

TERMS OF USE

Please read these Terms of Use carefully before using moovicart.com and its services. For the purpose of these Terms of Use "**we**", "**us**" and "**our**" means moovicart, moovicart.com, The Company and/or Sri Sri International UK Limited, while references to "**You**" and "**Your**" refer to the individuals/users accessing and/or using our website/mobile app/services.

By accessing or using our Website, mobile app or Services, you agree to comply with and be legally bound by these Terms of Use ("**Terms**"). And you are entering into a legally binding agreement with moovicart.com and/or Sri Sri International UK Limited (its parent company) whether or not you become a registered user of our Website/mobile app/Services. We offer a wide range of services and sometimes additional terms may apply. When you use moovicart.com and its services, you will also be subject to the terms and conditions, guidelines and privacy policy applicable to that moovicart.com services ("Service Terms"). If you do not: a) read, b) fully understand and c) agree to these Terms of Use, you must immediately leave the Website and avoid/discontinue the use of our Website/Services.

WHO WE ARE:

moovicart.com is a trading name of Sri Sri International UK Limited (SSIL) or www.ssil.co.uk, registered in Scotland, United Kingdom (Registration number SC505712), with the registered address at: 25 Richmond Terrace, Aberdeen, UK, AB25 2RQ.

OUR SERVICES:

moovicart.com is an Online Marketplace (b2b eCommerce website) for worldwide film makers and film distributors to trade movies for theatrical/cinema distribution using various trading options.

We serve passionate film makers, experienced distributors, aspiring distributors, audience, wannabe media companies, film/movie investors with an online marketplace, distribution, release, advertising, loyalty/information platform and many other services.

- A Platform/Marketplace that allows Movie Producers/Film Makers to sell/lease their Movies for theatrical/cinema distribution.
- A Platform/Marketplace that allows Movie Distributors to buy/hire the movie content provided for theatrical/cinema distribution.
- A Platform/Marketplace that allows users to sell and/or buy the movie content provided for non-theatrical distribution.

- Advertise the movies to and for Worldwide Distributors, Cinemas, Media Companies and Audience.
- Releasing/Distributing movies on behalf of Producers, Professional Distributors, Media Companies.
- Releasing/Distributing movies on behalf of wannabe distributors who don't have access or agreements with cinemas.
- Providing worldwide audience an opportunity to Rate/Like/Share/Request movies and finding information about movies, release dates & cinema screens.

USER ELIGIBILITY:

The Website/Platform, mobile app and Services are intended solely and strictly for Individuals/Users who are 18 years of age or older. Any access to or use of the website, Application or Services by anyone under 18 years of age is strictly prohibited. By accessing or using the website, mobile app or services you represent and agree that you are 18 years of age or older.

You agree that you have the right, authority and capacity to enter into this legal agreement on your own behalf and on behalf of your employer, another individual or any entity for which you are acting as representative and to abide by all of the terms of use contained herein. By clicking "Register" you acknowledge that you have read and understood the terms and conditions of this "Terms of Use". You also agree to be legally bound by giving your consent to use electronic signatures and that you acknowledge your click of the "Register" button as one such signature.

USERS OBLIGATION/RESPONSIBILITY:

You Should:

- be aged 18 years or older
- register your account in the site
- fill the personal profile with complete details
- fill the company details and submit company registration certificate
- maintain confidentiality with your login details
- pay appropriate Listing Fee, purchase price, fees, taxes, etc
- have ownership on intellectual property or other material provided by you for display, advertise and sell/lease in moovicart.com
- provide relevant documents requested by us for security reasons
- agree that the content provided is for intended use (promotional and/or distribution)
- agree to all relevant policies (terms of use, terms & conditions, privacy policy, etc)
- agree for ceasing of your account without notice, if you are not comply with our policies and identified as fraud.

You should not:

- use our site and services if you are not above 18years of age
- upload contents that is inappropriate to the public
- upload false, offensive, illegal, harassing, tortuous, harmful, abusive, lewd, obscene, inaccurate, pornographic, misleading, threatening, defamatory or libellous content
- sell any content that infringe the copyright, trademark or other rights of third parties;
- interfere or manipulate with any other user's listings or pricing;
- transfer your account details and user ID to another party without our consent;
- distribute viruses or any other technologies that may harm moovicart.com and its services
- use any robot, spider, scraper or other automated means to access our services for any purpose.
- bypass our robot exclusion headers, interfere with the working of our Services or impose an unreasonable or disproportionately large load on our infrastructure;
- commercialise any moovicart.com application, service, any information or software associated with such application;
- collect information about users such as personal data, privacy data, phone numbers, addresses, email addresses without our consent
- circumvent any technical measures we use to provide the Services.
- fail to pay for content purchased/hired by you on time
- fail to deliver the content on time, which is sold/leased by you

CONFIDENTIALITY:

You promise us to act responsibly by agreeing to the following terms:

- That your User ID and Password must be kept confidential at all times.
- That your Password/s should never be shared or exposed to others.
- That you shall be solely responsible for maintaining the confidentiality of your User Id and password
- That you will not let anyone else access your account, or do anything else that might jeopardize the security of your account.
- That you are responsible for the confidentiality and use of all IDs, passwords, security data, methods and devices provided in connection with our Web Site.
- That you will be solely responsible for the use of any data, information obtained, and all transaction requests electronically transmitted by any person using your IDs and other security data.
- That you shall not use a false name or email address owned or controlled by another person.
- That you will update your registration information, personal profile, company profile which remains true, accurate, correct and complete.
- That you will conduct yourself in a professional manner in all your interactions with moovicart.com and its employees.

