

TERMS & CONDITIONS;

LevelK General Data Protection Regulations

as of May 10th 2018

LevelK is handling international sales and distribution and acting as a digital partner for distributors in their home country.

Subscriber is defined as a user having signed up and given consent and full approval according to these Terms and Conditions; LevelK Data Protection Regulations ('Terms & Conditions').

The Terms and Conditions define under which a Subscriber, who signed up can benefit from the LevelK website and services ('Website').

It is agreed that the use of the Website implies the Subscribers full and complete approval of the Terms and Conditions hereunder. If a Subscriber does not accept the Terms and Conditions, the Subscriber shall cease to use the Website.

1. Sign-up, Subscribe and Consent:

A Subscriber being an individual signing up via the sign-up form on the Website, either on behalf of a company or as an individual, gives full consent that LevelK can send news, line-up, campaigns and any form of direct marketing according to the information given by the Subscriber.

- a) Subscribers can unsubscribe at any time
- b) It is solely the Subscriber, who is authorized to make use of the login and password required to access the Website. Should the Subscriber allow Third Parties to use Subscribers Login and password, then Subscriber shall take full responsibility for their actions.
- c) If Subscriber has knowledge of unauthorized access by third parties or lost password, then Subscriber shall immediately modify password by clicking "Forgot Password" on the website, or contact admin@levelk.dk for assistance.
- d) There will be no payment or fees for the Subscriber, when being a Subscriber to the Website.

2. Subscriber Storage Data and Database:

LevelK will storage personal data (contact details) given by the Subscriber via the sign-up page, only for the purpose of sending news, line-up, campaigns and any form of direct marketing. Stored data is only visible to LevelK personal via LevelK's Data Base that are secured with individual password/logins for LevelK personal.

- a) LevelK does not require or store personal sensitive data
- b) Personal data will be securely stored and not sold to third parties.
- c) Subscribers can update/change personal data at any time or be deleted by informing LevelK via email admin@levelk.dk
- d) By using the Website and subscribing Subscriber accept the processing of their Personal Data by LevelK.

3. Subscriber warranties:

In general, any use of the Website shall not be improper or excessive and must be in compliance with applicable laws. Subscribers shall comply with nationally or internationally applicable laws and regulations.

- a) Subscribers warrant to be duly authorized to represent the company they signed up for, if signed up on behalf of a company.
- b) Subscribers warrant that their use of the Website does not aim to illegal or immoral ends. The Subscribers are committed not to use the Website for illegal means or with the objective of committing illegal, offensive or criminal acts.

4. LevelK warranties:

LevelK warrants that a Subscriber will be able to opt out from any form of direct marketing when unsubscribing.

- a) LevelK will not share personal data given by the Subscriber with third parties.
- b) LevelK will not sell personal data given by the Subscriber to third parties.
- c) The personal data given on the Website are handled carefully in compliance with the applicable regulations.

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5. Cookies:

Subscribers understand that cookies do not contain any personal data, and will not be used by LevelK for third party sales. It is reminded that most web browsers can either alert Subscribers to the use of cookies or refuse to accept cookies entirely. Rejecting cookies may affect Subscribers ability to efficiently use the Website.

LevelK communicates the Subscribers data in the following cases:

- a) Data Protection Regulations
- b) Data processing for LevelK Data Base
- c) In the framework of legal obligations.
- d) To determine the routing to the Website in order to allow LevelK to record the activity of the Subscribers on the Website and to evaluate and improve the Website at the sole purpose of increasing its efficiency.
Subscribers accept the use of cookies on their computers.
- e) To track Films screened on the Website

6. Termination – Unsubscribe:

No later than 30 days after Subscriber unsubscribe will the Subscribers personal data be updated and the Subscriber will no longer be receiving direct marketing from LevelK.

7. Force Majeure:

Notwithstanding anything herein contained to the contrary, neither party shall be liable to the other in damages because of any failure to comply with their obligations hereunder caused by any « force majeure event » or a fortuitous event, because of the other Party or a third party or external causes such as social unrest, intervention of the civil or military authorities, natural disasters, fire, water damage, interruption or malfunctioning of telecommunication network. However, it is understood that the Party concerned by the force majeure event shall do everything in its power to limit the duration and effects of such force majeure event or external cause.

8. Applicable Law:

Danish law shall regulate these Terms and Conditions. For any lack of amicable settlement, any claim or dispute arising or any breach thereof shall be governed by the Danish courts.