

TERMS AND CONDITIONS

The Agreement set out below governs your use of the CINEMATCHER mobile application (“Services”). The CINEMATCHER **Privacy Policy** is incorporated by reference into this Agreement and is available for your review on the Services. To agree to these terms, including the CINEMATCHER Privacy Policy, and use the Services, click “Agree to Terms and Conditions.” If you do not agree to these terms, do not click “Agree to Terms and Conditions,” and do not use the Services. To withdraw your consent, you must cease using the Services and terminate your account. CINEMATCHER may modify this Agreement at any time, and such modifications will be effective after being posted by the Company on the Services and agreed to by you.

A. Payment:

The Services can be accessed free of charge. If you purchase any of our paid subscriptions, you agree to pay all applicable fees and taxes as listed on the Services. Failure to make timely payment will result in the termination of your subscription. In addition, when making payment you agree to the following conditions:

- You authorize us to store your preferred billing method (e.g. credit card) and to continuously charge this method for the duration of your subscription.
- Applicable taxes are calculated based on your billing information that is provided when purchase is made.
- Based on your location, your purchase could be subject to applicable foreign transaction fees or price differences based on geographical location.
- CINEAMATCHER shall bear no responsibility for any loses of any kind that you may incur as a result of making any payment through a third-party associated with your use of the Services.

B. Intellectual Property:

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Services belong to CINEMATCHER. Nothing in the Terms grants you a right or license to use any trademark, design right, or copyright owned or controlled by CINEMATCHER. CINEMATCHER reserves all of its rights in the Services.

You agree to provide CINEMATCHER with a transferable license granting CINEMATHCER the right to make full use of any information or content that you provide through the Services. This license is effective worldwide and permits CINEMATCHER to copy, publish, use, and process user-created information without receiving any further consent or providing any compensation to you.

C. Indemnification:

You agree to indemnify and hold CINEMATCHER harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any content you post in the Service, and the violation of any law or regulation by you.

D. Exclusion of Warranties:

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CINEMATCHER (AND ANY PARTY THAT CINEMATCHER WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY/COMPLETENESS OF DATA PROVIDED BY THOSE USING THE SERVICES; (B) DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, (C) PROVIDES THE SERVICES ON AN "AS IS" OR "AS AVAILABLE" BASIS.

CINEMATCHER DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS ABOUT THE QUALITY OF WORK PROVIDED BY THOSE USING THE SERVICES NOR DOES IT GUARANTEE THAT USING THE SERVICES WILL RESULT IN EMPLOYMENT. IN ADDITION, CINEMATCHER IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY OF ITS USERS WHILE USING THE SERVICES OR MEETING PEOPLE THROUGH THE SERVICES.

E. User Interactions:

YOU ARE SOLELY RESPONSIBLE FOR ANY INTERACTION (EITHER ELECTRONICALLY OR IN PERSON) THAT YOU MAY HAVE WITH OTHER USERS. CINEMATCHER DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREEN USERS BEFORE ALLOWING THEM TO JOIN. AS A RESULT, CINEMATCHER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDUCT OF USERS OR THEIR ABILITY TO WORK WITH CURRENT OR FUTURE USERS.

F. Limitation of Liability:

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CINEMATCHER (AND ANY PARTY THAT CINEMATCHER WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE FOR ANY LIMITED, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF OPPORTUNITY, DATA, PROFITS, OR REPUTATION RELATED TO THE SERVICES.

IN NO EVENT SHALL THE LIABILITY OF CINEMATCHER (AND ANY PARTY THAT CINEMATCHER WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN TOTAL, AN AMOUNT THAT IS EQUAL TO (A) TEN TIMES THE MOST

RECENT MONTHLY FEE THAT YOU PAID FOR THE SERVICES, IF ANY, OR (B) \$1000 USD, WHICHEVER IS LESS.

THIS EXPRESS LIMITATION OF LIABILITY IS PART OF THIS AGREEMENT AND WILL APPLY TO ANY CLAIMS OF LIABILITY, WHETHER STEMMING FROM TORT, NEGLIGENCE, CONTRACT OR WARRANTY. THIS LIMITATION OF LIABILITY APPLIES NOTWITHSTANDING CINEMATCHER'S KNOWLEDGE OF ANY SUCH DAMAGE OCCURRING AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

G. Limitations of the Services:

CINEMATCHER reserves the right to limit your use of the Services, including your ability to connect with and contact other Users. If CINEMATCHER has reason to believe you are misusing the services or are in breach of this Agreement or law, it has the exclusive right to terminate or suspend your account. Entering into this agreement does not create any agency, partnership, or employment relationship between you and CINEMATCHER and you cannot bind the Company in any manner.

H. Sharing Information:

Messaging services and information sharing are available on the Services. Any information or content you share or post may be seen by other Members or, if made public, by visitors. We are not obligated to publish any information or content on our Services and can remove it in our sole discretion, with or without notice.

By using the Services, you agree that CINEMATCHER typically does not review content provided by Users and you may view content that might be offensive, inaccurate, incomplete, or harmful. As a result, you agree that CINEMATCHER is not responsible for content posted by Users or any damages that result from such user-created content. CINEMATCHER, however, will take reasonable steps to remove information that is inaccurate, harmful or misleading when alerted of such content by Users.

I. Severability/Waiver:

This Agreement, with the Privacy Policy incorporated by reference, contains the entire agreement between you and CINEMATCHER regarding the use of the Services. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of CINEMATCHER to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

J. Arbitration and Choice of Law

Any controversy or claim arising out of or relating to this Agreement or your use of the services shall be settled by binding arbitration. Therefore, by using the services, you agree to waive your right to seek relief in a court of law (whether in an individual case or

class action) and agree that any legal claims will be heard by a neutral arbitrator, not a judge or jury.

The arbitration will be administered and facilitated by the American Arbitration Association (“AAA”), a neutral, non-profit organization with no connection to or affiliation with CINEMATCHER. Additional information about the AAA can be found on its website at <http://www.adr.org>, including information about fees and rules for applicable consumer disputes.

Any arbitration arising out of your use of the Services or this Agreement, will be governed by the AAA’s Commercial Arbitration Rules and its Consumer-Related Disputes Supplementary Procedures (collectively, the “AAA Rules”). If there is any inconsistency between the AAA Rules and this Agreement, the procedures as laid out in this Agreement will control, subject to the arbitrator’s decision that any modifications included herein would prevent a fair and equitable arbitration proceeding.

You must take action to commence any arbitration against CINEMATCHER. You must complete and file a short form with the AAA and send a copy to CINEMATCHER at 6015 Kennedy Boulevard East, Apt. B1, West New York, NJ 07093. For additional information about this process, please see the AAA’s website. You are responsible for paying your portion of fees as laid out in the AAA’s fee schedule regarding consumer disputes. Fee waivers are available from the AAA, but such waivers are awarded in their discretion. The parties will use the AAA’s standard procedures to select a single arbitrator from a roster of neutral arbitrators created by the AAA

This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of New Jersey without regard to principles of conflicts of law.