- By agreeing to this Agreement you expressly acknowledge and agree that use of the Web Site is at your sole risk. You agree that moovicart.com and its subsidiaries are not responsible for evaluating the risks associated with the use of the website.

PRIVACY:

Please review our [Privacy & Cookie Policy](#) which also governs your use of moovicart.com & its Services and to understand our practices.

COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY:

All content included in or made available through moovicart.com and its subsidiaries, such as concepts, workflows, layouts, data bases, illustrations, codes, flash presentations, plug ins, text, designs, graphics, logos, button icons, images, digital data and data compilations, software, applications, delivery mechanisms, configurations are the properties of moovicart.com/SSIL and is governed by the Copyright, Designs and Patents Act 1988 (the 1988 Act)

In addition to illustrations, scripts, graphics, logos, page headers, button icons, and service names included in or made available through any moovicart.com services are trademarks and service marks of moovicart.com. The trademarks, service marks and trade dress of moovicart.com may not be used or reproduced without prior written approval from moovicart.com and may not be used in connection with any product or service that is not affiliated with moovicart.com i) in any manner that is likely to cause confusion among customers, ii) in any manner that disparages or discredits moovicart.com. Other trademarks that appear on our website and user interfaces are the property of the respective owners, who may or may not be affiliated with, connected to, or sponsored by moovicart.com.

CONTENT:

You acknowledge and agree by posting, uploading, submitting or otherwise making available the content (marketing material for any services) using our website/mobile-app/service, via email or anyone means or method; you hereby agree and grant us a non-exclusive, worldwide, fully paid up, perpetual, irrevocable, royalty-free, license to use, promotional, publicity, display, publish, advertise, host, store, exhibit, distribution and sub-distribution (through multiple tiers) right/s to use the content (in part or whole) in any manner, method or media whatsoever without limitations. You affirm, represent and warrant to us that you have all the rights, consents, permissions, capacity, power and authority necessary to grant the above license/rights to us. You agree and authorise us to modify, reproduce, translate the material for advertising, promotional or publicity purposes as per the applicable advertising/communication laws governs in respective countries. You also agree and authorise us to modify the content to the technical requirements of connecting networks, devices, services or media. You agree that we are not responsible for protecting and enforcing any intellectual property rights granted by you to us in connection with these Terms of Use and we have no obligation to do so on your behalf.

You acknowledge and agree that your use of the website/mobile app/services, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back-up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, in our sole discretion, such data to be in violation of this Agreement and/or any rule or policy of ours and/or any local, state, country or international laws or regulations.

The Intellectual properties such as Movie Trailers, Posters, Pictures, Audio Clips, Video Clips and Synopsis are the property of the respective owners. Such material cannot be copied, duplicated and modified without written consent of the content owner and/or moovicart.com.

The content owners can contact us at support@moovicart.com to remove your material if you identified it was uploaded into our website by third party without your consent. moovicart.com will deal with the issue raised as soon as possible and will cease all activities of that user/s.

This section will apply to all our services that we offer/provide to all registered and/or non-registered users.

PROFILES:

Users of this platform may register as following categories

- i) Producers/Film Makers/Sellers (who are seeking to sell/lease their movie content to potential buyers/distributors for theatrical and non- theatrical distribution),
- ii) Distributors/Buyers (who are willing to buy/hire movie content for theatrical distribution and non-theatrical distribution),
- iii) Audience/Promoters (who are willing to receive latest movie release information, Rate/Like/share/Request movies)

USER ACCOUNTS:

i) Producers/Film Makers/Seller

You acknowledge and agree to create a profile/account with us and agree to complete the personal and company profile with accurate, true, current and complete information. Producers/Film Makers/Sellers must provide required information (full name, address, email id, phone number, company type, company name, company registration no., company address, company email id, company phone number, etc) to identify you as said category. You agree to submit your company registration certificate to us. You acknowledge and agree with the information provided in our website (including how it works, services, Trading/Distribution options, our fees/pricing, faq, risk warnings) and also agree with General Terms and Conditions, Service Agreements.

Using your account you agree to upload movie information (Synopsis, Trailers, Posters, Clips of songs, Shooting Pictures, etc) into moovicart.com (the "Website"). You agree to pay moovicart.com a non refundable listing fee in order to accept, display and communicate the movie information to the registered buyers/distributors/audience. You agree to submit the required documentation to prove the ownership of the content you are uploading or selling in moovicart.com. You acknowledge and agree that you as a seller sell/lease your movie content at your sole risk and do not hold moovicart.com responsible for any losses or damages. You acknowledge and agree to sell/lease your content using moovicart.com based on trading options available with us.

You acknowledge and agree that you as a seller cannot start selling/leasing your movie content in moovicart.com until you prove your ownership of the intellectual property. Any transactions made for the movie until then will be refunded to the buyers. The account will be ceased if found you are not the owner of the content uploaded. Any improper material (pornography, illegal, harmful, abusing material, etc) uploaded will be deleted and account will be ceased immediately without notice.

