

Terms of Use

This agreement ("Agreement") between you and **Ascent Media Group** ("Company") sets forth the terms and conditions which apply to the use by you of the Company Web Sites and any other product or service offered by Company for use, subscription or sale (collectively, "Services"). Subject to the terms and conditions below, and your acceptance thereof, Company agrees to grant, and you agree to take, a non-exclusive, non-transferable, single computer license to use and display the Services and related software for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. If you do not understand and accept the provisions, do not use the Services. Your use of the Services shall be deemed to constitute your acceptance of this Agreement and all of Company's rules and restrictions related to the Services, as they may change from time to time.

Lawful Use:

You agree to use the Services only as lawful in the United States, and all jurisdictions and subdivisions thereof, and in any nation and jurisdiction in the world, and all subdivisions thereof, with respect to which you use, access or reach out to with regard to the Services. Without limiting the foregoing, you agree not to post on or transmit through the Services any material which violates or infringes in any way upon the rights of others; is threatening, abusive or harassing; is defamatory; is invasive of privacy or publicity rights; is obscene; is lewd, lascivious, filthy, excessively violent or otherwise objectionable; or which encourages conduct that would violate any law or give rise to civil or criminal liability under any law. You agree to abide by the terms and conditions of this Agreement and any additional terms, conditions, rules or procedures imposed by Company or by third-party content providers in connection with third-party content, software or services available on or through the Services.

Rights:

The content of this site includes copyrighted materials, trademarks and other proprietary information, including, without limitation, text, software, photos, video, audio visual recordings, graphics, music and sound. The entire contents of this site are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to Company. Third-party content providers own the copyright in content that is original to them. Company, Ascent Media Group are trademarks and service marks of Company. All rights are reserved. All other trademarks and service marks appearing on the site are the property of their respective owners, including, in some instances, Company. All rights are reserved. Use of any of our trademarks or names as "metatags" on other Web Sites is prohibited. You may not display our Web Sites or content in frames or "in-line links" without express written permission from Company (e-mail requests to webmaster@ascentmedia.com).

You agree not to encumber, license, modify, publish, copy, sell, transfer, transmit, or in any way exploit, any of the content of the site, nor will you attempt to do so. Except as otherwise expressly permitted by applicable law, you agree not to copy, redistribute, publish or otherwise exploit material which you download from the site without the express prior written permission of Company and the owner of such material (from whom you are solely responsible for obtaining permission). You further agree and acknowledge that you shall not acquire any ownership rights by downloading material from the site.

Company does not solicit submissions, creative materials, ideas or suggestions other than those Company specifically requests. Any communications or materials you transmit to Company by electronic email or otherwise including, without limitation, data, questions, comments, ideas, images, writings, music, sounds, audiovisual effects, artwork, design elements, graphics, suggestions, concepts, biographical information, notes or message postings, will be treated as non-confidential and non-proprietary. You hereby unconditionally and irrevocably transfer and assign to Company, its parent and their affiliates, subsidiaries, successors and assigns, in perpetuity, the royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, display and otherwise exploit the material you send to Company, in all languages and throughout the universe, in any form, media or technology now known or hereafter devised. You acknowledge and expressly agree that any such communications or materials you transmit or post may be used by Company, its parent and their affiliates, subsidiaries, successors and assigns, for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products using such information, and you hereby waive the right to receive any financial or other consideration in connection with such information, including, without limitation, credit. (See Submission Agreement)

Usage Rules:

You agree that you will not post on or transmit through the Services any advertising or commercial solicitation of any kind whatsoever, including, without limitation, via e-mail, without Company's express prior written approval and, if then, solely in accordance with the terms and conditions imposed by Company with respect thereto. You further agree not to use the Services, or any element or portion thereof (including, without limitation, e-mail addresses of users), for any commercial purpose whatsoever. You agree not to use the services in any way that abuses, defames, stalks, annoys, threatens or violates the rights of privacy, publicity, intellectual property or other legal rights of others (now or hereafter recognized) or to post, publish, distribute, disseminate or upload any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful matters, including, without limitation, information, topics, names or other material.

Without limiting the forgoing, you agree not to:

