

FILMCAPITAL.IO Terms of Service Agreement

Please read the following Terms of Service thoroughly. Last updated on April 18, 2020.

ACCEPTANCE OF TERMS

This Terms of Service Agreement (“TOS”) is a legally binding agreement between FilmCapital.io, LLC, a Delaware limited liability company (the “Company”) and any individual (“you”) that is using or accessing the FilmCapital.io platform located at <http://filmcapital.io> (the “Platform”). This TOS governs your use of the web Platforms and tools (“Services”) offered by Company.

This TOS constitutes the entire agreement between you and Company and will govern the use of the Services, superseding any prior version of this TOS. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Company Services, affiliate services, or third-party content or software.

Your use of any and all services associated with Company is conditioned upon your acceptance of, and compliance with, this TOS. It is your responsibility to read the TOS before proceeding to use Company. By accessing or utilizing Company services, you agree to be bound by this TOS and all terms incorporated herein. If you do not expressly agree to all of the terms and conditions, or if you are not legally eligible to be bound by these TOS, do not purchase, use, or access Company.

Company is protected by copyright and other intellectual property laws and treaties. Use of the Services is void where prohibited.

- **SERVICES**

You acknowledge and agree that the Services provided by FilmCapital.io, which include both desktop and mobile versions, are the sole property of FilmCapital.io.

FilmCapital.io will provide its Services in accordance with this TOS. FilmCapital.io may, at its sole discretion and without prior notice, add, modify, or discontinue any and all features of the Services. FilmCapital.io may also add, modify, or remove any terms in this TOS without prior notice. Unless otherwise stipulated, this TOS will apply to any and all new and modified Services. The date on which this TOS was last updated or modified will be posted at the top of the TOS. You are encouraged to review this TOS periodically to ensure you are aware of all terms and policies currently in effect. Should you find that you do not agree to the terms, you must stop using the provided Services immediately.

You acknowledge and agree that FilmCapital.io will not be held liable for any such updates, modifications, revisions, suspensions, or discontinuation of any Services, and to the terms of their use. Your continued use of the Services provided will constitute your acceptance of changes to the Services and TOS, and to this TOS as a whole.

Use of the Services requires a compatible device with Internet access (high-speed recommended). Your ability to use the Services, and the performance of those Services, may be affected by your

hardware, software, and Internet access. You acknowledge and agree that meeting the minimum system requirements, which may occasionally change, is your responsibility.

You acknowledge and agree that the Services offered shall be provided “as is” and “as available” and as such, FilmCapital.io will not assume any responsibility or obligation for the timeliness, missed delivery, and loss of account contents and settings.

ACCOUNT REGISTRATION

In order to access certain features of the Platform or to post content on the Platform, you must register to create an account ("Account"). You must complete the registration process by providing us with current, complete and accurate information. You will also choose a password. You may be asked to choose a password, and you are responsible for maintaining its security. You must notify FilmCapital.io immediately if you notice any unauthorized access or use of your account or password, or any other breach of security. FilmCapital.io will not be held liable for any loss and/or damage arising from any failure to comply with this term. You are the sole authorized user of your account. Sharing a FilmCapital.io account is a violation of this TOS.

You agree that your Account will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Account. Although the Platform may information or content provided by other parties relating to prospective investments, you should not construe any such content as tax, legal, financial, or investment advice. Further, you represent that any decision to invest is based solely on your consideration of the risks involving a particular project is made at your own risk. All investments involve a degree of risk, and you acknowledge and agree that you are solely responsible for determining the suitability of an investment or strategy and accept the risks associated with such decisions that may include the risk of complete loss of your principal. You agree and acknowledge that you are solely responsible for conducting legal, accounting, financial, and any other due diligence review on the companies listed on the Platform. You are advised to consult with a licensed legal professional and investment advisor for any legal, tax, financial, or investment advice. The Platform will merely provide you with the ability for you to make your own investment decision without any advice by the Platform.

INVESTOR SUITABILITY

The securities offered on this Platform are being offered pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933 ("Regulation D") which requires that the Company, as the Issuer, take “reasonable steps” to verify your status as an accredited investor. Accordingly, before you are able to make an investment through the Platform, you will be asked to (a) provide certain personal financial information including but not limited to (i) W2's, 1099's or tax returns for the past two years to show that your individual income exceeds \$200,000 (or joint income exceeds \$300,000) for each year, or (ii) provide recent account statements or third party appraisals that show the value of your assets exceed \$1,000,00 excluding your primary residence or (iii) provide an official communication from a licensed CPA, attorney, investment advisor or registered broker-dealing, stating that the professional service provider has a reasonable belief that you are an

accredited investor; and (b) and become a party to an Electronic Funds Transfer Agreement and Disclosure [hyperlink.] regarding the use and access of such personal financial information.

