

## **MY Production/MY Spotlight Terms and Conditions**

Welcome to myproduction.co.uk.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. BY USING OUR SERVICE, YOU CONFIRM THAT: (1) YOU ARE OVER THE AGE OF 18, ACCEPT THESE TERMS AND CONDITIONS AND AGREE TO COMPLY WITH THEM; OR (2) IF YOU ARE UNDER THE AGE OF 18, YOU CONFIRM THAT YOU HAVE A PARENT/GUARDIAN'S PERMISSION TO USE THE SERVICES AND YOUR PARENT/GUARDIAN ACCEPTS THESE TERMS AND CONDITIONS AND AGREES TO COMPLY WITH THEM.**

**IF YOU/YOUR PARENT/GUARDIAN DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT USE OUR SERVICES.**

### **1. WHO WE ARE**

**MY Production Limited**, is a company registered in England and Wales, with company number 06617630 and registered address: Saxon House, 27 Duke Street, Chelmsford, England, CM1 1HT ("**we**", "**us**", "**our**", "**MY Production**", "**MY Spotlight Independent**").

MY Production provides Services and sells videos digitally to you subject to these Terms and Conditions, set out on this page. MY Production Limited is the registered business name, but we also trade and are known as "**MY Spotlight Independent**".

### **2. OUR SERVICES**

2.1 We provide a selection of digital content for viewing, including but not limited to, feature films, short films, documentaries and tv programming, accessible at the following link [www.myproduction.co.uk](http://www.myproduction.co.uk) (the "**Website**") through a desktop or mobile app (the "**App**") to rent/buy videos from our online store ("**Streaming Platform**"), and other services such as production and post production, together referred to in these Terms and Conditions as the "**Services**".

### **3. OTHER TERMS THAT MAY APPLY**

3.1 These Terms and Conditions refer to the following additional terms, which also apply to your use of our site:

3.1.1 our Privacy Notice; and

3.1.2 additional terms that may apply to specific services ("**Service Terms**").

3.2 If these Terms and Conditions are inconsistent with the Service Terms, the applicable Service Terms will apply.

### **4. WE MAY MAKE CHANGES TO THESE TERMS AND SERVICES**

4.1 We may update and change our Services from time to time. We will try to give you reasonable notice of any major changes.

4.2 We may amend our Services without notice to you when it is:

4.1.1 to reflect changes in relevant laws and regulatory requirements;

4.1.2 to make minor technical adjustments and improvements to our Services, for example to address a security threat; and/or

4.1.3 to update digital content, provided that the digital content always matches the description of the Services that we provided to you before your purchase.

4.3 Every time you wish to use our Services, please check these Terms and Conditions to ensure you understand the terms that apply at that time.

## 5. **WE MAY REJECT ORDERS FOR OUR SERVICES**

5.1 We may reject orders for our Services where:

5.1.1 we cannot verify your age;

5.1.2 you are located in a jurisdiction where we do not offer our Services; or

5.1.3 the service has been mispriced by us.

In this instance, we will notify you within a reasonable time and refund any sums you have paid within a reasonable time.

## 6. **WE MAY SUSPEND OR WITHDRAW OUR SERVICES**

6.1 We do not guarantee that our Services, or any content related to them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Services for business and operational reasons, such as to:

6.1.1 deal with technical problems or to make minor technical changes;

6.1.2 update the Services to reflect changes in relevant laws and regulatory requirements; or

6.1.3 make changes to the Services.

We will try to give you reasonable notice of any suspension or withdrawal.

6.2 You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms and Conditions and other applicable Service Terms, and that they comply with them.

## 7. **USE OF THE APP - APP STORE PROVIDER TERMS**

7.1 Your use of the App under these Terms and Conditions is also subject to any terms, rules or policies of any app store provider and/or operator ("**App Store Provider**") from whom you have downloaded the App ("**App Store Terms**"). In the event of any conflict between these Terms and Conditions and any App Store Terms, the App Store Terms will prevail. You and we acknowledge and agree that, if you have downloaded this App from the Apple AppStore, Apple, and Apple's subsidiaries, are third party beneficiaries under these Terms and Conditions and Apple will have the right to enforce these Terms and Conditions against you directly.

