

TERMS AND CONDITIONS

Updated effective from 01/02/2020

These terms and conditions (“User Terms”) apply to Your visit and use, of the Application whether through a computer or a mobile phone, the Service and the Application, as well as to all information, recommendations and or services provided to You on or through the Application, the Service and the Application. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the “I ACCEPT” button, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE THE APPLICATION. If You do not accept any of the User Terms, then please do not use the Application or avail any of the services being provided therein. YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND SPIRAL GALAXY IN RESPECT OF THE USE AND SERVICES OF THE APPLICATION.

Your acceptance of the User Terms shall be deemed to include your acceptance of the privacy policy available at *MotionFilm.co*

By accepting these User Terms, you also allow Spiral Galaxy to send you promotional emails and SMS alerts from time to time.

IT IS HEREBY EXPRESSLY CLARIFIED THAT THESE USER TERMS WILL BE APPLICABLE TO ALL USERS WHO AVAIL OUR SERVICES

INVESTMENT MANAGEMENT

That Spiral Galaxy shall provide investment advisory services to each website User generated by Spiral Galaxy for film projects (“projects”) listed on the Websites.

ELIGIBILITY

You will be “Eligible” to use the Services only when You fulfil all of the following conditions:

- a. You have attained at least 18 (eighteen) years of age.
- b. You are competent to enter into a contract under the Applicable Laws.

If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into contracts such as this User Terms due to age, You must abide by such age limits.

1. REGISTRATION AND ACCOUNT

1.1 You understand and acknowledge that You can register on the Application only after complying with the requirements of this Clause 1 and by entering Your Registration Data.

1.2 You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.

1.3 You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account, whether initiated by You or any third party. Your Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.

1.4 Except for the Registration Data or any other data submitted by You during the use of any other service offered through Application (“Permitted Information”), Spiral Galaxy does not want You to, and You should not send any confidential or proprietary information to Spiral Galaxy on the Application or otherwise, unless otherwise required by Applicable Laws. In accepting these User Terms, You agree that any information or materials that You or individuals acting on Your behalf provide to Spiral Galaxy other than the Permitted Information will not be considered confidential or proprietary.

1.5 We allow You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately reach Us at _____

1.7 In case you are unable to access your account, please inform us at _____ and make a written request for blocking Your Account. We will not be liable for any unauthorised transactions made through Your Account prior to the expiry of 72 (seventy-two) hours after You have made a request in writing for blocking your Account, and shall not have any liability in case of Force Majeure Event.

2. PACKAGE PROJECT

- 2.1 Spiral Galaxy will provide the Registered customers with Package Plans for an ongoing project which will be made by Spiral Galaxy. The Package Plan has a different amount for different projects and the Registered User has to check the Package Plan before selecting.
- 2.2 The Registered User can invest only in one Package Plan for one Project and if the User needs to invest more money then they have to recharge again for the project. The Registered User has the right to invest in multiple projects and they have to buy their Package Project accordingly.
- 2.3 Spiral Galaxy also have the right to update the pricing of projects and the updated Pricing plan will be updated on the Website. The updated pricing plan will not be applicable on the invested Project and will be applicable after the Project is updated. The Registered User will get the return according to the package plan on which the Registered User has selected.

3. BACKUP BUDGET

- 3.1 Backup Budget is a Budget Plan which is provided to the Registered User to invest amount which will be taken from the registered user for a Project whose Project Plan is already on the Website. The purpose of the Backup budget is to provide backup to those Projects in which an extra amount is required to complete the Project. The budget of the Backup Budget will be limited and no further amount will be taken after the limit is complete. The Registered User will only be able to invest in the Backup Budget only if they agree to the conditions of the Backup Budget.
- 3.2 The Backup Budget will be used if the Package Project requires extra amount in the production of a movie and Spiral Galaxy will not take any guarantee that all or any amount in the Backup Budget will be invested. The investment of the Backup Budget will depend on how much amount is required from the Backup Project. The investment of the backup Project will be depending on who had invested the amount first in the Backup Budget.
- 3.3 The Principal amount invested in the Backup Budget will be refunded to the Registered User if such invested amount is not used in the production of the Project. The amount invested in the Backup Budget will be refunded to the Registered user on the first day of the release of the Project. Refunded amount will be your invested amount in the Backup Budget.
 - a. If the film gets cancelled during the production then The Company will return the full invested principal amount. You are free with these consequences,

- b. If your amount will not be used it will be returned on the first day of release of the project, without package amount.
- c. Refund amount will be your invested amount not package amount or GST or transaction charges.

