



STARFIRE FILMS

TERMS OF SERVICE

These Terms and Conditions are the contract between you, the Client and Starfire Films. By visiting our website and/or hiring our Services, you agree to be bound by them with your express consent.

Please read this agreement carefully and save it for future reference. If you do not agree with this agreement, you should leave our website immediately. Proxy sites and/or mirroring sites are also bound by these terms when in direct reference to Starfire Films.

1. Definitions
2. Interpretation
3. Our Contract with You
4. Content Negotiation
5. Acceptance of your Order
6. Pricing
7. Payment
8. Security of your Payment
9. Promotional Content
10. Cancellation and Refunds
11. Delivery
12. Work and Approval of Proof/Sample
13. Foreign Taxes and Duties
14. How we Handle your Content
15. Content Restrictions (our website)
16. Content Restrictions (orders and services)
17. Removal of Offensive Content
18. Website Security
19. Disclaimers
20. Your Account with us
21. Indemnity
22. Intellectual Property
23. Dispute Resolution
24. Miscellaneous Matters

1. Definitions

"Client" means any individual/party who is visiting our website and/or has paid for our services.

"Content" means content that is displayed on our website, created for the client or provided to Starfire Films by the client. This may include but is not limited to: text, audio, video and images of any type.

"Intellectual Property" means intellectual property of every sort whether or not registered/registerable in any country up to and including intellectual property of any kind coming into existence after the date of this agreement.

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information.

"Our website" means any and all pages found on www.StarfirFilms.co.uk.

"Services" means any of the services we offer for purchase on our website and includes tailored requests pre-negotiated between the client and Starfire Films.

"Work" means all of the services executed by Starfire Films including materials we buy to produce your order.

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the following matters listed below:

- a) A reference to a person includes a human individual, a corporate entity and any organisation that is managed and/or controlled as a unit.
- b) The headings of these paragraphs are for convenience only and do not affect the interpretation and/or contextual validity.
- c) In the context of permission, "may not" in connection with an action of yours means, "must not".
- d) Any agreement by either party not to do or neglect to do something includes an obligation not to allow another person to do or neglect that same thing.

- e) A reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- f) In any coverage, a reference to costs or expenses shall be construed as including the estimated cost of management time of the covered party. This in turn is subject to change and both parties are to be made aware of such monetary changes where available.
- g) These Terms of Service apply to all services by us to you and they prevail over any terms proposed by the Client.
- h) Terms written in the first person such as "I", "we", "our" and "us" etc. refer to Starfire Films.
- i) Terms written in the second and third person such as "you", "your" and "theirs" refer to the Client.

3. Our Contract with You

- a) This agreement contains the entire agreement between both parties;
 - I. The Client;
 - II. Starfire Films.
- b) Both parties acknowledge that in entering into this agreement they do not rely on any representation, warranty, information, document or other term not contained within this agreement.
- c) If the Client uses our website in any way or makes an order on behalf of another person, the Client warrants that they have full authority to do so and accepts personal responsibility for every act of omission by them.
- d) Starfire Films reserves the right to amend these Terms of Service. The Terms of Service that apply to the Client are those published at the time of the Clients visit to our website and/or at

the time the Client placed their order. These documents will be labelled and dated in accordance with the revisions. We advise you to save or print a copy for your records.

- e) The prices of services may be changed by us at any time. We will never change a price to affect the charge to you quoted in any written format or change prices to affect an expected order for services.
- f) Service price quotes are guaranteed for 14 days, after which time the price quoted to you may be changed to reflect any/all published changes on our website.
- g) Should the Client purchase services under any arrangement which does not involve your payment via our website, these terms still apply where relevant.

