

RE:VOIR ONLINE TERMS & CONDITIONS

Welcome to RE:VOIR, the online portal for classic and contemporary avant-garde and experimental film. We provide our subscribers with access to motion pictures, streamed over the Internet to iOS and Android mobile devices. These Terms & Conditions are subject to change without prior written notice at any time, at RE:VOIR ONLINE's sole discretion, and such changes shall apply to any purchases made after such changes are posted. Therefore, you should review these Terms & Conditions prior to each purchase so you will understand the terms applicable to such transactions. If you do not agree to these Terms & Conditions, do not make any purchases. 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.

1. Registered Users, Free Trials, Subscription, Billing, and Cancellation

1.1 Becoming a Registered User

You may use the service free of charge or you may subscribe as a RE:VOIR ONLINE registered user (a "User"). To become a User, submit your email address to RE:VOIR ONLINE and create a password. You are responsible for maintaining the confidentiality of your account and password.

1.2 Free Trials

Where applicable, your free trial period will commence by completing the registration process. The free trial period of your subscription lasts for 7 days, or as otherwise specified. Free trials are for new users only. RE:VOIR ONLINE reserves the right, in its absolute discretion, to determine your free trial eligibility. We will begin billing your payment method for subscription fees at the end of the free trial period of your subscription unless you cancel prior to the end of the free trial period. To view the specific details of your trial or your subscription, see your account information on the iTunes store. We will continue to bill your payment method for your subscription fee until you cancel.

1.3 Subscription

Your RE:VOIR ONLINE monthly or annual subscription, which may start with a Free Trial, will continue month to month or year to year unless and until you cancel your subscription. You must have Internet access and provide us with a current, valid, accepted method of payment to use the RE:VOIR ONLINE 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. We may, from time to time and at our sole discretion, offer a number of special promotional membership plans, including membership plans offered by third parties in conjunction with the provision of their own products and services. Some membership plans may have differing conditions and limitations, which will be disclosed at your registration or in other communications made available to you. Where the terms and conditions for those membership plans conflict with the terms and conditions set out herein, these Terms & Conditions shall apply.

1.4 Billing

1.4.1 Recurring Billing. By starting your RE:VOIR ONLINE subscription, you authorize us to charge you a monthly or an annual subscription fee at the then-current rate, along with any other charges you may incur in connection with your use of the RE:VOIR ONLINE service, to your Payment method.

1.4.2 Price Changes.

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. Except as

otherwise expressly provided for in these Terms & Conditions, any price changes to your service will take effect following email notice to you.

1.4.3 Billing Cycle.

The subscription fee for our service will be billed at the beginning of the paying portion of your subscription unless and until you cancel your subscription. We automatically bill your payment method monthly or annually on the calendar day corresponding to the commencement of your subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your payment method has not successfully settled. In the event your subscription begins on a day not contained in a given month, we may bill your payment method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your RE:VOIR ONLINE monthly subscription or membership plan on January 31st, your next payment date is likely to be February 28th, and your Payment method would be billed on that date. Your renewal date may change due to changes in your Subscription.

1.5 No Refunds

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.

1.6 Payment methods

You may edit your payment method information by visiting the iTunes store and clicking on “View my account” under account. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your payment method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated. This may result in a change to your payment billing dates.

1.7 Cancellation

You may cancel your RE:VOIR ONLINE subscription at any time, and you will continue to have access to the RE:VOIR ONLINE service through the end of your billing period. We do not provide refunds or credits for any partial subscription periods. To cancel, go to the iTunes store and click “Manage” in the Account Information>Settings>Subscriptions section in the account>view your account menu. If you cancel, your subscription will automatically terminate at the end of your current billing period.

2. Passwords & Account Access

2.1 A User has access and control over the RE:VOIR ONLINE 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 their password to anyone, and should maintain control over the RE:VOIR ONLINE enabled devices that are used to access the RE:VOIR ONLINE service. In addition, if the User wishes to prohibit others from contacting RE:VOIR ONLINE 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.

2.2 The RE:VOIR ONLINE service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. By sharing the Re:VoiR Online service password or allowing others to access your account, the User agrees to be responsible for assuring that these household subscribers comply with these Terms & Conditions, and such User shall be responsible for the actions of the household subscribers.

2.3 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 iTunes store and not through a hyperlink in an email or any other electronic communication, even if it looks official. RE:VOIR ONLINE reserves the right to place any account on hold anytime with or without notification to the subscriber or member in order to protect itself and its partners from what it believes to be fraudulent activity. RE:VOIR ONLINE is not obligated to credit or discount a subscription for holds placed on the account by either a representative of RE:VOIR ONLINE or by the automated processes of RE:VOIR ONLINE.

3. RE:VOIR ONLINE Service

3.1 You must be 18 years of age, or the age of majority in your province, territory or country, to become a subscriber to the RE:VOIR ONLINE service. Minors may only use the service under the supervision of an adult.

3.2 During your RE:VOIR ONLINE subscription we grant you a limited, non-exclusive, non-transferable right to access the RE:VOIR ONLINE service and view RE:VOIR ONLINE content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

3.3 You may view the RE:VOIR ONLINE content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time.

3.4 The RE:VOIR ONLINE service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our user interfaces, promotional features and availability of RE:VOIR ONLINE content.

