

Terms of Use

Last update: July 1st, 2024

Welcome to [Filmelier.com](https://www.filmelier.com)!

These Terms of Use apply to any and all interactions with the SOFA Group tools, including [Filmelier](https://www.filmelier.com).

[Filmelier](https://www.filmelier.com) website, located at [www.Filmelier.com](https://www.filmelier.com) (or any other that replaces it), has the sole purpose of providing information, suggestions, recommendations, tips and reviews of movies and content. No part of the content made available through this **Website** should be interpreted as professional advice.

[Filmelier.com](https://www.filmelier.com) is an internet website owned, operated and controlled by SOFA DIGITAL LAB PROCESSAMENTO DE DADOS LTDA, a company headquartered in the city and state of São Paulo, Brazil, at Rua Augusta, nº 2895, Cj. 42, Cerqueira César, CEP: 01413-100, registered with the CNPJ/MF under No. 28.468.748/0001-32. [Filmelier.com](https://www.filmelier.com), [Filmelier](https://www.filmelier.com), SOFA and/ or its affiliates shall be collectively referred to hereinafter as the “**Website**”. The use of the **Website** reflects the consent to the practices described in these Terms of Use.

The **Website** is committed to respecting the privacy of users and created these Terms of Use to explain how users’ interaction is treated by the **Website**. To use this **Website**, users must fully agree with its provisions and, if they do not agree, users must refrain from accessing or using this **Website**.

The conditions below must be read carefully, as they describe how the **Website** is to be used by individuals and how it treats personal information provided by the user when accessing and using the **Website**, or collected on the **Website** to provide the **Website's** functionality to its users.

If, after reading this Terms of Use, there is still any doubt or, for any reason, there is a need to communicate with the **Website** for matters involving personal data, contact can be made through:

Communication to the person in charge, SOFA DIGITAL LAB PROCESSAMENTO DE DADOS LTDA, via e-mail <data@sofadigital.com>

For the purposes of these Terms of Use, “**Users**” are all individuals who, in any way, use the **Website**.

The **Website** is online and accessible through the URL [https://www.Filmelier.com](https://www.filmelier.com) (or any other that replaces it) and may offer **Users**, among other features, the possibility of subscribing to newsletters, notifying releases, creating lists, participating in researches and establishing preferences of an optional nature that are exclusive to Users.

The **Website** is free of charge, notwithstanding the utilization of some interactions which may only be possible through **User's** subscription and/or registration. The use of the content made available in this context complies with access criteria stipulated in current legislation.

Registration of legal entities as **Users** on the **Website** must necessarily be carried out by a duly authorized legal representative individual. For the purposes of these Terms of Use, when the **User** is a legal entity, such legal representative will also be considered a **User**, insofar as their personal data are provided and processed on the **Website**.

We do not collect or knowingly solicit information from anyone under 13 years old. Children under 13 must not send information through the **Website**. If we become aware that we have collected information from an individual under the age of 13, we will disregard the information provided and will not keep it in our databases. Minors' access and use of the **Website** must occur under the supervision of a liable adult.

In order for the **Website** to be able to properly offer the functionality of exclusive optional preferences and features, it is necessary for it to have access to certain personal information about **Users** (collectively, "Personal Data"). It is not possible to offer the exclusive optional features of the **Website** without having access to this Personal Data. In such cases, the processing of Personal Data is a condition for using the **Website**.

Other non-exclusive features will be exempted from the provision of Personal Data.

These Terms of Use and our [Privacy and Data Policies](#) explain, in a simple, objective and transparent manner, which Personal Data is collected and processed by the **Website** and for what purposes, in addition to indicating with whom they can be shared and what resources are available to **Users** for managing Personal Data.

1. DEFINITIONS

The following Terms of Use and our [Privacy and Data Policies](#) govern the use of the **Website** and all of its content, services and products provided or made available through the **Website** or our eventual apps. The relationship between the **Website** and **User** is exclusively governed by these Terms of Use and our [Privacy and Data Policies](#).

