## Terms and Conditions for **Shahar**

# **Shamay's Dawn Films:**

Effective Date: 08/22/2025. This Website is operated by Shahar Shamay, located at 230 King Street East, Toronto, Ontario, Canada. You may contact us at <a href="mailto:shahar@dawnfilms.info">shahar.shamay2008@gmail.com</a>. These Terms and Conditions ("Terms") govern your access to and use of the Website located at Dawnfilms.info (the "Website"), operated by Shahar Shamay ("we," "us," or "our"). By accessing or using the Website, you agree to be bound by these Terms and all applicable laws and regulations. If you do not agree with any part of these Terms, you are prohibited from using or accessing this Website.

## 1. Intellectual Property Rights:

- 1. All content on this Website, including but not limited to films, videos, images, text, screenplays, graphics, logos, and software, is the property of Shahar Shamay/Dawn Films or its content suppliers and is protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 2. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:
- A. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- B. You may store files that are automatically cached by your Web browser for display enhancement purposes.
- C. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- D. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications.
- 3. The purchase of any screenplay or script from the Website requires a separate, written contract to be executed between the parties, which will govern the terms of such purchase and any associated intellectual property rights.
- 4. Any project order or commission for services provided by Shahar Shamay/Dawn Films will be subject to a separate, specific project agreement or contract, detailing

the scope of work, deliverables, payment terms, and intellectual property arrangements for that particular job or project.

## 2. Privacy & Data Protection:

We respect your privacy. By using this Website, you also agree to our Privacy Policy, which explains how we collect, use, and protect your personal data, including but not limited to email addresses, cookies, and analytics data. If you do not agree with the terms of the Privacy Policy, you must stop using this Website immediately.

#### 3. User Accounts & Submissions:

#### **User Accounts:**

If you create an account on this Website, you are responsible for maintaining the confidentiality of your login details and for all activities under your account. You agree to notify us immediately of any unauthorized use of your account. User Submissions:

If you upload, post, or submit content to this Website, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, and display such content for the purposes of operating and promoting the Website. You remain the owner of your content but are solely responsible for it.

### 4. Prohibited Uses:

You agree not to use the Website in any way that violates applicable laws, infringes on the rights of others, spreads malware, attempts to gain unauthorized access to systems, or interferes with the Website's functionality. We reserve the right to suspend or terminate your access if you engage in prohibited conduct.

## 5. Refunds, Payments, and Cancellations:

All purchases or payments made through the Website are subject to our payment terms. Unless otherwise stated in a written agreement, all payments are final and non-refundable.

If you commission services through the Website, a separate project agreement will outline the scope, fees, and intellectual property rights for that project. For physical products, estimated delivery times will be provided at the point of purchase. Consumers in certain jurisdictions may have a statutory right to cancel orders within a specified period, subject to applicable consumer protection laws. Details regarding cancellation rights and procedures will be provided at the time of purchase or within the specific project agreement.

### 6. Use License:

1. Permission is granted to temporarily download one copy of the materials

(information or software) on Shahar Shamay's Dawn Films' Website for personal, non-commercial, transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- A. Modify or copy the materials;
- B. Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- C. Attempt to decompile or reverse engineer any software contained on Shahar Shamay's Dawn Films' Website;
- D. Remove any copyright or other proprietary notations from the materials; or
- E. Transfer the materials to another person or "mirror" the materials on any other server.
- 2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Shahar Shamay/Dawn Films at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

#### 7. Disclaimer:

- 1. The materials on Shahar Shamay's Dawn Films' website are provided on an "as is" basis. Shahar Shamay/Dawn Films makes no warranties, guarantees, expressed or implied, and hereby disclaims and negates all other warranties, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
- 2. Further, Shahar Shamay/Dawn Films does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this site.

### 8. Limitations:

In no event shall Shahar Shamay/Dawn Films or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Shahar Shamay's Dawn Films' Website, even if Shahar Shamay/Dawn Films or a Shahar Shamay/Dawn Films authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 9. Accuracy of Materials:

The materials appearing on Shahar Shamay's Dawn Films' Website could include technical, typographical, or photographic errors. Shahar Shamay/Dawn Films does not warrant that any of the materials on its Website are accurate, complete, or current. Shahar Shamay/Dawn Films may make changes to the materials contained on its Website at any time without notice. However, Shahar Shamay/Dawn Films does not make any commitment to update the materials.

#### 10. Links:

Shahar Shamay/Dawn Films has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Shahar Shamay/Dawn Films of the site. Use of any such linked website is at the user's own risk.

### 11. Indemnification:

You agree to defend, indemnify, and hold harmless Shahar Shamay/Dawn Films, its affiliates, employees, contractors, and partners from and against any claims, damages, obligations, losses, liabilities, costs, or expenses (including legal fees) arising from: (i) your use of the Website, (ii) your violation of these Terms, or (iii) your violation of any third-party rights.