You as a Movie Producer/Film Maker/Owner of Intellectual Property can sell, lease and/or advertise the content to registered buyers/distributors through us by using our platform. We as a service provider will do our best to display Movie information and confidential information (Content License Fee details) you have provided only to registered buyers/distributors who have told us that they fit within the category we specified. Certain sections of the website will be visible to users who are not registered as Producer, Distributor or Audience. Producers/Film Makers/Sellers should be aware that information they provide that is not designated as confidential in nature will be visible to everybody.

We as a service provider with best of our knowledge and skill, scrutinise the registered buyers/distributors for displaying your Movie information and Content License Fee details. But we cannot, however, guarantee that buyers/distributors that see your Content License fee Information do not distribute that information. We also cannot guarantee that there will never be a software bug or a hacker attack that allows unauthorized viewing of material or that buyers/distributors actually fit within the categories they have identified themselves under.

ii) Distributors/Buyers/Media Companies

You acknowledge and agree to create a profile/account with us and agree to complete the personal and company profile with accurate, true, current and complete information. Buyers/Distributors must provide required information (full name, address, email id, phone number, company type, company name, company registration no., company address, company email id, company phone number, etc) to identify you as said category. We will scrutinise the potential buyers/distributors before accepting their profiles. You agree to submit your company registration certificate to us. You acknowledge and agree with the information provided in our website (including how it works, services, Trading/Distribution

options, our fees/pricing, faq, risk warnings) and also agree with General Terms and Conditions, Service Agreements.

The only people who are authorized to create Distributor account on this Site are sophisticated or accredited buyers/media companies, experienced film distributors, film or media investors and general investors with personal and/or professional experience assessing the short/long term movie business prospects and risks associated with Movie Distribution. You acknowledge and agree that you as a buyer buy/hire movie content at your sole risk and do not hold moovicart.com responsible for any losses or damages. You acknowledge and agree to buy/hire movie content using moovicart.com based on trading options available with us.

A wannabe distributor who doesn't have access and agreements with cinemas can join us and can distribute the movies under Syndicate Option. We as a service provider with best of our knowledge scrutinise the registered Producers/Film makers/Sellers for selling their movie content in moovicart.com. But we cannot, however, guarantee that Producers/Film makers/Sellers actually fit within the categories they have identified themselves under.

iii) Promoters/Audience

You acknowledge and agree to create a profile/account with us and agree to complete the personal profile with accurate, true, current and complete information. Promoters/Audience must provide required information (full name, address, email id, phone number, etc) to identify you as said category. You acknowledge and agree to accept email marketing, movie information sent to you via sms/text/whatsapp. Individuals interested to promote, request, rate or review movies will register under this category. Audience can also request movies to be screened at their preferred locations. Registered individuals have an option to Rate, Like, Share movie details to family and friends and earn loyalty points. You acknowledge and agree to provide your bank details (bank name, account name, account number, IFSC code, bank address) to us in order for you to claim/redeem loyalty points. Individuals may opt out from email marketing and/or any kind of marketing by clicking unsubscribe link provided in emails. We protect your personal information as per our [privacy policy](#).

iv) General / Unregistered Users

You acknowledge and agree that your visit to moovicart.com is only for reading/viewing information and agree that you will not copy, reproduce and modify any content/material provided by us. Though you are an unregistered user nevertheless are legally bound by this agreement.

TRADING/DISTRIBUTION OPTIONS:

You as a Producer/Film Maker/Seller acknowledge and agree to sell/lease the movie content (feature films and feature documentaries) for cinema/theatre distribution based on trading options available with us.

You as a Buyer/Distributor acknowledge and agree to buy/hire the movie content (feature films and feature documentaries) for cinema/theatre distribution based on trading options available with us.

Trading or Distribution Options

- a) Syndicate Distribution
- b) Outright : Fixed Price
- c) Outright : Bidding
- d) Movie Marketing
- e) Movie Release

Note: All documentaries and short films must choose marketing and release options only.

OTHER SERVICES

- Film Financing or Other Financing (Films, Documentaries, TV/Web Series, etc)
- FREE Advertisement Space [Any Content, M & E (Products and Services)]

CONTENT TYPES:

All users (Producer/Film Maker/Seller and Distributor/Buyer) agree to trade content as specified below

- Feature Films & Feature Documentaries : Theatrical/Cinema Distribution
- High quality Documentaries and/or Short Films : Non-Theatrical Distribution

QUALITY:

All films must maintain high Quality complying with Digital Cinema Initiatives (DCI) Specifications or film industry quality standards. ONLY quality material (posters, trailers, etc) must be uploaded or sent via email/whatsApp/other methods.

FILM SELECTION CRITERIA:

You acknowledge and agree that selection of film projects by investors/buyers/distributors for Finance, Trading and/or Distribution via moovicart.com are subject to the worth of the film(s) that is assessed commercially by these distributors, buyers or investors based on various factors. Few factors to list are Cast, Crew, Story Line, Genre, Quality, Trailers, Posters, Documentation/Paper work, etc and the ability of the film to receive the investor's return of investment or recovery of the investment. We are not liable to you or any third party for damages, including lost profits, lost investments, lost savings, or other incidental, consequential or special damages, any other losses due to these selection criteria.

LICENSE FEE / PRICING (Great British Pounds - GBP £):**i) Seller**

You as a Producer/ Film Maker/ Seller acknowledge and agree to provide a suitable License Fee/Price in Great British Pounds (GBP £) to sell/lease your movie content using moovicart.com. You as a seller agree to provide and accept suitable license fee based on trading option chosen in moovicart.com. You also agree to provide Terms (License duration), Locations (Countries/States/Cities) of distribution, Box office collections share (in %) with distributors based on trading option chosen by you.

