

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

1. TERMS OF WEBSITE USE

- 1.1. These terms of use ("**Terms of Use**"), together with the documents referred to herein, will apply when making use of our website <http://www.filmspace.co.za> and/or any social network website we make available to you ("**our website(s)**"). **Please read these Terms of Use carefully before making use of our website. By accessing our website, you agree to these terms and conditions. We recommend that you print a copy of these Terms of Use for future reference.**
- 1.2. These Terms of Use also refer to our [Privacy Policy](#) which sets out the conditions on which we process any Personal Information we collect from you, or that you provide to us or that we may obtain from a third party about you, which also apply to your use of our website. By using our website or Services, you consent to such processing in accordance with our Privacy Policy.
- 1.3. If you register as a Host or Filmmaker to use our Services then take note that our Terms of Services will apply (read with these Terms of Use).
- 1.4. **If you do not agree to these Terms of Use, we advise you to refrain from making use of our website.**

Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit our risk and liability, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify us or is an acknowledgement of any fact by you.

2. INFORMATION ABOUT US

- 2.1. Website: Our website is owned and operated by Filmspace (Pty) Limited (Registration number:2019/168567/07 ("we", "us", "our").
- 2.2. Our physical and postal address is: 3rd floor, ICON Building, 24 Hans Strijdom Avenue, Cape Town, 8000. ("Premises").
- 2.3. Email address: hello@filmspace.co.za

3. CHANGES TO THESE TERMS

- 3.1. We may change these Terms of Use or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on our website.
- 3.2. Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you. Take note, the Terms of Service will apply to our Services.

4. CHANGES TO OUR WEBSITE

- 4.1. We may update our website from time to time, and may change the Content at any time.
- 4.2. Subject to any of our Terms of Services that may apply when utilizing our services, we may stop publishing our site at any time without notice and will not be responsible for any consequences.



Imagine. Connect. Create.

+27 76 569 0568

hello@filmspace.co.za

filmspace.co.za

3rd Floor, Icon Building

24 Hans Strijdom Avenue

Cape Town, 8001, South Africa

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- 4.3. Please note: The Content on our website is provided for general information purposes only. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our site is at all times accurate, complete, free from errors or omissions or up-to-date.

5. ACCESSING OUR WEBSITE

- 5.1. **Access to our website** is made available free of charge.
- 5.2. Access to our Services will require you to register with us and to create a Profile. Only registered users (Host or Filmmaker) may access and use our Services. Our Services are subject to the Terms of Service.
- 5.3. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.
- 5.4. **You are responsible for making all arrangements necessary for you to have access to our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 5.5. You are also responsible for ensuring that all persons who access our website through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

6. RIGHTS GRANTED TO YOU

- 6.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license ("License") to access and use our website and Content at any time, solely for your personal, non-commercial use, on any device which you are the primary user.
- 6.2. We may terminate this Licence at any time for any reason.
- 6.3. Any rights not expressly granted herein are reserved by us.

7. PROHIBITED USES

- 7.1. You may not use our website, Content or Services:
- 7.1.1. in any way that breaches any applicable local, national or international law or regulation (including property rental and Intellectual Property laws);
 - 7.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 7.1.3. in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/or sale of illegal substances, services, information and/or devices;
 - 7.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);

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- 7.1.5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website;
- 7.1.6. to access, without authority, interfere with, damage or disrupt any part of our website or the equipment or network on which the website is stored; and/or
- 7.1.7. in any way to facilitate or assist any third party to do any of the above.
- 7.2. You may further not (unless such right granted under these Terms of Use):
 - 7.2.1. remove any copyright, trademark or other proprietary notices from any portion of our website or from the Services available;
 - 7.2.2. reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website, Content or the Services (or any part thereof);
 - 7.2.3. decompile, reverse engineer or disassemble our website, Content or the Services except as may be permitted by applicable law;
 - 7.2.4. cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/or functionality of any aspect of our website;
 - 7.2.5. frame our website or any part thereof;
 - 7.2.6. access or use our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
 - 7.2.7. attempt to gain unauthorized access to or impair any aspect of our website or its related systems or networks.
- 7.3. E-mail addresses, names, telephone numbers, physical addresses and/or fax numbers published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from us to utilise same.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property available via our website and Services are owned (or co-owned or licenced, as the case may be) by us and all rights thereto are expressly reserved. Neither these Terms of Use nor your use of the website or Services conveys or grants to you any rights in or related to the website or Services, except for the limited license granted above and under the Terms of Services;