7.2 You and we acknowledge and agree that the agreement for Services is concluded between us, and not with Apple, and that we are solely responsible for the App and the Services. We acknowledge that we are solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms and Conditions, or as required under applicable law. You and we acknowledge that Apple has no obligation to furnish any maintenance and support services with respect to the App.

7.3 We acknowledge that we are solely responsible for any services warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Store Provider, and the App Store Provider will refund the purchase price for the App to you; and that, to the maximum extent permitted by applicable law, the App Store Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

7.4 You acknowledge that we (and not any third party App Store Provider, including without limitation Apple) are responsible for addressing any claims from you or any third party relating to the App or your possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

7.5 In the event that anyone brings a claim that the App or any part of it, or your possession and/or use, infringes a third party's intellectual property rights, we (and not any third party App Store Provider,

including without limitation Apple) shall be responsible for the investigation, defence, settlement and discharge of any such claim.

- 7.6 You promise to us that (a) you are authorised to agree to these Terms And Conditions, (b) you are not located in a country subject to a United States government embargo, nor are you located in a country that has been designated by the United States government as a “terrorist supporting” country, (c) you are not listed on any United States government list or prohibited or restricted parties, (d) any information submitted by you shall be at your own risk, and (e) you will not disclose nor allow to be disclosed by any means any confidential information belonging to us that you become aware of.

## 8. PAYMENT AND CANCELLATIONS

- 8.1 **Payment.** Where you purchase any of our Services, we will send you an e-mail confirming receipt of your order and amount paid for the relevant video.

- 8.2 **Pricing.** All prices are inclusive of legally applicable VAT. We list the price of our digital products (and the Services) on the Streaming Platform and/or Website, either as one off payments, or as a subscription fee (e.g. on a monthly or yearly basis) (“Fees”). Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability due to specific territory rights we may not have license to. For example, some films may be listed for purchase/rent, but in some cases where there are territory restrictions with our content owners, you may not be able to purchase/rent/view depending on which territory you are based in. Before any payments are taken, you will get an automated note if there are any territory restrictions. If for any reason this does not happen, then please contact [info@myproduction.co.uk](mailto:info@myproduction.co.uk). Once a sale has been made via our Website, we will inform you by e-mail notification – automated, confirming the digital product purchased and amount spent.

- 8.3 **Interest charged on late payment.** If we are unable to collect any payment you owe us, you acknowledge that we may charge interest at the rate of 4% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You acknowledge that you shall pay the interest together with any overdue amount.

- 8.4 **Cancellations and refunds.** You must inform us of your decision to cancel your purchase or rental of the video within 14 days. You may submit your request via email to [info@myproduction.co.uk](mailto:info@myproduction.co.uk) by contacting us. To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days’ cancellation period has expired and detail the reason you are cancelling via email where we will decide if we can offer a refund. Subject to section 15.4, we will reimburse all payments received from you for the digital videos rented or purchased if there was a technical issue only, such as the videos rented/purchased not playable or if our website is down. We will use the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have fully assessed the reason for cancelling and checked any technical issues queried by you because of you requesting a refund. We cannot issue a refund if your reason for refund is that you did not enjoy the film or if it was not what you were expecting.

- 8.5 Unless expressly indicated otherwise, MY Production is not the creator of the digital content sold on the Streaming Platform. We list digital products such as artwork and metadata as supplied by the content owner or create the deliverables as part of our service to the film-makers/content providers. Should you find any discrepancies this is not the error of MY Production. Should you spot any discrepancies with film artwork, metadata, synopsis etc, then it should be addressed to [info@myproduction.co.uk](mailto:info@myproduction.co.uk) so that we can resolve the issue. If for any reason it was an error on our part, it will be fixed within 14 days. However, in most cases the issue is resolved within 24 hours.