1.1 These Terms of Use and our [Privacy and Data Policies](#) are binding on each and every person ("**User**") who visits, uses or accesses the **Website** under the domain www.Filmelier.com or any other that replaces it, as described below:

1.1.1 The **User** declares to be aware and agrees that these terms, policies and conditions are applicable from the moment the **User** accesses the **Website**, without expressly having to consent to them through a **Website's** form, and regardless of login.

1.1.2 In addition to the above, when using the **Website**, the **User** acknowledges and agrees that the **Website** may use and store cookies and other tracking technologies on the **User's** computer, mobile and/ or device to collect information during the visit, to allow monitoring of the **User** activities within the **Website** and through third-party tools, to have control over authentication and to enhance the browsing experience.

1.2 The terms "members", "registered members of the **Website**", "**Users**", "visitors", whether plural or singular, shall be understood by the reader as synonyms.

2. ABOUT US

2.1 This **Website** is a vehicle for information, suggestions, recommendations, tips and reviews of movies and content. No part of the content made available through this **Website** should be interpreted as professional advice. The **Website** may be updated by professionals in the Entertainment and Digital Content Industry, and among other features, offer the possibility of subscribing to newsletters, notifying releases, creating lists, participating in researches and establishing preferences of an optional nature that are exclusive to Users.

2.2 The **Website** may offer the following modalities of interaction with its Users:

- (i) Movie suggestions, datasheets, trailers, recommendations and news;
- (ii) Creation of content lists according to the criteria of the **Website** and guest professionals from the Industry;
- (iii) **User's** created Movie Lists;
- (iv) Newsletters send to **Users**, including suggestions based on **User's** behavior;
- (v) Content release notice, including suggestions based on **User's** behavior;
- (vi) Directing to partner sites through links, buttons, features and advertising;
- (vii) Classification by evaluation, through participation or evaluation by other **Users**;
- (viii) Participating in voluntary research and studies.

2.2.1 Except for the foregoing, no right, title or interest shall be transferred to any **User**.

2.2.2 Some functionalities may not be available to all **Users'** profiles (e.g.: reserved for adults).

2.2.3 SOFA continually tests and researches various aspects of the **Website**, including user interfaces, feedbacks and promotional features ("Studies"). **Users** can turn off Studies participation at any time and without justification, by writing to data@sofadigital.com or using any tools that the **Website** may provide for this purpose.

2.3 All links, advertising and other services on the **Website** may vary by geographic location, be altered or removed at any time. The content of links, advertising and other linked services are the sole responsibility of their suppliers. The **Website** is not responsible for the functionality, accuracy or legality of the links, advertising, and other linked third-party services. The **Website** is expressly disassociated from the content of links, advertising and other linked services and does not endorse its contents as its own. To the extent that the **Website** becomes aware of any illegal content of a link, advertising, or other linked service, it will ensure the removal of such link, advertisement, or other corresponding service.

2.4 The links owned by third parties which, when accessed, take the **User** to locations external to the **Website** are these third-parties full responsibility, and the **Website** is not responsible for any access, content, rights or transactions carried out on third-party websites.

2.5 The quality of the experience in the **Website** may vary from device to device, and may be affected by a variety of factors, such as **User's** location, the bandwidth available through and/or speed of **Users'** Internet connection. Some functionalities' availability may be subject to **Users'** Internet service and device capabilities. The **Website**, including all features and functionalities associated therewith, is offered "as is" and without warranty or condition, and may not be uninterrupted or error-free. **Users** waive all special, indirect and consequential damages against the **Website**.

3. USE AND INTERACTION WITH USERS

3.1 Login: the **Users** may be authorized to login to the **Website** through any of the modalities offered by the **Website**, such as:

- i. User registering for the receipt newsletters, notice of content release among others. After logging in to the **Website**, the created account will belong to the **Website**, and therefore subject to these Terms of Use and our [Privacy and Data Policies](#).
- ii. Through e-mail registration and access password. The **Website** will only have access to the name, email and other optional information entered by the **User**. After logging in to the **Website**, the created account will belong to the **Website**, and therefore be subject to these Terms of Use and our [Privacy and Data Policies](#).