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- 8.2. **Filmspace Content:** Except as may be otherwise noted, the information, materials (including, without limitation, HTML, text, audio, video, white papers, press releases, data sheets, product descriptions, software and FAQs and other content) available on or from this website (collectively, "**Filmspace Content**") are the copyrighted works of us and its licensors, and we and our licensors expressly retain all right title and interest in and to the Filmspace Content, including, without limitation, all intellectual property rights therein and thereto. Except as expressly permitted in these Terms of Use, any use of the Filmspace Content may violate copyright and/or other applicable laws.
- 8.3. **Third Party Content:** In addition to Filmspace Content, the Site may contain information and materials provided to us by third parties (collectively, "Third Party Content"). Third Party Content is the copyrighted work of its owner, which expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.
- 8.4. **Limited Site Content License:** Except as provided in par 6 above, below, we grant you the limited, revocable, non-transferable, non-exclusive right to use the Site and the associated Filmspace Content and Third Party Content (collectively, "Site Content") by displaying the Site Content on your computer, and downloading and printing pages from the Site under the condition that (i) such activity is solely for your personal, education or other non-commercial use, use of our Services or for conclusion of the Location Agreement or Mobile Space Agreement, (ii) you do not modify or prepare derivative works from the Site Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any Site pages or Site Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the Site Content and (v) you do not copy any Site Content to any other media or other storage format.
- 8.5. **User Content:** If you elect to display, post, submit or otherwise make available to others, on the Site and via our Services any content or works of authorship, including, without limitation, images, software, audio files, text, or any other materials (collectively, "User Content"), you hereby grant to us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive right and license, including the right to grant sub-licenses to third parties, to use, reproduce, publicly display, publicly perform, prepare derivative works, modify and distribute such User Content, for purposes of our Services or to suspend the Services that may contain the User Content. In addition, you hereby irrevocably represent and warrant to us that (i) you have all necessary power, authority, right, title and/or licenses to grant to us the foregoing right and license and (ii) the posting, submission, display by you of User Content on the Site, and the exercise by us of the foregoing license does not and will not (1) violate any law or (2) infringe any intellectual property right of any third party. You hereby irrevocably agree to indemnify, defend and hold us, its affiliates, directors, officers, employees and agents harmless from and against any and all loss, costs, damages, liabilities and expenses arising out of or related to any third party claim resulting from a breach of the foregoing representations and warranties.

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- 8.6. Any use, distribution or reproduction of the Content is prohibited unless expressly authorised in writing or otherwise provided for in law.
- 8.7. You may draw the attention of others to the Content posted on our website or by sharing same via social networks or other means available.
- 8.8. We reserve the right to make improvements or changes to the Intellectual Property on our Site or Services, including that of a user in their profile.
- 8.9. Any enquiries regarding any of the above relating to intellectual property must be directed to us at hello@filmspace.co.za.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. We provide our website and Services to you on an "as-is" and on an "as-available" basis. to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it or Services, whether express or implied. in addition, we make no representation, guarantee or warranty regarding the timelines, quality, reliability, suitability, accuracy, correctness or availability of our website or any of our Services or information available on our website or provided by other users, or that the use of our website and Services will be uninterrupted or error-free or free of bugs or viruses, worms or trojan horses or other harmful components. Your access and use of our website and Services is done at your sole discretion and own risk. We recommend that you take your own precautions prior and during access to our website and use of our Services;
- 9.2. All Content or opinions of users made available on the website in relation to any of the Services are those of the authors and not us. While we make every reasonable effort to present such Content accurately and reliably on the website, we do not endorse, approve or certify such Content, nor guarantee the accuracy or completeness of such information on the website or from another user.
- 9.3. We function as an on-demand lead generation and related service only and make no representations, warranties or guarantees as to the actions or inactions of the users who may request locations and/or mobile spaces from you or provide Location and/or Mobile Space to you.

10. INDEMNITIES AND LIMITATION OF LIABILITY

- 10.1. You agree that it is within your sole discretion to use our website and Services and that the entire risk arising out of your use of same remains solely with you. You shall indemnify, defend (at our option) and hold us, our shareholders, employees, directors, partners and agents and successors in title ("indemnified") harmless from and against any and all liabilities, expenses (including reasonable legal fees and related costs), damages, penalties, fines other claims and taxes arising out of or related to: (a) your use of our website or Services, (b) your breach of your representations, warranties or obligations under these terms of use; or (c) a claim by a third party (including other users, regulators and governmental authorities) directly or indirectly related to your provision of Location or Mobile Space or your use of same. This

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indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.

