

Terms of Use

December 1, 2011

1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE

Shadow and Act Films, LLC ("S&A," "we," or "us") provides an online video service offering a selection of short films, movie trailers, clips, still photographs and other related content (collectively, "Content") for viewing on the shadowandactfilms.com website (the " Site") under the brand names "Shadow and Act Films," "Shadow and Act Digital Filmmaker Showcase" and "Shadow and Act Filmmaker Challenge." Our video service, our photo archive, and any other features, tools, applications, materials, or other services offered from time to time by S&A in connection with its business on the Site are referred to collectively as the "S&A Services." We are a company based in the United States.

It is our pleasure to provide the S&A Services for your personal enjoyment, education and entertainment. To enjoy the Site and the S&A Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use ("Terms of Use" or "Terms"). By visiting the Site or using any of the S&A Services on the Site, you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at rodney@shadowandactfilms.com (subject line: "TOU Question").

2. CHANGES TO THE TERMS OF USE BY S&A

S&A may change these Terms of Use at any time and such change shall be effective upon posting the new Terms of Use at http://www.shadowandactfilms.com/FilmmakerShowcase/downloads/ShadowandAct_TermsOfUse.pdf. Any visit to the Site or use of the S&A Services on the Site by you after the new Terms are posted will be deemed to evidence your agreement to such change. Therefore, it is important you read this page regularly to ensure that you are familiar with the most updated Terms.

3. ACCESS AND USE OF THE S&A SERVICES

Your License. S&A is pleased to grant you a limited license to view the Content and to use the S&A Services for personal, non-commercial purposes as set forth in these Terms.

The Content. You may only view the Content personally and for a non-commercial purpose. You must not remove, alter, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content. The copying, downloading, stream capturing, reproduction, duplication, archiving, distribution, uploading, publication, modification, translation, broadcast, performance, display, sale, or transmission of the Content is strictly prohibited unless it is expressly permitted by S&A in writing. The Content covered by this restriction includes any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by S&A in writing. You may not incorporate the Content into any hardware or software application. This prohibition applies even if you intend to give away the derivative materials free of charge.

The Video Player. You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes disabling, reverse engineering, modifying, or otherwise circumventing the Video Player in a manner that enables users to view the Content without displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, copyright notices, and trademarks) of the webpage where the Video Player is located.

Embedding a Video Using the Video Player. You may not embed the Video Player on any website or other location that contains or hosts content that is unlawful, infringing, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule, or regulation, infringes any right of any third party including intellectual property

rights, is otherwise inappropriate or objectionable to S&A (in S&A's sole discretion), or links to infringing or unauthorized content (collectively, "Unsuitable Material"). You may not embed the Video Player into any hardware or software application.

Ownership. You agree that S&A owns and retains all rights to the S&A Services. You further agree that the Content provided to you and other users as part of the S&A Services is owned by S&A and S&A's licensors. The S&A Services and the Content are protected by copyright, trademark, and other intellectual property laws.

Your Responsibilities. In order for us to keep the S&A Services safe and available for everyone to use, we all have to follow the same rules. In general, you and other users must use the S&A Services for lawful and appropriate purposes only. Your commitment to this principle is critical. You agree **not** to use the S&A Services in a way that:

- violates the rights of others including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
- uses technology or other means to access the Content or the S&A Services that is not authorized by S&A (including by disabling or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, reproduction, or distribution of the Content or S&A Services);
- involves accessing the S&A Services through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices — but not caches or archives — of the S&A Services and excluding those search engines that host, promote, or link primarily to infringing or unauthorized content);
- attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- attempts to damage, disable, overburden, impair, or gain unauthorized access to the S&A Services, including S&A's servers, computer network, or user accounts;
- attempts to remove, modify, disable, or otherwise impair any advertising in connection with the S&A Service;
- attempts to collect personally identifiable information in violation of S&A's Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by S&A; or
- interferes with any other party's use and enjoyment of the S&A Services.

Suspension/Discontinuation. We hope not to, but we may change, suspend, or discontinue — temporarily or permanently — some or all of the S&A Services with respect to any or all users, at any time without notice. You acknowledge that S&A may do so in S&A's sole discretion. You also agree that S&A will not be liable to you for any modification, suspension, or discontinuance of the S&A Services.