4. Content Negotiation

- a) These Terms of Service apply to services and service packages the Client purchases from us as advertised; and tailored services or service packages to meet the specific requirements of the Client.
- b) The Client must communicate any and all specific content requirements to us prior to payment for accurate invoice drafting. Changes may be requested and made by the client at any time and Starfire Films will issue an amended invoice accordingly.
- c) Following the negotiation process between the two parties and order acceptance by Starfire Films, we will provide you with a written invoice/quote via email demonstrating the agreed upon services and current prices. If the requirements are stated in person, Starfire Films will confirm these requirements in an agreed written format prior to purchase.
- d) Quotes issued by Starfire Films are guaranteed to be valid for 14 days from the date of the initial quotation, however Starfire Films retains the right to amend or reissue a quote to reflect a change in the Client's request.
- e) The Client accepts full responsibility for any specific requirements not agreed to in writing by us prior to the time of purchase, and accepts we are not responsible for any dissatisfaction caused as a result of this.
- f) Starfire Films reserves the right to refuse any content, specific requests or requirements for purposes including, but not limited to, legality, suitability, ability, intellectual property or the boundaries of the service or service package paid for by the Client.

- g) Any service or content alterations desired by the Client must be agreed upon between the two parties; and the Client accepts the responsibility to pay any and all required further service costs.

5. Acceptance of your Order

- a) Your order is an offer to hire our services and time. Our contract to supply services is a contract for both the supply or services and any additional work you have asked, and we have agreed to do.
- b) We will provide the Client with a written invoice (via email unless requested otherwise) which will include a summary of the services, prices and booking or delivery date where appropriate.
- c) The Client must respond to the invoice by making their payment via bank transfer. Cash may be accepted in certain circumstances, when so, a receipt will be issued.
- d) The Client's payment is express acceptance of both our Terms of Service and Privacy Policy; both of which are readily available to all Clients at the bottom of our website at all times.
- e) Starfire Films will confirm the order via payment receipt by email. This does not amount to an acceptance of a service order until Starfire Films confirms the same expressly in writing.
- f) The Client will provide us with any specific content necessary to complete the service within the proposed timeframe. This includes images, video and audio. Service execution may not begin until any and all necessary materials are provided by the client.
- g) Starfire Films retains the right to decline services if the timeline is elapsed with inadequate communication from the client and will keep full proceeds of the deposit.
- h) Starfire Films has full discretion regarding returning any amount of money paid for the relevant services, and may do so as a gesture of good will.
- i) For recording services, Starfire Films will record the material on or by the agreed upon date during the negotiations between the Client and Starfire Films, as per the invoice.
- j) Starfire Films will provide the Client with confirmation that they have commenced work on their order where relevant; this may be delivered in any form, including, but not limited to: email, telephone, text message, social media, WhatsApp or post.

k) Starfire Films may decline to provide the Service to you without giving any reason. Should this occur, you may:

- I. Accept the alternatives offered by Starfire Films;
- II. Cancel all or part of your order;
- III. Suggest alternatives pending approval and agreement by Starfire Films;

Should the Client fail to respond, the decision will be made by Starfire Films, the Client will be informed of the decision and will be reimbursed appropriately if applicable.

l) Should the Client wish to terminate this agreement before the requested service is complete, they agree to bare any and all costs incurred by Starfire Films, including, but not limited to: work, time, content and resources. For more information, please note the 'Cancellations and Refunds' section of this contract.

m) The issuing of an invoice to the Client is the act of Starfire Films accepting the order as described within said invoice.

6. Pricing

- a) Prices of packages are shown on our website.
- b) Prices are subject to changes at any time.
- c) Custom quotes will always be issued honestly and with integrity in all regards including, but not limited to, the number of hours estimated to complete a project and the resources required by Starfire Films to do so.
- d) Any written quote issued by Starfire Films will be guaranteed for 14 days from the day of issue and will only be affected by any price changes after this time.
- e) Prices include UK value added tax.
- f) Prices of any additional requirements or Services will be calculated after the time of request and not the time of the original order.

- g) Clients requesting alterations to a current price quote will receive a new quote and not an amended version of the original quote. This is to ensure both parties can discern, compare and reflect between the quotes and to eradicate confusion.
- h) Quotes will always be issued honestly and with integrity in all regards including, but not limited to, the number of hours estimated to complete a project and the resources required by Starfire Films to do so.

