

Please take a moment to read carefully through these Terms of Service. By accessing or using any part of the Services (as defined below), you signify your agreement to these Terms. If you do not agree to these Terms, you may not access or use any Service. Squadflix or its affiliates (“We” or “us” or “Squadflix”) is pleased to provide you its online service, including services enabling users to create, watch, and share clips of television shows and other content.

These Terms of Service (“Terms”) govern all use of Squadflix app, company’s online services and applications, (ii) the mobile applications owned or operated by Squadflix, (iii)

These Terms include a release by you of, and limitations on, claims for certain damages against us that may arise out of your use of the Service. By using the Service, you are agreeing to the release and limitations.

ACCESS

Subject to your compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, license, with no right to sub-license or create derivative works (except to the extent required to be permitted by law), to download, install, access and use the Service solely for your personal, non-commercial use on computers and/or devices that you own or control. This license is subject to you: (a) not copying our software; (b) not removing, modifying or obscuring any copyright, trademark, or other proprietary rights notices on the Service; © not reverse engineering, decompiling, or disassembling the Service; and (d) not accessing, creating or modifying the source code of the Service in any way.

We reserve any and all rights not expressly granted to you pursuant to this agreement. The limited rights granted to you to download, install, access and use the Service comprise a limited license and do not constitute the sale of any software program.

You alone are responsible for any costs you incur to access the Internet.

The following terms and conditions apply to you only if you are accessing or using any parts of the Service through a mobile app (an “iOS App”) from the Apple App Store and the Google Play Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to use of the iOS and Android App. You acknowledge and agree that these Terms are solely between you and Us, not Apple nor Google, and that Apple and Google have no responsibility for the App or content thereof. Your use of the iOS App or Android App must comply with the App Store and Play Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS and Android App. In the event of any failure of the iOS or Android App to conform to any applicable warranty, you may notify Apple or Google, and Apple or Google will refund the purchase price, if any, for the iOS or Android App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS and Android App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and SQUADFLIX acknowledge that Apple is not responsible for addressing any claims by you or any third party relating to the iOS or Android App or your possession and/or use of the iOS and Android App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS or Android App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and SQUADFLIX acknowledge that, in the event of any third party claim that the App or your possession and use of that iOS or Android App infringe that third party’s intellectual property rights, SQUADFLIX, not Apple, nor Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the iOS or Android App. You and SQUADFLIX acknowledge and agree that Apple and Google, and Apple and Google’s subsidiaries, are third party beneficiaries of these Terms as they relate to your license of the iOS and Android App, and that, upon your acceptance of the Terms, Apple or Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

PRIVACY

We believe your privacy is very important. Please review our [Privacy Policy](#) to learn more about our privacy practices and how we will use any data we receive. By accessing or using the Service, you acknowledge that you have read, understood and accepted our Privacy Policy, which is incorporated into these Terms by reference.

ACCOUNT

To access some features of the Service, you may be required to create account(s) or connect via a third party social network like Facebook. When creating an account on the Service, you agree that all account registration information you submit will be accurate and updated. You are prohibited from choosing a user ID: (a) that is subject to the rights of another person without permission; (b) with the intent to impersonate another person, entity, business or organization; or © that is inappropriate, offensive or obscene. We reserve the right to refuse account registration, or to suspend or terminate your account for any reason or no reason.

In the process of creating an account you will be required to provide a valid email address so that we may contact you about your account, service updates and/or interruptions, provide you with newsletters, and promote special offer(s), including third-party offers. All information that you provide to register with the Service is subject to our Privacy Policy.

It is important that you keep your account information secure and confidential, and you agree to notify us immediately of any unauthorized use of your account and agree that SQUADFLIX is not liable for any loss or damage arising from your failure to safeguard your password. You agree that you will be solely responsible (to SQUADFLIX, and to others) for all activity that occurs on your account.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in any account stored or hosted on the Service, and you further acknowledge and agree that all rights in and to such accounts are and shall forever be owned by and inure to the benefit of SQUADFLIX. You may not transfer, share or make available your account information to others. Any distribution by you of your account information may result in suspension, termination or cancellation of your access to the Service.