3.1.1 The **User** may choose to register as a member on the **Website** and its services. As a member, the **User** may subscribe to newsletters, receive notices about releases, create lists, participate in Studies and establish preferences of an optional nature that are exclusive to Users. A member of the **Website** can be any capable natural person over the age of (i) 13, under the supervision of a liable adult; or (ii) 18, or any higher age of majority applicable in **User's** territory. In order to register as a member of the **Website**, the **User** may be required to provide an username and a password, in addition to the valid email address. It is not allowed to specify an email address that does not exist. Subsequent changes to the email address must be communicated immediately to the **Website**.

3.1.2 Each **User** is responsible for (i) any activity that occurs through their Login and/or password; (ii) maintaining control to prevent any unauthorized users from knowing, having and/or using **User's** access information; (iii) not revealing the password or details of the Login and/or Profile to anyone. **User** understands and agrees that sharing or otherwise allowing others to access their account means that such individuals: (a) will be able to see all of **User's** Profile information (including email address or other information in the Profile area of the **Website**) and preferences and Profiles features; (b) are acting on **User's** behalf and that **User** shall be bound and liable by any actions, including by any changes that such individuals may make to the **User's** account. The **Website** can terminate **Users'** accounts or place them on hold in order to protect **Users**, the **Website**, or its partners from identity theft or other fraudulent activity.

3.1.3 When the **Website** requires registration, the **User** undertakes to provide and maintain accurate, true personal information, being solely and exclusively responsible for any failure to provide such information correctly. **User** agrees to provide information relating to their Profile, including a valid email address, so the **Website** can send **User** Profile related notices. **User** must use their real identity on the **Website**, and such Profile's information - including name, contact, description, skills, location, etc - must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. **Users** are forbidden from misrepresenting their identity, creating a fake Profile or a Profile for anyone other than themselves (a real person), or using or attempting to use another **User's** account or information. All information registered on the **Website** is kept confidential in the **Website** databases. The **Website** reserves the right to require **Users** to go through a verification process in order to use the **Website** and may reject, suspend and/ or terminate a **User's** account, data and/or entry if it does not meet any of the requirements of these terms, in order to protect any **User**, the **Website** and/ or its partners from identity theft and/ or other fraudulent activity, or if there is another important reason.

3.1.4 The **Website** reserves the right to change registration requirements and make membership participation dependent on other requirements. In the event of a change in the registration requirements, the **Website** has the right to terminate the registration of any **User**, if such **User** does not meet any of these requirements.

3.1.5 The **User's** participation in the **Website** is permanent. **Users** can cancel their registration at any time and without justification, by writing to data@sofadigital.com or using any tools that the **Website** may offer. The **Website** has the right to terminate the registration of any **User** in a justified manner, for example if the **User** provides false information during registration or if the **Website** is used commercially or other serious violations of the obligations set out herein. From the request, the anonymization of data will take place within the legal term and will be irreversible, with the complete exclusion of the **User's** profile and contributions.

3.1.6 When using the **Website**, including all features and functionalities associated therewith, **Users** must abide to, and act in accordance with, all applicable laws, rules and regulations, or other restrictions on use of the **Website** or content therein. **User** mustn't: **(i)** reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the **Website**; **(ii)** circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the **Website**, including the graphical user interface, any advertising or advertising features, copyright notices, and trademarks; **(iii)** use any robot, spider, scraper, crawler or other automated means to access the **Website**; **(iv)** decompile, reverse engineer or disassemble any code, software or other products or processes accessible through the **Website**; **(v)** insert any code or product or manipulate the content of the **Website**, in any way; **(vi)** use any data mining, data gathering or extraction method; **(vii)** upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the **Website**, including any software viruses or any other computer code, files or programs.

3.1.7 If a **User** voluntarily violates any provision of these Terms of Use and our [Privacy and Data Policies](#) and/ or engages in illegal or fraudulent use of the **Website**, in addition to having their access, Login, Profile and/or any type of participation in the **Website**, restricted, canceled or terminated, in the **Website's** soles discretion, they will be obliged to compensate the **Website** for any resulting damages. In this case, the **User** is obliged to indemnify the **Website** in case of any and all claims, without delay. Likewise, in this case, the **User** is obliged to reimburse the **Website** for the necessary legal defense costs, insofar as the breach is the **User's** responsibility.