7. Payment

- a) A minimum deposit is required to secure a booking for videography services. This amount will be 10% or £50, whichever is greater; and will be deducted from your service invoice balance. Clients may pay more of their balance up front if they wish.
- b) For videography services, the Client must make their payment in full, no later than 28 days before the date of their booking.
- c) The Client accepts that by cancelling our services they may incur a loss. For more details, please see section 10 of this contract.
- d) Payments will be made by the Client in full prior to the commencement of any services by Starfire Films. If payment is not made by the Client before the time the service is due, Starfire Films reserves the right to cancel any and all services as they see fit.
- e) The Client agrees to make any necessary additional payments for alterations or additional services.
 - I. The Client will receive an invoice of changes from Starfire Films and accepts that these changes are not required by Starfire Films until the further payments have been made by the Client.
 - II. Once payment for additional services has been made by the Client, a new turnaround period of 14 days will commence.
- f) Any bank charges by the receiving bank on payments to us will be borne by us. Any other charges incurred by the sending bank will be borne by the Client.
- g) Any quotes or prices will be issued in Pounds Sterling (GBP). Starfire Films is not responsible for any changes in price due to exchange rates and these changes in price will be borne by the

Client. You are advised to make payment in Pounds Sterling (GBP) where possible. Exchange rates are subject to change and we will use the most current when dealing with currency outside of the preferred method.

- h) If, by any mistake, we have under-priced services listed, we will not be liable to supply those services to you at the stated price.
- i) For event services booked less than 28 days before the event date, payment must be made immediately and in full to secure the booking; however, a grace period may be applied at Starfire Films discretion.
- j) The Client may pay their balance over a series of payments; however, they must reference their corresponding invoice number in their bank transfer wherever possible.
- k) Should the Client neglect to make their payment in full by the agreed time, Starfire Films reserves the right to cancel the order.
- l) Work on an order or booking will not commence until the invoice balance has been paid in full.
- m) Videos and photos of our available cameras are always present on www.StarfirFilms.co.uk; as such Starfire Films will not be liable for any dissatisfaction relating to camera quality at any time.
- n) By making payment of an invoice, the Client accepts the following:
 - I. They have reviewed the samples of our work and are satisfied with the quality of our cameras and editing skills.
 - II. The Client will receive videography and editing services within the boundaries of the service they have paid for.
 - III. The Client agrees to be bound by these Terms of Service in all circumstances.
- o) Payment receipts will always be issued where appropriate.

8. Security of your Payment

We take care to ensure our payment methods safe for you to use.

- a) Payments are made directly to our bank account to remove the risk of using a third-party service. Clients may opt to use a third-party service themselves to send the funds, however we will only ever receive funds to our bank account directly.
- b) Starfire Films accepts no responsibility for any suspicious or fraudulent activity as a result of these third-party payment service providers.
- c) Clients may pay for their transactions in cash or by cheque. Cash payments are classified as fulfilled immediately upon receipt. Cheque payments are classed as fulfilled once the funds are cleared into our account and not when the client sends or delivers the cheque to us.

9. Promotional Content

- a) Starfire Films reserves the right to use any content they filmed, edited or created in any way on platforms of their choosing. This includes, but is not limited to, website pages, social media, product pages, advertisements, portfolios and showcase events.
- b) Clients may request that content Starfire Films created or will create for them is not used for promotional purposes. In the event you would like your content removed, please send an emailed written request to StarfireFilmsUK@Gmail.com.
- c) Clients may request ahead of time that their content is not used for promotional or portfolio purposes. Starfire Films will provide the Client written acknowledgement of the acceptance of this request.
- d) If the Client cancels their order, Starfire Films reserves the right to use any content created for the Client prior to cancellation for promotional and demonstrational purposes.

10. Cancellation and Refunds

Starfire Films is a service-based business rather than a business that sells physical products. As the Client is paying for our time on their project rather than a physical item, it is necessary to have the following cancellation and refund policies in place to protect our business and maintain fair circumstances for both parties.

For the purpose of this section the term 'loss' or 'losses' will refer to the amount of money forfeited by a party due to a cancellation or termination of services.

We want our Clients to understand our policies prior to purchase, and understand that they are in place for the benefit and protection of both parties. If you have any questions, please contact us at StarfireFilmsUK@gmail.com.