AGE RESTRICTIONS

The Service is intended for users aged 18 or older. This is because some of the content and/or advertising on the Service may be unsuitable for minors under the age of 18.

If you are aged 13 to 18 years old, or are otherwise a minor in your country of residence, you should have a guardian's approval to use the Service, and review these Terms with that guardian. If we determine that you are under the age of 18 and misrepresenting your age, we reserve the right to terminate your account.

The Service is not directed at children under 13. We do not knowingly collect personal data from children under 13, and if we become aware that a child has provided us with personal data, we will take steps to remove such information and terminate the account.

USE RESTRICTIONS

Your license to use the Service is conditioned upon the following restrictions:

You agree that you will not under any circumstances:

- post comments that are abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the Service for any unlawful, harassing, unethical or disruptive purpose or for the promotion of illegal activities;
- use the Service to ask users for their personal information;
- use the Service for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- use the Service to post, transmit, or cause to be posted or transmitted any content that constitutes spam;
- use, reproduce, or remove any copyright, trademark, or other proprietary notions from any the Service or third party partner materials;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- tamper, interfere with or disturb the Service's functionality;
- decompile, disassemble, reverse engineer, or reverse assemble the Service or any part of it, or otherwise attempt to discover any the Service source code or underlying proprietary information;

- bypass any measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

CONTENT PROVIDED BY YOU

Once registered on the Service, you may have the opportunity to publish, transmit or otherwise make available certain content, including user comments, photos, images, and other material or information (collectively, "User Content"). You are solely responsible for the User Content that you post on the Service, and we reserve the right to remove any User Content at our discretion.

By posting and transmitting any User Content while using the Service, you agree that:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not publish information that is malicious, false or inaccurate;
- You will not publish information that improperly claims the identity of another person
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms, remove any of your User Content, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of your User Content. We do not, and cannot, pre-screen or review all User Content, and therefore cannot be responsible for it. However, at our discretion, we, or technology we employ, may monitor and/or record your activities on the Service.

All User Content shall be deemed, and shall remain, the property of the uploading user from the moment of creation. You hereby grant Squadflix a non-exclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use, copy, modify, adapt, create derivative works from, distribute, display, publish, and otherwise exploit any User Content provided by you on the Service as well as all modified and derivative works thereof, in whole or in part, in any languages and in any media now known or not currently known, without any further notice or attribution to you, and without any requirement of permission from or payment to you (or any other person or entity). To the extent permitted by applicable laws, you hereby waive any moral rights you have in any User Content. You hereby Squadflix requires the use of your camera so that to connect the User to a group of Users. Hence, we do not collect, record, capture any photographs or clips of any without informing the User. You represent and warrant that you have all the rights and authority necessary to grant the rights to any User Content you submit and the User Content you submit on the Service will not violate the rights of any third party, including without limitation any copyright, property, or privacy right. In the event any User Content you submit or post on or through the Service infringes on another's intellectual property rights, Squadflix will remove all such User Content if properly notified that such User Content infringes on another's intellectual property rights. Squadflix reserves the right to remove User Content at any time without prior notice.

Squadflix does not, and cannot, pre-screen or monitor all User Content. However, our representatives may monitor and/or record your communications (including without limitation chat text) when you are on the Service, and you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications. We do not assume responsibility or liability for User Content that is generated by users. We have the right, but not the obligation, in our sole discretion, to edit, refuse to post or remove any User Content.

CONTENT PROVIDED BY US

With the exception of User Content submitted by you, all other content, software (including source code), logos, icons, the Service's "look and feel," text, graphics, images, video clips, sound clips, notices, data, page layout, and selection and arrangement of the content on the Service is either owned by us or licensed to us, and is subject to copyright, trademark rights, and other intellectual property rights of Squadflix or our licensors. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold,

licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Squadflix or, where applicable, Squadflix's licensors. Squadflix and its licensors reserve all rights not expressly granted in and to their content. Any third party trademarks present on the Service are trademarks of their respective owners. Any images of persons or personalities contained on the Service are not an indication or endorsement of Squadflix or any particular product or Squadflix's service unless otherwise indicated.