## 9. HOW YOU MAY USE OUR MATERIALS, CONTENT AND SERVICES

- 9.1 All content included in or made available through any of the Services, including but not limited to video content, text, graphics, logos, scripts, service/trading names, images etc. (“**MY Production Content**”) is the property of MY Production and/or its content partners/licensors and is protected by license agreements that have been signed prior to releasing the content between the producers and MY Production.

- 9.2 Subject to your compliance with these Terms and Conditions and applicable Service Terms and your payment of any applicable Fees, MY Production grants you a licence to use the MY Production Content for the purpose of receiving our Services. All rights not expressly granted to you in these Terms and Conditions or any applicable Service Terms are reserved and retained by MY Production and/or its licensors, suppliers, publishers, rights holders, or other content providers.

9.3 MY Production allows third party partners or producers to sell their content on the Streaming Platform. In each such case this is indicated on the respective product detail page such as director name, cast/crew information and other relevant information. Whilst MY Production assists with marketing and hosts the content on the Streaming Platform, the seller is responsible for their own marketing or any other buyer claims that may be outside of MY Production's control such as copyright issues as the license deal that MY Production signs with the content owner prior to release confirms all rights have been cleared for release. Videos will be removed from the Streaming Platform should there be any breach. Because MY Production wants the customer to have a safer purchasing or renting experience, MY Production provides refund options to the customer should there be any technical issues with the site or another valid reason such as a quality issue of the video. Trailers and synopsis details are available to review prior to buying and renting a film from the Streaming Platform and therefore there we cannot refund customers who appear to have watched the entire film after renting/purchasing. A valid reason is required within 14 days for any refund and should be emailed to [info@myproduction.co.uk](mailto:info@myproduction.co.uk).

9.4 You may not:

- 9.4.1 extract, frame and/or re-utilise parts of the MY Production Content without our express written consent (including that you may not utilise any data mining, robots, spider, scraper or other automated means or similar data gathering and extraction method or tools to extract (whether once or many times) for re-utilisation, any substantial parts of the MY Production Content or any other parts of the Services, without our express written consent);
- 9.4.2 use any meta tags or any other "hidden text" utilizing MY Production Content;
- 9.4.3 attempt to copy, modify, duplicate, create derivative works from, offer for sale, frame, mirror, publish, republish, download, display, transmit, use content and information contained on or obtained from or through the Streaming Platform or distribute all or any portion of the My Production Content in any form or media or by any means;
- 9.4.4 attempt to circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the Services, including the graphical user interface, any advertising or advertising features, copyright notices and trademarks;
- 9.4.5 insert any code or product or manipulate the content of the Streaming Platform in any way;
- 9.4.6 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 Streaming Platform, including any software viruses or any other computer code, files or programs;
- 9.4.7 de-compile, reverse compile, disassemble, reverse engineer any software or other processes accessible through the Streaming Platform or otherwise reduce to human-perceivable form all or any part of the Streaming Platform;
- 9.4.8 use the Services to provide services and/or access to third parties;
- 9.4.9 license, sell/re-sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the MY Production Content, Streaming Platform and/or Services available to any third party;
- 9.4.10 attempt to obtain, or assist third parties in obtaining, access to the Streaming Platform and/or Services
- 9.4.11 use any of our Services for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or to cause annoyance, inconvenience or anxiety.

We may terminate or restrict your use of our Services if you violate these Terms and Conditions or are engaged in illegal or fraudulent use of the Services.

## 10. **YOUR ACCOUNT**

10.1 You may need your own MY Production account to use certain Services, and you may be required to be logged into the account and have a valid payment method associated with it. Our payment options are by debit/credit card or via PayPal and anyone from around the world can gain access to view videos from the Website/Streaming Platform unless geo-restricted for rights reasons.

- 10.2 If you use any of our Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You shall inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner.
- 10.3 You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access your information by signing in.
- 10.4 We reserve the right to refuse and/or suspend our Services, terminate accounts and/or remove or edit content if you are in breach of applicable laws, these Terms and Conditions or any other applicable Service Terms.