- 10.2.** The indemnified shall not be liable in terms of the website or Services or your engagement under a Location Agreement or Mobile Space Hire Agreement for any of the following, whether based on contract, delict or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. except for our obligations to pay amounts due to the Host (see Terms of Service), but subject to any limitations or other provisions contained under these terms and conditions which are applicable thereto, in no event shall the indemnified liability under these terms and conditions exceed the amount of Service Fees actually paid to or due to us hereunder in the six (6) month period immediately preceding the event giving rise to such claim.
- 10.3.** Foreign law may be applicable to your use of the Services and/or our website and as such, you warrant that that you are at all times acting in accordance with the same foreign law, and indemnify us from any liability it may acquire by virtue of its supply of the website and/or Services.
- 10.4.** We will not be liable to you for any default or delay in the performance of our Services to you if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, labour unrest, court order, or any other circumstance beyond its reasonable control including fluctuations in communications or utility services ("force majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of alternative sources, workaround plans or other means.
- 10.5.** Different limitations and exclusions of liability may apply to liability arising as a result of the supply of Services by us to you, which will be set out in our Terms of Service.
- 10.6.** This clause will survive termination of this agreement.

11. SECURITY

- 11.1.** Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. We take reasonable security measures to ensure the safety and integrity of our website and to exclude viruses, unlawful monitoring and/or access to our website. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- 11.2.** To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the ECT Act, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the RIC Act.
- 11.3.** It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be

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free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

12. LINKING TO OUR WEBSITE

- 12.1. You may link to our website from your website or other social media page, but only to the Homepage or page of your service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- 12.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- 12.3. We reserve the right to withdraw linking permission without notice to you.
- 12.4. The website in which you are linking must comply in all respects with our Acceptable Use Policy.

13. CONTENT AND LINKS IN OUR WEBSITE

- 13.1. Where our website contains links (hyperlinks, deep links, framing) to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party content. We do not endorse such third party content and in no event shall we be responsible or liable for any information, material, products or services of such third party providers.
- 13.2. We do not purport to own the content on the other websites which may be shown on our website. Should the owner of any content showcased on our website(s) want the content to be removed, please write to hello@filmspace.co.za to request the removal of such content.
- 13.3. **Social networks:** You agree that when accessing, using and/or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, Twitter, LinkedIn, GitHub, YouTube or any other facility made available by us from time to time), you will-
 - 13.3.1. not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to you;
 - 13.3.2. not harass others or disclose personal information about others that could amount to harassment;
 - 13.3.3. not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;

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- 13.3.4. not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 - 13.3.5. not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - 13.3.6. not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - 13.3.7. not promote any activity that is illegal;
 - 13.3.8. not use software to harvest information from the social media network page;
 - 13.3.9. not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - 13.3.10. only upload or submit material to the social network page which either you own or which you have the permission of the owner of that material to submit;
 - 13.3.11. not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the social media networks' terms and conditions; or
 - 13.3.12. abide to the particular social network's Code of Conduct (i.e. Facebook) or Rules and Policies (Twitter) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and you warrant and undertake that you own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that we may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.
- 13.4. Social media is not a medium for conflict resolution or lodging complaints. Complaints must be sent directly to us by using our Contact Us page.**

14. ADVERTISING AND SPONSORSHIP

- 14.1. Our website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in our website complies with all applicable laws and regulations.
- 14.2. We, our member, employees, suppliers, partners, affiliates and agents (as the case may be) accordingly excludes, to the maximum extent permitted by law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

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15. BREACH, SUSPENSION AND TERMINATION

- 15.1. Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our website. When a breach occurs, we may take such action as we deem appropriate..
- 15.2. We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- 15.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- 15.4. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 15.5. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

16. APPLICABLE LAW AND JURISDICTION

Please note that these Terms of Use, its subject matter and its formation and provision of our Services, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court, which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

17. CHANGE OF OWNERSHIP

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our website.

18. ELECTRONIC COMMUNICATION AND CONTACT

- 18.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- 18.2. A Data Message is deemed to be **sent**:
 - **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system;
 - **By you**, at the time when we confirm receipt thereof.
- 18.3. A Data Message is deemed to be received:
 - **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does;
 - **By you**, once it enters your information system.

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- 18.4. As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- 18.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 18.6. **Expression of Intent** – use of our website: For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to these Terms of Use.

19. CONTACT US

- 19.1. Website functionality or any other recommendations: Send us an email at hello@filmspace.co.za.
- 19.2. Questions or queries about Services and related services: Contact us by way of our Contact Us page.
- 19.3. **Complaints (related to our website or Services):** We kindly request that you contact us first should you have any complaints or any other Service related issues. It is important to us that you are satisfied with our Services. You may use the contact information as per our Contact Us page. Please ask for a reference number if you speak to any of our representatives/ consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complain.
- 19.4. Legal Documentation or Notices
- Physical address: Clause 2 above;
 - Email: hello@filmspace.co.za (subject: "LEGAL");
 - Marked for the attention of: **Managing Director (Legal)**
- 19.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet or that you have supplied to use during creation of your user profile.
- 19.6. Any notice to you, or us, which is:
- sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
 - delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - sent by a Data Message to the addressee shall be deemed to be received as per clause 16 above.
- 19.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

