

TERMS OF SERVICE

“CINEPRO DIGITAL SOLUTIONS (P) LTD” hereinafter, “we”, or “us”, are the owners of website/mobile application “filmgrid.app”, which an online platform that facilitates the listing and rental or purchase of equipment’s (collectively, hereinafter, “Listing” or “Listings”).

The following terms and conditions, together with any documents they expressly incorporate by reference govern each user’s (hereinafter, “you,” “your,” “Member,” or “User”) access to and use of the filmgrid website/app/app, including any subdomains thereof, and any other website/app through which makes the website/app available (collectively, “Site”), any mobile applications and application interfaces (collectively, “Application”), and all associated services offered on or through filmgrid.app or by filmgrid (hereinafter collectively, the “filmgrid Services”), whether as a guest or registered User. The Site, Application, and filmgrid Services together are hereinafter collectively referred to as the “Platform”. filmgrid Privacy Policy and Community Rules, and other terms applicable to your use of the Platform are incorporated by reference into these Terms of Service.

All the provisions in the Terms of Service, together with filmgrid’s Privacy Policy and Community Rules constitute the “Agreement” between you and filmgrid. If you do not want to agree to these Terms of Service, the Privacy Policy, and the Community Rules, you must not sign up as a User of the Platform or access or use the Platform. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the Agreement.

By accessing or using the Platform, including by communicating with us or another filmgrid User, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (hereinafter, “Terms of Service” or “Terms”), whether or not you become a registered User of the Platform. When you sign up as a Member of the Platform, you must agree to filmgrid’s Terms of Service, Community Rules, and Privacy Policy when prompted. The Terms constitute a binding legal agreement between you and filmgrid.

MODIFICATIONS TO THE TERMS

We reserve the right to modify the Platform or revise and update the Terms (along with filmgrid’s Privacy Policy and Community Rules) from time to time, at our sole discretion. If we modify the Terms, we will update the “Last Modified” date in these Terms and we will send to Users a change in notification on the Platform regarding the modification on the Platform. By continuing to access or use our Platform after we have posted a modification and/or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms.

All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. If the modified Terms are not acceptable to you, your only recourse is to immediately stop using and accessing the Platform and close your filmgrid Account within two (2) days, in which case the previously effective version of our terms (including the “Terms of Service,” last modified on **10th APRIL 2025** will apply to you, unless you have used the Platform during the intervening 5 days period, in which case the new Terms will apply to you. You hereby waive any and all claims and rights with respect to notice of changes to the Terms (along with filmgrid’s Privacy Policy and Community Rules) or other associated policies. In addition, some services offered through the Platform may be subject to additional terms and conditions distributed by filmgrid from time to time and your use of such services is subject to those additional terms, conditions, and policies, which are incorporated into this Agreement by this reference.

Any changes to the dispute resolution provisions set forth in Dispute (Agreement to Arbitrate) and Governing Law and Jurisdiction sections will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform.

GENERAL TERMS AND CONDITIONS

filmgrid has created the Platform with certain technology that enables Listing owners or vendors (hereinafter, “Owners”), who are lessors of Listings, and renters (hereinafter, “Renters”), who are lessees of Listings, to communicate and arrange for the rental of Listings with each other. filmgrid has created the Platform with certain technology that enables Listing sellers or vendors (hereinafter, “Sellers”), who are sellers of Listings, and buyers (hereinafter, “Buyers”), who are purchasers of Listings, to communicate and arrange for purchases of Listings with each other. One Listing can be offered for rent by a Profile as an Owner to a Renter, or for purchase by the same Profile as a Seller to a Buyer.

filmgrid **IS NOT AN** seller, vendor, or operator of any Listings, except for Listings that are available on filmgrid’s own Profile. filmgrid **DOES NOT** own, sell, resell, provide, rent, sub-rent, offered in Listings, except for Listings on filmgrid’s Profile.

Eligibility to Use filmgrid Platform: The Platform is offered and available to Users who are **EIGHTEEN (18) YEARS** of age or above or older who can form legally binding contracts. By using the Platform, you represent and warrant that:

- 1) you can form a binding contract with filmgrid and other Users
- 2) you submitted accurate and truthful account, registration, identity, and verification information and documents
- 3) you should meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.
- 4) Any use of the Platform by anyone under/below **EIGHTEEN (18) YEARS** is expressly prohibited.

