

STATUTORY PROVISIONS

1. INFORMATION ABOUT THE SITE EDITOR

The site cinando.com (hereinafter called "The site" or "Cinando") is edited by Association Française du Festival International du Film / Marché du Film – French Association of International Film Festival / Film Market – (hereinafter called "The Editor"), this association was organized under Act 1901, registered number 784 360 778 00046. Its head office is located on 3 rue Amélie, 750007, Paris; telephone number: +33 1 53 59 61 00.

The publishing editor is: Mr. Jérôme Paillard.

Internet Fr, Immeuble Odyssee, 2-12 chemin des Femmes, 91886 Massy – telephone number: +33 1 64 53 12 12 is in charge of the site hosting.

2. GENERAL TERMS OF USE

Read the General Terms of Use carefully before using this site. These General Terms of Use apply to the whole site; namely, to every visit and every click made by cinando.com user and, in a more general way, to the site use and its content as a whole. On entering and using the site, you completely agree with the General Terms of Use and the statutory provisions without reservations. If you do not agree with these general conditions completely, please quit the site immediately.

3. PURPOSE

The following general provisions aim at establishing the rules of the site use by the subscribed users or unsubscribed users as well as Cinando commitments, and describing methods and terms and conditions for site users to subscribe at this site private area.

Users commit themselves to respect these provisions in every visit to Cinando site. The user and the subscriber acknowledge, by the mere fact of using the site or subscribing, that they know the following general provisions and agrees on them completely, without reservations and, therefore, they disclaim from any right to claim against the site or its Editor, for the herein foreseen situations.

Every site subscription must respect these general provisions.

They can be subscribed to Cinando:

- The companies which its main activity is the international film production, distribution, exploitation or diffusion,
- The companies that make connected services, especially technical, commercial, financial or legal ones.
- The institutions, associations and professional organizations which main object is related to the film industry
- As well as its managers and staff.

The full-length films assigned to an initial diffusion on cinemas are considered as film works.

We expressly remind that the site is not subject to any result obligation as regards media or commercial repercussions expected by its users.

4. CINANDO PRESENTATION

The site is addressed to the film industry professionals. It especially offers a wide panorama of the film industry (sellers, distributors, producers, programmers, etc.): contacts, profiles, films for sale, developing projects, projection programmes of the main markets...

The site has two parts:

- A data base that keeps the data described hereinbefore (some pieces of information may be of free access in the data base; for this to take place, the user must specify it in his updates by clicking the link "Update my data" and filling or not the specially foreseen boxes).
- A common area that allows to access safe with confidentiality to the directory of the cinema professionals, films, projects and to benefit by the different services proposed by the site, to facilitate the contact among these professionals with a news system, a list system and a message one.

The essential of the site is reserved to the users with a password.

5. CONTENT PROPERTY

The site is proprietary to the Editor and is operated by him. The whole content that is presented or published on it, including, by being a merely enunciating list, the texts, synopsis, and recommended films, graphics, film and or actors' photographs, visuals, signs, small signs, front pages, images, movable images, sound, illustrations, videos or film extracts, film trailers and teasers, DVD bonus, making-of, films and software is proprietary to Cinando and / or content suppliers and / or co producers and film right holders upon the modalities hereinafter mentioned and protected by intellectual property rights of the right holders'. Thus, except for a special authorization in writing by Association Française du Festival International du Film / Cinando, no single part or element of the site or its content can be copied or retransmitted by any existent or future means. Unauthorized reproduction may result in severe criminal and civil penalties.

Therefore, Cinando user cannot copy, distribute, transmit, announce, execute, reproduce, publish or edit its content, grant a license, or make works derived from that content, transfer or sell it. It is strictly prohibited to suppress any statutory provision, such as copyright or any other intellectual property notice that is shown on the site.

Every trade mark mentioned in the site belongs to its respective owners and is protected by trademark law.

Subscription does not imply the transfer of any royalties on the information included on the site in benefit of the user.

Any site user can participate in the editorial part of it, by subordinating its contribution to Cinando and filling its company card.

Herewith the user guarantees:

- That he is the author of the proposed contribution,
- That he is the corresponding copyright proprietor and authorizes Cinando to divulge, publish, reproduce such contribution on its site and to incorporate it freely into its data base.

Thus, it excludes any subsequent claim against the site or its Editor.

Cinando reserves the right to limit any abusive use of the editorial part.

