

## Terms of Use

Released January 31, 2018

This agreement governs your relations with OiOi.guru.

By using this website (the "Site") and services (together with the Site, the "Services") offered by OiOi.guru (together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors — collectively, "OiOi.guru," "we," or "us"), you're agreeing to these legally binding agreement (the "Terms").

You represent to OiOi.guru that you are over 18 and legally capable to form a binding agreement with us and that you are not a person or entity barred from accessing or using the Site under the laws of the United States or other applicable jurisdiction.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the Terms and, in which case the definition "You" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with Terms, you must not accept this agreement and do not use the Site and/or Services.

We reserve the right to update or make changes to the Terms from time to time in our sole discretion, and we may notify you of changes by any reasonable means, including without limitation, by notifying you through the email you provide us in your User Profile or by posting the revised version of the Terms on the Site, which changes will become effective immediately upon the posting on the Site. If you keep using OiOi.guru after a change, that means you accept the updated Terms.

### 1. Our Services

**1.1. Right to use the Services.** Subject to your acceptance of, and compliance with the Terms, we grant you a non-exclusive, revocable, non-assignable, non-sublicensable, non-transferable right to access and use the Services and the Site, where you are granted the right to upload your Content ("Content"). The Services and Site are protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly provided herein, nothing in the Terms gives you a right to use our trademarks, trade names, service marks, logos, domain names, or other brand features. We and our licensors reserve all rights not expressly granted in the Terms.

**1.2. Restrictions and Obligations.** You agree that in accessing and using the Services and Site, you will:

- (i) not modify, alter, adapt or create a derivative work of any Content of another user, the Services or the Site;
- (ii) attribute the Site as the source of any information which you obtain from the Site, with such attribution in the form of a human and machine-followable link (a tag) linking back to the page on the Site displaying the original Content which contains such information (or if the original page is not accessible to the recipient or viewer of the information without logging in through an account with us, then you will attribute the Site generally as the source of such information). For purposes of clarity, you shall not have the right to use or disclose any Confidential Information in breach of your confidentiality obligations;
- (iii) upon request, either by OiOi.guru or by a user who provided the Content, make a reasonable attempt to permanently delete, destroy and erase any Content that has been deleted from the Site;
- (iv) will not use the Services or Site, or display any results, Content or information from the use of the Services or Site in any way to compete with the Services or the Site;
- (v) will not sublicense, transfer, share, lend, distribute or resell to any third party your right to access or use the Services or Site (or any portion thereof);
- (vi) will not circumvent, disable, override or otherwise interfere with any security-related features of the Services or Site, or any other features that prevent or restrict use, copying, data mining or otherwise or enforce the limitations on the use of the Services or Site.

**1.3. Accredited Investors.** We will require all new or prospective users who identify themselves as Investors to execute an Accredited Investor Questionnaire.

**1.4. Reservations and Limitations.** Without limiting any right, privilege, limitation or reservation contained elsewhere in the Terms and benefiting OiOi.guru, OiOi.guru reserves the following rights:

- (i) OiOi.guru reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to modify, suspend or discontinue the Services or Site in any way and at any time, with or without notice to you. You agree that any notices to you will be deemed provided to you and effective on the date of posting on the Site or on the day of email to the email account we have on file for your account, whichever occurs earlier. You agree that (a) OiOi.guru shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or Site, in whole or in part, and (b)

your continued use of the Services or site after any changes to the Services or Site have been implemented will be deemed your acceptance of such changes.

(ii) OiOi.guru reserves the right to terminate your access to the Services or Site without notice and, in the event that you have violated the Terms, to pursue additional remedies available to OiOi.guru at law or in equity.

(iii) OiOi.guru reserves the right to refuse registration of, or cancel, your account in its discretion for any reason or for no reason. In addition, OiOi.guru reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content through the Services or Site and to terminate users or reclaim usernames.

(iv) OiOi.guru also reserves the right to access, read, preserve, use, and disclose any information and aggregated data after update or delete data, as it reasonably believes is necessary to: (a) comply with any applicable law, regulation, legal process or governmental request; (b) enforce the Terms (including investigation of potential violations hereof); (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) respond to user support requests; and/or (e) protect the rights, networks, property or safety of OiOi.guru, its users and the public; (f) expanding our machine learning, knowledge, technology, and database.

