

SECURITY AND TERMS AND REGULATIONS

Security

We believe we have in place the appropriate physical and technical procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online.

CINESQUARE takes appropriate precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as credit card number or your password), we encrypt that information using secure socket layer technology (SSL). Since email and instant messaging are not recognized as secure communications, we kindly ask you not to write private information via email or instant messaging services.

Unfortunately, no security system can guarantee 100% security. Accordingly, we cannot guarantee the security of your information, including your personally identifiable information, and cannot assume liability for improper access to it. By using the Site, or providing information to us through any means, you do so at your own risk and you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of this site.

An important element of our safeguards to protect your personally identifiable information is verification of your identity before granting you access to your Account. You are responsible for maintaining the secrecy of your Account information, and for controlling access to your email communications from CINESQUARE, at all times.

Support

For any problem you might encounter, as well as suggestions for improving the platform, please email us at info@cinesquare.net

TERMS & REGULATIONS

These general terms of use (hereinafter "TERMS & REGULATIONS") are intended to define the terms and conditions under which CINESQUARE, makes available a catalog of audiovisual works to a public domiciled in 13 countries on cinesquare.net ("The Site") as part of a video-on-demand service for purchasing and subscription. It is specified that the audiovisual works are available as long as they are visible on the Site. CINESQUARE can delete films at any time. These Terms & Conditions are subject to change without prior written notice at any time, in Organization's sole discretion, and such changes shall apply to any payments made after such changes are posted. Therefore, you should review these Terms & Conditions prior to each payment so you will understand the terms applicable to such transaction. If you do not agree to these Terms & Conditions, do not make any payments.

These General Terms and Conditions fully comply with the E-Commerce Regulations for distance selling via the Internet. These Terms and Conditions only govern the online services offered on the website cinesquare.net .

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Changes to Terms & Regulations

CINESQUARE reserves the right, from time to time, with or without notice to you, to change these Terms & Regulations its sole and absolute discretion. The most current version of the Terms & Regulations will supersede all previous versions. The most current version of these Terms & Regulations can be accessed by clicking on the "Terms & Regulations" link located at the bottom of the Website. You should periodically visit the Terms & Regulations page on the Website so you are aware of the terms and conditions that apply to your use of CINESQUARE. Your continued use of the Service and the Website will represent your acceptance of the most current Terms & Regulations.

Registering and User Obligations

You may register as a CINESQUARE registered user of the Website free of charge (a "User"). To become a User, submit your email address to CINESQUARE and create a password. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer.

CINESQUARE is intended for persons of legal age only. The User will ensure that no persons under the age of 18 gain access to the VoD service via his/her user account.

Passwords & Account Access

A User has access and control over the CINESQUARE account. A User's control is exercised through use of the User's password and therefore to maintain exclusive control, the User should not reveal the password to anyone. In addition, if the User wishes to prohibit others from contacting CINESQUARE Customer Service and potentially altering the User's control, the User should not reveal the Payment method details (e.g., last four digits of their credit or debit card) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

BY SHARING THE CINESQUARE SERVICE PASSWORD OR ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, THE USER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD SUBSCRIBERS COMPLY WITH THE TERMS & CONDITIONS AND SUCH USER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD SUBSCRIBERS.

Use of Information Submitted

CINESQUARE is free to use any comments, information, ideas, concepts, reviews, techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the CINESQUARE service, including the CINESQUARE website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the CINESQUARE service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note CINESQUARE does not accept unsolicited materials or ideas for movies, and is not responsible for the similarity of any of its

content or programming in any media to materials or ideas transmitted to CINESQUARE. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against CINESQUARE and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

Renting and Subscription

Currently, you can "rent" content or "subscribe", on the Service. When you rent Content you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your device, and view the Content within the applicable exhibition period

Your CINESQUARE monthly, 3-months or 12-months subscription, which may start with a free trial, will continue month to month, or after 3-month or 12-month period, until you cancel your subscription. You must have Internet access and provide us with a current, valid, accepted method of payment (a "Payment method") to use CINESQUARE Subscription service. We will bill the subscription fee to your Payment method. You must cancel your subscription before it renews in order to avoid billing of the next period's subscription fees to your Payment method.

Free Trials

If you are a first-time user of CINESQUARE Service, your CINESQUARE subscription can start with a free trial. The free trial period lasts for 30 days, or as otherwise specified during sign-up and is intended to allow new users and certain former users to try the service. CINESQUARE reserves the right, in its absolute discretion, to determine your free trial eligibility.

Promotional Codes

From time to time, CINESQUARE may offer promotional codes which allow you to rent CINESQUARE content. Such promotional codes are intended for your use only and are not to be transferred or sold by you. CINESQUARE reserves the right to restrict access to content redeemable with CINESQUARE promotional codes in the event of a violation of these Terms & Regulations.

Terms of Payment

By starting your subscription, you authorize us to charge you a monthly fee at the then current rate, and any other charges you may incur in connection with your use of our service to your Payment method. We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion.

The prices of the Pay Per View programs or prepayment passes offered to the User will be available on the Site. The indicated prices are expressed in EUR or other local currency with all taxes included. Prices may be changed by CINESQUARE at any time by without notice. The rental will therefore be billed on the basis of the price in effect on the date of the order.

No bank data is stored on CINESQUARE.

If a payment is not successfully settled, due to expiration, insufficient funds reoccurring charging will be applied with limited time, if not succeeded your membership will be cancelled automatically.

PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.

You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the CINESQUARE website and not through a hyperlink in an email or any other electronic communication, even if it looks official. CINESQUARE reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. CINESQUARE is not obligated to credit or discount a subscription for holds placed on the account by either a representative of CINESQUARE or by the automated processes of CINESQUARE.

Cancellation

You may cancel your Cinesquare subscription at any time, and you will continue to have access to the CINESQUARE service through the end of your billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS. To cancel, go to "Subscription" in profile.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the country in which the entity that is providing the CINESQUARE service to you (as defined above) has its registered offices. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your local jurisdiction.

Content Selection

We will determine the selection, availability and quality of all Content provided on CINESQUARE Service. The selection, quality and availability of the Content offered can/may be unique to different Cinesquare Users. Not all Content on CINESQUARE Service is available at all times to all users. For example, Content that is available for rental may not be available for subscription and Content that is available for subscription may not be available for rental. Not all Content is appropriate for all users. If you are a parent, it is your responsibility to monitor the Content selections and viewing habits of your children. You can set certain parental controls in your account profile that allow you to control the availability of and/or access to certain Content.

Warranty Disclaimer; Limitation of Damages and Liability

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Injunctive Relief

You agree that any violation or breach by you of these Terms & Regulations will result in irreparable harm to us, and that monetary damages will be an inadequate remedy, and you hereby agree that we shall be entitled to seek injunctive relief.

Severability

If any provision of these Terms & Regulations is deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms & Regulations and shall not affect the validity and enforceability of any remaining provisions.

Severability

If any provision of these Terms & Regulations is deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms & Regulations and shall not affect the validity and enforceability of any remaining provisions.

Indemnity

You agree to indemnify, defend and hold CINESQUARE and its affiliates, officers, agents, co- branders, licensors, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the CINESQUARE Website, CINESQUARE Service or participating in any of the foregoing programs offered by CINESQUARE herein, including, without limitation, your violation of these Terms & Regulations or your violation of any rights of another.

PLEASE DIRECT ANY QUESTIONS OR CONCERNS RELATED TO YOUR BILLS OR SERVICE TO:

info@cinesquare.net