Syndicate Price : Price per single show and

Price per weekly shows (28 shows per week per screen)

Fixed Price : Price per single city/state

Bidding Price : minimum base Price per each entire Tier(s)

You as a Producer/ Film Maker/ Seller agree that any changes to License Fee, Terms (License duration), Locations (Countries/States/Cities) of distribution, BO (Box office) share by you will be notified to moovicart.com before modifying in the website. You agree that you will provide enough notice to change/update these details. You agree that if the movie receives at least one booking/payment, then you lose the right to change these details thereafter.

ii) Buyer

You as a Buyer/distributor acknowledge and agree to pay License Fee/Price in Great British Pounds (GBP £) to buy/hire movie content using moovicart.com. You as a buyer agree to pay suitable license fee based on trading option chosen in moovicart.com. You also agree to accept Terms (License duration), Locations (Countries/States/Cities) of distribution, BO share specified by the Producer/ Film Maker/ Seller based on trading option chosen by you. You agree that the license fee we advertise is provided by the licensor (Producer/ Film Maker/ Seller) and we consider to the best of our knowledge correct at the date of publication, but licensor (Producer/ Film Maker/ Seller) reserve the right to change any fees from time to time. License fee can increase or decrease based on demand and based on the trading option chosen by the Producer/ Film Maker/ Seller. License Fee/Price will be displayed in Great British Pounds (GBP £) excluding of taxes, distribution charges, content duplication & delivery charges, fee for payment gateway and fee for currency conversions. Tax is charged at the rate in force at the time of booking.

1. License Fee & Payment Terms

Distributors/Buyers acknowledge and agree to pay required license fee and other costs to moovicart.com only

i) Syndicate Distribution

- A deposit of GBP £2500 at the time of transaction and balance amount within three (3) working days to moovicart using normal banking channels.
The payment (deposit and/or balance amount) includes License fee, distribution charges (content duplication & delivery, VPF, KDM, Marketing, Censorship, our service fee) and taxes.

Note: In the event of total final payment value is less GBP £2500, then the payment you are paying is the total final value shown in the cart, i.e. no balance amount to pay

ii) Outright: Fixed Price and Bidding

- A deposit of GBP £1500 at the time of transaction and balance amount within three (3) working days to moovicart using normal banking channels.
The payment (deposit and/or balance amount) includes License fee, distribution charges (content duplication and delivery, our service fee) and taxes.

Note: This is a first pay-first sold policy; it means one who pays balance payment first will receive the movie rights. A proof (digital copy) of balance payment receipt via email will suffice to reserve your movie rights.

PURCHASES AND PAYMENT METHODS:

i) Producer/ Film Maker/ Seller

You acknowledge and agree to pay moovicart.com for the services (Movie Listings, Marketing, Movie Release) you have chosen in our website by following payment methods

- Debit/Credit Cards using our third party (PayPal) payment gateway
- Bank transfers via normal banking channels

Debit/credit cards (Visa, MasterCard, Credit/Debit Cards, PayPal, and American Express), credit cards will incur an additional transaction fee of 3.5% including VAT of the total payable price. There is no transaction fee if payment is made by debit card. By agreeing to these conditions, you authorise us to use your debit/credit card details to process any payments.

Bank Transfer: Great British Pounds (GBP £) (bank details are shown on the invoice/receipt and are also available on request). Clients making payments by debit card/credit card or bank transfer must ensure that they allow sufficient time for the payment to clear into the moovicart.com bank account.

We accept Paypal, American Express, Visa, MasterCard and Discover to pay us using our website. We use a third party payment gateway (PayPal) to process payments made to

moovicart.com. The third party payment gateway service provider will require certain financial information including your credit card /debit card or other banking information. You agree and/or authorise us, or an authorized third party on our behalf, to supply information such as your full name, address and debit/credit card and/or other billing information. You agree to provide us or such third party with accurate, true, complete and current information. You shall be responsible for all charges made in your order, as well any applicable fees and taxes. All payments must be paid in part or full which includes VAT, fee for payment gateway. Payments made other than Great British Pounds (GBP £) will incur currency conversion fee by the respective purchaser's bank.

You agree to provide our third party payment gateway all your relevant information required to complete the transactions. moovicart.com disclaims any and all liabilities in relation to your payment processing by third party payment gateway service provider and the collection and processing of any information provided to third party payment gateway service provider. While using such payment gateways to make payments to moovicart.com, you will be required to accept the terms of use and privacy policies of such payment gateway service provider. We request you to please make yourself familiar with the terms of use and privacy policies of such payment gateway service provider before using their service.

