

## Terms of Service

These Terms of Service are effective from 25 Nov 2022 (“**Terms**”).

### **I. General terms, service provider**

Please read these Terms carefully as they govern your use of FilmProCaS, your interaction with our services, any websites we own or operate, any purchases made regarding FilmProCaS (“**Product**”).

These Terms are entered into between you and the service provider, Cinematography Production Cards System Incorporated (690 Main street #1029 Safety Harbor, FL US 34695). Cinematography Production Cards System Incorporated is referred to as “CinProCaS Inc.” or “we” in these Terms.

By using our Product, you are agreeing to these Terms – without agreeing to these Terms you may not use our Product. CinProCaS Inc. reserves the right to modify these Terms unilaterally. Should these Terms be modified by us, we will notify you in the Product. Continued use of the Product means that the modified Terms will apply to you.

If you breach these Terms, we may take action against you, including but not limited to terminating your account. In case of termination due to breach of Terms, CinProCaS Inc. will not be held liable for any loss due to termination, nor will we reimburse or refund any services lost.

These Terms constitute the entire and exclusive agreement between CinProCaS Inc. and you regarding the Product. These Terms supersede and replace all prior agreements between CinProCaS Inc. and you regarding the Product.

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without prior written consent from CinProCaS Inc. – any attempts to assign or transfer these Terms without such consent are invalid. CinProCaS Inc. may freely assign or transfer these Terms without restriction, and the transferor or assignor shall not remain jointly or severally liable.

Neither CinProCaS Inc. nor any other party involved in creating, producing, or delivering the Product shall be liable for any damages, injuries, nonperformance, or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control. The Product may contain links to third-party websites or resources, not operated or controlled by us. These links are provided as a convenience only, and CinProCaS Inc. assumes no responsibility for those websites or resources displayed.

Any notices or other communications provided by CinProCaS Inc. under these Terms, including those regarding the modification of these Terms, will be given via email or through the Product. For notices made by email, the date of receipt will be considered the date on which the notice email is transmitted to the email address provided by you.

Any failure or delay on the part of CinProCaS Inc. to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any right or provision under these Terms shall only be effective in writing and signed by a duly authorized representative of CinProCaS Inc.

If you have any questions about these Terms, please contact CinProCaS Inc. at [filmprocas@gmail.com](mailto:filmprocas@gmail.com) or 690 Main street #1029 Safety Harbor, FL US 34695

## **II. Your data**

To provide our Product, we need information about you, and we only use your information where we have a legal basis to do so. Please refer to our Privacy Policy to help you understand what information we collect, how we use it and what choices you have when you use our Product.

## **III. Use of the Product**

### **1. Registration**

Your use of the Product requires an account created in FilmProCaS, access to a supported mobile device and an active internet connection. You can create an account by using your existing Google account, Apple ID or creating a bespoke account with your email address and a password provided during registration. You agree that you will not disclose your account password to anyone and will notify us immediately of any unauthorized use of your account. We take our information security obligations seriously; however, you are solely responsible for all activities occurring under your account, regardless of who is acting on the account. Your account is tied to either an existing Google account or a created email address and password combination – anyone in possession of these may be able to access your FilmProCaS account. CinProCaS Inc. shall not be held liable for any damages resulting from the provision of false or erroneous data – including your email address.

During first startup of the Product on the user's device a prompt will appear to provide a 6 digit unique PIN. This PIN will then be required on every further startup of the Product on that device, without it access to the Product is denied. This PIN is in no way stored or accessed by CinProCaS Inc., it is read from encrypted device memory. Should the user forget or lose their PIN, CinProCaS Inc. is unable to help with restoring it.

### **2. Account termination**

We may suspend or terminate your access to and use of the Product at our sole discretion at any time after written notice to you, in which we detail the suspected violation and provide steps to remedy the situation or contact us.

If your account subscription is expired for more than 6 months your account will be terminated and the connected user information irretrievably deleted.

You may terminate your account at any time through the Product.

### **3. Appropriate use**

In conjunction with your use of the Product you also agree that in creating your user data it is your responsibility to act in accordance with applicable law. You understand that CinProCaS Inc. cannot monitor encrypted user information and thus may not monitor or moderate user content.

## **IV. License to use**

Subject to your compliance with these Terms, CinProCaS Inc. grants you a limited, nonexclusive, nontransferable, non-sublicensable license to download and install a copy of FilmProCaS on up to 5

mobile devices and to use FilmProCaS for personal or commercial purposes. Except where permitted under applicable law, you may not copy, modify or create derivative works based on FilmProCaS, distribute, transfer, sublicense, lease, lend or rent FilmProCaS to any third-party, reverse engineer, decompile or disassemble FilmProCaS. This protection extends to all functionalities of the Product. It shall be noted that CinProCaS Inc. cannot access user data generated or stored in the Product, nor does CinProCaS Inc. claim any right of ownership or right to use user data. CinProCaS Inc.'s legal rights extend to the protection of the Product as provided by CinProCaS Inc.; however, all user generated or stored information in the Product is exclusively owned by the user and CinProCaS Inc. may not inspect, analyze, use or sell user generated or stored information. User data is protected by industry standard encryption. CinProCaS Inc. has no access to encrypted user data nor may it provide access to third parties.