3.1.8 **Users** may unsubscribe from the newsletter and communication services eventually offered through their data registering on the **Website**, at any time, by requesting sent to newsletter@sofadigital.com or through any option eventually offered in the tool itself, such as preferences alterations through the **Website**.

3.2 Profile: Once logged in, **Users** may choose to receive a Newsletter as well as information, suggestions, recommendations, tips and reviews of movies.

3.2.1 The information will be treated as private in the **User's** Profile, being used by the **Website** only for the **Website's** internal informational purposes, as metrics for the **Website's** advertising tool, since the **User's** individualized data will not be sold or traded under any circumstances. Mass and anonymous demographic and behavioral data of the audience may be marketed to improve the **User** experience.

3.2.2 **User** behavior information collected within the **Website** may be used anonymously for advertising purposes on external channels, including Facebook, Google and Instagram Ads, pursuant to these terms.

3.2.3 Any data eventually received from third-party commercial partners may be linked to the **User's** Profile and will be treated in accordance with these Terms of Use and our [Privacy and Data Policies](#).

3.2.4 Once a **User's** email address is received, it is liable to receive mandatory communications for the functioning of the **Website**, such as, but not limited to:

- i. Access Recovery: Message with an authentication link that allows the **User** to create a new password.
- ii. Verification of authenticity: When registering by email and password, the **User** receives a message with an authentication link that, when accessed, proves the legitimacy of the registration. This verification is carried out only once and enables the **User** to interact with the **Website's** functionalities.
- iii. Welcome: electronic message of reception of the **User** to the functionality and/or the **Website**.

3.3 Integration with third parties: the **Website** may have integration with third-party companies to provide newsletter services, researching, access behavior, delivery and interaction with advertisements, hosting, storage and data processing, in addition to the others identified to **Users**. Simply accessing the **Website** starts the sharing of browsing

data. When registering, **Users** share their personal data on a non-commercial basis (encrypted transfer and storage).

3.3.1 **Users** may provide their data to use integrations with third parties and services provided.

3.3.2 The **Website** shares the **Users'** navigation with these third-party companies, providing them only with the necessary **User** data for the sole purpose of **(a)** segmenting the profiles of the **Users** who will receive authorized communications; **(b)** lead mapping and monitoring.

3.3.3 **Users** may unsubscribe from any service eventually offered through their data registering on the **Website**, at any time, by request sent to data@sofadigital.com or through any option eventually offered in the tool itself, such as preferences alterations through the **Website**. Communications may be canceled in a non-definitive manner, to be reactivated by the **User** at any time. The other services may be permanently canceled, and information recovery will not be possible.

3.3.4 **Website** is authorized by **Users** to collect navigation data from **Users**, including pages accessed, as well as buttons clicked, to understand the preferences and habits of **Users**, through its own system, through artificial intelligence tools or through authorized third parties, under the terms of this item 3.3.

3.3.5 Data collection, such as the number of clicks, can be performed via API (Application Programming Interfaces).

3.3.6 Notwithstanding the provisions of this section, the **User** acknowledges and agrees that the **Website** provides links to other websites, advertising and other services (i.e links to video-on-demand platforms and social networks), but is not responsible for any content made available on such websites, advertising and services, including in relation to purchases or other transactions made on them by **Users**. The **Website** takes no responsibility for the products or services provided by third-parties, and any of **User's** interactions with third-parties, including through engagement with interactive advertisements, are at **User's** own option and risk. The **Website** is not liable for any damages that **User** may allege and/or incur as a result of such interactions.

3.3.7 Third-party companies are responsible for their own terms of use and privacy policies, and any of their specific information shall be described at the Appendix.

3.3.8 **Website** is partnered with Commission Junction LLC ("CJ") and therefore it will be using the CJ "Tracking Code" through part of our advertisers and their links to access promotions. In case of doubt and clarification regarding CJ and its privacy policies and software policies, simply access the following links: <https://www.cj.com/legal/privacy-policy-services> and <https://www.cj.com/legal/privacy-policy-services.cj.com/legal/software-policy>.