You as a Producer/Film Maker/Seller acknowledge, agree and authorise us to collect payments from buyers/distributors on your behalf via moovicart.com for movie content you are selling/leasing in our website using the following purchase and payment methods and payment schedule based on trading/distribution options

Payment methods:

- Debit/Credit Cards using our third party (PayPal) payment gateway
- Bank transfers via normal banking channels

Trading/Distribution Options: (payment schedule)

- Syndicate Distribution : PayPal and/or Bank transfers
- Outright-Fixed Price : PayPal and/or Bank transfers
- Outright-Bidding : PayPal and/or Bank transfers

You as a Producer/Film Maker/Seller acknowledge, agree and authorise us to collect payments from buyers/distributors using above specified payment methods and transfer the payments to you via normal banking channels after deducting our fees. You agree that you read our Terms of Use (including Trading/Distribution options, Our Fees, License fee, License Terms, Box office collections share in %)

ii) Buyer/Distributor

You acknowledge and agree to pay moovicart.com for buying/hiring movie content in our website by following payment methods based on trading/distribution options

- Debit/Credit Cards using our third party (PayPal) payment gateway
- Bank transfers via normal banking channels

Debit/credit cards (Visa, MasterCard, Credit/Debit Cards, PayPal, and American Express), credit cards will incur an additional transaction fee of 3.5% including VAT of the total payable price. There is no transaction fee if payment is made by debit card. By agreeing to these conditions, you authorise us to use your debit/credit card details to process any payments.

Bank Transfer: Great British Pounds (GBP £) (bank details are shown on the invoice and are also available on request). Clients making payments by debit card/credit card or bank transfer must ensure that they allow sufficient time for the payment to clear into the moovicart.com bank account.

We accept Paypal, American Express, Visa, MasterCard and Discover to pay us using our website. We use a third party payment gateway (PayPal) to process payments made to moovicart.com. The third party payment gateway service provider will require certain financial information including your credit card /debit card or other banking information. You agree and/or authorise us, or an authorized third party on our behalf, to supply information such as your full name, address and debit/credit card and/or other billing information. You agree to provide us or such third party with accurate, true, complete and current information. You shall be responsible for all charges made in your order, as well any applicable fees and taxes. All payments must be paid in part or full which includes VAT, fee for payment gateway. Payments made other than Great British Pounds (GBP £) will incur currency conversion fee by the respective purchaser's bank.

You agree to provide our third party payment gateway all your relevant information required to complete the transactions. moovicart.com disclaims any and all liabilities in relation to your payment processing by third party payment gateway service provider and the collection and processing of any information provided to third party payment gateway service provider. While using such payment gateways to make payments to moovicart.com, you will be required to accept the terms of use and privacy policies of such payment gateway service provider. We request you to please make yourself familiar with the terms of use and privacy policies of such payment gateway service provider before using their service.

You as a buyer/distributor acknowledge, agree and authorise us to collect payments from you for your purchases, on seller/producer/film maker behalf via moovicart.com for movie content you are buying/hiring in our website using the following purchase and payment methods and payment schedule based on trading/distribution options

Payment methods:

- Debit/Credit Cards using our third party (PayPal) payment gateway
- Bank transfers via normal banking channels

Trading/Distribution Options: (payment schedule)

- Syndicate Distribution : Full Payment if less than £2500 via PayPal (or) (otherwise)
Deposit amount via PayPal and
Balance amount via Bank transfers

- Outright-Fixed Price : Deposit amount via PayPal and
Balance amount via Bank transfers
- Outright-Bidding : Deposit amount via PayPal and
Balance amount via Bank transfers

You as a buyer/distributor acknowledge and agree that you have read and understand our Terms of Use (including Trading/Distribution options, Our Fees, License fee, License Terms, Box office collections share in %), above specified payment methods, any other relevant terms, conditions or policies.

MOVIE RIGHTS ALLOCATION:

Distributors/Buyers acknowledge and agree that for Outright Distribution (Fixed Price and Bidding) the rights will be allocated on first pay first sold policy, it means one who pays balance payment first will receive the movie rights. You agree to pay the balance payment within three (3) working days from the booking/purchase.

Distributors/Buyers agree that in the event if the funds not reached us by close of business on 3rd day, moovicart.com has the right to retain the deposit by way of partial liquidated damages and have the right to resell the movie rights to the next suitable distributor/buyer. Alternatively a proof (digital copy) of balance payment receipt sent to us via email will suffice to reserve your movie rights.

FILM MODIFICATIONS:

Producer/Film Maker/Seller agrees and grants us the rights to modify the film content, Trailers, Posters or issue a modified copy of the content/trailers/posters to comply with the country specific censorship, broadcasting, communication and advertising laws.

TERRITORIES:

Producer/Film Maker/Seller and Distributor/Buyer acknowledge and agree to the categorisation of movie distribution territories based on trading option. We categorised these distribution territories based on various factors in order to provide flexibility in distribution for all kinds of film makers and distributors/buyers.

MOOVICART FEES:

i) Producer/ Film Maker/ Seller

You as a Producer/ Film Maker/ Seller agree to pay moovicart.com a specified percentage value of your License Fee for the movie you sold via moovicart.com. You agree to pay moovicart.com all fees specified in pricing section.

ii) Buyer/Distributor

You as a buyer/distributor agree to pay moovicart.com all fees specified in pricing section.

TRADING CLOSURE:

Producer/Film Maker/Seller and Distributor/Buyer acknowledge and agree that all trading activities will end as specified herein

- four (4) weeks before release date for Syndicate Distribution, Fixed Price and Bidding

Note: Any Purchases or Transactions made by distributors/buyers within these 4 weeks will be refunded as per our refund policy.

CANCELLATION AND REFUNDS:

You acknowledge and agree that any cancellations in part or full must be made within 24hours of bookings/purchases completed. A cancellation fee will apply for all cancellations. After 24hours moovicart.com consider the bookings as completely confirmed and will not accept any further cancellations. We reserve the right to charge purchaser a 100% cancellation fee. As moovicart.com is a B2B ecommerce platform, we recommend the buyer/s to use our services only if you are 100% intended of purchasing.