ACCOUNT REGISTRATION:

In order to access certain features of the Platform, including listing, requesting, renting, or purchasing a Listing, you must register or sign-up to create a filmgrid account (herein, “filmgrid Account”), either by providing us your email address and creating a password. After signing up as a User, you will have a user profile with a publicly-viewable web address or URL (herein, “User Profile” or “Profile”). If you register a filmgrid Account and use a business display name, business-owned domain email address, business profile photo, business Profile logo on your filmgrid Account, you agree and personally guarantee that you have the authority to bind the entity to this Agreement, and you agree that you, individually, and the business entity (including any and all of the business’ owners, officers, directors, agents, and joint venturers) are legally bound by the provisions of the Terms. You may not assign or otherwise transfer your filmgrid Account and/or User ID to another party. You may not register more than one (1) filmgrid Account unless filmgrid authorizes you to do so.

VERIFICATION PROCEDURE:

Before you message another User, or list, rent, or purchase a Listing, you will provide us and/or our service providers with certain information and documentation, including but not limited to identification information and documentation, about yourself and/or your business to enable us to attempt to verify your identity in order to become a “Verified Member.” You promise to provide complete and accurate information and documentation to us about yourself and/or your business, and fix any and all errors, once discovered, in the information and documentation that you have provided us and/or our service providers. filmgrid has the right, but not the obligation, to undertake screenings, checks, and processes to help verify or check the identities and/or backgrounds of Users and associated businesses, but filmgrid does not endorse any User (including User’s that create a business Profile), or the User’s background, or commit to undertake any specific verification or screening process, including but not limited to criminal background checks. We may, in our sole discretion, use third-party services to verify the information and documentation you provide to us and to obtain additional related information and documentation and corrections where applicable and you hereby authorize filmgrid to request, receive, use, and store such information and documentation. We may accept or reject your application to establish a Filmgrid Account and/or become a Verified Member at our sole discretion.

USER INFORMATION AND DOCUMENTATION UPDATES:

You promise to update the information and documentation you have provided to us in the event of any changes to your identity information and documentation, contact information, or background. You promise to, and are solely responsible for, keeping your contact information up-to-date, as Filmgrid may deliver notices to you at the

most recent email, telephone, or address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address, unless you provide updated contact information and documentation to us.

Filmgrid does not represent or warrant that we have taken any steps to run a criminal or other background check or otherwise make an assessment of a User's (individual or business) integrity or character.

FILMGRID ROLE:

Filmgrid's responsibilities are limited to: (i) facilitating the availability of the Platform; and (ii) serving as the limited payment collection agent of each Owner or Seller for the purpose of accepting payments from the Renter, Buyer, or third-party.

As an Owner, you agree to grant filmgrid the right to allow the Renter to use any Listings rented by them, as agreed to between you and the Renter. As a Seller, you agree to grant filmgrid the right to allow the Buyer to purchase and obtain any Listings purchased by them, as agreed to between you and the Buyer. As an Owner or Seller, you agree to fully authorize filmgrid to enter into agreements that include the aforementioned rights. You understand and agree that Filmgrid does not act as an insurer, broker, or as your contracting agent. Any agreement you enter into with any other User is between you and the User and filmgrid is not a party to it.

ACCESSING THE PLATFORM:

We reserve the right to withdraw or amend the Platform, and any service or material we provide on the Platform, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users, including registered Users.

USER RESPONSIBILITIES AND ACCOUNT SECURITY:

You are responsible for making all arrangements necessary for you to have access to the Platform ensuring that all persons who access the Platform through your internet connection are aware of the Terms and comply with them. To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information and documentation. It is a condition of your use of the Platform that all the information and documentation you provide on the Platform is correct, current, and complete. You agree that all information and documentation you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Filmgrid Account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user's name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user's name or password or any other breach of security. You also agree to ensure that you exit from your Filmgrid Account at the end of each session. You should use particular caution when accessing your Filmgrid Account from a public or shared computer so that others are not able to view or record your password or other personal information. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Filmgrid Account after you have reported unauthorized access to us. **NO THIRD PARTY** is authorized by Filmgrid to ask for your username and password, and you shall not request the credentials of another Member.