3.4 The use of the **Website** services is granted to the **User** free of charge.

3.5 The **Website's** offer is for the communication about the SOFA Group and its activities only, and there is no responsibility for the completeness and/ or correctness of the information and/ or content recommendations.

3.6 The complete content of the **Website**, including texts, images, drawings and names, is protected by copyright and copyright laws. Reproduction or other use or exploitation of this content is prohibited without the consent of the respective rights holders, whether intellectual, copyright, related, personal or rights of any nature.

3.7 The **User** has the right to access and use the eventual services and products of the **Website** only within the current state of the art (as is). The **Website** reserves the right to change the design and scope of the services at any time, without prior notice, and strives to minimize interruptions in the use of the services due to changes in the interests of **Users**.

3.8 Only the private and non-commercial use of the **Website's** offer, within the scope of limitation of its purpose, is allowed. The **User** alone has the right to retrieve, send, save or print content. Commercial use of the **Website** or parts of it is not allowed. It is not allowed to publish advertising in any way through the **Website** services, more specifically in the comments, as well as in response to comments or messages to other **Users**, third-parties to the **Website**. For any commercial use, please contact commercial@sofadigital.com.

3.9 The **User** is prohibited from interfering with the functionality of the **Website** services or any associated resources, as well as from promoting electronic attacks of any kind to the **Website** services or to modify or "burn" other parts of the **Website's** offer without our consent.

3.10 The **User** agrees to be prohibited by law: to harm the rights and interests of the **Website** and/or of third-parties; to disable, modify or impede, in whole or in part, any area of the **Website**; to attempt to violate the technical means of protecting the **Website's** content; to use **Website's** content for the commercial purpose of selling services.

4. INTELLECTUAL PROPERTY

4.1 Regarding the **Website** property:

4.1.1 All content posted on the **Website**, as well as on other platforms which may be found online or offline under common ownership, is protected by Brazilian, Mexican, US and international copyright laws, as well as other applicable copyright laws and treaties regarding intellectual property.

4.1.2 The **Website** only provides content which reproduction and/ or dissemination is previously authorized, and holds all rights required by applicable law to make the content available on the **Website**, including images, photos, animations, videos, music, audio, text, layout and brands.

4.1.3 The **Website** reserves the right to take any judicial or extrajudicial measures it deems appropriate, at its discretion, to protect the rights of its contents and services.

4.1.4 Any action or attempted action that involves the reproduction of the **Website**'s content without proper authorization may be challenged by the **Website**, based on the legal means available, in order to preserve the integrity of the **Website**.

4.1.5 No **User**, member or visitor is authorized to use the brand, logo and/ or other distinctive signs found on the **Website** or any other online or offline channel or platform under common ownership.

4.1.6 It is prohibited to copy, reproduce or otherwise display any of the brands of the **Website**. Any unauthorized use may result in violation of intellectual property, industrial property, privacy laws, in addition to civil, corporate and criminal statutes and regulatory standards. Copying, reproducing or otherwise displaying **Website** content is prohibited. Any unauthorized use may result in violation of intellectual property, industrial property, privacy laws, in addition to civil, corporate and criminal statutes and regulatory standards.

4.1.7 Any alleged copyright or trademark infringement, and/or violation of third party's terms of service ("Intellectual Property claim") may be sent to copyright@sofadigital.com.

4.2 Regarding **User** property:

4.2.1 The **Website** may allow registered **Users** to submit their own content.

4.2.2 Contributions generated by the **User** to the **Website** services only reflect the opinion of the **User** in question and are the sole responsibility of the person who authorizes and makes them available.