4. COLLECTION AND USE OF PERSONAL INFORMATION

For S&A's policies and practices regarding the collection and use of your personally identifiable information, please read S&A's Privacy Policy at <http://www.shadowandactfilms.com/FilmmakerShowcase/privacy.html>. The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the S&A Site and use of the S&A Services on the Site are governed by the S&A Privacy Policy in effect at the time of your use.

5. LINKED WEBSITES

If we provide links or pointers to other websites, you should not infer or assume that S&A operates, controls, or is otherwise connected with these websites. When you click on a link within the S&A Services, we will not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of the destination website. In some cases, it may be less obvious than others that you have left the Site and reached another website. Please be careful to read the terms of use and privacy policy of any website before you provide any confidential information or engage in any transactions. You should not rely on these Terms for another website.

S&A is not responsible for the content or practices of any website other than the Site, even if it links to the Site and even if the website is operated by a company affiliated or otherwise connected with S&A. By using the S&A Services, you acknowledge and agree that S&A is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site.

6. TRADEMARKS

S&A, the S&A logo, www.shadowandactfilms.com, and other S&A marks, graphics, logos, scripts, and sounds are trademarks of S&A. None of the S&A trademarks may be copied, downloaded, or otherwise exploited.

7. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

WHILE WE DO OUR BEST TO ENSURE THE OPTIMAL PERFORMANCE OF THE S&A SERVICES, YOU AGREE THAT USE OF THE S&A SERVICES IS AT YOUR OWN RISK. THE S&A SERVICES, INCLUDING THE SITE, THE CONTENT, THE VIDEO PLAYER AND ANY OTHER ELEMENTS CONTAINED ON OR PROVIDED THROUGH THE SITE, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, S&A DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; OR THAT THE S&A SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE. IN NO EVENT SHALL S&A OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (COLLECTIVELY, THE "S&A PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE S&A SERVICES (INCLUDING ANY INFORMATION, IN, OBTAINED ON, OR PROVIDED THROUGH THE SITE), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE S&A PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE S&A PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE S&A SERVICES.

8. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that any Content, User Material, or other material provided through the S&A Services, including through a link, infringes your copyright, you should notify S&A of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement which S&A receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to S&A's Copyright Agent at rodney@shadowandactfilms.com (subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Attention: Copyright Agent
Shadow and Act Films, LLC
c/o Clarendon Entertainment, Inc.
12 Desbrosses Street, Suite
New York, NY 10013

To be effective, the notification must be in writing and contain the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Site that is reasonably sufficient to enable S&A to identify and locate the material; (d) how S&A can contact you, such as your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. S&A has a policy of terminating repeat infringers in appropriate circumstances.

9. GENERAL INFORMATION

International Use. S&A's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where S&A does not have rights is prohibited.

Export Controls. Software and the transmission of applicable technical data, if any, in connection with the S&A Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

Choice of Law. These Terms of Use are governed by, and construed in accordance with, the laws of the State of New York without giving effect to principles of conflicts of law. In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts located in the New York County of the State of New York.

No Waiver/Reliance. If you see other parties violating these Terms from time to time, we would appreciate it if you would let us know at rodney@shadowandactfilms. (subject line: "TOU Violation"). Precisely how S&A responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon S&A's precise response with respect to one party or one situation as any indication of what S&A might do with respect to another party or another situation, even if the parties or situations appear to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, S&A's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not constitute a waiver of such right or remedy. Even if S&A acts in a way that appears to you to be inconsistent with these Terms of Use, S&A's action shall not be deemed a waiver or constructive amendment of these Terms.

Integration, Amendment, and Severability. Please note that these Terms of Use, including S&A's Privacy Policy which is incorporated in these Terms, constitute the entire legal agreement between you and S&A and govern your use of the S&A Services (but excludes any services, if any, that S&A may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and S&A in relation to the S&A Services. These Terms may not be amended or varied except in a writing signed by S&A. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

No Use of Electronic or Digital Signatures. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for purposes of these Terms of Use, a signature or "signed" writing or written agreement may not include an electronic or digital signature.

Thank you for taking the time to read these Terms of Use. These Terms of Use will be updated from time to time, so you should check back frequently to read the most recent Terms. By understanding and agreeing to follow these Terms, the experience will be better for all users. Enjoy the S&A Services.