

# MY Production/MY Spotlight Independent Terms Of Conditions.

Welcome to [myproduction.co.uk](http://myproduction.co.uk).

MY Production Limited, also known as MY Spotlight Independent ("MY Production"), provide a various selection of digital content for viewing, including but not limited to, feature films, short films, documentaries and tv programming for your viewing pleasure when you visit [www.myproduction.co.uk](http://www.myproduction.co.uk) ("The Website") to rent/buy videos from our online store ("Streaming platform" and "MY Spotlight Independent VOD"). Our videos can be streamed across various mobile devices and desktop applications via The Website. Please see our Privacy Notice and our Cookies Notice to understand how we collect and process your personal information through MY Production Services. MY Production provides services and sells videos digitally to you subject to the 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 and MY Spotlight Independent VOD.

## Conditions Of Use

**Please read these conditions carefully before using MY Production Services. By using MY Production Services, you agree to be bound by these conditions.** We offer a wide range of MY Production Services such as production, post production and streaming services and sometimes additional terms may apply. When you use any MY Production Service (for example streaming movies from The Website), you will also be subject to the terms, guidelines and conditions applicable to that MY Production Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

### 1. DIGITAL/ELECTRONIC COMMUNICATION

When you use any MY Production Service or send e-mails to us, you are communicating with us electronically. We will communicate with you in various ways, such as e-mail and telephone.

### 2. RECOMMENDATIONS

As part of the MY Production Services, we can recommend videos and services to you via e-mail communication.

### 3. COPYRIGHT

All content included in or made available through any MY Production Service, such as text, graphics, logos, images etc. is the property of MY Production and its content partners and is protected by license agreements that have been signed prior to releasing the content between the producers and MY Production. You may not extract and/or re-utilise parts of the content of any videos or MY Production Service without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content of any MY Production Service, without our express written consent.

### 4. TRADEMARKS

Graphics, logos, scripts, and service names included in or made available through any MY Production Service are trademarks or trade dress of MY Production. MY Production's trademarks and trade dress may not be used in connection with any product or service that is not MY Production's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits MY Production. All other trademarks not owned by MY Production that appear in any MY Production Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by MY Production.

### 5. LICENCE/ACCESS

Subject to your compliance with these Conditions of Use and applicable Service Terms and your payment of any applicable fees, MY Production or its content providers grant you streaming access of videos after payment from renting or purchasing a video. This licence does not include any resale or commercial use of any MY Production Service or its contents; All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by MY Production or its licensors, suppliers, publishers, rights holders, or other content providers. No MY Production Service, nor any part of any MY Production Service, may be reproduced, duplicated, copied, resold or otherwise

exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of MY Production without our express written consent. You may not use any meta tags or any other "hidden text" utilising MY Production's names or trademarks without our express written consent. You may not misuse the MY Production Services. You may use the MY Production Services only as permitted by law. The licences granted by MY Production terminate if you do not comply with these Conditions of Use or any Service Terms.

## **6. YOUR ACCOUNT**

You may need your own MY Production account to use certain MY Production 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.

If you use any MY Production Service 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 should take all necessary steps to ensure that the password is kept confidential and secure and should 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. 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. You must not use any MY Production Service: (i) in any way that causes, or is likely to cause, any MY Production Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies.

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

Visitors cannot post reviews or comments on our Streaming Platform as they have been disabled this feature. However, customers can post reviews and comments on our other social media platforms where the video trailers are available such as on Vimeo, YouTube and Facebook. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We reserve the right (but not, in the absence of a valid notice form or email the obligation) to remove or edit such content. If you believe that any content on or advertised for sale on any MY Production Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any MY Production Service, please notify us by emailing us at [info@myproduction.co.uk](mailto:info@myproduction.co.uk) and we will respond appropriately or remove any content if a valid reason is presented, such as proof of copyright. 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, all together "content", you grant MY Production (a) a non-exclusive, royalty-free licence to use, reproduce, publish, make available, translate and modify such content throughout the world (including the right to sublicense these rights to third parties) and (b) the right to use the name that you submit in connection with such content. No moral rights are transferred by this provision. 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. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify MY Production for all claims brought by a third party against MY Production arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us. By deleting content from public view, you withdraw your license for MY Production to publish and make available that content publicly.

## **8. INTELLECTUAL PROPERTY CLAIMS**

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).

## **9. OTHER BUSINESS**

Parties who license their content to us for the purpose of our VOD streaming channel through [www.myproduction.co.uk](http://www.myproduction.co.uk) or MY Production cannot be held responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. MY Production does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use.

## **10. MY PRODUCTION'S ROLE**

MY Production allows third party partners or producers to sell their videos / films etc. at [MYProduction.co.uk](http://MYProduction.co.uk) on the Streaming Platform after a license deal is signed. In each such case this is indicated on the respective product detail page such as director name, cast/crew information etc. 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)

## **11. OUR LIABILITY**

We will do our best to ensure that availability of the MY Production Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to MY Production Services may also be occasionally suspended or restricted to allow for repairs and maintenance. We will attempt to limit the frequency and duration of any such suspension or restriction.

## **12. APPLICABLE LAW**

These conditions are governed by and construed in accordance with the laws of the United Kingdom (England and Wales).