4. PAYMENTS

5. RETURNS

- 5.1 The Registered User will get the return from the revenue incurred by the Spiral Galaxy. The returns will be provided from the amount invested according to the Package Project. The percentage of return which will be provided to the Registered User will be already provided in the Package Project selected by the Registered User.
- 5.2 Spiral Galaxy will be liable to provide only three types of revenue provided below:
 - a. Theater Return
 - b. Online Streaming Return (incurred in one year)
 - c. All Television Broadcast (Domestic and International incurred in One year)
- 5.3 The Returns to the Registered User will be provided only for a term of one-year only and the Registered User will have the option to change the year of revenue according to the subscription plan provided to the Registered User. Returns on the sale of Digital Video Disc, Blu-Ray Video-on- Demand on Airports or any other places asked by the Spiral Galaxy or download sales and rental or any other distribution channel will not be included.

6. WITHDRAWAL

- 6.1 Spiral Galaxy provides a minimum lock-in period of invested amount to the Registered User of two (2) months after investing the amount in a Package Project. Time is required to collect the amount from the different Registered User. The Registered User will have the option to withdraw the amount from the Package Project only after two month of the investment in the Package Project. The withdrawal of the amount invested will take approximately 4-5 working days to be completed from the date of filing for withdrawal.
- 6.2 With regards to the withdrawal of the amount from the Package Project after the release of the movie will be withdrawn only when the movie will be removed from all the theatres. All the revenue except the revenue from the theatre can be withdrawn only after two months of the release of the movie.

7. NRI

- 7.1 Currently the Spiral galaxy is not accepting investment from the Foreign Individuals or other Foreign Companies.

8. COMPANY RESPONSIBILITIES

- 8.1 Company will be responsible for finding new projects in the market and promote the same on the websites. The Company will also carefully research the selection of the Projects before finalising the project. The selected projects will then be sent to the investor through the Company and the Company will be responsible for the completion of the project on time.
- 8.2 Company will be responsible for handling all activity regarding the project. All the financial management such as management of funds, collection of profit, distribution of funds, etc. will be managed by the Company. Selling of film rights will also be managed by the Company.
- 8.3 Company will be responsible for holding the project rights and also managing Project production activity. The contract for the project team member as well as drafting of agreement with investors and Project creators will also be done by the Company.

9. INVESTMENT RISK WARNING AND RISK MANAGEMENT APPROACH

- 9.1 Spiral Galaxy works to make the investment Project successful by doing a complete due diligence and research on the Projects also background check of the directors and casts of the movies and also check the experience and track records of the producers before investment of money and after proper research Spiral Galaxy provide hand picked Projects to the Registered User.

10. TIME PERIOD

- 10.1 Spiral Galaxy and the User will have an Agreement for One year.
- 10.2 The time period per project will depend on Project to Project basis. Spiral Galaxy will not be responsible for any delay in the release of the Film. The investor will have to wait till the Project is complete.
- 10.3 Spiral Galaxy will not be responsible for any delay in the release of the film and the investor has to wait till the Project is Completed. If the film is banned for any reason by the Censor Board, no amount will be refunded to the investor.

11. REFUND

- 11.1 Spiral galaxy will not return the Project Package price in any condition once the amount is invested in the Project. The Principal amount will be refunded only if the production of the film gets cancelled and the film never starts. If in any case, the production of the ongoing film has stopped permanently then Spiral Galaxy will be liable only to pay the amount left in the funds and not the full amount of the Investors.