- a) By accepting the Terms of Service contract, the Client accepts personal responsibility for any losses they may incur as a result of a cancellation.
- b) The Client agrees that our Cancellations and Returns policy is fair and understands it is necessary to protect our business as well as compensate us for our time and resources including, but not limited to:
 - I. Administrative work;
 - II. Planning and preparation work;
 - III. Design work;
 - IV. Filming and/or editing work;
 - V. Loss of other potential custom;
 - VI. Equipment usage and maintenance;
 - VII. All other expenses borne by us to do the work requested.
- c) Cancellations must be requested in writing by either filling in the contact form at www.StarfirFilms.co.uk/Contact or by email to StarfireFilmsUK@Gmail.com with the subject line 'Cancellation Request'.
- d) Cancellation requests will be honoured from the time and date the Client submits the request and not the time we respond to it.
- e) Cancellation requests must be submitted prior to the commencement of any work-hours by Starfire Films.
- f) Cancellation requests must be submitted prior to the receipt of any sample, preview, draft or completed material from us.

- g) There are no requirements to request a cancellation, but for the purpose of improving our service we ask that you kindly enclose your reason.
- h) Cancellations and refunds are circumstantial, therefore there are different subsections to this section.
 - I. 10.1 Videography Services
 - II. 10.2 Editing Services
 - III. 10.3 Miscellaneous

- i) If the Client has made a booking for both Videography and Editing Services; then the terms of section 10.1 will overrule any relevant, appropriate or applicable sections within section 10.2. This is because videography services are executed prior to editing services.
- j) Starfire Films has full discretion regarding returning any amount of money paid for the relevant services, however we will always show our reasoning, calculations and in the event of a dispute, evidence where appropriate.
- k) By cancelling their order or services, the Client rescinds the rights to anything Starfire Films was paid to produce for them or on their behalf. Starfire Films will become the sole copyright holder as the creator.

10.1 Videography Services

In this section, 'Videography Services' means any work required by Starfire Films using a digital recording device such as a camera or microphone.

- a) The Client has 7 days from the date they paid their deposit to cancel without incurring a loss, providing the booking date is at least 28 days after the proposed cancellation date.
- b) The Client will incur a loss of 50% of their deposit when cancelling over 7 days after paying their deposit, providing the booking date is more than 28 days away.
- c) The Client will incur a loss of 100% of the amount paid when cancelling with fewer than 28 days until the booking date.

- d) Clients may request a rebooking to a new date in lieu of cancelling, meaning they would not lose any of their deposit.
 - I. This will be done as a gesture of goodwill the first time, but sequential requests will incur a charge of £25 each.
 - II. Requests to change the booking date must be made at least 7 days prior to the original videography booking.

10.2 Editing Services

In this section, 'Editing Services' means any digital creation (video or otherwise) created by Starfire Films for the Client, where the Client has not also received videography services.

- a) The client has 48 hours from the date of payment to cancel services without incurring a loss.
 - I. We will not begin work on an editing order for the first 48 hours while we are in the project planning stages, after this time, work may have commenced and the Client may incur losses for work done up to the point of cancellation.
 - II. Clients who originally negotiated with us for their project to be done in less than the standard 14-day period (also known as a 'rush job') will not benefit from the 48-hour cancellation period as:
 - 1. Work will have already been done,
 - 2. Provisions will have already been made to accommodate their request, including, but not limited to, additional employee childcare and childcare changes, client meetings, deadlines, project expenses, administrative duties and the declining of other potential work for the period dedicated to the Client.
- b) If the Client cancels services after receiving their 'Order in Progress' email, they will incur a 50% loss.
- c) If Starfire Films has issued a first draft of the service, the Client may not request to cancel services as the work has already been completed.

- d) If the Client cancels their order, Starfire Films will become the sole copyright owner and reserves the right to use any content created for the Client prior to cancellation for resale, promotional and demonstrational purposes.

10.3 Miscellaneous

- a) In line with The Consumer Rights Act (2015), Digital Content, Services; the following regulations apply:
 - I. Services will be executed with care and skill.
 - II. Information that is either spoken or written is binding when the Client relies on it.
 - III. Where the price is not agreed in advance by both parties, a reasonable price must be charged. (Starfire Films standard rate of £20 an hour will be used).
 - IV. Unless a specified timescale is defined, the service must be carried out within a reasonable time.
- b) If the service or digital goods does not adhere to these regulations, the following resolutions will apply:
 - I. Starfire Films must either redo any parts of the service that are unsatisfactory, or perform the whole service again at no extra cost to the client within a reasonable time and without causing further inconvenience.
 - II. In the event a repeat performance is not possible, or cannot be redone in a reasonable time without inconveniencing the client, the client may request a refund. If a refund is granted, the client must receive this within 14 days.
- c) In the event of a dispute between the two parties, an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations (2015) will be contacted to resolve the dispute and any consequential financial costs will be borne by the plaintiff.
- d) Clients may choose a voucher in lieu of a refund, for a value that is equal to the full value of the cancelled services.
 - I. The Client may not cancel an order purchased with a voucher for a monetary refund or for a new voucher.