(v) Without limiting the generality of the foregoing, you specifically acknowledge that any Content that has been uploaded through the Services or Site may be deleted at any time without notice to you. We shall have no liability to any person for any claim based upon its termination of an account or disabling of access to or removal of any Content, including material it believes, in its sole discretion to violate the Terms, regardless of whether the material ultimately is determined to be infringing or otherwise prohibited, and regardless of whether such termination or disabling has the effect of reducing the value of any Content or opportunities that might otherwise have been available to you. By using the Services or Site, you agree that notice to you through an email to the email address you provided in your profile constitutes reasonable efforts to notify you of any removal or disabling if such notice is required.

(vi) We are not obligated to display your Content to any other User, nor are we obligated to introduce you to any Filmmaker, Buyer, Distributor, Sales Agent or Investor.

(vii) We are not responsible for conducting due diligence on the Users you meet through the Services or Site. Should we conduct due diligence on one or more Users, this does not change the meaning or effect of the immediately foregoing sentence, nor are we responsible or can be held liable for the outcome of any such due diligence.

(viii) We are not responsible for verifying that any Investor is accredited or otherwise authorized or appropriate to invest in your project, or for determining whether any use of OiOi.guru constitutes a general solicitation of securities under U.S. law or the laws of any state or other jurisdiction, including foreign jurisdictions.

(ix) We have no obligation to monitor or enforce any intellectual property rights that may be associated with Content you provide to us.

(x) In the event that we invest in any film at any stage of development, we are not obligated to make that investment opportunity available to anyone else.

## **2. Your Obligation**

**2.1 User Profile.** You agree that you will maintain your user profile at all times. You shall be solely responsible for maintaining the confidentiality of your username and password and agree not to transfer, share, disclose or resell your access to the Services or Site, to any third party. You will also update your user profile so that it remains true, correct and complete. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations. You are entirely responsible for all activities taking place through your account, whether or not you are the individual who undertakes such activities.

### **2.2. Confidentiality Obligations of Buyers and Financiers.**

(i) In accessing and using the Services and Site you may be given access to the Confidential Information of one or more other Users ("Disclosers"). You agree (a) to hold the Confidential Information of Disclosers in strict confidence and to take all necessary precautions (but in no event less than reasonable care) to protect such Confidential Information from unauthorized disclosure, access or use; (b) not to disclose or provide access to any such Confidential Information or any information derived therefrom to any person other than Authorized Persons (defined below); (c) not to use such Confidential Information except for the sole purpose of determining whether you (and not any other party) will enter into a business transaction with the Discloser (the "Purpose"). For purposes of clarity, you may not disclose a Discloser's

Confidential Information to another party for the purpose of such party's determining whether to enter into a business transaction with the Discloser, but only for the purpose of determining whether you will enter into a business transaction with the Discloser. If any other party wishes to obtain access to any Confidential Information of a Discloser, such third party shall not have the right to obtain such information through you, and may be required to become a User of the Services and Site and to enter into the Terms in order to obtain access to such Confidential Information directly from the Discloser.

(ii) In addition, you may disclose such Confidential Information if you are legally compelled to do so pursuant to a written court order, subpoena, regulatory demand, or process of law, provided that prior to any such compelled disclosure we are notified in writing. Such compelled disclosure shall not otherwise affect your obligations hereunder with respect to the Discloser's Confidential Information so disclosed.

(iii) You agree that at any time requested by the Discloser, you will destroy and permanently delete all Confidential Information of such Discloser (and all copies and extracts thereof) in your possession or control or as otherwise disclosed to Authorized Persons, and shall certify to such Discloser that you and your Authorized Persons have completed such destruction and deletion within ten (10) days after your receipt of request from such Discloser to so destroy and delete such Confidential Information.

### 2.3 Requirements related to Content on OiOi.guru:

(i) You have only provided, and will only provide, OiOi.guru with Content that you have a right to (a) provide to OiOi.guru and to (b) allow OiOi.guru to display, publish and otherwise make available through the Services and Site. By submitting any Content to OiOi.guru, you represent and warrant that you have all the necessary rights, whether under copyrights, trademarks, trade secrets, patents or other intellectual property, to grant the rights granted to OiOi.guru and to otherwise display, publish and otherwise make your Content available through the Services and Site as contemplated in the Terms. You also represent and warrant that your Content complies with all applicable laws, rules and regulations.