We offer a feature that allows a member to add and authorize a third-party (hereinafter, "Authorized Person") to act on behalf of the Member, including but not limited to, communicating, picking up Listings, and/or dropping off Listings with other Members, after a member adds the Authorized Person's name, email address, phone number, and/or government-issued ID. When you add an Authorized Person to a Listing rental, you understand and agree that you are still legally bound by, the provisions of the Terms, and you are jointly and severally liable for any actions or inactions of the Authorized Person in relation to the Listing rental and transaction that you added the Authorized Person to, given that you are the responsible party for the Listing rental and transaction. You agree that if, you or anyone makes a claim against the Authorized Person that is added Listing rental, you will indemnify and hold the Filmgrid harmless from any liability, demand, loss, damage, or costs which you or another party may incur as the result of such claim. Filmgrid is not responsible, or liable to any third party.

Filmgrid is a marketplace where Members who comply with the Terms to offer, rent, sell and buy Listings from other Members. While we have verification procedures for our members and processes in place to review Listings, we cannot guarantee the truth, accuracy, or legality of Listings, and the ability for Owners to rent out Listings, Renters to rent and pay for Listings, Sellers to sell Listings, or Buyers to purchase and pay for Listings. Filmgrid also cannot ensure that a member will complete a rental or purchase transaction or guarantee the true identity, nationality, and age of a member. We recommend that you communicate directly with other Members using the Platform to conduct your own assessment of another Member, and we strongly recommend that you do not transact with another Member when you're not comfortable with a potential transaction.

You agree that you will always use your Filmgrid Account and the Platform in compliance with the Terms, applicable law, and any other policies and standards provided to you by Filmgrid. We have the right to disable any Filmgrid Account, Profile, username, password, or other identifiers, whether chosen by you or provided by us, at any time at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms of Service.

DESCRIPTIONS OF PLATFORM FEATURES:

- Rental: We offer a feature that allows Renters to request to rent, or rent, a Listing offered for rental by an Owner.
- Filmgrid (Buy & Sell): We offer a feature that allows Buyers to offer to purchase or purchase, a Listing offered for sale by a Seller. Both Buyers and Sellers can submit offers or counter offers to the other party, which may be accepted by that Member.
- Filmgrid Rental Cart: We offer a feature that allows Renters to add one Listing or multiple Listings, offered for rental by one or more Owners, to a cart that aggregates the initial Transaction Costs, fees, and discounts, for all the Listings (hereinafter, "Cart"). A Renter has an option to select a Listing pick-up date and return date for a Cart. A Renter may have an option to select a coverage option for each Listing in a Cart. A Renter can create multiple Carts, where each Cart is associated with one Owner and one Rental Period.

MEMBER AGREEMENTS

FOR A FILMGRID RENTAL, YOU UNDERSTAND AND AGREE THAT FILMGRID'S TERMS OF SERVICE AND COMMUNITY RULES, IN CONJUNCTION WITH YOUR RENTAL CONVERSATION AND RENTAL INVOICE, EFFECTIVELY ESTABLISHES THAT A RENTAL TOOK PLACE BETWEEN THE YOU AND OTHER USER IDENTIFIED YOUR RENTAL CONVERSATION AND/OR RENTAL INVOICE, EFFECTIVELY ESTABLISHING A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE OTHER USER IDENTIFIED IN YOUR RENTAL CONVERSATION AND/OR RENTAL INVOICE.

FOR A FILMGRID PURCHASE, YOU UNDERSTAND AND AGREE THAT FILMGRID'S TERMS OF SERVICE AND COMMUNITY RULES, IN CONJUNCTION WITH YOUR PURCHASE CONVERSATION AND PURCHASE INVOICE, EFFECTIVELY ESTABLISHES THAT A PURCHASE TOOK PLACE BETWEEN THE YOU AND OTHER USER IDENTIFIED IN THE PURCHASE CONVERSATION AND/OR PURCHASE INVOICE, EFFECTIVELY ESTABLISHING A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE OTHER USER IDENTIFIED IN YOUR PURCHASE CONVERSATION AND/OR PURCHASE INVOICE.

As an Owner or Seller, you understand and agree that if Filmgrid is unable to collect any Transaction Costs and funds related to a Listing rental or purchase, including disputed charges, from the Renter or Buyer, you will refund any Owner or Seller profits or funds that were transferred to you, or the bank account added on your Filmgrid

Account, directly to Filmgrid immediately. You also agree and authorize Filmgrid to withdraw funds from the bank account added on your Filmgrid Account, if necessary to reimburse Filmgrid for any Transaction Costs and funds related to a Listing rental or purchase that Filmgrid is unable to collect from the Renter or Buyer.