- II. Vouchers are valid for 12 months from the date of creation.
- e) Refunds will automatically be processed to the original payment method and will only be issued to the paying Client.
 - f) Refunds where relevant, will be issued within 14 days of the decision to refund.
 - g) Dates and times of written correspondence sent and received will act as binding and supporting evidence in defence to any objections to these policies by either party.
 - h) Dates, times and timeframes listed include weekends and bank holidays.
 - i) Evidence of project progression can be provided to the Client upon request.
 - j) If we cancel your order or booking for any reason, you may choose to receive either:
 - I. A full refund;
 - II. A voucher with a value 10% higher than that of your order.
 - k) A voucher may be gifted to any other person or party.
 - l) A voucher may be used for any of our services.
 - m) We reserve the right to refund higher amounts at our discretion.
 - n) We may use the content we received and/or created for a cancelled order for promotional and demonstrative purposes. The Client may request we do not use their order in such a way in writing to StarfireFilmsuk@gmail.com.

11. Delivery

- a) Starfire Films will deliver your first draft by the proposed 'due date' on the service invoice. This is generally within the first 14 days, however if Starfire Films believe your order will take longer to complete, they will advise you at the time of booking or during the time of editing.

- b) Upon delivery of a draft or completed service for approval, the Client has 14 days in which to request alterations.
- c) Should the Client request alterations, a new 14-day period will begin to allow Starfire Films fair and sufficient time to make the requested changes.
- d) If the Client does not respond within 14 days of the most recent delivery, Starfire Films will concede the order as fulfilled to the satisfaction of the Client and no further changes will be accepted without additional service charges.
- e) Clients who have requested multiple services over separate orders accept that every order is separate and the Terms of Service in this agreement are valid for each order individually.
- f) Should complications with an order arise, Starfire Films will inform the Client to communicate the issue and negotiate a satisfactory resolution for the Client.
- g) Faster delivery timeframes may be available at the discretion of Starfire Films. The Client accepts this may not always be possible.
- h) Previews, drafts and samples may be delivered via the following methods:
 - I. Private YouTube link for convenient online viewing;
 - II. Private Microsoft One Drive link for digital download;
 - III. Private Google Drive link for digital download;
 - IV. Email for digital download;
 - V. USB Flash Drive either in person or by post, additional fees will apply;
 - VI. CD/DVD Disc either in person or by post, additional fees will apply.
- i) Completed orders may be delivered via the following methods:
 - I. Private Microsoft One Drive link for digital download;
 - II. Private Google Drive link for digital download;

- III. Email for digital download;
 - IV. USB Flash Drive either in person or by post, additional fees will apply;
 - V. CD/DVD Disc either in person or by post, additional fees will apply.
- i) Where hard copies of services have been requested (CD/DVD discs or USB flash drives) the content will be tested and confirmed as working properly prior to dispatch.
 - k) Delivery methods may vary depending on the size of the file to be transferred.
 - l) Previews, drafts and samples may be issued in a lower resolution than to be expected for the completed project.
 - m) Previews, drafts and samples may be watermarked throughout.
 - n) Starfire Films may, if they choose, show a short visual of their logo at the beginning or end of content ordered in the context and for the purpose of credit.
 - o) Starfire Films will make digital downloads available to the Client for a minimum of 14 days, by which time they may be removed to make data storage space available for other orders.