Any cancellations made by moovicart.com for any unforeseen circumstances, moovicart.com will refund the purchaser with a 100% payment refund.

All refunds in both cases will be processed within 14 working days (excluding Saturdays and Sundays) from the cancellation date. And the purchaser will receive the payment after 14 working days (excluding Saturdays and Sundays).

MINIMUM SCREENING CRITERIA:

Producer/Film Maker/Seller and Distributor/Buyer acknowledge and agree that for Syndicate Distribution a movie will be released only if it receives minimum bookings (i.e. 10 single shows or 10 weekly shows). These bookings can be either from single buyer or multiple buyers. In the event if the minimum criteria is not achieved by trading closure date, moovicart has the right not to release the movie and refund the distributors.

Note: Minimum criteria for Outright Fixed Price and Bidding options will be provided by the Producer/Film Maker/Seller.

Distributor/Buyer/Investor acknowledges and agrees to the minimum criteria for Syndicate, Fixed and Bidding distribution options as specified.

CHANGE OF MOVIE DETAILS:

Producer/Film Maker/Seller acknowledge and agree that License Fee, Terms (License duration), Countries/Locations and Release dates cannot be changed once published. These details can be changed by moovicart.com on Producer's request, only if no transactions are made by distributors/buyers on the movie.

MOVIE RELEASE DATES:

You as a Producer/Film Maker/Seller agree that any changes to movie release date by you must be notified to moovicart.com with at least 4 weeks of notice before release date. You agree that in the event if the movie receives at least one booking/payment, then you lose the right to change the release date thereafter.

MOVIE CONTENT DUPLICATION & DELIVERY:

i) Seller/Film Maker/Producer

You as a Producer/Film Maker/Seller agree to deliver 2 encrypted copies of high-resolution digital master (DCP) of the movie to moovicart.com within 10 days of the Effective Date of the service agreement or should reach moovicart.com at least 15 working days (excluding Saturdays and Sundays) before movie release date. You agree to deliver the encrypted master copy(s) in the DCP format only. You as a Producer/Film Maker/Seller agree and authorise us to copy/duplicate your movie content into multiple copies based on number of distribution locations, cinemas and screens that are sold, or provided by distributors.

ii) Buyer/Distributor

You as a Buyer/Distributor agree that the movie content will be delivered directly to cinemas by moovicart.com in case of syndicate distribution.

You as a Buyer/Distributor agree to receive one or two DCP copy(s) (encrypted) per state and/or tier in case of outright distribution (fixed price and bidding) for which you paid the distribution charges. And you agree to arrange and pay yourself for further duplication and delivery of the content to your list of cinemas.

If you opted moovicart for full content delivery service, you acknowledge and agree that you pay additional payment for the duplication & delivery based on the number of your distribution cinema sites. You agree and it is your responsibility to provide us a list of cinema/theater locations with accurate, true, correct and complete information (including delivery address). You agree to contact your cinemas/theaters for the receipt of content delivery and inform moovicart.com if there are any issues.

KDM SUPPLY:

i) Seller/Film Maker/Producer

You as a Producer/Film Maker/Seller agree to deliver the KDM(s) at least 10 days (excluding Saturdays and Sundays) before release date to complete censorship certification in respective countries and at least 3 days before release date for movie release in cinemas. KDM must be encrypted only for the specified days, dates, shows and screens.

ii) Buyer/Distributor

You as a Buyer/Distributor agree to provide a list of cinema locations for the movie distribution at least 15 days before release date (excluding Saturdays and Sundays). You agree to provide list of screen certificates at least 10 days before release date (excluding

Saturdays and Sundays) with accurate, true, correct, complete information to generate KDM(s). You agree to provide moovicart.com with time, days, dates, No. of shows to generate KDM(s). You agree to receive KDM(s) a day before release date from moovicart.com.

BOX OFFICE COLLECTIONS AND SHARE:

i) Syndicate Distribution:

You as a Producer/ Film Maker/ Seller agree to share your movie box office collections with all the distributors as per the percentage/s specified by you in the website.

The procedure of sharing Box office collections among distributors and producers are specified in our service agreements. If you require additional information about this, please contact us on info@moovicart.com

LICENSE FEE PAYMENTS TO PRODUCER:

The time lines of license fee payments to producer from moovicart.com are specified in our service agreements. If you require additional information about this, please contact us on info@moovicart.com

RECOUPMENT & BO PAYMENTS TO DISTRIBUTOR:

The time lines of recoupment and Box office payments to distributor from moovicart.com are specified in our service agreements. If you require additional information about this, please contact us on info@moovicart.com

BIDDING AND BID TERMS:

You as a Producer/ Film Maker/ Seller and/or buyer/distributor acknowledge and agree to the following bidding process and terms. You agree to ascending auction where bidders place bids of progressively higher amounts, aiming to outbid each other. The bidder who places the highest bid by the end of the auction wins. You agree that bids are offers to buy a movie content for a stated price. Over the course of an auction, bidders may increase their bids in response to other bidders. Typically the bidder who has made the highest final bid wins the movie content for that particular tier.

i) Producer/Film maker/Seller

- You agree to provide a minimum price for your movie license and bidding end date
- You agree to provide the minimum price for each entire tier
- You agree that you are not able to modify your minimum price until the completion of your bidding duration.
- You agree to award the bid for the highest bidder once you are happy with the price.
- You agree to award all highest bids that you received by bidding end date