3.5 You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms & Conditions) content and information contained on or obtained from or through the RE:VOIR ONLINE service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the RE:VOIR ONLINE service; use any robot, spider, scraper or other automated means to access the RE:VOIR ONLINE service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the RE:VOIR ONLINE service; insert any code or product or manipulate the content of the RE:VOIR ONLINE service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the RE:VOIR ONLINE service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of the RE:VOIR ONLINE service if you violate these Terms & Conditions or are engaged in illegal or fraudulent use of the RE:VOIR ONLINE service.

3.6 The quality of the display of the RE:VOIR ONLINE content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD. Default playback settings on cellular networks exclude HD. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching RE:VOIR ONLINE content will vary based on a number of factors, including your location, available bandwidth at the time, the

content you have selected and the configuration of your RE:VOIR ONLINE-ready device. 3.8 RE:VOIR ONLINE software is developed by, or for, RE:VOIR ONLINE and is designed to enable viewing of RE:VOIR ONLINE content through RE:VOIR ONLINE-ready devices. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the RE:VOIR ONLINE and related third-party software.

4. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of France and any litigation or dispute in connection therewith shall be submitted to the exclusive jurisdiction of the courts located in Paris, France. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your local jurisdiction.

5. Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) (“Application(s)”) that interact with the RE:VOIR ONLINE service. These Applications may import data related to your RE:VOIR ONLINE account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and RE:VOIR ONLINE is not responsible for such Applications. Such applications are owned or operated by third parties that are not related to, with, or sponsored by RE:VOIR ONLINE, and may not be authorized for use with our service in all countries. Use of an application is at your own option and risk.

6. Use of Information Submitted

RE:VOIR ONLINE 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 RE:VOIR ONLINE service, including the re-voir.com 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 RE:VOIR ONLINE 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 RE:VOIR ONLINE 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 RE:VOIR ONLINE. 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 RE:VOIR ONLINE 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.

7. Customer Support

If you need assistance of any kind, click on “APP” in the headers of the www.re-voir.com site and select “Help”. There you will find the answers to many frequently asked questions, along with contact information for our Customer Support team.

8. Copyright

RE:VOIR ONLINE respects the intellectual property rights of others and expects its Users to do the same. RE:VOIR ONLINE enforces third party’s intellectual property rights and can, in appropriate circumstances, suspend or terminate the accounts of subscribers, members or Users who are repeat infringers. RE:VOIR ONLINE will respond expeditiously to claims of copyright infringement committed using the RE:VOIR ONLINE platform and/or website, if such claims are reported to RE:VOIR ONLINE’s Designated Copyright Agent identified in the sample notice below. If you are a copyright owner, authorized to act on behalf of one, or

authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the www.re-voir.com website by completing the following DMCA Notice of Alleged Infringement (“Notice”) and delivering it to RE:VOIR ONLINE’s Designated Copyright Agent. Upon receipt of the Notice as described below, RE:VOIR ONLINE will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the RE:VOIR ONLINE platform. To file a DMCA Notice of Alleged Infringement, please:

- Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by this Notice – you may provide a representative list of copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the www.re-voir.com website or the exact location where such material may be found. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - “I hereby state that I have good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)”
 - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed”.
- Provide your full legal name and your electronic or physical signature.

Finally, deliver this Notice, along with all items completed to RE:VOIR ONLINE’s Designated Copyright Agent: Copyright Agent info[at]re-voir[dot]com RE:VOIR SARL 43 rue du Faubourg Saint Martin, 75010 Paris France.

9. General Terms & Conditions

9.1 Privacy

We collect personal information about you through and in connection with your use and/or purchase of RE:VOIR ONLINE's Products and Services. All information that we collect about you is subject to our Privacy Policy, which forms part of these Terms & Conditions, and which may be accessed from our home page or by clicking here is deemed to be incorporated into these Terms & Conditions.

9.2 Promotion Codes

Any promotion code or offer provided on the Website or via any Device cannot be used in conjunction with any other promotion code or offer, past or present.

9.3 Indemnity by you

You agree to indemnify and hold RE:VOIR ONLINE, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney’s fees, arising out of or in connection with your purchase or use of any product or services, or any violation of this Agreement or of any law or the rights of any third party.

9.4 Disclaimer of Warranties

RE:VOIR ONLINE makes no warranties of any kind, express or implied, with respect to any films made available on this site. Films are provided or sold “as is” and RE:VOIR ONLINE disclaims any and all representations and warranties, whether express or implied, including without limitation implied warranties of title, merchant, ability, fitness for particular purpose or non-infringement. RE:VOIR ONLINE cannot guarantee and does not promise any specific results from use of products or services. RE:VOIR ONLINE does not represent or warrant

that products, services, or any part thereof, are accurate, complete, reliable, current or error-free or that products or services that are downloaded from the site are free of viruses or other harmful components. Therefore, you should exercise caution in the use and downloading of any such content or materials and use industry-recognized software to detect and disinfect viruses.

9.5 Limitations on Liability

Except in jurisdictions where such provisions are restricted, in no event will RE:VOIR ONLINE or its directors, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your purchase or use of any products or services, even if RE:VOIR ONLINE is aware or has been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, RE:VOIR ONLINE's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid by you to RE:VOIR ONLINE for the product or service, but in no case will RE:VOIR ONLINE's liability to you exceed 1000 EUR. You acknowledge that if no amount is paid by you to RE:VOIR ONLINE for the product or service, you shall be limited to injunctive relief only unless otherwise permitted by law, and you shall not be entitled to damages of any kind from RE:VOIR ONLINE, regardless of the cause of action.