12. Work and Approval of Proof/Sample

- a) Alterations are included for Clients purchasing editing services at no extra cost. A maximum of three drafts will be sent before the final version is issued to the Client.
- b) Upon delivery of a draft or completed service for approval, the Client has 14 days in which to request alterations.
- c) Should the Client request alterations, a new 14-day period will begin to allow Starfire Films fair and sufficient time to make the requested changes.
- d) If the Client does not respond within 14 days of delivery, Starfire Films will concede the order as fulfilled to the satisfaction of the Client and no further changes will be accepted without additional service charges.
- e) Any quotes for alterations issued by Starfire Films are valid for 14 days. After this time:

- I. The price in the quote may have changed and a new quote will be required.
 - II. The changes will not be made if relevant payments are not made by the Client.
 - III. The requested changes may no longer be possible or available.
- f) In the event there is no response from the Client regarding the original draft, potential alterations or final draft, Starfire Films will assume the order has been completed to the satisfaction of the Client. The full version of the order will be released to the Client where applicable and the project will be marked as closed. We bear no liability for dissatisfaction as result of this. It is the onus of the Client to ensure the work is to their satisfaction and to actively communicate with us throughout the transaction.
 - g) If the Client responds after the 14-day response period, any Services or alterations will be treated as a new order pending acceptance of Starfire Films and payment by the Client in response to the new invoice issued.
 - h) Previews and drafts may be watermarked with our official logo, please note these will be removed from the final version of your order.

13. Foreign Taxes and Duties

- a) If the Client does not live in the UK, we accept that the Client has ensured that the work carried out by us is legal, free of copyright limitations and/or Intellectual Property rights insofar as is permissible within the remit of our work provided and is for their sole or otherwise private use, so as to not contravene laws that may be present within their country of origin.
- b) The Client is responsible for purchasing Services which you are lawfully able to purchase and for the payment of any fees that may occur as the result of an overseas transaction. The amount will differ dependant on the country of origin and this cost will be borne by the Client.

14. How We Handle your Content

- a) Starfire Films has a strong and precise Privacy Policy. It complies fully with the Data Protection Act (2018) which can be found at www.StarfirFilms.co.uk.
- b) If the Client posts Content to any public area of our website, it becomes available to the public domain. We accept no liability for the use of the content outside of the remit of our website.

- c) The Client irrevocably authorises Starfire Films to publish feedback, comments and ratings about your activity through our website, even if it may be defamatory or critical.
- d) The Client posting content to our website of any sort does not change their ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- e) The Client understands they are personally responsible for any breach of someone else's Intellectual Property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- f) The Client accepts all risk and responsibility for determining whether any Content posted by the Client is in the public domain and therefore not confidential.
- g) The Client will notify Starfire Films of any security breach or unauthorised use of their account.
- h) For your convenience and peace of mind, Starfire Films will store all created and sourced content for a minimum of 12 months; should you wish to request a new copy.
- i) Content may be available after this 12-month period depending on the data storage space available and the number of other Clients requesting work.
- j) We will maintain the data of the Client for as long as legally necessary and for as long as is necessary to complete the order of the Client.

Please see our Privacy Policy for further details on how we store and use data.

15. Content Restrictions (Website)

Starfire Films may welcome the Client to post content to our website for different purposes. We have to regulate your use of our website to protect our business and staff, to protect other users of our website and to comply with the law. These provisions apply to all users of our website.

We do not undertake to moderate or check every item posted, but we do protect our business vigorously. If we believe content posted is in breach of the law, we will co-operate fully with the law enforcement authorities however we can. Starfire Films accepts no liability for any violations of the law committed by the Client.

You agree that you will not use nor allow others to use our website to post content or undertake any activity which is or may:

- a) Be unlawful, or incline to motivate another person to commit a crime, incite crime.
- b) Consist in commercial audio, video or image files.
- c) Be sexually explicit or pornographic. This extends to glorification of violence, sexual or otherwise.
- d) Be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person.
- e) Give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business.
- f) Be made on behalf of another person, or impersonate another person. In turn this extends to what we may perceive to be defamatory material. We retain full rights as to what we define defamatory.
- g) Request or collect passwords or other personal information from another user without their permission, nor post any unnecessary personal information about yourself.
- h) Use our website to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. This includes sending private messages with commercial intent and collecting information on our other Clients for commercial use or with the intention of passing or selling it to a third party for their commercial use.
- i) Include anything in your profile other than true and correct information that is also relevant to display. This includes but is not limited to any links, videos, photos or graphics with the exception of a profile photograph of yourself in such a place we designate.
- j) Link to external webpages containing any of the material specificities in this section.
- k) Use distribution lists that include people who have not given specific permission to be included in such a distribution progress.
- l) Send age-inappropriate communications or content to any user under the age of 18.
- m) Contain misleading, inaccurate or false information with the intent of misleading other users or harming our business.