You agree that all communication, including but not limited to communication from Filmgrid, a collection agency, or legal counsel, regarding unpaid balances, delinquent accounts, and amounts owed to other Users may be made by contacting you via the email address or phone number you provided on your Filmgrid account.

LISTINGS, LISTING CONDITIONS, AND RENTAL LISTING PRICES

Owners or Sellers are responsible for creating their own Listings, and for the accuracy and content of their Listings. Owners or Sellers must accurately describe the Listing and all of the Listing contents, so that the Renter, the Buyer, Filmgrid, insurance companies, law enforcement, or courts can review exactly what a Renter rented or the Buyer purchased. Owners or Sellers must only upload photos that accurately represent the Listing that they are offering to rent to a Renter or to purchase by a Buyer.

When prompted, Sellers are responsible for setting an accurate Listing condition from predetermined condition categories that are provided by Filmgrid. Each condition category has a description that Sellers must review and select. Sellers can also provide any specific information about the condition of a Listing in the Listing description. If a Buyer does not agree with the condition category that the Seller selected and/or the condition description that the Seller added after the Buyer receives their purchased Listing, the Buyer can request to initiate a return to the Seller and a refund from the Seller within the refund period, as determined and provided by Filmgrid or the Seller.

Owners are responsible for setting a minimum coverage limit or accurate market value for their Listing (hereinafter, "Replacement Value"). The Listing Replacement Value is displayed publicly on the Listing so that a Renter is aware of the Replacement Value prior to placing a rental request. Accordingly, you, as an Owner, agree that a Renter, an insurance company, and/or Filmgrid does not owe the Owner an amount for the repair or replacement of the Listing in excess of the Replacement Value that the Owner has set for Listing at the time the Renter submits a rental request for the Listing. Owners may adjust a Listing Replacement Value at any time, except for when a Listing has been requested by a Renter or in an active rental. Filmgrid will keep track of any adjustments in the Listing Replacement Value.

Filmgrid reserves the right to change the price of an Owner's Listing. Filmgrid does so in order to maintain reasonable rental prices relative to other listing prices, with the intention to increase the likelihood that an Owner will have their Listing rented by a Renter. If an Owner does not agree with a price change, they have the option of closing their listing at any time, refusing to accept a rental request or contacting Filmgrid to discuss the issue.

RENTERS, RENTAL PERIOD, AND RENTER LIABILITY

The period of time between when the Owner (or the Owner's Authorized Person) releases custody and control of the Listing to the Renter (or the Renter's Authorized Person) and when the Renter (or the Renter's Authorized Person) returns custody and control of the Listing to the Owner (or the Owner's Authorized Person) is known as the "Rental Period." A Renter must request an initial Rental Period, with a set Listing pick-up day and time and a set Listing return day and time, and the Owner may accept the Rental Period that the Renter requests. A Renter must request any modifications to an initial Rental Period, with a set Listing pick-up day and time and a set Listing return day and time, and the Owner may accept any modifications to Rental Period that the Renter requests. Any Renter modifications to the Rental Period that are not accepted by the Owner are not authorized and may result in Filmgrid or the Owner making a police report against the Renter and pursuing legal action against the Renter.

If the Renter damages, loses, steals, converts, transfers custody and control to a third-party, and/or fails to return the Owner's Listing, within the Rental Period, the Renter agrees that they are liable for and agree to immediately pay for the repair or replacement of the Owner's Listing, up to the specified limit purchased and/or the Replacement Value of the Listing (as provided on the Listing when a Renter requests a Listing) and/or the amount not covered by a Renter's coverage option or an insurance policy, and/or the entire deductible amount (if applicable) for the coverage option or insurance policy that covers the Listing. Renters are not liable for pre-existing damage or issues with an Owner's Listing, if there is proof of pre-existing damage or issues or if the pre-existing damage or issues are not caused by the Renter's rental and use of the Listing. We always recommend that both Owners and Renters use rental check sheets and thoroughly inspect Listings that they rent.

Filmgrid is not liable for a User's (or the User's Authorized Person) deceptive or fraudulent acts, the voluntary parting of Listings, the theft of Listings, and/or any other loss caused by User's (or the User's Authorized Person) deceptive or fraudulent acts and a User's (or the User's Authorized Person) use of Filmgrid.com, but Filmgrid will completely cooperate with the investigation and produce information about the incident and parties involved, working with Republic of India Central & State Indian law enforcement officials.