Any abuse related to a participation in the site editorial part and any infringement of this code of conduct (related to the news, a company profile or any other part of the site) is susceptible of being penalized, either by a suspension to access the site or by an exclusion and cancellation of the subscription.

6. ONLINE MATERIAL ON CINANDO

Any Cinando user that uploads every kind of material to the site (such as the said in Article 5 "CONTENT PROPERTY"; namely, texts, synopsis, and recommended films, graphics, film and or actors' photographs, visuals, signs, small signs, front pages, images, movable images, sound, illustrations, videos or film extracts, film trailers and teasers, DVD bonus, making-of, films and software (this list is merely enunciating) expressly authorizes its diffusion on Cinando.

The same matter applies to the film performed completely in streaming in the part of the site called "screening room" or in any other part of the site. Nevertheless, in opposition to what happens with the other said supports, only the users assigned by the right holders are entitled to enter the uploaded films of the site through the management page of visualization rights or by sending nominative invitations.

Data and IP address of any person's that reproduces or public performs a film from the screening room can be at the disposal of justice and / or the film right holders in question, with the objective of establishing civil or penal actions.

Cinando guarantees that it shall do as much as possible so all the films available by the streaming were protected in the best way through the technical means known at present and so their intellectual rights respected. Films are encapsulated, codified and performed exclusively in streaming; namely, they are not physically stored by the person who watches them.

7. LIABILITY ON THE CONTENT

- Guarantees

Although Cinando strives for the site content to be as reliable as possible, it cannot guarantee anything in relation to the present information on the site, whether it is supplied by Cinando, its partners or a third party by e-mail sending or any other present or future means of communication. Cinando reserves the possibility of adding some information of which it knows in particular by the specialized press, about the film producers, represented or distributed by companies or their contributors.

Cinando does not give any guarantees in relation to the use of such pieces of information.

Cinando declines any obligation or liability as regards the contents of the Web sites edited by third parties, which can be entered from cinando.com by the hyperlinks.

The user who uploads information or content to the site hereinbefore mentioned guarantees Cinando that he is not only the owner of the royalties but also the information and content accuracy; in the same way, he is guarantor for the site and the Editor, should any action by a third party, or lawsuit produced by his intentional or unintentional behaviour.

If the user hires the advertisers present at cinando.com, Cinando has no obligation or liability in relation with the supply of services and products provided by its commercial partners.

- Multilinguism

At present it is available in English (the main language) and in Spanish (it is possible some other languages may be added hereafter); Cinando reserves the right of translating those texts that have not been so. It is reminded that although Cinando has a non-systemic

translation service, it is Cinando user who must make a translation of his own texts and cannot make Cinando liable for disagreement with the translation.

8. RULES OF CONDUCT

- Use of confidential code

The ID elements (user and password) that allow the subscriber to register and connect to the site private part are personal and confidential. The subscriber can change his password on line. The subscriber is fully liable for the use of his own ID elements. He pledges to keep them secret and not to divulge them.

Should any ID element which makes reference to him be lost or stolen, the user must choose a new connection password.

- Use of common areas (alerts, groups, news –merely enunciating list)

Being a question of a site addressed to the film industry, the subjects and titles of the groups, alerts, news, etc must be related to such field, excluding any other subject matter.

The subscriber pledges not to use cinando.com site for:

- downloading, transmitting, sending by e-mail or any other means any kind of illegal, detrimental, threatening, abusive, defamatory, vulgar, obscene, malicious, racist content that may constitute harassment or make an offense against third party's privacy right, or worthy of reprehension due to any other reasons.
- attempting against small users for any reason.

Cinando reserves the right to suppress such content in pursuance of this concept or when a contribution may be contrary to the site editorial line.

Every group, comment and piece of news (merely enunciating list) that is not vivid, visited or updated enough, upon Cinando criterion, is susceptible of being suppressed or suspended by Cinando management.

9. RULES OF INTERNET USE

Every site user declares to agree on the characteristics and limitations of Internet by particularly acknowledging that:

- he is the only responsible for the use of information that is on the site. Consequently, Cinando shall not be liable for any direct or indirect damage that may be caused by the use of such information.
- he is the only responsible for the use of the site contents which have a hyperlink with Cinando site, which declines any liability as regards such contents.
- the spread of his ID elements and, in general, any information he may consider as delicate or confidential is by his own risk.
- he knows Internet nature and, in particular, its technical characteristics and the replying times for making questions and asking for or transferring information. Cinando cannot be considered liable for Internet malfunctioning.
- he must take the necessary measures to protect his own data and softwares from eventual virus that may be on Cinando site, which cannot be considered liable for the eventual damages.

