

HayesProductions

Video and Live Productions

Terms and Conditions of Service

PLEASE READ THIS AGREEMENT CAREFULLY. TO COMPLETE YOUR ORDER FOR THE PRODUCT/AND OR SERVICE YOU'VE REQUESTED, YOU MUST FIRST READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"). SUBMISSION OF YOUR ORDER CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Section 1. Purpose of Company. Hayesproductions.co.uk hereby called ("HayesProductions"), is an independent video production company. HayesProductions's services include, but are not limited to, the production of Broadcast, DVD and multimedia materials including conversion into a streaming video or audio format ("streaming media") through a third party as required. The hosting of Customer's streaming media and related components will be on a third party server. HayesProductions may provide any other services, as necessary, for the operation of its business.

Section 2. Length of Agreement. The term of this Agreement shall be from receipt of order to delivery of video as required by customer. If customer requires streaming services, this will continue month-to-month from the Effective Date of the Agreement or for the specified term of service as identified by the "Package" that Customer agrees to. For purposes of this Agreement, the "Effective Date" shall be the date on which Customer submits order for service.

Section 3. Booking conditions. On placement of an order HayesProductions will require a corporate Purchase Order or non-refundable deposit payment (see section 5) to secure the date(s) of services. Cancellation of booking must be notified to HayesProductions in writing and will result in loss of deposit and fees as detailed: Written cancellation up to 28 days prior to date of booking: no fees Written cancellation 28-14 days prior to date of booking: 25 % of booking value Written cancellation less than 14 days prior to date of booking: 50 % of booking value Change of dates will be accommodated where possible and a separate agreement may be reached with the customer, which may avoid loss of deposit or further fees. If HayesProductions instigates cancellation of agreed services, deposit monies will be refunded if applicable or used against a new agreement to best meet the Customer's needs.

Section 4. Linking Services. HayesProductions shall provide Customer with all necessary information to construct, and maintain, a hyperlink from Customer's web site to Customer's Allotted Space on a third party server. HayesProductions shall use all reasonable commercial efforts to make Customer's Allotted Space available for viewing by third parties 24 hours each day, seven days per week. Customer shall have the responsibility to notify HayesProductions if Customer's hyperlink to the streaming service is inoperable.

Section 5. Price and Payment. Customer shall pay HayesProductions ten percent (10%) non-refundable deposit of the total order value on placement of an order or provide a corporate purchase order and ninety percent (90%) on sign-off of the production. Customer will be given a date for assessment of the first edit and will have the option to request reasonable alterations prior to the final edit. If additional changes are required beyond those determined by HayesProductions as reasonable, charges may be made to reflect the addi-

tional workload. If streaming is required there will be monthly recurring fees, as determined in the "agreement" which include charges for use and occupancy of Customer's Allotted Space on server. In addition to any recurring fees, Customer may be charged non-recurring fees as indicated in the "agreement" for setup of the Space. Setup fee, if applicable, plus first month monthly charges are due before service begins. Invoices are sent at sign-off of the project and settlement is strictly required within 28 days of date of invoice. Amounts past due are subject to HayesProductions's standard late payment fee of 5% (compound) each month of the outstanding invoice amount or standard monthly rate for that streaming package. Amounts past due by 90 days are subject to immediate closure for streaming services and the onset of legal action to recover outstanding monies. HayesProductions reserves the right to increase prices upon the expiration of the Customer's contracted term. This Agreement will automatically renew on a month-to-month basis at the month-to-month rate in effect at the time of the renewal unless canceled in writing or modified in writing by the Customer prior to the renewal date.

Section 6. Content of Customer's Materials. HayesProductions does not accept any liability for the content of video productions. Every professional effort will be made to ensure that no copyright or trademark regulations are breached and notification of copyrighted materials used will be supplied to the Customer so that they may seek approval/agreement from those parties as required. In every event, final responsibility remains with the customer to ensure that no rights are infringed. HayesProductions shall not be liable for any such violation and Customer shall indemnify HayesProductions, including all legal fees and other costs, if any court of jurisdiction shall hold HayesProductions liable. HayesProductions reserves the right to use customer's multimedia material for the purposes of promotion unless otherwise agreed though all commercial rights remain the property of the customer in perpetuity.

Section 7. Security of Data. HayesProductions makes no guarantee and assumes no liability for the security of any data on any server including "secure servers." Customer agrees to maintain separate backups of any data used and HayesProductions shall not be liable for the loss, or modification, of any Customer materials due to any breach of security.