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20. DEFINITIONS

- 20.1. **Content** means any information, images, icons, text, video, audio, data, lay-outs, images, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website or Services and include Third Party Content, User Content and Filmspace Content (see above);
- 20.2. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- 20.3. **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002;
- 20.4. **Filmspace Data** means all data related to the access and use of the Services, including all data related to Users (including User Information), all data related to the provision of the Services via our website or such other channels that are made available from time to time or such pattern data that may be created as a result of the users use of the Services
- 20.5. **Intellectual property** means all copyright works, patents, designs, Content, Filmspace Data, inventions, trade marks, trade names. Logos, service marks, tables and compilations of data, know-how, confidential information, (including but not limited to concepts, data processing techniques and workflows), registered or unregistered, which are available on our website and Services and created, invented and/ or developed during the execution of Services.
- 20.6. **Locations** means the physical filming locations made available by Hosts to Filmmakers on our website.
- 20.7. **Hosts** mean registered users who advertise and temporarily rent-out their physical filming locations to Filmmakers.
- 20.8. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 20.9. **POPI Act** means the Protection of Personal Information Act of 2013;
- 20.10. **Filmmakers** mean users who has registered and wish to rent physical filming locations advertised via our Services by Hosts.
- 20.11. **Services** mean our services as reflected on our website and/or promoted via other sites of ours, including the underlying software;
- 20.12. **RIC Act** means the Regulation of Interception of Communication and Provision of Communication-Related Information Act 70 of 2002; and
- 20.13. **Users** mean users of our website (including you!).

PRIVACY POLICY

Introduction

Filmspace (Proprietary) Limited ("Us", "We", "Our") operates <http://www.filmspace.co.za/> and is committed to protecting your privacy and complying with applicable data protection and privacy laws. This Privacy Policy will inform you as to how we process your Personal Information and tell you about your privacy rights and how the law protects you (as data subject).

By submitting Personal Information to us it will be seen as your consent to us to process the Personal Information. Reference to "consent", "your consent" or "your explicit consent" shall include the ticking of a tick box or clicking on a "submit" button or "I agree" button on our sites.

1. Important information and who we are

1.1. Purpose of this Privacy Policy

- 1.1.1. This Privacy Policy aims to give you information on how Filmspace collects and processes Personal Information through your use of this website, including any data you may provide when you register as a user, submit the required information to create a Profile, access our Services, take part in a competition or promotion or Personal Information we process when you send to us or receive from us other electronic communications (i.e. emails or LinkedIn). Filmspace shall take all reasonable steps to protect the Personal Information of users.
- 1.1.2. This website is not intended for children and we do not knowingly collect data relating to children.
- 1.1.3. It is important that you read this Privacy Policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing Personal Information about you so that you are fully aware of how and why we are using your Personal Information. This Privacy Policy supplements other notices and privacy policies and is not intended to override them.

1.2. Responsible Party

- 1.2.1. Filmspace (Proprietary) Limited is the Responsible Party and responsible for your Personal Information (collectively referred to as "Filmspace", "we", "us" or "our" in this Privacy Policy) in provision of the Filmspace Services, however when acting as limited payment agent for the Host or assisting the Filmmaker and Host via our Filmspace Platform to conclude and perform under the Location Agreement and/or Mobile Space Hire Agreement we act as the Operator and the Host and/or Filmmaker as the Responsible Party/ies.
- 1.2.2. We have appointed an information officer (IO) who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests, please contact the IO using the details set out below.

1.3. Contact details

- 1.3.1. Our Information Officer's contact details:
 - 1.3.1.1. Full name of legal entity: Filmspace (Proprietary) Limited
 - 1.3.1.2. For the attention of: Information Officer;
 - 1.3.1.3. Email address: hello@filmspace.co.za

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1.3.1.4. Registered address: 3rd floor, ICON Building, 24 Hans Strijdom Avenue, Cape Town, 8000.

1.3.2. You have the right to make a complaint at any time to the Information Regulator's office (IR), the Republic of South Africa's authority for data protection issues (<http://www.justice.gov.za/inforeg/>). **We would, however, appreciate the chance to deal with your concerns before you approach the IR, so please contact us in the first instance.**

1.4. Changes to the Privacy Policy and your duty to inform us of changes

1.4.1. We keep our Privacy Policy under regular review. This version was last updated as per the footer of this policy. Archived versions (if available) can be obtained by contacting us. Any changes made to our Privacy Policy in future will be posted on our website or made available during your engagement with Filmspace. The new version will apply the moment it is published on our website or incorporated by reference in any communication.

1.4.2. It is important that the Personal Information we hold about you is accurate and current. Please keep us informed if your Personal Information changes during your relationship with us.