GENERAL GUIDELINES

You represent and warrant that all information that you provide to the Company or through the Platform is accurate, complete and truthful. You acknowledge and agree that the Company and its agents are entitled to rely upon the information you provide as true, accurate and complete. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

the Company grants you a limited, revocable, non-exclusive, non-transferrable license to view, copy and print content on the Platform for personal, non-commercial purposes. the Company grants the operators of public search engines a limited, non-exclusive, non-transferrable license to copy materials from the Platform for the purpose of creating publicly available, searchable indices of Platform content. We reserve the right to terminate or limit your access to the Platform and/or the licenses granted herein for any reason and in our sole discretion. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Platform or the rights or use and enjoyment of the Platform by any other person or entity in any manner.

You are prohibited from posting or transmitting any material on or through the Platform that, in the Company's sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. the Company will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any such information or materials on the Platform.

NO REPRESENTATIONS OR WARRANTIES

The Company makes no representation as to the completeness or accuracy of the information provided on the Platform. The Company does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Platform. The Company shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Platform is at your sole risk. The Company is entitled to rely upon the information provided by its users. The Company cannot guarantee that Issuer's will use the proceeds of their investment in accordance with the stated purpose. To the extent provided by law, the Company assumes no liability or responsibility for any errors or omissions in the content of the Platform. The Company has not reviewed all of the links provided on the Platform and is not responsible for the content of any off-Platform pages. Clicking on hyperlinks and visiting any off-Platform pages is done at your own risk.

DIGITAL MILLENNIUM COPYRIGHT NOTICE

We respect the intellectual property of others, and we ask you to do the same. If you or any user of our Platform believes its copyright rights have been infringed on our Platform, the copyright(s) owner ("Complaining Party") should send notification to Our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
- Identification of the copyrights(s) claimed to have been infringed;
- Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
- Identification of the material that is claimed to be infringing the Complaining Party's copyrights(s) that is to be removed and information reasonably sufficient to permit us to locate such materials;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyrights that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) ("DMCA"), the Company's Designated Agent for notice of claims of copyrights infringement can be contacted at the addresses below.

Designated Agent for Claimed Infringement:

FilmCapital.io

Postal Address: 133 N Detroit St, Los Angeles, CA, 90036

E-mail address: hello@filmcapital.io

You acknowledge, accept and agree that if we receive a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Platform without liability to you or any other party and that the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA.

Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under

the DMCA and other applicable laws. Allegations that other intellectual property right is being infringed should be sent to hello@filmcapital.io. The Company may, in its sole discretion, terminate the accounts of those who are accused of copyright infringement or other intellectual property rights.

INTELLECTUAL PROPERTY

You hereby agree, subject to the Privacy Policy, that all content and images on the Platform are either the property of, or used with permission by the Company. The use of the content or images by you or anyone authorized by you, is prohibited unless specifically permitted by these TOS or provided elsewhere on the Platform. By providing content or Data on the Platform, subject to the Privacy Policy, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses such content or Data. No compensation will be paid with respect to our use such content or Data. The Company neither warrants nor represents that your use of materials displayed on the Platform will not infringe rights of third parties not owned or affiliated with the Company.

The trademarks, logo and slogans displayed on the Platform including the mark FilmCapital.io, (collectively the "Trademarks") are owned by the Company and others. Nothing on this Platform should be construed as granting any license or right to use the Trademarks without written permission of the Company or such third-party owner of the Trademarks. Your misuse of the Trademarks, or any other content on the Platform, except as provided in these TOS, is strictly prohibited. You are advised that the Company will aggressively enforce its intellectual property rights to the fullest extent of the law.

COMMUNICATIONS

You agree that the Company may send communications to you via your mailing address, email, telephone or facsimile number provided by you on your Account. You agree to notify us of any changes in your address or contact details. The Company may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Platform periodically for changes and modifications and agree not to contest the admissibility or enforceability the Platform's electronically stored copy of this Agreement in any proceeding arising out of this Agreement.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. The Company shall have a reasonable period to effect such a change and the Company may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you

have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

You agree that any information that you transmit to the Platform or the Company in any manner including, but not limited to, pictures, videos, questions, comments, suggestions, website addresses and links to other website/articles, etc. is non-confidential and non-proprietary and can be used by the Company or its affiliates for any purpose. The Company is free to use any idea, concepts, know-how, techniques, etc. contained in any communication to the Platform of the Company for any purpose.