NOTE: AS STATED ABOVE, THE PLATFORM IS INTENDED TO BE USED TO FACILITATE OWNERS OR SELLERS AND RENTERS OR BUYERS CONNECTING, COMMUNICATING, LISTING, RENTING, AND/OR PURCHASING LISTINGS DIRECTLY WITH EACH OTHER. FILMGRID CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS AND THE CONDITION, LEGALITY, OR SUITABILITY OF ANY LISTINGS. FILMGRID IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS. ACCORDINGLY, ANY RENTALS OR PURCHASES WILL BE MADE AT THE USER'S OWN RISK. IN NO EVENT SHALL FILMGRID BE LIABLE TO A USER OR A RELATED THIRD-PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS OR THE INFORMATION ON FILMGRID'S PLATFORM. WHILE FILMGRID WILL EXPECT A USER OR A RELATED THIRD PARTY TO MAKE REASONABLE EFFORTS TO RETURN ANY PROPERTY THEY MAY RECEIVE THAT DOES NOT BELONG TO THEM, FILMGRID WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.

PLATFORM COMMUNITY RULES

When you sign up as a Member of the Platform, you must agree to Filmgrid's Community Rules, along with the Terms of Service and Privacy Policy, when prompted.

FILMGRID DOES NOT PROVIDE INSURANCE OR ANY OTHER KIND OF COVERAGE FOR SPACES, AUTOMOBILES, AND/OR CERTAIN DRONES.

IMPORTANT NOTICE: The loss and damage limitations set forth below are subject to your compliance with all of your obligations under the Terms and Community Rules. Even if the Loss Damage Waiver (Damage Only) option is purchased, you agree that you will be responsible for the full amount of damages to or loss of the rented Listing if you fail to comply with all of your obligations under the Terms of Service and Community Rules.

INTELLECTUAL PROPERTY RIGHTS

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Filmgrid, its licensors, or other providers of such material and are protected by the laws REPUBLIC OF INDIA and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Terms permit you to use the Platform for your personal, non-commercial use only. Any and all commercial use by you of the Platform must be expressly authorized by Filmgrid.

You MUST NOT REPRODUCE, DISTRIBUTE, MODIFY, CREATE DERIVATIVE WORKS OF, PUBLICLY DISPLAY, PUBLICLY PERFORM, REPUBLISH, DOWNLOAD, STORE OR TRANSMIT any of the material on our Platform, except as follows: 1) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; 2) You may store files that are automatically cached by your Web browser for display enhancement purposes; 3) You may not print or download copies of a reasonable number of pages of website/app for your own personal, non-commercial use and not for further reproduction, publication or distribution; 4) If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end User license agreement for such applications.

You must not: 1) Modify copies of any materials from this site; 2) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; and/or 3) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform without Filmgrid's authorization. If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: help@filmgrid.app. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Filmgrid. Any use of the Platform not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.

TRADEMARKS

Filmgrid name, the term "Filmgrid," the Platform or Filmgrid logo, and all related names, logos, product and service names, designs, and slogans are trademarks of CINEPRO DIGITAL SOLUTIONS (P) LTD or its affiliates or licensors. You must not use such marks without the prior written permission of CINEPRO DIGITAL SOLUTIONS (P) LTD. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

Prohibited Uses: You may use the Platform only for lawful purposes and in accordance with the Terms. You agree not to use the Platform: 1) In any way that violates any applicable Central, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the REPUBLIC OF INDIA and other countries); 2) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; 3) To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in the Terms; 4) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; 5) To impersonate or attempt to impersonate Filmgrid, a Filmgrid employee, another User or any other person or entity (including, without limitation, by using email addresses, display names, usernames, social links, or bios associated with any of the foregoing); and/or 6) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Filmgrid or Users of the Platform or expose them to liability. Additionally, you agree not to: 1) Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real-time activities through the Platform; 2) Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; 3) Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent; 4) Use any device, software or routine that interferes with the proper working of the Platform. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful; 5) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform; 6) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; and/or 7) Otherwise attempt to interfere with the proper working of the Platform.

USER CONTRIBUTIONS

The Platform may contain Listings, User Profiles, message boards and other interactive features (collectively, "Interactive Platform") that allow Users to post, submit, publish, display or transmit to other Users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Platform. All User Contributions must comply with the Content Standards set out in the Terms. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: 1) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; 2) All of your User Contributions do and will comply with the Terms; and 3) You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Filmgrid, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other User of the Platform.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to: 1) Remove or refuse to post any User Contributions for any or no reason in our sole discretion; 2) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Platform or the public or could create liability for Filmgrid; 3) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; 4) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and/or 5) Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of the Terms. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform.