- You agree that you will release the movie as per scheduled release date and will not delay expecting more biddings for other pending tiers
- You agree to use our above specified purchases and payment methods to sell your movie content.
- You agree with our payment schedule for remitting distributor purchases/fee
- You agree that you will not use any methods (bid snipping, shill bidding) to jeopardise the bidding process. If found, your access to the website will be suspended or revoked.

ii) Buyer/Distributor

- You agree to bid and place your preferred price for a particular tier
- You agree your preferred price will be for a particular tier only
- You agree that only highest bidding price will be awarded with movie license
- You agree that you will pay for all your biddings once awarded by the Producer/ Film Maker/ Seller
- You agree to use our purchases and payment methods to buy movie content
- You agree to pay deposit amount via Paypal at the time of purchase to reserve your movie rights and balance amounts within 3 working days via bank transfers.
- You agree that you will not use any methods (bid snipping, shill bidding) to jeopardise the bidding process. If found, your access to the website will be suspended or revoked.

Note: This is a first pay-first sold policy, one who pays balance payment first will receive the movie rights. A proof (digital copy) of balance payment receipt via email will suffice, to receive or confirmed your movie rights.

ACCURACY:

You acknowledge and agree that the movie information that we disclose/display in our site is based on the information provided to us by producers/film makers/sellers. We have given access to the content providers (producers/film makers/sellers) to update the correct information from time to time. The content providers (producers/film makers/sellers) are fully responsible for updating all information, pricing, locations, terms, availability and other information which are displayed on our website/platform. Although we will use reasonable skill and effort in checking the information including its accuracy, we cannot guarantee that all information is accurate, true, complete or correct, or can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each content provider remains responsible at all times for the accuracy, trueness, completeness and correctness of the (descriptive) information (including the pricing, locations, terms, availability, other essential details) displayed on our site.

RATE/LIKE/SHARE:

We offer audience the opportunity to rate/like/share/request movies. This Pre-Release Rating system we developed is solely to understand i) audience behaviour and their interests of a particular movie, or ii) testing, or iii) research, or iv) statistical and survey purposes and not to endorse or recommend any movie for business purposes.

Promoters/Audience can redeem the points once it's reached a threshold set by moovicart.com. Points redeem can be in the form of gift cards and/or cash.

You as a producer/film maker/seller and/or buyer/distributor acknowledge and agree that the above audience review process is solely for said purpose only and we cannot be held responsible for any losses and damages.

WEBSITE/MOBILE APPLICATION USE:

You acknowledge and agree that you have adequate knowledge and competency or will use a competent person on your behalf to use our website or mobile application. We are not liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages that are caused due to your incompetency in using our website or mobile application.

WEBSITE/MOBILE APPLICATION:

You acknowledge and agree that there could be website/application coding errors or any other kinds of inaccuracies/bugs that can affect the functionality or usability of the website or mobile application. In the event of such occurrences we will try to resolve the issues (such as transactions, bookings, cancellations, refunds, account updates, etc.) offline and as soon as practically possible. We can't guarantee that our work will be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, any other losses, even if you have advised us of them.

INDEMNITY:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MOOVICART.COM, ITS PARENT COMPANIES, SUBSIDIARIES, OUR OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS FROM AND AGAINST ALL ALLEGATIONS, LIABILITIES, ACTIONS, SUITS, LOSSES, DEMANDS, DAMAGES, FINES, PENALTIES, CLAIMS, OBLIGATIONS, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES) ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT AND ALSO RELATED TO YOUR BREACH OF THESE TERMS OF USE (INCLUDING, BUT NOT LIMITED TO, ANY BREACH BY PERSONS ACTING ON YOUR BEHALF WHO ACCESS THIS SITE USING WEBSITE ACCESS INFORMATION AND/OR BOOKING/PURCHASE DATA THAT YOU HAVE PROVIDED TO THEM).

ARBITRATION:

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the **London Court of International Arbitration** (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

i) Mediation only

"In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall seek settlement of that dispute by mediation in accordance with the LCIA Mediation Procedure, which Procedure is deemed to be incorporated by reference into this clause."

ii) Arbitration only

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one or three.

The seat, or legal place, of arbitration shall be London, United Kingdom.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of United Kingdom."

iii) Mediation and Arbitration

"In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Procedure, which Procedure is deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within 30 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one or three.

The seat, or legal place, of arbitration shall be London, United Kingdom.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of United Kingdom."

In the event if the dispute is not resolved by mediation and/or arbitration, you and we both agree that if you were able to bring a claim arising from or in connection with this contract against us in court, an acceptable court would be a court located in London, United Kingdom.