12. COPYRIGHT AND TRADEMARKS

- 12.1 Spiral Galaxy and other parties own the trademarks, logos and service marks displayed on this website. These may not be used without the written permission of the Spiral Galaxy or the party owning these. Materials on this site are protected by copyright. No part of these materials may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way for commercial or public purposes without the Spiral Galaxy's prior written consent. No Warranties Whilst every care has been taken in preparing the information materials contained in this website, such information and materials are provided "as is" without warranty of any kind, either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a purpose or freedom from computer viruses is given in connection with such information and materials.

13. LINKED WEBSITES

- 13.1 Spiral Galaxy or any other Spiral Galaxy member is not responsible for the contents available on or the set-up of any other websites linked to this site. Access to and use of such other websites is at the user's own risk and subject to any terms and conditions applicable to such access/use. By providing hyperlinks to other websites, Spiral Galaxy shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the service/products they provide on their website, or have any form of cooperation with such third-parties and websites. Spiral Galaxy is not a party to any contractual arrangements entered into between You and the provider of the external website unless otherwise expressly specified or agreed to by Spiral Galaxy.
- 13.2 Spiral Galaxy may at any time revise these terms by updating this posting. By using this web site, You agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms to which you are bound.

14. EMAIL

- 14.1 Email messages sent to the Spiral Galaxy over the Internet cannot be guaranteed to be completely secure. Spiral Galaxy is not responsible for any damages incurred by users if they send a message to the Spiral Galaxy, or if Spiral Galaxy sends a message to them at their request, over the Internet. Spiral Galaxy is not responsible in any way for direct, indirect, special or consequential damages arising out of the use of this website.

15. TRANSMITTING OVER THE INTERNET

- 15.1 Due to the nature of the Internet transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. Spiral Galaxy is not liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions you send.

16. DOWNLOADING

- 16.1 We do not represent or warrant that the Site will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site.

17. FORCE MAJEURE

- 17.1 Any delay in or failure to perform any obligations under this User Terms, will not constitute a breach of these User Terms to the extent caused by the acts of any government authorities, act of God, fire, flood, explosion, riots, war, rebellion, insurrection or other event beyond the reasonable control of that Party (“Force Majeure”)

18. INDEMNITY

- 18.1 The User shall indemnify, defend and hold harmless Spiral Galaxy and its managers, members, partners, principals, advisors, officers, directors, representatives, employees, owners, attorneys’ and agents against any and all liabilities, judgments, obligations,

losses, damages, claims, actions, suits or other and reasonable costs, expenses and disbursements (including legal and accounting fees and expenses) of any kind and nature whatsoever that may be imposed on, incurred by, or asserted at any time against such Individual (whether or not indemnified against by other parties) in any way related to or arising out of this Agreement or the action or inaction of such Individual hereunder, except that no such Individual shall be entitled to indemnification for Losses with respect to any matter as to which such Individual shall have been finally adjudicated in any such action, suit, or other proceeding, or otherwise by a court of competent jurisdiction, to have committed an act or omission involving his, her or its own willful misconduct, gross negligence, or reckless disregard of his, her or its obligations hereunder.

19. SEVERABILITY

- 19.1 Any provision which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

20. DISCLAIMER OF CONSEQUENTIAL DAMAGES

- 20.1 In no event shall Spiral Galaxy, or any parties, organizations or entities associated with the corporate brand name Spiral Galaxy or otherwise, mentioned at this Web Site be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use the Web Site and the Web site material, whether based on warranty, contract, tort, or any other legal theory, and whether or not such organizations or entities were advised of the possibility of such damages.

21. ENTIRE AGREEMENT

- 21.1 This Agreement embodies the entire agreement and understanding among the parties and supersedes all prior or contemporaneous agreements and understandings, oral or written, relating to the subject matter of this Agreement. Except as otherwise provided, this Agreement is not intended to confer upon any third party any rights or remedies under this Agreement.

21. DECLARATION OF ACCEPTANCE

By using this Website, the User declare that:

They have read, understood and agreed to abide by the above “Terms and Conditions”.

They give consent to the use of my personal information as set out above.

Declare that the information provided by them in the application is true and correct. I understand that it is an offence to submit fraudulent documentation in support of a course application, and that where fraudulent documents are detected, the profile will be rejected/paused , any offer of enrolment will be withdrawn, and the matter may be reported to relevant law enforcement agencies.