## 11. **REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT**

- 11.1 Individuals may post reviews and comments on our other social media platforms where the video trailers are available such as on Vimeo, YouTube and Facebook. We reserve the right (but not, in the absence of a valid notice form or email, the obligation) to remove or edit such content. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 11.2 You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content.
- 11.3 If you post customer reviews, comments, customer questions or answers, or other content generated by you for display on one of our social media websites such as YouTube or Facebook (including any images, video or audio, together "**User Content**"), you grant us a non-exclusive, royalty-free licence to use, reproduce, publish, make available, translate and modify any User Content throughout the world (including the right to sublicense these rights to third parties). No moral rights are transferred by this provision.
- 11.4 You may delete your content from public view or, where such functionality is offered, change settings so that it is only shown to people to whom you grant access.
- 11.5 You represent and warrant that:
- 11.5.1 you own or otherwise control all of the rights to any User Content created, posted or otherwise uploaded by you;
  - 11.5.2 any User Content created, posted or otherwise uploaded by you is accurate and complete and does not breach any applicable laws; and
  - 11.5.3 You agree to indemnify MY Production for all claims brought by a third party against MY Production arising out of or in connection with any User Content.

## 12. **INTELLECTUAL PROPERTY CLAIMS**

- 12.1 MY Production respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please contact us at [info@myproduction.co.uk](mailto:info@myproduction.co.uk).
- 12.2 Upon receipt of a complaint, we may suspend and/or terminate use of the Services and/or remove MY Production Content. All such actions are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. This includes forwarding the complaint to the parties involved in the provision of the allegedly infringing content.

## 13. **OUR LIABILITY**

- 13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 13.2 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 Except as expressly and specifically provided in these Terms and Conditions:
- 13.3.1 you assume sole responsibility for results obtained from the use of the Services and Streaming Platform and we shall have no liability for any damage caused by errors or omissions in any My Production Content;
  - 13.3.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions; and
  - 13.3.3 the Streaming Platform and Services are provided to you on an "as is" basis.
- 13.4 Subject to Clauses 13.1 - 13.3 (inclusive), our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with these Terms and Conditions and the Services shall be limited to the total Fees (as defined in Clause 8.2), paid by you to us for the Services during the 12 months immediately preceding the date on which the claim arose.
- 13.5 The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights. Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

#### 14. **CHILDREN**

We do not sell products or Services for purchase by children. The Streaming Platform contains videos where a suggested film rating system has been put in place by the platform, displayed next to the title of the film. For example, if a film shows "The Honey Killer (16+)", that means that persons under the age of 16 are not allowed to view the content or rent/purchase the film. Parents or guardians shall be responsible for what their children look at over the internet. If you are under 18 you may use the Services only under the supervision and permission from a parent or guardian and may only view videos and other content where your age matches the suggested rating, as some films are not recommended for all ages.

#### 15. **OTHER IMPORTANT TERMS**

- 15.1 Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 15.2 We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will do our best to tell you if this happens and we will ensure that the transfer will not affect your rights under the contract. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.
- 15.3 We are not responsible for any delays outside of our control. If the supply of Services is delayed by an event outside our control, we will contact you within a reasonable time to let you know about the delay and we will do what we can to reduce the delay. If the delay is likely to be substantial, you can contact our customer services team: [info@myproduction.co.uk](mailto:info@myproduction.co.uk) to end the contract and receive a refund for any Services you have paid for in advance, but not used, less any reasonable costs we have already incurred
- 15.4 You acknowledge that you cannot change your mind about an order for Services where:
- 15.4.1 the order is for digital products after you have started to download or stream these;
  - 15.4.2 services, once these have been completed; or
  - 15.4.3 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you have received them.

- 15.5 This contract is between you and us. Except pursuant to Clause 7, no other person shall have any rights to enforce any of its terms.
- 15.6 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.7 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.8 You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.
- 15.9 These Terms and Conditions are governed by English law, and you can bring legal proceedings in respect of the products in the English courts but if you live in another country, you can bring a claim in the courts which are local to you.