The FilmProCaS Products requires a monthly or yearly subscription for full functionality use. Monthly subscriptions expire 30 days, yearly subscriptions expire 12 months after the day of purchase, however without express cancellation by the user the subscription is renewed automatically at the end of the billing period. Without an active subscription the Product is usable in demo mode only. In demo mode all Product features are available to try, however changes made to projects are not saved. In demo mode your previously created and saved projects are kept intact and are viewable for 14 day, but edits cannot be saved. If you do not renew your subscription within 14 days of expiry your previously saved projects are automatically deleted.

The FilmProCaS Products require an online connection to the CinProCaS Inc. servers at least every 30 days in order to check subscription status. Should the Products fail to establish an online connection with the servers within 30 days they will automatically switch to demo mode.

Projects deleted (either by the user or automatically) may be restored by CinProCaS Inc. within 7 days from deletion. Project restore may be requested by the creating user by submitting their email address and the title of the deleted project. CinProCaS Inc. cannot access the contents of deleted projects, nor projects during restoration (due to encryption) – restored projects can only be accessed by the creating user.

## **V. Content rights**

Subject to your compliance with these Terms, CinProCaS Inc. grants you a nonexclusive, nontransferable, nonsublicensable, revocable, limited license to download, view, display and use FilmProCaS solely for your permitted use. All text, software, scripts, graphics, photos, sounds, music, videos, combinations, communications, interactive features, works of authorship of any kind and information or other materials that are provided by CinProCaS Inc. are owned by CinProCaS Inc.

Any Content a user of FilmProCaS generates or stores in the Product is considered user content ("**User Content**").

By using FilmProCaS you consent to the following:

- projects printed from FilmProCaS will bear the CinProCaS Inc. logo and company name on the top and bottom of the page
- if your film project is made with the use of FilmProCaS you are required to place "**This project was made with FilmProCaS**" at the end of the film credits.
- If your film project is made with the use of FilmProCaS and the production budget exceeds 1 million USD you are required to place "**This project was made with FilmProCaS**" at the end of the film credits along with the CinProCaS Inc. logo. In this case you are also required to notify CinProCaS Inc. about the title of the film, the name of the production company, the

distributor, the producer, the director and the main cast, and the date of the premier. The CinProCaS Inc. logo may be downloaded from <https://www.cinprocas.com/faq-help/> CinProCaS Inc. has no monetary or other claims regarding projects made with FilmProCaS beyond what is detailed in these Terms.

#### **VI. Disclaimer of warranty**

The Product is provided by CinProCaS Inc. “as is”, without warranty of any kind. Without limiting the foregoing, CinProCaS Inc. makes no claims of merchantability, fitness for a particular purpose, enjoyment, noninfringement. CinProCaS Inc. makes no claims that the Product will meet any requirements, or be available on an uninterrupted, secure, or error-free basis.

CinProCaS Inc. is not responsible for the availability or quality of third-party services, including cell phone networks, hotspots, wireless internet, and other services. Such third-party services may affect your ability to utilize the Product, and you hereby waive and release CinProCaS Inc. and any other party involved in creating, producing, or delivering the Product from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third-party services.

#### **VII. Limitation of liability**

CinProCaS Inc. shall only be held liable for damages caused intentionally or gross negligence on its part.

To the fullest extent permitted under applicable law, neither CinProCaS Inc. nor all other parties involved in creating, producing or delivering the Product will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including but not limited to lost profits, loss of data or goodwill, service interruption, device damage, system failure, cost of substitute services, arising out of or in connection with the use of or inability to use the Product– whether based on warranty, contract, tort, negligence, product liability or any other legal construct, with no regards to whether CinProCaS Inc. was advised of the possibility of such damages. To the fullest extent permitted under applicable law, under no circumstances shall CinProCaS Inc.’s liability exceed the value of your transactions in using the Product.

The exclusion of liabilities set forth above are fundamental elements of the agreement between CinProCaS Inc. and you. Should you choose not to accept the above limitation of liability, you may not use our Product. Use of our Product means you agree to these Terms and the limitation of liability set forth above.

#### **VIII. Complaint management**

Complaints about the Product may be communicated in writing to CinProCaS Inc. in writing at [filmprocas@gmail.com](mailto:filmprocas@gmail.com) or 690 Main street #1029 Safety Harbor, FL US 34695. CinProCaS Inc. is required to investigate and respond to the merits of the complaint in writing.