



## THE FARM GROUP – THE FARM ON FRED ONLINE SERVICES TERMS OF USE

This Online Services Agreement (this “**Agreement**”), together with the documents referred to in it, contains the terms and conditions that govern your access to and use of The Farm Group’s Online Services including the uploading, viewing, logging or storage of content collectively known as The Farm on FRED at farmgroup.tv (“**Online Services**”) whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Online Services.

This Agreement is between The Farm Group (“**TFG**”, “**we**”, “**us**” or “**our**”) and you or the company you represent (“**you**” or “**your**”). Please read these Terms of Use carefully before you start to use the Site and its Online Services.

In this Agreement, your ‘**Content**’ shall mean all tangible content/material delivered into TFG’s custody by, or by the order of, you.

Our ‘**Content Standards**’ can be viewed here: [http://farmgroup.tv/content\\_standards.pdf](http://farmgroup.tv/content_standards.pdf)

SPOTS refers to the pre-agreed collection of your individual programme assets that TFG will retain for 3 years, viewable on The Farm on FRED site.

This agreement takes effect when you click an ‘I Accept’ button or check box when you first enter The Farm on FRED site. By using our Online Services you accept these Terms of Use and you agree to abide by them.

You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity.

If you do not agree to these terms of use, please refrain from using our Online Services.

### 1. INFORMATION ABOUT US

- 1.1. The Farm on FRED at farmgroup.tv is operated by The Farm Post Production Limited. We are registered in England and Wales under company number 03569821 and have our registered office at 8 Marshall Street, London W1D 7EJ. Our VAT number is 722334171.

### 2. USE OF THE ONLINE SERVICES

- 2.1. Access to our Online Services, is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide without notice (see below). We will not be liable if for any reason our Online Services are unavailable at any time or for any period.
- 2.2. From time to time, we may restrict access to some elements of our Online Services, or to users who have registered with us.
- 2.3. TFG will provide you with a username and password as part of our security procedures; you must treat such information as confidential, and you must not disclose it to any third party or misuse it in any way. You are responsible for safeguarding your username and password. If you suspect that a third party has gained access to your security information you must inform us immediately. We have the right to disable any username or password, whether



chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

- 2.4. You may use our Online Services, only for lawful purposes. You may not use our Online Services:
- (a) in any way that breaches any applicable local, national or international law or regulation;
  - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (c) for the purpose of harming or attempting to harm others in any way;
  - (d) to send, knowingly receive, upload, download, store, use or re-use any material which does not comply with our Content Standards;
  - (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - (f) to misuse our Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Online Services, the server on which our Online Services are stored or any server, computer or database connected to our Online Services. You must not attack our Online Services via a denial-of-service attack or a distributed denial-of service attack.
- 2.5. Breach of clause 2.4 (f), is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Online Services will cease immediately.
- 2.6. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Online Services or to your downloading of any uploaded Content.
- 2.7. You also agree not to access without authority, interfere with, damage or disrupt:
- (a) any element of our Online Services;
  - (b) any equipment or network on which our Online Services are stored;
  - (c) any software used in the provision of our Online Services; or
  - (d) any equipment or network or software owned or used by any third party.
- 2.8. You are responsible for making all arrangements necessary for you to have access to our Online Services. You are also responsible for ensuring that all persons who access our Online Services through your internet connection are aware of these terms, and that they comply with them.



2.9. Any commentary posted by you, or any other persons, are not the view of TFG and we therefore disclaim all liability and responsibility.

### **3. SECURITY AND DATA PRIVACY**

- 3.1. We will implement reasonable and appropriate measures designed to secure your Content against accidental or unlawful loss, access or disclosure.
- 3.2. Any information relating to you shall be treated as confidential and shall not be disclosed to any person other than employees (or in the case of The Farm Group, its subcontractors) without the prior written approval of the party to whom it relates (such approval not to be unreasonably withheld or delayed).
- 3.3. When you take out a SPOTS subscription you will be asked to supply two valid email address contacts which in turn TFG will use for all communications during the lifespan of the SPOTS. It is your responsibility to ensure that these email addresses remain valid for the entire 3 year lifespan of the SPOTS. In the event you need to update these contact details, you or an authorised representative from your company must email [spots@farmgroup.tv](mailto:spots@farmgroup.tv) and inform TFG of the pending change in contact details. The new contact will not be considered active until you or your authorised representative has received email confirmation from TFG.
- 3.4. Some material held within FRED or SPOTS may contain personal and contact information held in the metadata as required by Broadcasters or bodies such as the DPP. This metadata may be visible, downloadable or otherwise passed on to other parties as part of the file. By holding these files within FRED or SPOTS you consent to the distribution of these details.