YOU WAIVE AND HOLD HARMLESS FILMGRID AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FILMGRID AND/OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER FILMGRID OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake a review of all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of the Platform. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: 1) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; 2) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; 3) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; 4) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms and our Privacy Policy; 5) Be likely to deceive any person; 6) Promote any illegal activity, or advocate, promote or assist any unlawful act; 7) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; 8) Impersonate any person, or misrepresent your identity or affiliation with any person or organization; 9) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or 10) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

COPYRIGHT INFRINGEMENT

If you believe that any User Contributions violate your copyright, please email "help@filmgrid.app" for a copy of our Copyright Policy and for instructions on sending us a notice of copyright infringement. It is the policy of Filmgrid to terminate the user accounts of repeat infringers.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Filmgrid, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Filmgrid. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE PLATFORM

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE PLATFORM

All information and documentation we collect on the Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

OTHER TERMS AND CONDITIONS

All actions through our site or other transactions for the rental of Listings or information formed through the Platform or as a result of visits made by you are governed by our terms and conditions which are hereby incorporated into these Terms. Additional terms and conditions may also apply to specific portions, services, or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

OPT-OUT PROCEDURE:

You can choose to reject this Agreement to Arbitrate ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). Please email us at "help@filmgrid.app" for the mailing address. For new Filmgrid Users, the Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept the Agreement for the first time. If you are already a current Filmgrid User and previously accepted the Agreement prior to the introduction of this Agreement to Arbitrate, the Opt-Out Notice must be postmarked no later than start date of usage/login. The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the email address used to log in to Filmgrid Accounts to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this "Disputes (Agreement to Arbitrate)" section, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Changes to the Agreement to Arbitrate: Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or services link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Filmgrid prior to the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in the Terms, any such termination shall not be effective until thirty (30) days after the version of the Terms not containing the Agreement to Arbitrate is posted on TERMS & CONDITIONS page in www.filmgrid.app website/app, and shall not be effective as to any claim that was filed in a legal proceeding against Filmgrid prior to the effective date of termination.

GEOGRAPHIC RESTRICTIONS

CINEPRO DIGITAL SOLUTIONS (P) LTD being the owner of the Platform, is based in the Republic country of INDIA. We provide the Platform for use only by persons located in the Republic country of INDIA. We make no claims that the Platform or any of its content is accessible or appropriate outside of the Republic country of INDIA, or accessible or appropriate for non- Republic country of INDIA residents. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the Republic country of INDIA, you do so on your own initiative and are responsible for compliance with local laws.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless CINEPRO DIGITAL SOLUTIONS (PVT) LTD, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in the Terms or your use of any information obtained from the Platform.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not warrant that file available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT. YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER FILMGRID NOR ANY PERSON ASSOCIATED WITH FILMGRID MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER FILMGRID NOR ANYONE ASSOCIATED WITH FILMGRID REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. FILMGRID HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN NO EVENT WILL FILMGRID, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FILMGRID AND YOU. WE WOULD NOT PROVIDE THE SERVICE WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU AFFIRM THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THIS RELEASE OF FILMGRID AND LIMITATION ON LIABILITY SECTION AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND LIMITATION ON FILMGRID'S LIABILITY, AND CONSENT CONTAINED IN IT. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS, AND HAVE DONE SO FREELY AND VOLUNTARILY, AND WITHOUT INDUCEMENT.

GOVERNING LAW AND JURISDICTION

All matters relating to the Platform and the Terms and any dispute or claim arising therefrom or related thereto in each case, including non-contractual disputes or claims, shall be governed by and construed in accordance with the internal laws of the respective states of INDIA country. Any legal suit, action, or proceeding arising out of, or related to, the Terms or the Platform shall be instituted exclusively in the courts of the INDIA or the courts of the respective states.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver of by Filmgrid of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Filmgrid to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

ENTIRE AGREEMENT

The Terms (including the Agreement to Arbitrate), Privacy Policy, and Community Rules constitute all the agreements (together and in their entirety) between you and www.filmgrid.app with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Platform.

YOUR QUESTIONS AND COMMENTS

All notices of any technical issues, copyright infringement claims should be sent to help@filmgrid.app

PHYSICAL ADDRESS:

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