By accessing the Service you agree not to engage in any of the following activities in relation to any programming (or other IP) owned or distributed by us or our partners as well any digital media player provided in the Service, clips, advertisements, graphics and characters: (a) modifying or using any content otherwise than as allowed under these Terms; (b) using, marketing or re-distributing any content through any software application other than the Service; © downloading, re-transmitting, reproducing or storing the content on any device or media (other than for any brief periods of time necessary for streaming of any content); and/or (d) reformatting, optimizing or customizing the content for display, distribution or transmission.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringer Accounts. Squadflix respects the intellectual property rights of others and requests that our users do the same. Pursuant to Article L111-1(i) of the "Code de la Propriété intellectuelle", we have implemented a policy that provides for the termination in appropriate circumstances of users who are repeat infringers. We may terminate access for users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Code de la Propriété intellectuelle (see Article L112-2) by sending the following information in writing to Squadflix's designated copyright agent by email contact@squadflix.com :

- The date of your notification;
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
- A statement 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
- 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 owner of an exclusive right that is allegedly infringed.

We will respond expeditiously to claims of copyright infringement using the Service that are reported to our copyright agent in the notification explained above. It is our policy, in appropriate circumstances and at our sole discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others. We reserve the right to remove User Content alleged to be infringing at any time without prior notice and at our sole discretion.

© Counter-Notices. If you believe that User Content that has been removed from the Service is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

- The date of your notification;
- A description of the content that has been removed and the location at which the content appeared before it was removed;
- A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and

- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the District court in France and a statement that you will accept service of process from the person who provided notification of the alleged infringement. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in France and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

We will respond expeditiously to claims of copyright infringement using the Service that are reported to our copyright agent in the notification explained above. It is our policy, in appropriate circumstances and at our sole discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others. We reserve the right to remove User Content alleged to be infringing at any time without prior notice and at our sole discretion.

THIRD PARTY SITES

The Service may enable you to access other sites, including but not limited to Facebook, IMDB, Wikipedia, and their mobile applications. When you click a link, we may not warn you that you have left the Service and are subject to the terms and conditions (including privacy policies) of another website or destination. These sites and apps are not owned or controlled by Squadflix, and as a result, we are not responsible or liable for, and you release us from, any loss or damage incurred by you as a result of any dealings between you and these third parties, or the failure of these third party sites or apps to function properly. The inclusion of any link or grant of access on the Service does not imply or express an affiliation or endorsement of the site or app or its contents. The Service may also enable you to share content from the Service with a third party, which may be publicly posted on that third party's site or application, and would therefore be subject to the third party's terms of service and privacy policy. You are responsible for reading the third party's terms of service and privacy policy, and you acknowledge that TLI is not responsible or liable for, and you release us from, any loss or damage incurred by you as a result of your access and interaction with such third parties.

ADVERTISING

The Service may deliver third party advertisements. This advertising may be contextually related to your location, your usage behavior on the Service, or based on other information you have provided to us or has been provided to us by third parties. Any dealings you have with advertisers while using the Service are between you and the advertiser, and you agree that we do not endorse, and are not responsible for, the content, safety, accuracy, or legality of any third party goods or services advertised on the Service.

WARRANTY DISCLAIMER

YOU AGREE THAT USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. THE SERVICE IS PROVIDED "AS IS, AS AVAILABLE" WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. SQUADFLIX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SECURITY, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. NEITHER SQUADFLIX NOR ITS SUPPLIERS AND LICENSORS MAKES ANY WARRANTY OR GUARANTEE THAT THE SERVICE WILL BE ERROR FREE, RELIABLE, OR FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SERVICE WILL BE TIMELY AND UNINTERRUPTED.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION, IN NO EVENT SHALL SQUADFLIX, ITS DIRECTORS OR EMPLOYEES, OR ITS LICENSORS AND PARTNERS (THE "SQUADFLIX PARTIES"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND, HOWEVER ARISING, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (A) YOUR USE OR MISUSE OF THE SERVICE OR ANY PART OF THE SERVICE; (B) ANY CLAIM THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY; (C) YOUR BREACH OR ALLEGED BREACH OF ANY PROVISION OF THESE TERMS; (D) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (E) ANY USER CONTENT YOU POST OR SHARE ON OR THROUGH THE SERVICE; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, REGARDLESS OF THEIR ORIGIN; (G) ANY OTHER INTERACTION WITH THE SERVICE OR ANY OTHER USER OF THE SERVICE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY

OTHER LEGAL THEORY. YOU AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO DISCONTINUE USE OF THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION, IN NO EVENT WILL SQUADFLIX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES OR LOSSES EXCEED THE GREATER OF (I) THE AMOUNTS YOU HAVE PAID SQUADFLIX TO USE THE SERVICES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, AND HOLD HARMLESS THE SQUADFLIX PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, TAXES, FINES, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR ANY APPLICABLE LAWS OR YOUR USE OF THE SERVICE. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

DISPUTE RESOLUTION AND GOVERNING LAW

THIS SECTION APPLIES TO ALL USERS OF THE SERVICE TO THE FULLEST EXTENT ALLOWABLE BY LAW. BY ACCEPTING THESE TERMS YOU EXPLICITLY WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AGAINST SQUADFLIX.

This section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

Informal Process First

You agree that in the event of any dispute between you and SQUADFLIX, you will first contact SQUADFLIX and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

Arbitration Agreement

After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of SQUADFLIX's services and/or products, including the Service, or relating in any way to the communications between you and SQUADFLIX or any other user of the Service, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and SQUADFLIX. However, this arbitration agreement does not (a) govern any Claim by SQUADFLIX for infringement of its intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use this Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and SQUADFLIX are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to Squadflix SAS, 55 rue Decrombecque, 62300 LENS. The arbitration will be administered by the Commission Nationale de l'Informatique et des Libertés (CNIL) under its rules including, if you are an individual, the CNIL's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Service on behalf of an entity, the CNIL's Supplementary Procedures for Consumer-Related Disputes will not be used. The CNIL's rules are available at <https://www.cnil.fr/> or by calling 01 53 73 22 22.

The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the French language. French law will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the CNIL's rules. If you are an individual and have not accessed or used the Service on behalf of an entity, we will reimburse those fees for

claims totaling less than 10,000€ unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

Opt-Out of Arbitration

If you do not want to arbitrate disputes with SQUADFLIX and you are an individual, you may opt out of this arbitration agreement by sending an email to contact@squadflix.com within thirty (30) days of the first of the date you access or use the Service after these Terms are made effective.

Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and SQUADFLIX each waive any right to a jury trial.

Venue and Governing Law

These Terms shall be governed by the internal substantive laws of France, without respect to its conflict of laws principles; except that aspects of the Service that are accessed from France may also be subject to the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services transposed into French law by the Law Number 2004-575 of 21 June 2004 regarding confidence in the digital economy. Except as otherwise provided in these Terms, you and SQUADFLIX may litigate in the Tribunal d'Instance de Paris, to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Paris, Ile-de-France, and you and SQUADFLIX agree to submit to the personal jurisdiction of that court.

CHANGES TO TERMS

We are constantly updating the Service, and that means we reserve the right to update these Terms for any reason. If we make changes that are material, we will attempt to notify you, including by updating the "LAST MODIFIED" date at the top of these Terms. However, it is your sole responsibility to review the Terms from time to time to view any such changes. If you continue to use the Service, you signify your agreement to our revisions to these Terms. If you disagree with any of our changes, you should discontinue your use of the Service.

TERMINATION

We reserve the right to change, suspend or discontinue (temporarily or permanently) the Service at any time, with or without cause, and may not be able to provide you with prior notice of such changes, suspension or discontinuation. We may also change, restrict or terminate your access to the Service any time, with or without cause. We are not liable to you or to any third party for any changes, suspension, or restriction to, or termination of the Service.

If you wish to terminate your account, you may simply discontinue using the Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability. Our rights under these Terms will survive any termination of these Terms.

GENERAL TERMS

If any part of these Terms is held invalid or unenforceable, that portion of the Terms will be construed consistent with applicable law, and the remaining portions will remain in full force and effect. Any failure on the part of SQUADFLIX to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision.

We may assign or delegate these Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.