### **4. RISK AND INSURANCE**

- 4.1. TFG shall use all reasonable care in providing its Online Services and hereby excludes to the fullest extent permitted by law any and all warranties, terms and conditions other than those set out expressly herein including, without limitation, any implied warranties as to fitness for purpose or satisfactory quality. TFG shall accept, handle and store your Content entirely at your sole risk and TFG shall not be liable for any loss or damage of any kind whatsoever. TFG does not insure any of your Content, while in either our possession or our 3<sup>rd</sup> party sub-contracted storage provider, and you are advised to insure all your Content to the full value against all risks, at your own expense, prior to passing your Content to TFG.

### **5. YOUR RESPONSIBILITIES**

- 5.1. You are solely responsible for your Content, including, but not limited to:
  - (a) compliance of your Content with the Acceptable Use Policy, other policies and the law
  - (b) any claims relating to your Content
  - (c) user violations – you will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, your Content or use of the Online Services. You are responsible for any other users use of your Content and the



service offerings. You will ensure that all users comply with the obligations under this Agreement and our Content Standards and that the terms of your agreement with each user are consistent with both this Agreement and our Content Standards. If you become aware of any violation of your obligations under this Agreement by a user, you will immediately terminate such user's access to your Content and the Online Services.

## 6. FEES AND PAYMENT

6.1. Appropriate fees will be levied for each element of the Online Services offering. All amounts payable under this Agreement will be made without setoff or counterclaim and without any deduction or withholding. All fees and charges payable are exclusive of applicable taxes and duties, including VAT.

## 7. TERM AND TERMINATION

7.1. The SPOTS element of the Online Services offering will commence on the date your Content is uploaded and made available on SPOTS by TFG and will remain in effect for 3 years from that date, or until terminated by you or us in accordance with Clause 7.3.

7.2. Notice(s):

(a) To You. We may provide any notice to you under this Agreement, including any changes /updates to these Terms of Use, by sending a message to the email address associated with your account. Notices by email will be effective from when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact TFG by email to [spots@farmgroup.tv](mailto:spots@farmgroup.tv). We may update the email address for notices to us by sending a message to the email address associated with your account. Notices provided will be effective one business day after they are sent.

7.3. Termination

(a) Termination for Convenience – you may terminate the SPOTS element of this Agreement for any reason by providing us 30 days advance notice. We may terminate the SPOTS element of this Agreement by providing you 30 days advance notice.

(b) Termination for Cause By Either Party

(i) Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

(c) Termination for Cause By Us - we may also terminate this Agreement immediately upon notice to you;



(i) if our relationship with a third party partner who provides software or other technology we use to provide the Online Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services,

(ii) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us,

(iii) in order to comply with the law or requests of governmental entities, or

(iv) if we determine use of the Online Services by you or any other Users or our provision of any of the Services to you or any other Users has become impractical or unfeasible for any legal or regulatory reason.

#### 7.4. Effect of Termination

- (a) all your rights under this Agreement immediately terminate;
- (b) you remain responsible for all fees and charges you have incurred through the date of termination;
- (c) you indemnify us in full on demand for any claims, actions, proceedings, liability, costs, loss or damage caused (directly or indirectly) by your breach of these Terms of Use (including the Content Standards).
- (d) we exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

#### 7.5. Post-Termination Assistance - unless we terminate your use of the Online Services pursuant to Section 7.3 (b) (ii) during the 30 days following termination:

- (a) we will not erase any of your Content as a result of the termination;
- (b) you may retrieve your Content from the Online Services only if you have paid any charges for any post-termination use of the Online Services and all other amounts due; and
- (c) we will provide you with the same post-termination data retrieval assistance that we make available to all customers for which there may be a fee.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## 8. OUR LIABILITY

8.1. To the extent permitted by law we and third parties connected to us, hereby expressly exclude:



- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Online Services or in connection with the use, inability to use, or results of the use of our Online Services and any materials posted on it;
- (c) any liability for:
  - (i) loss of income or revenue;
  - (ii) loss of business;
  - (iii) loss of profits or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of data;
  - (vi) loss of goodwill;
  - (vii) wasted management or office time; and
- (d) any liability for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this clause shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

## **9. JURISDICTION AND APPLICABLE LAW**

- 9.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 9.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **10. DISCLAIMERS**

- 10.1. The Online Services are provided “as is.” We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the service offerings or the third party content, including any warranty that the service offerings or third party content will be uninterrupted, error free or free of harmful components, or that any content, including your content or the third party content, will be secure or not otherwise



lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## **11.LIMITATIONS OF LIABILITY**

11.1. We will not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, goodwill, use, or data), even if a party has been advised of the possibility of such damages. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the services, including as a result of any (i) termination or suspension of this agreement or your use of or access to the service offerings, (ii) our discontinuation of any or all of the service offerings, or, (iii) without limiting any obligations under the 'Service Level Agreements', any unanticipated or unscheduled downtime of all or a portion of the services for any reason, including as a result of power outages, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the service offerings; or (d) any unauthorised access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, our and our affiliates' and licensors' aggregate liability under this agreement will be limited to the amount you actually pay us under this agreement for the service that gave rise to the claim during the 12 months preceding the claim.

## **12.MISCELLANEOUS**

12.1. Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.