## **13. ALTERATIONS TO SERVICE OR AMENDMENTS TO THE CONDITIONS OF USE**

We reserve the right to make changes to any MY Production Services, policies, terms and conditions including these Conditions of Use, and Service Terms at any time. You will be subject to the terms and conditions, policies and Conditions of Use in force at the time that you use the MY Production Services. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **14. WAIVER**

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

## **15. CHILDREN**

To confirm, we do not sell physical products for purchase by anyone or children. However, 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. A parent or guardian should be responsible for what their children look at over the internet. If you are under 18 you may use the MY Production Services only with the involvement of a parent or guardian or review videos where your age matches the suggested rating, as some films are not recommended for all ages.

## 16. OUR CONTACT DETAILS

This website is owned and maintained by MY Production Limited. Company number 06617630. Registered in England and Wales. VAT registration number 286 8869 20. Contact for all queries [info@myproduction.co.uk](mailto:info@myproduction.co.uk).

## 17. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS

If you believe that your intellectual property rights have been infringed and you are eligible for compensation, please contact [info@myproduction.co.uk](mailto:info@myproduction.co.uk) so the issue can be looked at and resolved. Ideally, we would prefer to resolve any disputes and issues together without the need of taking it further to a law firm or court. Upon receipt of a complaint we may take certain actions, including removing information or video title, and termination of repeat infringers in appropriate circumstances. 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. You agree to indemnify MY Production for all claims brought by a third party against MY Production arising out of or in connection with the submission of a complaint.

**Important Warning:** giving false, misleading or inaccurate information to MY Production may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

## 18. NOTICE AND PROCEDURE FOR NOTIFYING MY PRODUCTION OF DEFAMATORY CONTENT

Because hundreds of films/content for streaming are available to rent/buy, and many customer reviews and comments are hosted over the internet about videos, it is not possible for us to be aware of the contents of each digital product listed for sale, or each customer review or comment that is displayed. Accordingly, we operate on a "notice and action" basis. If you believe that any content on, or within a digital product advertised for sale on, the MY Production website contains a defamatory statement, please notify MY Production immediately by emailing [info@myproduction.co.uk](mailto:info@myproduction.co.uk) and submitting a notice. Ideally head up the email subject with "Defamation Notice [insert your name]".

**Important Warning:** giving false, misleading or inaccurate information in the notice to MY Production of Defamatory Content on [www.myproduction.co.uk](http://www.myproduction.co.uk) may result in civil and criminal liability.

## Conditions of Sale

These Conditions of Sale govern the sale of videos by MY Production Services to you. We offer a wide range of MY Production Services, and sometimes additional terms may apply. For example in addition to the Streaming Platform, we offer film distribution, aggregation services, film sales, production and post production services. Such services have a separate agreement in place via the client and MY Production that may be part of these terms and conditions or created separately to these terms and conditions depending on the service required. When you use an MY Production Service online at [www.myproduction.co.uk](http://www.myproduction.co.uk) (for example Your Profile, or MY Production applications for mobile), you will also be subject to the terms, guidelines and conditions applicable to that MY Production Service ("Service Terms"). If these Conditions of Sale are inconsistent with the Service Terms, those Service Terms will control.

**Please read these conditions carefully before purchasing or renting a video from MY Production. By purchasing or renting a video, you signify your agreement to be bound by these conditions.**

## 1. OUR CONTRACT

Your purchase or rental of a video from our Website is an offer to MY Production to buy the digital product(s). When you place an order to purchase/rent and stream a video from The Website, we will send you an e-mail confirming receipt of your order and amount paid for the relevant video.

You consent to receive any sales invoices electronically. Electronic invoices will be made available via email – automated in your account area of the website.

## 2. RIGHT OF CANCELLATION UP TO 14 DAYS

### STATUTORY RIGHT

Unless one of the exceptions listed below applies, you can get a refund.

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.

### **EFFECTS OF CANCELLATION**

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. Note: trailers and synopsis details are always provided prior to your purchase/rental. Should you decide to purchase or a rent a film after having reviewed the trailer and synopsis, we cannot issue a refund if you did not enjoy the film or if it was not what you were expecting. You must decide based on the trailer and film details if you want to rent/purchase the content prior.

## **3. PRICING AND AVAILABILITY**

All prices are inclusive of legally applicable VAT.

We list the price of our digital products on the Streaming Platform, where they can be rented or purchased or if a subscription-based model is available there will be a monthly or yearly fee listed to subscribe. 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, we will inform you by e-mail notification – automated, confirming the digital product purchased and amount spent.

## **4. PRODUCT INFORMATION**

Unless expressly indicated otherwise, MY Production is not the creators of the digital content sold on this website. 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.

## **5. OUR LIABILITY**

MY Production and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of videos by us to you was formed.

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.

## **6. APPLICABLE LAW**

These conditions are governed by and construed in accordance with the laws of the United Kingdom and Wales (England and Wales).

## **7. AMENDMENTS TO THE CONDITIONS OF SALE**

We reserve the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale and prices at any time. You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you purchase or rent videos from us, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to purchases or rentals previously placed by you

## **8. WAIVER**

If you breach these Conditions of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

## **9. OUR CONTACT DETAILS**

Our contact details are:

MY Production Limited, London, UK (full address not public for privacy reasons as we are a private limited company). If you require this information for any reason, contact [info@myproduction.co.uk](mailto:info@myproduction.co.uk). Company registration number 06617630. VAT registration number: 286 8869 20. Email for general enquiries: [info@myproduction.co.uk](mailto:info@myproduction.co.uk), content acquisition: [acquisitions@myproduction.co.uk](mailto:acquisitions@myproduction.co.uk) and [accounts@myproduction.co.uk](mailto:accounts@myproduction.co.uk) for accounts / invoicing / billing queries.