1.5. **Integration into other sites:** This Privacy Policy applies to Filmspace Services only. We do not exercise control over the sites who provide Filmspace Services as part of their own offering. These other sites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We cannot be held responsible for any wrongful handling of end users' information by our customers.

1.6. **Third-Party links:** Our website, social media pages or certain of our Services may include links to Third-Party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. If you disclose your Personal Information to a Third-Party, such as an entity which operates a website linked to this Filmspace Platform, Filmspace SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD-PARTY. This is because we do not regulate or control how that Third-Party uses your Personal Information. You should always ensure that you read the privacy policy of any Third-Party. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. The data we collect about you

2.1. **Personal Information means the information as per the Definitions. It does not include data where the identity has been removed (anonymous data).**

2.2. We may collect, use, store and transfer different kinds of Personal Information about you which we have grouped together. Should you decide to register as a user on the Filmspace Platform, we may require you to provide us with Personal Information which includes but is not limited to:

2.2.1. **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.

2.2.2. **Contact Data** includes billing address, physical filming location address, email address and telephone numbers.

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- 2.2.3. **Financial Data** includes payment card details or other financial data.
- 2.2.4. **Transaction Data** includes details about payments to and from you and other details of Services you have accessed on our website.
- 2.2.5. **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- 2.2.6. **Profile Data** includes your username and password, Services accessed, your interests, preferences, feedback and survey responses.
- 2.2.7. **Usage Data** includes information about how you use our website and Services. This information shall include the full Uniform Resource Locators (URL) Clickstream to, through and from our website (including the date and time) and the Services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page and any phone number used to call our customer service number, service transaction instructions from and to you via our APIs.
- 2.2.8. **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- 2.3. We also collect, use and share **Aggregated Data** and Pattern Data such as (but not limited to) statistical or demographic data or service and/or product transactional data for any purpose. Aggregated Data or Pattern Data could be derived from your Personal Information but is not considered Personal Information in law as this data will not directly or indirectly reveal your (the data subject's) identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature or executing a specific transaction type (where applicable). However, if we combine or connect Aggregated Data or Pattern Data with your Personal Information so that it can directly or indirectly identify you, we will treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.
- 2.4. You may choose to provide additional Personal Information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 2.5. We do not collect any **Special Personal Information** about you.
- 2.6. **Submission of Personal Information on behalf of another:** If you provide information on behalf of someone else, then it is your responsibility to obtain the necessary consent from the person/User before making the Personal Information available to us. On receipt of Personal Information, we assume that the necessary consent has been obtained and will process the Personal Information as per your instructions. By submitting such Personal Information on behalf of another person/User, you indemnify us against any Third-Party claim, where such Third-Party claim relates to Personal Information that has been processed without the necessary consent or other available exception allowed by law.
- 2.7. **If you fail to provide Personal Information:** Where we need to collect Personal Information by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with Services (including Services for no charge)). In this case,

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we may have to cancel a Service you have with us, but we will notify you if this is the case at the time.

3. How is Personal Information collected?

We use different methods to collect data from and about you including through:

- 3.1. Direct interactions.** You may give Filmspace your Identity and Contact information by filling in forms or by corresponding with us by phone, email or otherwise. This includes Personal Information you provide when you apply for our Services;
 - 3.1.1. create an account/Profile online/register with us;
 - 3.1.2. subscribe to our Service, i.e. newsletters (where applicable);
 - 3.1.3. request marketing to be sent to you;
 - 3.1.4. enter a competition, promotion or survey; or
 - 3.1.5. give us feedback or contact us.
- 3.2. Automated technologies or interactions.** As you interact with our Services or website, we will automatically collect Technical Data about your equipment, browsing actions, patterns and device(s). We collect this Personal Information by using cookies (see section 4) below), server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- 3.3. Third parties or publicly available sources.** We will receive Personal Information about you from various third parties and public sources as set out below:
 - 3.3.1. Technical Data from the following parties:
 - 3.3.1.1. analytics providers such as Google ("How Google uses information from sites or apps that use our services", (located at <https://policies.google.com/technologies/partner-sites>))
 - 3.3.1.2. advertising networks; and
 - 3.3.1.3. search information providers.
 - 3.3.2. Contact, Financial and Transaction Data from providers of technical, payment and delivery services (where applicable);
 - 3.3.3. Technical and Transactional Data from Third-Party service providers that provide a service or product to you, subject to your consent to us to collect the information (see our Terms and Conditions re: Pattern Data).
 - 3.3.4. Identity and Contact Data from data brokers or aggregators.
 - 3.3.5. Identity and Contact Data from publicly available sources such as CIPC.
- 3.4.** When using Filmspace Services embedded in another site, certain disclosures must be given to and consent obtained from end-users. It is our intent to provide clear and comprehensive information about this site's policies and require that any party that intends to embed our Services into any other site to first obtain written consent, which consent shall be subject to our policies and terms and conditions.