(ii) You understand that OiOi.guru: (a) does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications displayed, published or otherwise made available through the Services or Site; and (b) does not endorse any opinions expressed through the Services or Site. It is your responsibility to verify the completeness, truthfulness, accuracy, and reliability of any Content before making any decision of material consequence, including investment decisions, or relying on such Content for any other reason. OiOi.guru makes no representations or warranties with respect to any Content and shall not be liable for any and all use thereof by you or any other party.

(iii) You understand that by using the Services or Site, you may be exposed to Content that you might deem offensive, harmful, inaccurate or otherwise inappropriate, and you agree that OiOi.guru shall have no liability to you or any other party for any such Content.

(iv) You understand and agree that the Services or Site may include advertisements or other Content, which may be targeted to the Content or information on the Services or Site, queries made through the Services or Site, or other information, and that OiOi.guru shall have no liability to you or any other party for the placement of advertising or similar Content on the Services or Site, or in connection with the display of Content or information from the Services or Site, whether submitted by you or others.

### 2.4. Requirements related to Investments:

(i) You understand and agree that OiOi.guru is not, by providing the Services or Site, providing investment, legal, tax, financial, accounting or other advice to you or any other party.

(ii) OiOi.guru is not acting as an advisor or fiduciary in any respect in connection with Content. You will use your own independent judgment before making any decision to accept an investment.

(iii) You are solely responsible at all times for complying with applicable law regarding any transaction, including without limitation the determination of whether any investor is an Accredited Investor and whether any investment complies with the terms of applicable law, including applicable securities laws (whether the law of a U.S. state, or the law of any foreign government with jurisdiction over you or any Investor).

(iv) You have obtained, and/or will obtain, such professional advice as is appropriate to protect your interests, including legal, tax, accounting and other advice and to comply with applicable law.

### 2.5 Using the Services.

(i) You will conduct yourself in a professional and respectful manner in all your interactions with OiOi.guru and with any other user.

(ii) You have not engaged in, and will not engage in, any activities designated by OiOi.guru as prohibited from time to time in its sole and absolute discretion. Without limiting the foregoing, the following will be deemed prohibited activities: (a) The modification, adaptation, disassembly,

de-compilation, translation, reverse engineering or other attempt to discover the source code or structure, sequence and organization of the Services or Site (except where the foregoing is permitted by applicable local law notwithstanding such restrictions, and then only to the extent that such intended activities are disclosed in advance in writing to us); (b) The use of Services or Site in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, Site or any networks or security systems of Company or its service providers, or otherwise interfere with other Users' use of the Services or Site; (c) The removal, obscuring or changing of any copyright, trademark, hyperlink or other proprietary rights notices contained in or on the Services, Site or any Content; (d) The submission of any Content or material that expresses or implies that such Content or material is sponsored or endorsed by the Company; (e) The use of the Services or Site to violate the security of any computer network or to transfer or store illegal material; or (f) The use of the Services or the delivery of any Content in violation of any applicable law, including the securities laws, intellectual property laws, right of privacy or publicity laws and any laws of any jurisdiction (including that of the United States of America) applicable to you or OiOi.guru.

(iii) You acknowledge that any communication from OiOi.guru does not constitute (a) an evaluation, confirmation, endorsement or verification of any user's or other party's statements, (b) a recommendation for any investment, or (c) a representation or warranty by OiOi.guru with respect to any investments.

(iv) You will not claim any ownership right in any Content displayed on, published by or otherwise available through the Services or Site, other than the Content that you own and which you have provided through the Services or Site.

(v) You will not copy or distribute any Content of any other Users except as specifically permitted pursuant to the Terms.

### **3. Privacy and Protection of Personal Information.**

OiOi.guru may collect and collate a variety of information regarding the use of the Services or the Site. OiOi.guru is the sole owner of all such information it collects. By using the Services or Site you consent to the transfer of your information to the United States and/or other countries for storage, processing and use by OiOi.guru. OiOi.guru uses industry-standard security measures to protect the loss, misuse and alteration of the information under our control. Although we make good faith efforts to store any non-public information provided to us through the Services or Site, or otherwise collected by OiOi.guru in a secure operating environment that is not available to the public, we cannot guarantee complete security. We cannot and do not guarantee that our security measures will prevent third party from illegally accessing our site and obtaining access to Content or information thereon.

### **4. Intellectual property and Copyright.**

**4.1. Your intellectual property.** You reserve all ownership rights on the content you submit to us (your "Content"). When you submit the Content, you agree with the following:

(i) You grant to us, and others acting on our behalf, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to use, and promote your content by exploiting the copyright, publicity, trademark, and database rights with respect to your Content.