CHANGE OR TERMINATION

We may, without prior notice, change the Platform, stop providing the Platform, applications or services, or create usage limits for the Platform. We may permanently or temporarily terminate or suspend your access to the Platform without notice or liability, for any reason or for no reason, including if in our sole determination you violate any provision of these TOS. Upon termination of these TOS or your access to the Platform for any reason or no reason, you will continue to be bound by these TOS which, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

DISCLAIMER OF LIABILITY

Your use of the Platform is at your own risk. You acknowledge that the Company has no control over what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release the Company from all liability for you having acquired or not acquired content through the Platform. The Company makes no representations concerning any content contained in or accessed through the Platform, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Platform or the Service. The Company neither represents, warrants, covenants guarantees, nor promises any specific results from use of the Platform.

THE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS PLATFORM AND PLATFORM-RELATED SERVICES. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE PLATFORM. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

The Company makes no representation or warranty, express or implied, with respect to any third party data provided to the Company or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. the Company will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third party data due either to any negligent act or omission by the Company or "force majeure" or any other cause beyond the control of the Company.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

Electronic Communication Privacy Act Notice (18usc 2701-2711): The Company makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Platform or any website linked to the Platform. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on the Company's equipment, transmitted over networks accessed by the Platform, or otherwise connected with your use of the Service.

The Company assumes no responsibility for, and shall not be liable for, any damages to or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Platform or your downloading of any materials, data, text, images, video, or audio from the Platform. We do not, and cannot, guarantee that any Investor is actually an Accredited Investor (as defined above), or that any content or information provided on this Platform is true, correct, complete or viable.

Although the Company may from time to time monitor or review discussions, postings, transmissions, and the like on the Platform, the Company is under no obligation to do so and assumes no responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, profanity, danger or inaccuracy contained in any information within such locations on the Platform. The Company reserves the right to remove any content from the Platform or to restrict access to the Platform for any reason without notice.

US JURISDICTION

We make no representation that this Platform is operated in accordance with the laws or regulations of, or governed by, nations other than those of the United States. If you are located outside of the United States, you use this Platform at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws.

The content, material and information contained on the Platform does not constitute an offer or solicitation and may not be treated as an offer or solicitation (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; (iii) if the person making the offer or solicitation is not qualified to do so. The securities offered on this Platform can only be marketed in certain jurisdictions only. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on this Platform does not constitute an offer or solicitation to sell securities referred to on this Platform, by anyone in any jurisdiction in which such offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. Applications to invest in any offering referred to on this Platform must only be made on the basis of the offering document relating to the specific investment.

This Platform is not directed at you if we are prohibited by any law of any jurisdiction from making the information on this Platform available to you. You should satisfy yourself before accessing the Platform that we would be allowed to advertise investment products to you under the law of the jurisdiction in which you reside. It is your responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction, including the one in which you reside. The securities described on this Platform are not registered under the Securities Act of 1933

GOVERNING LAW

These TOS shall be governed by, construed and entered in accordance with the laws of the Delaware applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions thereof. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TOS TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

DISPUTE RESOLUTION

In the event of any claim, controversy or alleged dispute between you and the Company, its members or affiliates ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in Los Angeles, CA, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and

limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and the Company. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of the Company, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning the Company's intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place In Los Angeles County, California, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Los Angeles County, California, United States of America. Each party hereby waives any claim that such venue is improper or inconvenient.

INDEMNIFICATION

You agree to indemnify, defend and hold the Company and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these TOS by you or arising from your use of the Platform.

The Company reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with the Company in the defense of any such claim, action, settlement or compromise negotiations, as requested by the Company.

NOTIFICATION PROCEDURES

We may provide notifications, including those regarding modifications to these TOS, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Platform, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to visitors. Note that you may opt out of certain means of notification as described in these TOS. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provided to us.

GENERAL

The failure of the Company to enforce any right or provision of these TOS will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these TOS, the exercise by either party of any of its remedies under these TOS will be without prejudice to its other remedies under these TOS or otherwise. If for any reason a court or arbitral, as applicable, of competent jurisdiction finds any provision of these TOS invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these TOS will remain in full force and effect.

MISCELLANEOUS

Except as expressly provided in these TOS, there shall be no third-party beneficiaries to the TOS. The Company shall have the right to assign its rights or delegate any of its responsibilities under these TOS to an affiliate or in connection with a merger, consolidation or reorganization of the Company for the sale of substantially all of its assets. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. You further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

These TOS contain the entire understanding between you and the Company relating to the Platform and the Company's services. These TOS supersede any other TOS or agreement regarding the Platform and the Company's services prior to the Effective Date below.

These TOS were last updated on April 18, 2020