4.2.3 The **User** agrees to submit only relevant and factual content and comments. **Users** are prohibited from posting content that: has improper and/or inappropriate language and/or behavior, violent messages, of a violent nature, that glorifies violence, is harmful to minors, is adult or pornographic, rude, abusive, defamatory, discriminatory, offensive, threatening or even punishable, is considered private, confidential, phishing, spam, malicious, bullying, harassment, hate speech, sexist, misogynistic, interphobic, LGBTQIA+-phobic, ageist, ableist, psychophobic, aporophobic, classist, elitist, fatphobic, racist, xenophobic or that contradicts the principles of respect for minorities, cultural and religious diversity, violates the rights of third parties - for example, copyright, trademark, or personal rights (such as a right to privacy and intimacy or right to one's name) - that serves commercial purposes, more specifically advertising. The same applies to setting up links, which have content as mentioned above. The **Website** is open to everyone over the age of (i) 13, under the supervision of a liable adult; or (ii) 18, or any higher age of majority applicable in **User**'s territory. No **User** may discriminate against any other user based on gender, race, age, religious affiliation, sexual orientation or otherwise and as they acknowledge that such discrimination may result in the suspension/removal of **User**'s account. The **Website** reserves the right to immediately block and/or delete content and/or **User** that violate these rules and proceed as provided for in item 3.1.5.

4.2.4 The **Website** may make the inputs written by **Website Users**, as well as the name and Profile picture made available by them, not only visible to other **Users** within the **Website**, but also on other platforms (such as smartphone apps or tablets, social media platforms, IPTV offerings or video-on-demand platforms, for example), storing and hosting such content

on servers, supported by technical service providers and selected providers, once the necessary usage rights for this purpose are granted by the **User**.

4.2.5 By posting copyright or legal contributions to the services, the **User** grants the **Website** the unlimited and transferable right, of unlimited time and space, to store, reproduce, access, publicly disclose such content, including for example the **User's** name and Profile picture, if directly inserted in the **Website**, as well as their publications, reviews, notes, comments, rating and other contributions made in the **Website**, linked to the right to modify the content and create derivative works (for example, translations, adaptations, summaries and advertising) and publish them elsewhere on the **Website** or externally on third-party websites to disseminate it, always with credit to the **User** and to the **Website**. This license granted in this way has the sole purpose of providing the services of the **Website** and is used only as necessary for the implementation and improvement of the **Website**, the strengthening of its relationship with the **User** and the developing of new services to be offered.

4.2.6 The **User** guarantees to the **Website** to be the holder of all rights necessary for the use of the contributions created by the **User**. Furthermore, the **User** guarantees that no third party rights such as copyright, trademark rights or personal rights (such as the right to privacy, to one's image and to one's name) nor any legal provisions are or have been violated. The **User** hereby releases the **Website** from all legitimate claims of third parties for the violation of such rights by the **User's** discontinued content or violations of the Terms of Use and [Privacy and Data Policies](#). Legal fees to defend the **Website** arising thereof will be borne by the **User**, provided that the breach is the **User's** responsibility.

4.3 The **Website** does not accept unsolicited materials, ideas and/ or content and is not responsible for any unsolicited materials, ideas and/ or content addressed to it, nor for the similarity of any of its content in any media to materials, ideas and/ or content transmitted to the **Website**.

5. DATA PROTECTION

Our Terms of Use and our [Privacy and Data Policies](#) explain how the **Website** handles **User's** personal information and how it protects **User's** privacy. By using the **Website's** services, the **User** agrees that the **Website** may use this information as set out in these documents.

6. RESPONSIBILITY, LIMITATIONS

6.1 The **Website** is not responsible for the simple negligence of its legal representatives and indirect agents outside the essential contractual obligations. This does not apply to injuries to life, body or health. To the extent that liability for simple negligence remains, it will be limited to foreseeable damages, regardless of unlimited liability for gross negligence and willful misconduct.

6.2 The **Website** is not responsible for network disturbances or deficiencies that are beyond its control. The **Website** endeavors to ensure the proper functioning of the technical basis of

the services, but assumes no responsibility for their uninterrupted use, in particular for delays, interruptions and technical failures. The **Website** is not responsible for damages to third parties resulting from failure to access, transmit, broadcast, or **Website's** content availability.

6.3 **User's** personal data will be saved by the **Website** in accordance with the current state of the art (as is). The **Website** will not be held liable for damages or misuse of this data by third parties, as long as this is unavoidable with appropriate and advanced data protection measures.