(ii) You grant us the right to edit, modify, reformat, excerpt, delete, or translate any of your Content.

(iii) Your Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material.

(iv) If OiOi.guru or its users exploit or make use of your submission in the ways contemplated in this agreement, you promise that this will not infringe or violate the rights of any third party, including (without limitation) any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

(v) All information submitted to the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom that content originated. OiOi.guru will not be liable for any errors or omissions in any content.

**4.2. Compliance with DMCA.** OiOi.guru has adopted a general approach regarding copyright in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"). OiOi.guru removes material that is the subject of a compliant DMCA takedown notice. If you believe that any material on the Services or Site violates your rights in your copyrighted work, please notify OiOi.guru as soon as possible by sending an email to us at [legal@oioi.guru](mailto:legal@oioi.guru) containing the following information in accordance with the DMCA:

- (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (ii) identification of the copyrighted work claimed to have been infringed;
- (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) your contact information, including your address, telephone number, and an email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## **5. Disclaimers, Indemnity, Limitations of Liability.**

5.1. YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SERVICES AND SITE IS AT YOUR SOLE RISK, AND THAT THE SERVICES AND SITE ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

You agree to indemnify and hold OiOi.guru harmless from and against any damages, expenses (including legal costs and attorneys' fees), liability, causes of action, claims, demands, or settlements arising out of or related to: (a) your access to or use of the Services or Site, (b) the violation of the Terms by you, (c) the infringement by you, or any third party using your account, of any intellectual property rights or other right of any person or entity, or (d) any Content made available by you through the Services or Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

OIOI.GURU SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM OIOI.GURU SHALL CREATE ANY WARRANTY.

Under no circumstances will OiOi.guru be responsible for any loss or damage, including any loss or damage to any Content or personal injury or death, resulting from anyone's use of any Services or the Site, any third-party applications, software or Content posted on or through the Services or Site, or transmitted to Users, or any interactions between Users of the Services or Site, whether online or offline.

UNDER NO CIRCUMSTANCES WILL OIOI.GURU OR ANY OF OIOI.GURU'S PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR COST OF SUBSTITUTE PROCUREMENT, LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SERVICES or SITE OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, OR COST OF RECOVERY OR OTHER DAMAGES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES.

5.2 Third Party Websites. The Services or Site may contain links to other websites not controlled by us. We are not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us.

## **6. Term and Termination.**

The Terms will remain in full force and effect while you use the Site, any of the Services. You may terminate this TOS at any time by deleting your account, and ceasing to use the Services and Site. OiOi.guru may terminate your service in the event you violate any provision of the Terms. Upon termination of your service for any reason or no reason, you shall destroy and remove from all computers, and other storage media all Content (including, without limitation, copies of any intellectual property) owned by any other User of the Services or Site that you received as a result of your use of the Services or Site.

## **7. Miscellaneous.**

7.1 Governing Law and Jurisdiction. This Terms shall be governed by and construed in accordance with the laws of OiOi.guru incorporation venue without regard to choice or conflicts of law rules. You hereby

consent and submit to the jurisdiction and forum of the competent court in all questions and controversies arising out of the Terms.

7.2 Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to the Terms, you and OiOi.guru agree to first attempt to negotiate the case informally for at least thirty (30) days before initiating any court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to legal@oi oi.guru .

7.3 Disputes with other users. We don't become involved in disputes between Users, or between Users and any third party relating to the use of the Services and/or Site. If you have a dispute with another User, you hereby release OiOi.guru from and against all claims, demands, damages and other liabilities of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

7.4 No Partnership. It is expressly understood and agreed that neither the Terms nor anything in it shall constitute or be deemed to establish a partnership, or joint venture between OiOi.guru (or any of its offices, employees or agent) and you (or any of your offices, employees, agents or shareholders). In accessing or using the Services or Site, no User will have no authority to bind OiOi.guru in any way and nor will have the right or authority to make any representations to prospective users, customers or other persons on behalf of OiOi.guru.

7.5 Assignment. You may not assign the Terms or any of its rights or obligations under the Terms without OiOi.guru's prior written consent. OiOi.guru may assign the Terms or any of its rights or obligations under the Terms.

7.6 Severability. If any part of the Terms is declared unenforceable or invalid, the remaining will continue to be valid and enforceable.