

## Terms and Conditions

This agreement applies as between you, the User of this Site and FinalFrame Films LTD of 34 Crescent Road, Sidcup, Kent, United Kingdom, DA15 7HW, the operator(s) of this Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Site.

By accessing and using our Site you are indicating your acceptance to be bound by these Terms and Conditions. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on our Site about how our Site operates and the services which are available, including our Privacy & Cookie Policy and your individual Service Agreement (if applicable).

We reserve the right to change these Terms and Conditions from time to time without prior notice by changing them on our Site.

### 1. Accessing our Site

1. We cannot guarantee that our Site will operate continuously or without interruptions or be error-free.
2. You must not attempt to interfere with the proper working of our Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt our Site or any computer system, server, router or any other internet-connected device.
3. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Site and is compatible with our Site.
4. You also understand that we cannot and do not guarantee or warrant that any content on our Site will be free from infection, viruses and/ or other code that has contaminating or destructive properties.
5. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.
6. From time to time, we may restrict access to certain features or parts of our Site, or our entire Site, to users who have registered with us.
7. We reserve the right, in our discretion, to withdraw, suspend or modify our Site or certain features or parts of our Site with or without notice to you, where we have reason to do so. There may also be times when our Site or certain features or parts of our Site become unavailable, whether on a scheduled or unscheduled basis.
8. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our Site or any service available on or through our Site.

### 2. Using our Site

1. You must use our Site and the information available from our Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.
2. You cannot use our Site:
  - a. for any unlawful purpose;
  - b. to send spam;
  - c. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
  - d. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
  - e. to tamper with, update or change any part of our Site;
  - f. in a way that affects how it is run;
  - g. in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
  - h. using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

## Terms and Conditions

### 3. Intellectual property rights

1. All content on our Site including but not limited to text, software, photographs, videos and graphics is protected by copyright. We, or our licensors, own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms and Conditions, nothing in these Terms and Conditions shall give you any rights in respect of any intellectual property owned by us or our licensors.
2. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, trademarks, logos or other proprietary marks, or any of the content of our Site, in whole or in part, except as provided in these Terms and Conditions.
3. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Site unless otherwise indicated on the Site or unless given express written permission to do so by FinalFrame Films.

### 4. Links to Other Sites

This Site may contain links to other sites. Unless expressly stated, these sites are not under the control of FinalFrame Films or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Site does not imply any endorsement of the sites themselves or of those in control of them.

### 5. Privacy

1. For the purposes of applicable data protection legislation, FinalFrame Films will process any personal data you have provided to us in accordance with our Privacy Policy available on the FinalFrame Films website or on request from FinalFrame Films.
2. You agree that, if you have provided FinalFrame Films with personal data relating to a third party (a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to FinalFrame Films and (b) that you have brought to the attention of any such third party the Privacy Notice available on the FinalFrame Films's website or otherwise provided a copy of it to the third party. You agree to indemnify FinalFrame Films in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

### 6. Disclaimers

1. FinalFrame Films makes no warranty or representation that the Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate.
2. We make no guarantee of any specific results from the use of our Service.
3. No part of this Site is intended to constitute advice and the Content of this Site should not be relied upon when making any decisions or taking any action of any kind.

### 7. Availability of the Site

1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
2. FinalFrame Films accepts no liability for any disruption or non-availability of the Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### 8. Limitation of Liability

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1. To the maximum extent permitted by law, FinalFrame Films accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site or any information contained therein. Users should be aware that they use the Site and its Content at their own risk.
2. Nothing in these terms and conditions excludes or restricts FinalFrame Films's liability for death or personal injury resulting from any negligence or fraud on the part of FinalFrame Films.
3. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **9. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### **10. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### **11. Notices**

All notices / communications shall be given to us by email to [olli@finalframefilms.com](mailto:olli@finalframefilms.com). Such notice will be deemed received, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

### **12. Law and Jurisdiction**

These terms and conditions and the relationship between you and FinalFrame Films shall be governed by and construed in accordance with the Law of England and Wales and FinalFrame Films and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.