OUR LIABILITY:

You acknowledge and agree that moovicart.com, its parent company and its subsidiaries will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, time, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) losses that were caused due to audience pre release ratings on movie details, or (iv) losses that were caused due to bad content (story, text, posters, trailers, videos, etc), or (v) losses due to changing audience/users/investors behaviour or interests, or (vi) losses that were caused due to inability to release the movie(s) or (vii) losses due to non availability of cinemas or theatres or investors/distributors, (viii) losses due to inability to recover box office collections from cinemas/theatres, (ix) losses due to your inability to use the service for any reason, (x) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website or by any third party, (xi) losses due to film selection criteria and/or minimum screening/distribution criteria, (xii) due to errors in website and/or mobile application functionality, (xiii) losses due to cross country money transfer transactional fees, currency rates, additional charges, etc, (xiv) losses due to inability to transfer the money due to government law in any country, (xv) events beyond our reasonable control including any internet failures, equipment failures, telecommunications problems, electrical power failures, strikes, labour disputes, industrial actions, riots, insurrections, civil and military disturbances, changes to current laws and regulations, severe weather conditions, shortages of labour or materials, transportation or courier delays, fires, floods, storms, earthquakes, nuclear accidents, explosions, volcanic eruptions, acts of God, embargoes, war, hacker attacks, terrorist acts, intergalactic struggles, illegal activities of third parties, laws, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties, or (xvi) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale/lease and buy/rent of content using moovicart.com was formed, (xvii) losses due to any reasons that are specified in our risk warnings.

In no event shall we be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the website or mobile app and the content, whether based on warranty, contract, tort (including negligence), or any other legal theory.

moovicart.com and its subsidiaries will not be held responsible for any non availability of purchasers/buyers/investors and any cancellations made by them. We will not be held responsible for any delay or failure to deliver the content on time. Such delay or failure arises from any cause which is beyond our reasonable control.

moovicart.com disclaims any and all liabilities in relation to your payment processing by third party payment gateway service provider and the collection and processing of any information provided to third party payment gateway service provider. While using such payment gateways to make payments to moovicart.com, you will be required to accept the terms of use and privacy policies of such payment gateway service provider. We request you to please make yourself familiar with the terms of use and privacy policies of such respective payment gateway service provider before using their service.

CHANGES TO TERMS OF USE:

We reserves the right at our sole discretion to change, modify, add or remove any portion of these Terms of Use in whole or in part, at anytime with or without notice. We may need to make changes to these Terms from time to time for many reasons, such as to reflect updates in how the services work, addition of new features or services, modifying/removal of existing features or services, changes in the law, changes in technology and to meet any other requirements. You should look at these Terms of Use regularly, which are posted in this website. If we make changes to these Terms, we will notify you by email, if you provided one during registration. Therefore it is essential to provide the correct details for any communications. Your continued use or access to moovicart.com and its services after any such changes constitutes your acceptance of the new Terms of Use.

WARRANTY DISCLAIMER:

WE, AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT (INCLUDING THE USER CONTENT) AND SERVICES, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY. WE SHALL NOT BE SUBJECT TO LIABILITY FOR TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE AND THE CONTENT AT YOUR OWN RISK.

THE USER CONTENT IS CREATED/PUBLISHED BY REGISTERED MEMBERS. ANY VIEWS EXPRESSED ARE THEIRS AND UNLESS SPECIFICALLY STATED ARE NOT THOSE OF MOOVICART.COM. MOOVICART.COM IS NOT RESPONSIBLE FOR ANY CONTENT POSTED BY REGISTERED MEMBERS ON THE SITE OF FOR THE AVAILABILITY OR CONTENT OF ANY THIRD PARTY SITES THAT ARE ACCESSIBLE THROUGH THE SITE. ANY LINKS TO THIRD PARTY WEBSITES DO NOT AMOUNT TO AN ENDORSEMENT OF THAT SITE AND ANY USE OF THAT SITE BY YOU IS ENTIRELY AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR FREE OR THAT THIS SITE, ITS SERVER, OR THE CONTENT IS FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, QUALITY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

USER ACKNOWLEDGEMENT:

You as a Producer/Film Maker/Seller and/or Buyer/Distributor/Investor acknowledge and agree that you have read and clearly understand all our Terms of use, General Terms and Conditions, Service Agreements, How it works, Privacy policy, Trading/Distribution Options (including our Fee/Pricing, Purchases and Payment methods, FAQ's, risk warnings, License Pricing, Movie release dates, Content Duplication and delivery, KDM supply, Payments to

Producer, Terms, Box office collections and share, Bidding Process, Cancellations and Refunds).

TERMINATION:

You may cancel your account at anytime by emailing us at support@moovicart.com. Once your account is cancelled all your content will be immediately purged. Since purge of all data is final, please be sure that you do in fact want to cancel your account before doing so.

We reserve the right to refuse service, terminate accounts, remove or edit content if you are in breach of applicable laws, these Terms of Use, any other applicable terms and conditions, guidelines or policies.

Our rights under this Agreement will automatically terminate without notice and without refund of any dues if you fail to comply with the terms. We may terminate the Agreement, restrict, suspend or terminate your use of our site and services at our discretion without notice at any time, including if we determine that your use violates the Agreement, is improper, or otherwise involves fraud or misuse our site and services or harms our interests or those of another user.

LINKS TO THIRD PARTY WEBSITES:

You can link to other websites by means of hyperlinks published on this website or emailed to you as part of our service. These websites are owned and operated by third parties. We do not endorse any third party sites linked on our website/application/service. You are responsible for your interactions with any third party sites. Third party sites linked to our website/application/service have their own terms and privacy policy and you are responsible for compliance with such terms and privacy policies. We accept no liability for any statements, information, products or services that are published on or may be accessible through third party websites.

CONTACT US:

moovicart.com

c/o Sri Sri International UK Limited
25 Richmond Terrace, Aberdeen,
United Kingdom, AB25 2RQ
Registration No. SC505712
VAT No. 213590233

Email: business@ssil.co.uk, info@moovicart.com