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4. Cookies

- 4.1. Our website makes use of cookies to help us understand our users better. Cookies are small pieces of information sent by an organisation to your computer and stored on your hard drive to allow that website to recognise you when you visit. Cookies do not harm your computer or any files on your computer. Depending on the type of cookie we use, cookies also allow us to make our websites more user friendly.
- 4.2. Filmspace may use Third-Party vendors, including but not limited to Google and MSN/ Bing to show Filmspace-related ads on sites on the internet. Third party vendors use cookies to serve ads based on a user's prior visits to Our sites or other websites. Users may opt-out of Google's use of cookies by visiting the Google Advertising Settings Page or the Network Advertising Initiative's opt-out page for other Third-Party vendors' use of cookies.
- 4.3. You should be able to adjust your browser so that your computer does not accept cookies. If you do this, you will still be able to browse the website but the functions that allow you to access an existing account or page that requires a username or password will not be available.
- 4.4. You can, alternatively, adjust your browser to notify you when a website attempts to put a cookie on your computer. How you adjust your browser to stop it accepting, or to notify you of, cookies will depend on the type of internet browser programme your computer uses.
- 4.5. Please remember, cookies do not contain Identity, Contacts or Financial Information. We do not exchange cookies with any Third-Party websites or external data suppliers.

5. How we use your Personal Information

- 5.1. We will not sell your Personal Information.
- 5.2. We will only use Personal Information within the framework of the law. Most commonly, we will use Personal Information in the following circumstances:
 - 5.2.1. Where you have given us your consent; or
 - 5.2.2. Where we need to perform the contract we are about to enter into or have entered into with you; or
 - 5.2.3. Where it is necessary for our legitimate interests (or those of a Third-Party) and your interests and fundamental rights do not override those interests; or
 - 5.2.4. Where we need to comply with a legal obligation.
- 5.3. Generally, we do not rely on consent as a legal basis for processing your Personal Information although we will get your consent before sending third-party direct-marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us or using such automated facilities made available by us.
- 5.4. **Purposes for which we will use Personal Information**
 - 5.4.1. We have set out below, in a table format, a description of all the ways we plan to use Personal Information, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.
 - 5.4.2. Note that we may process Personal Information for more than one lawful ground depending on the specific purpose for which we are using the data. Please contact us if

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you need details about the specific legal ground we are relying on to process your Personal Information where more than one ground has been set out in the table below.

- 5.5. Filmspace only shares Personal Information with other companies or individuals outside of Filmspace in the following circumstances:
- 5.5.1. We have your consent. We require opt-in for the sharing of any Special Personal Information (where applicable).
 - 5.5.2. We may provide such information to collaborating companies or other trusted businesses or persons for the purpose of processing Personal Information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
 - 5.5.3. We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
 - satisfy any applicable law, regulation, legal process or enforceable governmental request;
 - enforce applicable Terms of Use, including investigation of potential violations thereof;
 - detect, prevent, or otherwise address fraud, security or technical issues; or
 - protect against imminent harm to the rights, property or safety of Filmspace, its users or the public as required or permitted by law.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new user (Filmmaker or Host)	(a) Identity, (b) Contact	Performance of a contract with you (you can only acquire Services if you register)
To process the applicable Services, including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity, (b) Contact, (c) Financial, (d) Transaction, (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us or other user as agreed to under our Terms of Service) [TAKE NOTE: we do not store Financial Information (card details – we use Third-Party service providers to execute transactions where you use your card. You should read their privacy policy)]
To manage our relationship with you which will include: (a) Notifying you about changes to our Terms or Privacy Policy (b) Asking you to leave a review or take a survey	(a) Identity, (b) Contact, (c) Profile, (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our Services)

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To enable you to partake in a prize draw, competition, promotion or complete a survey	(a) Identity, (b) Contact, (c) Profile, (d) Usage, (e) Marketing and Communications	(a) Performance of a contract with you, (b) You consent by submitting your information to us, specifically for competitions and promotions (c) Necessary for our legitimate interests (to study how customers use our Services, to develop them and grow our business)
To administer and protect our business, website and other electronic platforms (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity, (b) Contact, (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity, (b) Contact, (c) Profile (d) Usage, (e) Marketing and Communications, (f) Technical	Necessary for our legitimate interests (to study how customers use our Services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, Services, marketing, customer relationships and experiences	(a) Technical, (b) Usage	Necessary for our legitimate interests (to define types of customers for our Services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about Services that may be of interest to you	(a) Identity, (b) Contact, (c) Technical, (d) Usage, (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our Services and grow our business)

5.6. Marketing: We strive to provide you with choices regarding certain Personal Information uses, particularly around marketing and advertising.

