



CinemaLibreStore.com

## TERMS OF USE

Welcome to CinemaLibreStore.com. This is a legal agreement between you and Cinema Libre Studio and/or its affiliates (“CINEMA LIBRE STUDIO”) for website features provided that govern your use of the CinemaLibreStore.com service. **If you visit or shop at CinemaLibreStore.com, you accept these conditions.** Please read them carefully. In addition, when you use any current or future Cinema Libre Studio service or business you also will be subject to the guidelines, terms and agreements ("TERMS") applicable to such service or business.

This agreement – together with all updates, additional terms, licenses, and all of Cinema Libre Studio’s rules and policies collectively constitute the agreement (“AGREEMENT”) between you and Cinema Libre Studio.

### 1. Definition of CinemaLibreStore.com Service.

A. CinemaLibreStore.com is an online retailer for films and digital content.

B. Cinema Libre Studio is the provider of the CinemaLibreStore.com (“SERVICE”), which permits you to purchase or rent (as applicable) digital videos under terms and conditions set forth in this Agreement.

C. License and site access. Cinema Libre Studio grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Cinema Libre Studio. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Cinema Libre Studio. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Cinema Libre Studio without express written consent. You may not use any meta tags or any other "hidden text" utilizing Cinema Libre Studio's name or trademarks without the express written. Any unauthorized use terminates the permission or license granted by Cinema Libre Studio. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of CinemaLibreStudio.com and/or CinemaLibreStore.com so long as the link does not portray Cinema Libre Studio, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Cinema Libre Studio logo or other proprietary graphic or trademark as part of the link without express written permission.

2. **Age requirements for use of the Service.** This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.



**3. Objectionable Material.** You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Cinema Libre Studio shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

**4. System Requirements.** Use of the Service requires a computer with Internet access (fees may apply) and certain software (fees may apply). Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended (and is required for Movie Rentals/Downloads). You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or rental (as applicable) or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

**5. Policies and Rules.** Your use of the Service and transactions made through it are subject to Cinema Libre Studio's Terms of Sale (see below), all of which are hereby made a part of this Agreement. If you have not already read Cinema Libre Studio's Terms of Sale, you should do so now. Your purchase of products made through the Service are subject to any end-user agreements or other terms and conditions required for use of such products, all of which are hereby made a part of this Agreement.

## **6. Privacy Policy.**

A. Except as otherwise expressly provided for in this Agreement, the Service is subject to Cinema Libre Studio's Privacy Policy (see below), which is expressly made a part of this Agreement. If you have not already read Cinema Libre Studio's Privacy Policy, you should do so now.

B. Catalogs and Emails. When you place an order, your email is automatically added to our database. Cinema Libre Studio will, from time to time, send you updates on:

- Sales and Promotional Discounts.
- New and Upcoming DVD/Digital releases.
- New and Upcoming Theatrical releases.

At all times your information will be treated in accordance with Cinema Libre Studio's Customer Privacy Policy (see below). You can opt-out from receiving updates from Cinema Libre Studio by sending an email to [sales@cinemalibrestudio.com](mailto:sales@cinemalibrestudio.com), re: Opt-Out

## **7. Your Information. User Account and Security.**



A. You agree to provide accurate, current, and complete information required to make purchases with the Service and at other points as may be required in the course of using the Service (“REGISTRATION DATA”).

B. All transactions are through the Service are one-time only. Any future purchases made through the Service will require re-entering your information. You also agree that Cinema Libre Studio may store and use the Registration Data you provide (including credit card information) for use in maintaining transactions.

C. You understand that the Service, and products transacted through the Service include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by Cinema Libre Studio and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by Cinema Libre Studio for compliance purposes, and Cinema Libre Studio reserves the right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through usual means for accessing the Service.

## 8. Purchase or Rental of Digital Content

A. Cinema Libre Studio uses a third party (“GRAPEFLIX”) to facilitate distribution and sale of Digital Content (Downloads and Rentals) of its films. By purchasing or renting Digital Content, you agree to the Terms and Conditions and Privacy Policy as outlined here:

<http://www.grapeflix.com/Index/frmTermsOfUse.aspx> and

<http://www.grapeflix.com/Index/frmPrivacyPolicy.aspx>, all of which are hereby made a part of this Agreement.

B. Products Requirements. You acknowledge that use of Products may require the use of other hardware and software products (e.g., the ability to make copies of Products on physical media and render performance of Products on authorized digital player devices), and that such hardware and software is your responsibility. Products may only be downloaded once; after being downloaded, they cannot be replaced if lost for any reason. Once a Product is purchased or rented (as applicable) and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and Cinema Libre Studio shall be without liability to you in the event of any loss, destruction, or damage. To watch digital content, you will need Internet Explorer and Windows Media Player.

C. Use of Products. You acknowledge that Products contain security technology that limits your usage of Products to the following applicable Usage Rules, and, whether or not Products are limited by security technology, you agree to use Products in compliance with the applicable Usage Rules.

### Usage Rules

(i) Your use of the Products is conditioned upon your prior acceptance of the terms of this Agreement.



- (ii) You shall be authorized to use the Products only for personal, noncommercial use, unless additional rights are purchased.
- (iii) You shall be entitled to export, burn (if applicable) or copy (if applicable) Products solely for personal, noncommercial use.
- (iv) Any burning (if applicable) or exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the copyright owners in any audio or video content, sound recording, underlying musical composition, or artwork embodied in any Product.
- (v) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules.
- (vi) The delivery of Products does not transfer to you any commercial or promotional use rights in the Products.
- (xv) Movie Rentals:
- (aa) Movies are viewable only on your Windows computer (Internet Explorer and or Windows Media Player).
- (bb) You must be connected to the Service when moving or streaming movies.