- n) The name, logo or trademark of any other organisation.
- o) Starfire Films will remove any content in violation of the above policies.

16. Content Restrictions (Orders and Services)

- a) Starfire Films is a diverse business and welcomes all Clients. We welcome all types of creative project providing they abide by UK law.
- b) We understand in film creation there are many types of content that some Clients may find offensive where other Clients would not have the same opinion. We are content to work with all kinds of content providing the content does not show evidence of a legitimate violation of any UK law.
- c) Starfire Films reserves the right to refuse services if they believe there is genuine and legitimate evidence of a real crime being committed.
- d) Should Starfire Films deem any content as illegal activity, they will hand over the relevant evidence to the local authorities accompanied by any and all known details of the Client provided by the Client.
- e) Starfire Films will not be held responsible for any illegal content provided by the Client or for any legal prosecution as a result.
- f) Starfire Films will legally pursue anyone found to be using content from our website or social media platforms in any way, including but not limited to, as their own creation or for their own gain.

17. Removal of Offensive Content

- a) For the avoidance of doubt, these Terms of Service apply to any person who visits our website for any purpose.
- b) We are under no obligation to monitor or record the activity of any user on our website for any purpose, nor do we accept any responsibility to monitor or police internet related activities; however, we may do so without notice to you and without explanation.
- c) If you are offended by any content, please follow the steps below:

- I. Your claim or complaint must be submitted to us in written format, details of the available methods are available on our contact page.
 - II. Your claim or complaint must contain details of the offending content or a description of where it can be found on our website.
 - III. We will review the complaint and if we discover it is in violation of our Terms of Service, we will promptly remove the content from our website.
 - IV. We may reinstate content to keep up to date with and in line with our policies.
 - V. We will respond to your complaint and explain the actions taken with thanks for helping us keep our website safe, fair and pleasant to use.
- d) In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant us a license to publish the complaint and all ensuing correspondence and communication, without limit.
- e) You agree that if any frivolous or vexatious complaint is made by you, you will repay us the cost of our investigation including legal fees, if any.

18. Website Security

If you violate our website, we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- a) Modify, copy or cause damage or unintended effect to any portion of our website, or any virtual facilities used within it.
- b) Link to our website in any way that would cause the appearance or representation of the website to be out of context or different from what would be seen by a user who accessed the website by typing the URL into a standard browser.
- c) Download any part of our website without our express written permission or consent. This does not include saving a copy of our Terms of Service or Privacy Policy.
- d) Collect or use our product listings, descriptions or prices.

- e) Aggregate, duplicate or copy in any manner of the content or information available from our website, other than as permitted by this agreement or as is reasonably necessary for the use of our website and any membership systems we have in place.
- f) Collect or use any information obtained from or about our website or the content except as intended by this agreement.
- g) Share with a third party any login credentials to our website.
- h) We grant a license to you to:
 - I. Create a hyperlink to our website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This license is conditional upon the Client not portraying us or any product or service as false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - II. You may copy the text of any page for your personal use in connection with the purpose of our website.

19. Disclaimers

- a) Starfire Films accepts no responsibility for the appropriateness of the content provided by the Client. All orders will be completed to the requirements of the Client except in circumstances where the Client is requesting unlawful content or providing unlawful content.
- b) We endeavour to abide by the law with intent to report any material we see that we believe is committing a genuine crime, however we will not accept responsibility for any criminal activity unnoticed by us in the content provided by our clients.
- c) We claim no perfect knowledge in any subject and we disclaim any obligation or liability to you arising directly or indirectly from information you interpret from our website.
- d) We make no representation or warranty and accept no responsibility in law for:
 - I. Accuracy of any content or the impression or effect it gives;
 - II. Conveyance of content, material or any message;