Section 8. HayesProductions. Customer purchasing accounts that use third party Streams are using Streams subject to the third party (and partners) Licensing Agreement and agree to be bound by their License Agreement, a copy of which is available on request. HayesProductions shall not be liable for any violation of the third party (and partners) Stream Licensing Agreement by Customer and Customer shall indemnify HayesProductions, including all legal fees and other costs, if any court of competent jurisdiction shall hold HayesProductions liable for Customer's violation of the Licensing Agreement. As HayesProductions continuously upgrades its services with third party streaming providers, their terms and conditions of their license agreement are subject to change without notice. Compliance to these regulations is the responsibility of the client.

Section 9. Modification of Media. In the event Customer wishes to modify, or otherwise change, the media following completion of the original project further charges will be made subject to a written agreement with HayesProductions. Streaming video constitutes completion of the project..

Section 10. Cancellation of streaming Service by HayesProductions. HayesProductions reserves the right to cancel the Customer's account should the Customer fail to adhere to the terms of this Agreement or agreements with third party streaming providers. Should

cancellation of the account occur, HayesProductions will reimburse client any unused fees (prorated daily), after HayesProductions has determined, in its own discretion, that all charges associated with the account have been satisfactorily paid. Upon request of Customer, HayesProductions shall return all Customer materials.

Section 11. Cancellation of streaming Service by Customer. Customer shall have the right to terminate this Agreement upon forty (40) days written notice to HayesProductions. HayesProductions shall reimburse client any unused fees (prorated daily), after HayesProductions has determined, in its own discretion, that all charges associated with the account have been satisfactorily paid.

Section 12. No Other Warranties. HayesProductions WARRANTS THAT THE SERVICE WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH THE SPECIFICATIONS DEPICTED IN THEIR PACKAGE. TO THE EXTENT PERMITTED BY LAW, HayesProductions DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. THE DURATION OF ANY STATUTORILY REQUIRED WARRANTY PERIOD SHALL BE LIMITED TO THE TERM OF THE LIMITED WARRANTY.

Section 13. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL HayesProductions BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES. IN NO EVENT SHALL HayesProductions BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF AND IN RELATION TO THIS AGREEMENT EVEN IF ADVISED BEFORE HAND OF THE POSSIBILITY OF SUCH LIABILITY. UNDER NO CIRCUMSTANCES WILL HayesProductions BE LIABLE TO CUSTOMER FOR ANY MARKETING, ADVERTISING, PROMOTIONAL EXPENSES OR ANY EXPENSES RELATED TO THE CUSTOMER'S USE OF HayesProductions'S SERVICE, REGARDLESS OF ANY EVENT. WHILST EVERY EFFORT IS MADE TO ENSURE DELIVERY OF SERVICES, FAILIURE TO PROVIDE ANY AGREED SERVICES FOR ANY REASON SHALL NOT RESULT IN ANY LIABILITY TO VIDEOEPEG OR SUBCONTRACTORS.

Section 14. Taxes. In the event that they are applicable, Customer shall be solely responsible for the payment of all sales, use and similar taxes relating to their use of HayesProductions's services.

Section 15. Governing Law. The laws of the United Kingdom shall govern the validity, construction and performance of this Agreement. **Section 16.** Assignment. Customer may not assign its rights or obligations arising under this Agreement without HayesProductions's prior written consent. HayesProductions may assign its rights and obligations under this Agreement with prior written notice to Customer.

Section 17. General Provisions. BOTH PARTIES REPRESENT AND WARRANT THAT THEY HAVE FULL POWER (INCLUDING CORPORATE POWER) AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER, AND THAT THE PERSON (AND COMPANY, IF APPLICABLE) WHO ACCEPTS THIS AGREEMENT BY PLACING AN ORDER WITH HayesProductions IS DULY AUTHORISED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY.

Section 18. Amendment of Agreement. HayesProductions may amend this Agreement from time to time on an as-needed basis by placing an update of this Agreement on-line at HayesProductions's web site at this location or at any other location designated at said site. Any changes to this Agreement take effect upon the renewal date of the Agreement. Therefore, it is Customer's responsibility to monitor this Agreement on-line. If Customer does not agree with the terms and conditions of HayesProductions, Customer must immediately notify HayesProductions in writing.

Section 19. Copyright. The entire content of HayesProductions's Service is copyrighted, and all rights are reserved.

If you have questions or comments, you can contact us at
Email: info@hayesproductions.co.uk Telephone: 0044 121 456 3022