

# The LockitScript Terms of Use

By using the website Lockitnetwork.com (“the Site”), the mobile application LockitScript (“App”), the LockitNetwork servers (“Server”), the LockitNetwork Production Service (“Service”), the LockitWebTools (“WebTools”), you are agreeing to be bound by the following terms and conditions:

## Description of Service

We provide on-set metadata management for film, TV, and video (“Projects”) by means of the App for script supervisors, and WebTools for DITs and post-production on a project-to-project basis. You may use the Services for your personal and business use. You may use WebTools or the app using any Internet browser or mobile device supported by Us, whichever applies. You are responsible for obtaining access to the internet and the equipment necessary to use the App or the WebTools. You can create and edit content with your user account.

## Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services.

## Fundamental Terms

1. You are responsible for any activity that happens under your username.
2. It is your responsibility to keep your login details secure.
3. You are not allowed to share your personal account with others.
4. Your use of the Services is subject to the Privacy Policy.
5. You must not abuse, harass, threaten, impersonate or intimidate other users.
6. You may not use the Services for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
7. You are responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, that you upload to our Server.
8. You must not modify, adapt or hack the App or the WebTools or modify another website to falsely imply that it is associated with the Service or LockitNetwork.
9. You must not create or send unwanted email (“spam”) to any member of the Services.
10. You must not transmit any viruses, ransomware or malware or any other code of a destructive nature.
11. You must not violate any laws in your jurisdiction like copyright laws in the use of Services.
12. Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall LockitNetwork be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. this limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you.

Violation of any of these terms will result in the termination of your LockitScript account. While LockitNetwork prohibits such conduct, you understand and agree that we are not responsible for the content posted on any of the Services and you nonetheless may be exposed to such materials and that you use the Services at your own risk.

## General Conditions

1. We reserve the right to modify or terminate the Services for any reason, without notice at any time.
2. We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via email according to the preference expressed on your account. What constitutes a "material change" will be determined by us acting in our sole discretion exercised in good faith and using common sense.
3. The use of the Software is subject to a license agreement (the "License Agreement"). Notwithstanding anything to the contrary in this Terms of Use, where the Terms of Use and the License Agreement differ, the License Agreement shall prevail.
4. We reserve the right to refuse service to anyone for any reason at any time.
5. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.
6. The Services are provided "as is" and without warranties of any kind either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement.
7. By accessing the Site, you agree that all matters relating to your use of the Services shall be governed by and construed in accordance with the laws of the Federal Republic of Germany and the European Union, without giving effect to any principles of conflicts of law, whose Courts shall have exclusive jurisdiction to resolve all disputes arising from the use of the Services.

## Communications from LockitNetwork

The Service may include certain communications from LockitNetwork, such as service announcements, administrative messages and newsletters. These communications shall be considered part of using the Services. We also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

## Fees and Payments

1. We provide the App and WebTools "as-is" as a worldwide, non-exclusive license with cost in the Apple App Store ("App Store"). All Terms and Conditions for mobile applications in the App Store apply to the App as well. The scope of features offered in the App is subject to change. We reserve the right to alter functionalities and features without further notice.
2. The Service is purchasable per Project by number of shooting days with varying service levels provided, depending on the booked plan. Payments can be made by bank transfer after invoicing. Your contract will automatically be terminated by the end of the agreed Project duration. If you wish to continue using the Service, you must contact Us and purchase additional days.
3. From time to time, we may change the price of the Service or charge for services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle. You will not be charged for using our Service unless you have opted for a paid plan.

## Copyright

1. We claim no intellectual property rights over the material you use or create using the Software or which you publish to the LockitNetwork Server. Your profile and any materials uploaded remain yours.
2. By uploading and storing footage to our Server and the WebTools ("Material") you agree that only you, or those who have been given access to the Project will have access to your Material and you therefore agree to allow us to store them accordingly.
3. By sharing Material through the Server ("Shared Material") you agree to allow other LockitNetwork users with access to your Project to view and edit your Shared Material, and you therefore agree to allow us to display and store them accordingly.
4. The trademarks, logos and service marks ("Marks") displayed on the Services are the property of LockitNetwork. You are not permitted to use the Marks unless you have the prior written consent of LockitNetwork.
5. We will undertake commercially reasonable efforts to obey all relevant copyright laws. We will review claims of copyright infringement received and remove content deemed by us, acting in our sole discretion, to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:
  - i) a physical or electronic signature of the copyright owner or the person authorized to act on its behalf;
  - ii) a description of the copyrighted work claimed to have been infringed;
  - iii) a description of the infringing material and information reasonably sufficient to permit us to locate the material;
  - iv) your contact information, including your address, telephone number, and email;
  - v) a sworn 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; and
  - vi) a sworn statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Claims can be sent to LockitNetwork GmbH, Schleissheimer Str. 181, 80797 Munich, Germany.

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