6.4 Claims for damages against the **Website** are lapsed after 12 (twelve) months, unless they are based on voluntary actions.

7. CHANGES TO THE TERMS OF USE AND TO THE PRIVACY AND DATA POLICIES

7.1 The **Website** may, at any time, without prior notice to **Users**, modify or terminate any **Website's** content, as well as amend these Terms of Use and our [Privacy and Data Policies](#). It is the **Users'** responsibility to periodically review this page to verify the existence of changes and/ or updates to these conditions, which will take effect as soon as they are published. The continued use of the **Website** will be considered as acceptance of these Terms of Use and of our [Privacy and Data Policies](#), with adherence and express agreement with the conditions set out herein, inseparably, as well as the other rules established by the **Website**.

7.2 The **Website** has the right to change these Terms of Use and our [Privacy and Data Policies](#) as necessary, such as changes in legal status, jurisprudence, market conditions or major changes in its services. The amended Terms of Use and [Privacy and Data Policies](#) will be communicated to **Users** in a comprehensive manner. If **Users** do not agree with the new Terms of Use and [Privacy and Data Policies](#), they must refrain from using the **Website**. By referencing the modified Terms of Use and [Privacy and Data Policies](#), the **Website** will expressly indicate to the **User** the right to object and the consequences of an unstated objection in due time.

8. GENERAL PROVISIONS

8.1 If any provision of these Terms of Use and of the [Privacy and Data Policies](#) is invalid, in whole or in part, this will not affect the validity of the other terms. Instead of the invalid provision, an effective provision that is closer to the economic objective of the ineffective provision should be established. This applies appropriately in case of a regulatory gap.

8.2 Complaints and comments related to the **Website** are made through info@sofadigital.com.

8.3 By using the **Website's** services and agreeing to the use of cookies and data processing through the form available on the **Website**, the **User** consents and is bound by the Terms of Use and the [Privacy and Data Policies](#) described herein, inseparably, as well as subject to the other rules established by the **Website**.

8.4 In order to use this **Website**, the **User** must carefully read all the Terms of Use and our [Privacy and Data Policies](#) and fully agree with their provisions, using the appropriate form available on the **Website**. If **Users** do not agree with the Terms of Use and our [Privacy and Data Policies](#) or any other rule applicable to the **Website**, they refrain from using the **Website**.

8.5 Any consequences arising from **User's** breach of these Terms of Use and of the [Privacy and Data Policies](#) are the sole responsibility of the **Users**.

8.6 The **Website** reserves the right to change these Terms of Use and our [Privacy and Data Policies](#) at any time, and **User** must expressly consent to such changes through the appropriate form available on the **Website** or in the email. If any provision these Terms of Use and our [Privacy and Data Policies](#) shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

8.7 If **Users** have any questions about any rules or conditions set out in these Terms, they must contact the **Website** immediately at info@sofadigital.com. If necessary, the **User** may request the personal data provided to the **Website**, in a definitive manner, upon request sent to data@sofadigital.com or through the tool eventually made available in the **User's** area of the **Website**: (i) full electronic copy of their data; (ii) history of consent to the use of data granted to the **Website**; (iii) revocation of consent; (iv) account cancellation; (v) recording of all data sharing and processing operations; (vi) consultation, confirmation, correction, portability, sharing and deletion of **User** data from the **Website** base. From the request, the anonymization of data will be immediate and irreversible, with the complete exclusion of the **User's** profile, data and contributions, as well as all their content.

8.8 **Users** agree to comply with all protective laws, including copyright, relating to the use of the **Website**.

8.9 Questions not provided for in this term will be decided by the **Website**, in accordance with current legislation.

8.10 These Terms of Use were created and shall be interpreted in the Portuguese language and under the Brazilian law. In case of contradiction between a translated version of these Terms of Use or any element of the **Website** and their original Portuguese version, the latter shall prevail.

How to contact Filmelier?

If there are any doubts, complaints, suggestions or comments regarding the activities of processing personal data carried out by the **Website**, please contact the **Website** at the following email info@sofadigital.com.