- III. Privacy of any transmission;
 - IV. Any act or omission of any person or the identity of any person who introduces themselves to you through our website;
 - V. Any aspect or characteristic of any services advertised on our website.
- e) The Client accepts that in any circumstances when we may become liable to you, the limit or our liability is the amount you have paid us for the services concerned.
 - f) We shall not be liable to you for any loss or expense which is:
 - I. Indirect or consequential loss;
 - II. Economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
 - g) Any paragraph contained within this contract which excludes or restricts our liability applies to our directors, officers, employees, subcontractors, agents and affiliated companies who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
 - h) If you become aware of any breach of any terms within this contract by any person, we thank you for informing us by completing the contact form on our website or by contacting us by email at StarfireFilmsUK@Gmail.com. We welcome your input, but do not guarantee to agree with your judgement.
 - i) When our website contains content posted by third parties, we are not responsible for any such content. If you come across any content which offends you, please contact us via the Contact page on our website.
 - j) We will do all we can to maintain access to our website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without providing Clients with notice first.
 - k) Nothing in this agreement excludes liability for a person or party's fraud.

20. Your Account with Us

- a) You agree that you have provided, and will continue to provide accurate, up to date and complete information about yourself. We need this information to provide you with our services.
- b) If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- c) You agree to accept responsibility for all activities that occur in relevance to your account and/or password. You must tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password urgently. We do not accept liability nor responsibility for loss of content or potentially stolen content as a result of this.

21. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- a) Your failure to comply with the law of any country;
- b) Your breach of this agreement
- c) Any act, neglect or default by any agent, employee, licensee or customer of yours;
- d) A contractual claim arising from your use of our services;
- e) A breach of the intellectual property rights of any person or business.

22. Intellectual Property

- a) Copyright works owned by you or a third party are unaffected by this agreement.
- b) The intellectual property in all work we do in the process leading to completion of the specified service and in the completed service belongs to us.
- c) If you change or create derivative versions of the specified service, the intellectual property in those changed or derived versions also belongs to us.

- d) We now grant an exclusive license to you to use the intellectual property contained within the specified service for an unlimited period. This license may be transferred to friends or family (eg. the Client had a video made as a gift for someone else). This does not affect the ownership of the intellectual property created by Starfire Films.
- e) If the Client wishes for intellectual property (such as clips or music) to be used within their order; they accept that they have all necessary licenses and permissions to use such content in such a way; and accepts any infringements as a result of misusing the intellectual property of another. Starfire Films will not be liable for any use of or misleading requests for the use of intellectual property at the request of the Client.
- f) The Client accepts all responsibility for any intellectual property featured within their content; this includes, but is not limited to, people, logos, brands and digital content. The Client accepts any dissatisfaction from others regarding any appearances within their order.
- g) The Client accepts all responsibility and permissions required for any locations or people within their content.
- h) The Client accepts all responsibility regarding the permissions required to videograph and photograph any and all people within their content. Starfire Films will not be liable for any dissatisfaction within content we record for the Client.

23. Dispute Resolution

In this paragraph, the term "ADR Provider" means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- a) If you are unhappy with our services or have any complaint, then you must first tell us via email to StarfireFilmsUK@Gmail.com.
- b) We will negotiate amicably with the Client to rectify the situation in a fair and satisfactory manner for both parties.
- c) If a dispute is not settled by amicable contact between the two parties, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

- d) If the dispute cannot be resolved as above, we will propose involving an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations found on www.TradingStandards.co.uk.

24. Dispute Resolution

- a) When we communicate with you, we aim to do so by email for the convenience and protection of both parties. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent to us by post.
- b) Where we provide services without specific charge to you, then it or they are deemed to be provided free of charge, and not to be associated with any other services for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those services.
- c) If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to this, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- d) The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- e) Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- f) No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- g) Any communication to be served on either party by the other shall be delivered by hand, recorded delivery or by email. It shall be deemed to have been delivered:
 - I. If delivered by hand, on the day of delivery;
 - II. If delivered by recorded delivery, on the day of delivery;
 - III. If sent by email to the email address from which the receiving party has last sent email; within 24 hours if no notice of non-receipt has been received by the sender.

- h) This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
- i) We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute between a party and its employees.
- j) In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- k) The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.
- l) Dates, times and timeframes listed within this contract include weekends and bank holidays.