

Buyer Satisfaction Program Policy

(subject to the MyFilmmaker.com Marketplace User Agreement)

The Buyer Satisfaction Program is a part of the MyFilmmaker.com Five Star Plan and does not apply to Service Contracts that are not accepted by MyFilmmaker.com as Five Star Plan Contracts.

In this Policy, “you” and “your” refers to the Buyer and “we” and “us” refers to MyFilmmaker.com

Filing and Processing a Claim

You must attempt to resolve your complaint before filing a claim. If you choose to file a claim under the Buyer Satisfaction Program, you agree that we may share your claim and all the information you provide us with the Filmmaker. You also are agreeing to the following claim filing and processing procedure:

1) Filing a Claim. To file a claim, you must notify MyFilmmaker.com in writing. We may, in our sole discretion, require you instead to complete a printed form and mail it to us at the address provided on the form. The form requires you to provide information relating to your claim, including the date(s) the services were provided, a complete description of the services and the problem, and a description of your attempt to resolve your claim including the dates of your communications

You also must send us detailed documentation, including a copy of the original signed contract with the Filmmaker (and copies of signed change orders, if any). You must send this evidence (and any other documentation we may reasonably request) to us by email or by faxing to 514-227-5158.

This documentation must be received by us no later than ten (10) days from the date you submit your claim via email, fax or by telephone. You represent and warrant that all information included on your claim form or otherwise provided to us and all documentation you submit relating to your claim will be complete and accurate. We will determine if the evidence you provide is sufficient in our sole discretion, and if so, will process your claim in accordance with these Terms and Conditions. We reserve the right to request additional information relating to your claim at any time, and your rights under the Buyer Satisfaction Program will be subject to your providing us with all requested information.

2) Time for Filing. You must submit your claim within 30 days of the completion date of the services, but in no event more than 90 days after the date that MyFilmmaker.com accepted your Service Contract to be covered by the Five Star Plan. The completion date is the date you specified as the completion date in the Service Contract.

3) Attempt to Resolve. Upon receipt of your claim and documentation, we will evaluate your claim and may contact the Filmmaker to determine if your claim is valid and, if we so determine, will attempt to help you and the Filmmaker reach a mutually acceptable resolution to your claim. You agree that we may disclose to the Filmmaker the information you provide relating to your claim and the services provided to you. We are not responsible or liable to either you or the Filmmaker if a mutually acceptable resolution is not reached.

4) Resolution Not Reached. If we determine that a mutually agreed upon resolution cannot be reached, we may, in our sole discretion, (i) choose to edit and improve the Work Product to correct the problem described in your claim and/or (ii) elect to have another filmmaker (Second Filmmaker) attempt to

produce the Work Product in a manner that satisfies you. You agree that you will cooperate with any such production, including providing Second Filmmaker with access to relevant venues, subjects, film, video or other material to facilitate the production. We may also choose to begin the binding arbitration process as described in the MyFilmmaker.com Marketplace User Agreement.

5) Refund Approval. If we determine in our sole discretion that you and the Filmmaker have irreconcilable differences, that you have complied with all of requirements of paragraphs 1 through 4 above and all other provisions of these terms and conditions, that the Filmmaker has not provided you with any compensation or services to settle your claim, and that resolution could not be reached as described in paragraph 4, we will refund you the amount that you have paid to MyFilmmaker.com and that MyFilmmaker.com has not already paid to Filmmaker, less a \$195 administration fee.

6) Time to Process Claim. You acknowledge that it may take up to six weeks from the time you submit your claim and all required documentation to complete resolution or refund money. However, we will have no liability for any failure to resolve your claim or refund money as described in paragraph 5 within this projected time period. In addition, if you hire another filmmaker to fix any problem that resulted in the filing of your original claim with us prior to us processing and resolving your claim, your claim will be automatically disqualified and you will be ineligible to receive any refund for that claim.

7) Invalid Claim. We reserve the right to determine in our sole discretion that your claim is not valid. If we make such a determination, we will notify you by sending an email to you and any rights you may have under the Buyer Satisfaction Program and these Terms and Conditions will terminate.

8) How to Contact Us. If you have any questions about this Buyer Satisfaction Program or these Terms and Conditions, you may call us at 514-285-4591, fax us at 514-227-5158 or email us at info@myfilmmaker.com.