5.6.1. Promotional offers from us

- 5.6.1.1. Once you have utilised any of our Services (including registration to the Filmspace Platform), you will be seen as a customer of Filmspace.
- 5.6.1.2. As a customer we may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which Services offered may be relevant for you.
- 5.6.1.3. As a customer you will receive marketing communications from us if you have not opted out of receiving that marketing.

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5.6.2. Third-party marketing

5.6.2.1. We will get your express opt-in consent before we share your Personal Information with any third-party for marketing purposes.

5.6.2.2. **TAKE NOTE:** We may provide (without your consent) third-party marketing parties/advertisers with anonymous aggregate information (Aggregate Data (see above)) about our users (for example, we may inform them that 500 men aged under 30 have clicked on a specific product or advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in a specific region). We may make use of the Personal Information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience. **IMPORTANT: We do not disclose information about identifiable individuals to our advertisers.**

5.6.3. Opting out

5.6.3.1. You can ask us or third-parties to stop sending you marketing messages at any time by logging into the website or unsubscribe on the email communication or by contacting us at any time and requesting to opt-out of our marketing services.

5.6.3.2. Where you opt out of receiving these marketing messages, this will not apply to Personal Information provided to us as a result of a Service purchase, service experience or other transactions.

5.6.4. **Cookies:** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

5.7. Change of purpose

5.7.1. We will only use your Personal Information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

5.7.2. If we need to use your Personal Information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

5.7.3. Please note that we may process your Personal Information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

6. Disclosures of Personal Information

6.1. We may share Personal Information with the parties set out below for the purposes set out in the table above.

6.1.1. **Internal Third-Parties** as set out in the *Definitions*. Where we share Personal Information to our group (collaborating companies/partners/agents), we ensure your Personal Information is protected by requiring all our collaborating companies to follow this Policy when processing your Personal Information.

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6.1.2. **External Third-Parties** as set out in the *Definitions*.. Third-Parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your Personal Information in the same way as set out in this Privacy Policy.

6.2. We require all Third-Parties to respect the security of your Personal Information and to treat it in accordance with the law. We do not allow our Third-Party service providers to use your Personal Information for their own purposes and only permit them to process your Personal Information for specified purposes and in accordance with our instructions.

7. International transfers

- 7.1. Some of our External Third-Parties may be based outside your country so their processing of your Personal Information could involve a transfer of data outside your country.
- 7.2. Whenever we transfer your Personal Information out of your country, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
- 7.2.1. We will only transfer your Personal Information to countries that have appropriate data protection and privacy legislation to protect your Personal Information.
 - 7.2.2. Where we use certain service providers, we conclude an agreement with them to confirm that your Personal Information is confidential, they can only process on our instructions and that they should establish and maintain appropriate technological and organisational measurements to protect your Personal Information.
 - 7.2.3. Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide protection to personal information similar to the principles under the GDPR, which we believe are good principles to ensure compliance.
- 7.3. By submitting your Personal Information to us you consent to the transfer of your Personal Information outside the borders of your country (when required).

8. Data security

- 8.1. We have put in place appropriate technological and organisational measures to prevent Personal Information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to Personal Information to those employees, agents, contractors and other third-parties who have a business need to know. They will only process Personal Information on our instructions, and they are subject to a duty of confidentiality.
- 8.2. We have put in place procedures to deal with any suspected Personal Information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

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9. Data retention

How long will we use your Personal Information for?

- 9.1. We will only retain your Personal Information for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal Information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.
- 9.2. To determine the appropriate retention period for Personal Information, we consider the amount, nature and sensitivity of the Personal Information, the potential risk of harm from unauthorised use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.
- 9.3. By law we have to keep basic information about our customers (including Contact, Identity and Transaction Data) for five years after they cease being customers for tax purposes.
- 9.4. In some circumstances you can ask us to delete your data: see your legal rights below for further information.
- 9.5. In some circumstances we will anonymise your Personal Information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

10. Social Media

- 10.1. Our website(s) or Services may, in certain circumstances, provide you with social plug-ins from various social media networks. If you choose to interact with a social network such as Facebook or LinkedIn (for example by registering an account or click on the link from our website), your activity on our websites will also be made available to that social network. This is necessary for the performance of your contract with us which allows you to interact with a social network. If you are logged in on one of these social networks during your visit to our website(s) or are interacting with one of the social plug-ins, the social network might add this information to your respective profile on this network based on your privacy settings. If you would like to prevent this type of information transfer, please log out of your social network account before you enter one of our websites, or change the necessary privacy settings, where possible.
- 10.2. Communication, engagement and actions taken through external social media networks that we participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.
- 10.3. You are advised to use social media networks wisely and communicate/engage with them with due care and caution in regard to their own privacy policies (if any). **PLEASE NOTE: WE WILL NEVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA NETWORKS AND ENCOURAGE USERS, WISHING TO DISCUSS SENSITIVE DETAILS OR TO RESOLVE ISSUES/CONCERNS, TO CONTACT US THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.**