## 12. Termination:

We may suspend or terminate your access to the Website at our sole discretion, without prior notice or liability, for any reason whatsoever, including if you breach these Terms. Upon termination, your right to use the Website will immediately cease.

### 13. Modifications to the Terms:

We may revise and update these Terms from time to time. All changes are effective immediately when posted and apply to your continued use of the Website thereafter. Your continued use of the Website after changes means you accept the updated Terms.

### 14. Governing Law:

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

You agree that the courts of Ontario shall have exclusive jurisdiction over any disputes arising in connection with these Terms or your use of the Website.

## 15. Your Comments and Concerns:

This Website is operated by Shahar Shamay, located at 230 King Street East, Toronto, Ontario M5A 1K5. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: shahar@dawnfilms.info and/or shahar.shamay2008@gmail.com.

#### 16. Contact Information:

For any questions or concerns regarding these Terms, please contact us at:

Email: shahar@dawnfilms.info and/or shahar.shamay2008@gmail.com

Phone: +1 (437) 6634718.

## **Privacy Policy:**

Effective Date: 08/22/2025

Last Updated: 08/22/2025 This Privacy Policy explains how Shahar Shamay/Dawn Films ("we," "us," or "our") collects, uses, and protects your personal information when you use our website located at Dawnfilms.info (the "Website"). By accessing or using the Website, you agree to the practices described in this Privacy Policy.

#### 1. Information We Collect:

We may collect the following types of information:

- Personal Information you provide: such as your name, email address, phone number, payment details, or any other information you choose to submit when contacting us, creating an account, or making a purchase.
- Usage Data: including your IP address, browser type, device information, pages visited, and the time and date of your visit.
- Cookies and Tracking Technologies: which help us improve your experience, analyze traffic, and understand user behavior. You can disable cookies in your browser, but some parts of the Website may not function properly.

### 2. How We Use Your Information:

We use your information for purposes including:

- To provide and operate the Website and its services.
- To process transactions and deliver purchased products or services.
- To communicate with you, including responding to inquiries and sending updates.
- To personalize your experience and improve our Website.
- To comply with legal obligations.

### 3. Data Retention:

We retain personal data only as long as necessary to fulfill the purposes for which it was collected, or as required by law.

## 4. Cookies and Tracking Technologies:

This website uses cookies to improve your browsing experience. By continuing, you agree to our use of cookies as described in our Privacy Policy.

#### Cookies

Our website uses cookies and similar tracking technologies to enhance user experience, analyze site traffic, and improve our services. By using our website, you consent to the use of cookies in accordance with this Terms & Conditions agreement and our Privacy Policy.

Cookies are small text files placed on your device when you visit our website. They help us remember your preferences and understand how you interact with our content.

#### Types of Cookies We Use

- Essential Cookies: Required for the website to function properly (e.g., security, login).
- Analytics Cookies: Help us understand how visitors use our website so we can improve it.
- Functional Cookies: Remember your settings and preferences.
- Advertising/Third-Party Cookies (if applicable): Used to deliver relevant ads and track performance.

#### Managing Cookies

You can control or disable cookies through your browser settings. However, please note that some parts of our website may not function properly if you disable cookies.

#### **Third-Party Cookies**

Some cookies may be placed by third-party services we use (e.g., analytics tools, advertising networks). These parties may collect information about your online activities over time and across different websites.

### 5. Sharing of Information:

We do not sell or rent your personal information. We may share information only in the following cases:

- With service providers who assist us in operating the Website or conducting our business.
- If required by law, legal process, or governmental request.
- To protect our rights, property, or safety, and that of our users or others.
- In connection with a merger, acquisition, or sale of all or part of our business.

## 6. Data Security:

We use commercially reasonable measures to protect your personal information.

However, no method of transmission over the Internet or method of electronic storage is 100% secure, and we cannot guarantee absolute security.

## 7. Your Rights:

Depending on where you live, you may have the right to:

- Access, update, or delete your personal information.
- Withdraw your consent at any time (where processing is based on consent).
- Request a copy of the personal data we hold about you.
- Object to or restrict certain processing.

To exercise these rights, please contact us at: shahar@dawnfilms.info and/or shahar.shamay2008@gmail.com.

## 8. Third-Party Links:

Our Website may contain links to third-party websites. We are not responsible for the privacy practices or content of those websites.

## 9. Children's Privacy:

Our Website is not directed at individuals under the age of 13 (or the applicable age of consent in your jurisdiction). We do not knowingly collect personal information from children.

## 10. Changes to this Privacy Policy:

We may update this Privacy Policy from time to time. Any changes will be posted on this page with the updated Effective Date. Your continued use of the Website after changes means you accept the updated Privacy Policy.

### 11. Contact Us:

If you have questions or concerns about this Privacy Policy, please contact us at: Email: shahar@dawnfilms.info and/or <a href="mailto:shahar.shamay2008@gmail.com">shahar.shamay2008@gmail.com</a> Mailing Address: 230 King Street East, Toronto, Ontario, Canada.