.1. All the Subscriptions of Coprod Site Members are immediately debited.

8.2. If the Threshold is reached, Touscoprod shall pay the Project Leader the sums, excluding taxes, paid by Coprod Site Members within a period of 15 days as of the date on which the Deadline expires.

8.3 If the threshold is not reached, TOUSCOPROD refund the full amount paid to Coprod Site Members.

### **Clause 9: Remuneration**

9.1. Touscoprod shall receive a management fee equal to 10% (ten percent) excluding taxes of the value of Subscriptions made by Coprod Site Members.

9.2. Touscoprod shall deduct this commission from the Subscriptions of Coprod Site Members after the Threshold has been reached and prior to the transfer of the Subscriptions to the Project Leader.

### **Clause 10: Personal data and confidentiality of information**

10.1. The Site undertakes to keep the personal data of Project Leader confidential and not to communicate it to the Site Users or to third parties.

10.2. The Project Leader undertakes not to disclose to Site Users or to third parties the personal data of Coprod Site Members communicated to him/her by Touscoprod so that they may benefit from the Rewards mentioned in the "produce" tab of the Dedicated Webpage.

10.3. However, the Project Leader undertakes to use this personal data for the sole purpose of providing Coprod Site Members with the Rewards relating to the Project.

10.4. The Project Leader is solely liable for any disproportionate use of this personal data and/or any disclosure, by any means whatsoever, to third parties.

#### **10.5. Collection of Project Leader's bank details**

10.5.1. On the creation of their Personal Account, Project Leader must provide Touscoprod with his/her bank details in order for Touscoprod to pay him/her the Subscriptions made by Coprod Site Members.

10.5.2. In the event where the Threshold is not reached prior to the expiry of the Deadline, Touscoprod shall not store the aforementioned bank details and undertakes to delete them immediately.

### **Clause 11: Broadcasting of the Project on the Internet**

In consideration (return?) of the transfer by touscoprod of the sums paid by Coprod Site Members after deduction of 10% excluding taxes of the value, the Project Leader authorises Touscoprod to enable Site Members and Project Leader to view the Film of the Project on the Site:

- (i) on WebTV for 6 (six) viewings over a period (time lapse?) of 2 (two) years as of the delivery to Touscoprod of the data necessary to allow viewing of the Project, regardless of the suspension time lapse of the film.
- (ii) by video on demand (rental only) (VOD) for all coprods who paid a financial contribution to support the project as well as 50 (fifty) viewings (apart from the VOD viewings which the Project Leader may offer to Coprod Site Members as a Reward).

Touscoprod shall pay the Project Leader a remuneration to be agreed between the parties for each VOD viewing beyond those mentioned above.

touscoprod guarantees to the Project Leader the suspension of the Film on his VOD platform in the event of a TV sale if the Distributor asks it, for the period of the TV rights. The Project Leader has to inform Touscoprod six months before the suspension date. For the purposes of the application of clause 11, the Project Leader undertakes to provide Touscoprod at its request with all data necessary to view the Film within two months after obtaining the Film in a ready for air version.

### **Clause 12: Duration**

The Special Terms and Conditions take effect as of the registration of the Project Leader on the Site until he/she has effectively and correctly provided the Rewards offered in the “produce” tab of the Webpage Dedicated to Coprod Site Members who supported the Project.

### **Clause 13: Termination**

13.1. The Special Terms and Conditions shall be automatically terminated in the event of breach by the Project Leader of any of his/her obligations under the General Terms and Conditions of Use of the Site, fifteen (15) days after a registered letter with acknowledgement of receipt citing the present clause giving him/her formal notice to perform remains without effect.

13.2. If termination gives rise to cancellation of a Project for which the Threshold has been reached, the Project Leader shall be solely liable to Coprod Site Members supporting the Project and must reimburse their Subscriptions.

### **Clause 14: Force majeure**

No Party may be held liable for the non-performance of the General Terms and Conditions and the Special Terms and Conditions when such non-performance is due to force majeure as defined in clause 5.3 of the General Terms and Conditions, or an act of state.

### **Clause 15: General provisions**

15.1. Pursuant to clause 2 of the General Terms and Conditions, it is expressly agreed between Touscoprod and the Project Leader that the successive entering of his/her Login Credentials constitutes his/her electronic signature. It establishes his/her identity, consent to the operations carried out and attribution of said operations to the Project Leader.

15.2. The Project Leader's acceptance of the present General Terms and Conditions may not under any circumstances be considered to constitute a de facto company, partnership, joint venture or an agent between the Parties.

15.3. If any of the provisions of the present Special Terms and Conditions is declared invalid, illegal or inapplicable by a judicial authority, or by any other competent authority,

the invalidity of the clause shall not affect the validity of the other clauses and the rest of the Special Terms and Conditions shall remain in force as far as possible.

15.4. Touscoprod reserves the right to unilaterally modify, at any time, the General Terms and Conditions of the Site and the Special Terms and Conditions. Touscoprod shall inform all Project Leaders who have already registered of any modifications by e-mail and request their consent to such modifications. It is noted in this regard that the use of the Site by Project Leader constitutes acceptance by the latter of the last version of the General Terms and Conditions and of the Special Terms and Conditions published on the Site.