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- 10.4. Our social media network page(s) may share web links to relevant web pages. By default, some social media platforms shorten lengthy URL's. You are advised to exercise caution and due care before clicking on any shortened URL's published on social media platforms by this website. Despite our best efforts to ensure that only genuine URL's are published many social media platforms are prone to spam and hacking and therefore our website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

11. Your legal rights

- 11.1. Under certain circumstances, you have the following rights under data protection laws in relation to your Personal Information:
- 11.1.1. **Request access** to Personal Information (commonly known as a "data subject access request"). There may be a fee associated with this request – see below. This enables you to receive a copy of the Personal Information we hold about you and to check that we are lawfully processing it.
 - 11.1.2. **Request correction** of the Personal Information that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
 - 11.1.3. **Request erasure** of your Personal Information. This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Information where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your Personal Information to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request. Take Note: Erasure of your Personal Information shall further not limit our rights in terms of Aggregate Data and Pattern Data
 - 11.1.4. **Object to processing** of your Personal Information where we are relying on a legitimate interest (or those of a third-party) and there is something about your particular situation which makes you want to object to processing on this ground, as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Information for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
 - 11.1.5. **Request restriction of processing** of your Personal Information. This enables you to ask us to suspend the processing of your Personal Information in the following scenarios:
 - 11.1.5.1. If you want us to establish the data's accuracy.
 - 11.1.5.2. Where our use of the data is unlawful, but you do not want us to erase it.
 - 11.1.5.3. Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
 - 11.1.5.4. You have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.

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- 11.1.6. **Request the transfer** of your Personal Information to you or to a third-party. We will provide to you, or a third-party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you. Contact us if you need to transfer your Personal Information.
- 11.1.7. **Withdraw consent at any time** where we are relying on consent to process your Personal Information. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain Services to you. We will advise you if this is the case at the time you withdraw your consent.
- 11.2. **If you wish to exercise any of the rights set out above, please contact us at the details mentioned 1)c) above.**
- 11.3. **Fee required:** Apart from any prescribed fees under any applicable data protection legislation, you will not have to pay a fee to access your Personal Information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.
- 11.4. **What we may need from you:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Information (or to exercise any of your other rights). This is a security measure to ensure that Personal Information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 11.5. **Time limit to respond:** We try to respond to all legitimate requests within 30 (thirty) days. Occasionally it could take us longer than 30 (thirty) days if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

12. Definitions

- 12.1. **Data Subject** means the person to whom Personal Information relates and, in this document, refers to you ("Hosts" and "Filmmakers"), as the party providing Personal Information that will be processed by Filmspace or a relevant third-party.
- 12.2. **Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best Service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- 12.3. **Location Agreement** means the contract negotiated and concluded between the Host and the Filmmaker on our website whereby Hosts advertise and temporarily rent-out their physical filming locations to Filmmakers.

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- 12.4. **Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- 12.5. **Personal Information** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to (related to our business): information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person, information relating to financial history of the person; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 12.6. **Profile** means Hosts and Filmmakers who have submitted the required information on our website to become registered users authorised to access our Services and conclude a Location Agreement with each other.
- 12.7. **Responsible Party** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information;
- 12.8. **Services** means the provision of our online marketplace platform to registered users which allows us to facilitate Hosts and Filmmakers, amongst other things, to negotiate, conclude and access Location Agreements on our website.
- 12.9. **Special Personal Information** means information that may be sensitive information, such as details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and biometric information or criminal convictions and offences.
- 12.10. **THIRD-PARTIES**
- 12.10.1. **Internal Third-Parties:** Partners, affiliates, employees, shareholders, directors and/or agents of Filmspace (if applicable), acting as joint responsible parties or operators and who may also provide IT and system administration services and undertake leadership reporting.
- 12.10.2. **External Third-Parties**
- 12.10.2.1. Service providers acting as operators who provide IT and system administration services.
- 12.10.2.2. Professional advisers acting as operators or joint Responsible Parties, including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- 12.10.2.3. The Revenue Services, regulators and other authorities acting as operators or joint Responsible Parties who require reporting of processing activities in certain circumstances.



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- 12.10.2.4. Courts of law or any other authorities where we have an obligation under law to share your Personal Information.
- 12.10.2.5. In the event that we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets.

END OF POLICY