D. You agree that your purchase or rental (as applicable) of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology, if applicable, is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. Cinema Libre Studio reserves the right to modify the Usage Rules at any time.

E. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Cinema Libre Studio. Accordingly, in the event that Cinema Libre Studio changes any part of the Service or discontinues the Service, which Cinema Libre Studio may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Cinema Libre Studio shall have no liability to you in such case.

F. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant Cinema Libre Studio a worldwide,



royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you.

Cinema Libre Studio reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without notice or liability.

Cinema Libre Studio has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Cinema Libre Studio in its sole discretion deems appropriate

**9. Territory.** The Service is available to you through out the world conditional to your acceptance to this agreement.

## **10. Agreement to Pay**

A. Payment for Products. You agree to pay for all Products you purchase or rent (as applicable) through the Service, and that Cinema Libre Studio may charge your credit card for any Products purchased or rented (as applicable), and for any additional amounts (including any taxes and fees, as applicable). **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING CINEMA LIBRE STUDIO WITH A VALID CREDIT CARD DETAILS FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card you designate during the registration process.

B. Cinema Libre Studio may, from time to time, accept payment for purchases via Cashier's Check or Money Order. Such purchases are subject to additional handling/convenience fees as determined by Cinema Libre Studio.

C. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

D. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.**

E. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## **11. Delivery of Products.**

A. All items purchased through the Service are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.



B. Digital Content Technical Problems. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the price paid for such Product.

C. See Item 10 of the Terms of Sale for rates.

## 12. Intellectual Property.

A. Acknowledgement of Ownership. You agree that the Service, including but not limited to Products, graphics, audio clips, video clips, and editorial content, contains proprietary information and material that is owned by Cinema Libre Studio and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

B. Removal of Cinema Libre Studio Content or Other Materials. Notwithstanding any other provision of this Agreement, Cinema Libre Studio and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will Cinema Libre Studio be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. Cinema Libre Studio may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

C. Copyrights. All copyrights in and to the Service, including but not limited to, CinemaLibreStore.com are owned by Cinema Libre Studio and/or its licensors, who reserve all their rights in law and equity. **THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THESE TERMS OF SERVICE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.**

D. Trademarks. Cinema Libre Studio, the Cinema Libre Studio logo, the CinemaLibreStore.com logo, Earth Now! and Earth Now! logo and other Cinema Libre Studio trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Sceneries Entertainment DBA Cinema Libre Studio in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

## 13. Termination.

A. Termination by Cinema Libre Studio. If you fail, or Cinema Libre Studio suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure



to make payment of fees due, failure to provide Cinema Libre Studio with a valid credit card or with accurate and complete Registration Data, violation of the Usage Rules or other violation of third parties' rights, Cinema Libre Studio, at its sole discretion, without notice to you may terminate this.

B. Termination of the Service. Cinema Libre Studio reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Cinema Libre Studio will not be liable to you or to any third party should it exercise such rights.

**14. General Compliance with Laws.** The Service is controlled and operated by Cinema Libre Studio from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

**15. Enforcement of These Terms.** Cinema Libre Studio reserves the right to take steps Cinema Libre Studio believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Cinema Libre Studio's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

**16. No Responsibility for Third-Party Materials or Web sites.** Certain content, Products, and services available via the Service may include materials from third parties. In addition, Cinema Libre Studio may provide links to certain third-party Web sites. You acknowledge and agree that Cinema Libre Studio is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. Cinema Libre Studio does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Cinema Libre Studio is not in any way responsible for any such use by you.

**17. Disclaimer of Warranties; Liability Limitations.**

A. CINEMA LIBRE STUDIO DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME CINEMA LIBRE STUDIO MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

B. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY CINEMA LIBRE STUDIO) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

C. IN NO CASE SHALL CINEMA LIBRE STUDIO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY



DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, CINEMA LIBRE STUDIO'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

D. CINEMA LIBRE STUDIO SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND CINEMA LIBRE STUDIO HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

E. CINEMA LIBRE STUDIO DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO. PRODUCTS CAN ONLY BE DOWNLOADED ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED OR RENTED FROM THE ITUNES STORE THAT ARE STORED IN YOUR SYSTEM.

**18. Waiver and Indemnity.** BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD CINEMA LIBRE STUDIO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY CINEMA LIBRE STUDIO AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM CINEMA LIBRE STUDIO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF CINEMA LIBRE STUDIO'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

**19. Changes.** Cinema Libre Studio reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this





Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of CinemaLibreStore.com following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

**20. Governing Law.** The laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Cinema Libre Studio or relating in any way to your use of the Service resides in the courts of the State of California.

**21. Miscellaneous.** These Terms of Use constitute the entire agreement between you and Cinema Libre Studio and govern your use of the Service, superseding any prior agreements between you and Cinema Libre Studio. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Cinema Libre Studio's failure to enforce any right or provisions in these Terms of Use will not constitute a waiver of such provision, or any other provision of these Terms of Use. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. Cinema Libre Studio will not be responsible for failures to fulfill any obligations due to causes beyond its control.