10. NATURE OF THE SERVICE

The subscription to the site gives access to the site private area and all the services at the subscriber's disposal for a limited time.

The subscription is granted after paying the sum of money of such subscription, according to the price in force at the moment of registering the subscription request and upon the methods described in the site part "About us" or in agreement with the cooperation agreements subscribed by Cinando.

Such subscription is granted to a company and to the whole contributors whom this company may decide to give its password. It is the company's responsibility to cancel the subscription of those people who no longer belong to its staff. It is reminded that contributors may have access to confidential information in some cases or edit the company data; Cinando cannot be liable for the malicious actions that some ex-employees may commit if those accounts had not been cancelled by the company.

11. SUBSCRIPTION CONDITIONS

On subscribing, the user must give the information the site asks for, by filling the subscription form with information such as surname, name, address and e-mail address.

Subscription

The subscription is effective as of the day the user buys it for a limited time and it is not renewable by tacit renewal.

Before the subscription falls due, the user can subscribe for a new one. The operation of his new subscription is accumulated together with the remaining time of his primary subscription, being this regulation valid for all kinds of subscriptions.

On ending the subscription period and in case of not having asked for a new subscription, the access to the site private area is automatically interrupted.

12. PROMOTIONS AND SPECIAL OFFERS

Cinando can propose promotions for the user; their descriptions shall be available on the site during his period of operation.

The special offers are reserved for the companies, associations and professionals of any category with which Cinando had signed an agreement.

13. PRICES AND TERMS OF PAYMENT

- Prices

The prices in force are published on cinando.com, in the label "Register", independently of promotions and special offers.

The subscription price corresponds to the one in force on the subscription day: the eventual price changes have no incidence on the already taken subscriptions.

Such subscription price does not include Internet access expenses or telephone expenses, which are fully charged to the subscriber.

- Forms and payment period

By entering the credit card number in the subscription form, sent in a way protected by Cinando (at special request), by fax or by e-mail.

- Subscription confirmation

On the day of the subscription a confirmation mentioning the subscription to the site is sent to the user via e-mail.

Cinando reserves the right of rejecting companies' or people's subscriptions whose profile seems not to match the defined criteria in the general terms of use, without being obliged to justify such decision. In that case, the whole rights are reimbursed.

- Incidents with the payment

In the case Cinando did not receive or could not cash a user's payment upon the terms set forth in the Article IV.2 hereof, such user shall have his access denied to the paid part of the site until the debt is cashed.

The access time of which the user has been deprived due to this kind of incident cannot be object of extension of its primary subscription.

14. COMPUTING AND INDIVIDUAL RIGHTS

The user knows the nominative information referred to him is necessary to begin a subscription on Cinando site. Such information, addressed to cinando.com, can be communicated to third parties with commercial purposes, except for user's expressed opposition.

The user has a right of accessing, editing, correcting, opposing to and suppressing the available data on cinando.com which concern him directly, whether by managing his data on the site or by certified letter with acknowledgement of receipt to the following address, where he must specify which changes he asks for:

Marché du Film – cinando.com
3 rue Amélie, 75007 Paris, France
contactus@cinando.com

15. COMPLAINTS

The complaints referred to subscriptions and its terms of use can be made by e-mail to contactus@cinando.com, or by post to:

Subscription management
Marché du Film – cinando.com
Gestion des abonnements
3 rue Amélie, 75007 Paris, France

16. MODIFICATIONS

The parties agree that Cinando can modify the offered services by right, without any other requirement except for that of publishing such changes on line in the general terms.

17. GENERAL PROVISIONS

Neither the user nor Cinando can be considered liable for breach or delay in the fulfilment of an obligation herein due to acts of God, upon the habitual interpretation of jurisprudence.

An act of God interrupts the obligations brought by buying or by a subscription during the period of time this act takes.

Nevertheless, if this act of God took more than three consecutive months, the subscription could be rescinded by the user's expressed request.

If any of the stipulations herein set forth is considered null or pointless, it shall not be considered as written and it does not imply the nullity of the other stipulations.

The present general provisions are ruled by French law. The user submits to the ordinary jurisdiction of the Courts of Paris Trade for everything related to the content, use of the site and / or interpretation hereof.