- (a) attempt to impersonate another user or any other third party by selecting or using the name, address, credit card information, e-mail address or avatar of (or belonging to) another user or other person, or otherwise;
- (b) use a user name, address, credit card information, e-mail address or avatar belonging to any other person, for any reason whatsoever, without the prior express written authorization of such person;
- (c) use a user name, e-mail address or avatar in violation of the intellectual property rights of any person or entity;
- (d) use a false "header" - the legend attached to e-mail messages to show the message's point of origin, route and destination - or otherwise falsely configuring e-mail;
- (e) use a user name, e-mail address, header or avatar that Company, in its sole discretion, deems inappropriate;
- (f) disseminate multiple unsolicited copies of e-mail through the Services;
- (g) upload files that contain software or other material protected by intellectual property laws, rights of publicity or privacy, except if you own or control such rights or have received all necessary consents, permissions, licenses, approvals;
- (h) upload files that you know or have reason to believe may contain viruses, corrupted files, or any other similar software or program that may result in damage to the operation of Company's Web Sites or servers or to another's computer;
- (i) advertise, offer to sell or buy any goods or services for any business purpose;
- (j) conduct or forward surveys, contests, pyramid schemes or chain letters;
- (k) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (l) restrict, inhibit, harass or attempt to prevent any other user from using and enjoying the Services;
- (m) disclose personal information and/or collect information about others (especially personal information or information likely to lead to personal identification of another), including e-mail addresses, without their prior consent; or
- (n) violate any applicable domestic or international laws or regulations.

Always use caution and common sense when using the Services, especially when giving out any personally identifying information about yourself or your children or with respect to financial information or transactions. Company does not control or endorse the content, messages or information found in user submitted portions of the Services or External Sites and, therefore, Company specifically disclaims any responsibility with regard thereto.

Additions and Changes:

You agree to review this Agreement on at least a weekly basis to be aware of Changes (as defined herein). Our employees cannot change the terms of this Agreement except as posted on this Web Site. Company has the right, at any time, to

- (a) add, change or discontinue any aspect or feature of the Services, including, but not limited to, content, financial terms, availability and equipment needed for access or use;
- (b) impose, change or modify its terms and conditions applicable to your use of the Services, or any part thereof; and/or
- (c) to impose, change or modify the terms and conditions of this Agreement ("Changes"). Such Changes shall be effective immediately upon notice by posting the Changes on Company's Web Site or by any other method of notice Company deems appropriate. Any use of the Services by you after notice of the Changes, constitutes acceptance by you of such Changes.

Disclaimers; Limitations; and Waivers of Liability:

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT OF ANY WARRANTIES INCAPABLE OR EXCLUSION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT). WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

COMPANY DISTRIBUTES CONTENT SUPPLIED BY THIRD PARTIES AND USERS OF THE SERVICES AND PROVIDES LINKS TO EXTERNAL LOCATIONS OPERATED BY THIRD PARTIES. ALL COMMUNICATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BY OTHER USERS, IS SOLELY MADE BY THE RESPECTIVE AUTHOR(S) OR DISTRIBUTOR(S), AND NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS THEREOF, OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; NOR DO THEY MAKE ANY GUARANTEE, ENDORSEMENT OR WARRANTY WITH RESPECT THERETO. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY TO SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY COMMUNICATION AND AGREE TO USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WITH RESPECT TO ALL COMMUNICATION AND TRANSACTIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS ARE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY OR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Editing/ Blocking:

You agree that Company in its sole discretion, shall have the right, but not the obligation, to edit, refuse to post or remove any material submitted to or posted on the Services, for any reason whatsoever, including, without limitation, if Company considers that the material constitutes or promotes gambling or any illegal activity, or if Company considers the material to be pornographic, sexually explicit, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable. Notwithstanding the foregoing, you shall remain solely responsible for the content of material you upload, post or otherwise make available on the Services. Furthermore, you acknowledge that the Services may not be monitored and that you do not rely on Company to monitor or edit the Services and that the Services may contain content which you find offensive, and you hereby waive any objections you might have with respect to viewing such content.

External Locations / Linking:

The Services contain links to external locations (e.g., other Web Sites, etc.) and the ability to access external portions of the Internet. You agree that Company is not responsible for the availability of these external locations, the content, including, without limitation, solicitations thereon or products or services made available thereby. You acknowledge that some external locations may contain materials or communications which are unedited, untrue, illegal in some jurisdictions and may be offensive. You agree to access external locations at your own risk and not to permit minors to have access in inappropriate material. You agree that Company shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such external location. Any concerns regarding any external location should be directed to its respective site administrator, systems operator or webmaster and to

webmaster@ascentmedia.com. You will not link to ascentmedia.com without the prior written approval of Company; contact webmaster@ascentmedia.com.

Indemnification:

You agree to defend, indemnify and hold harmless Company and its parent, subsidiaries, affiliates, employees, agents, attorneys, third-party content providers and licensors from and against all claims and expenses, including attorney's fees and costs, arising out of your use of the Services and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in this Agreement.

Equipment:

You agree to be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services, and you shall be responsible for all charges related thereto.

Governing Law:

This Agreement and all aspects of the Services shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. You acknowledge that the rights granted and obligations made hereunder to Company are of a unique and irreplaceable nature, the loss of which shall irreparably harm Company and which cannot be replaced by monetary damages so that Company shall be entitled to seek injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages. You agree that any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein (including without limitation, statutory, equitable or tort claims) shall be instituted and prosecuted under the exclusive jurisdiction of any state or Federal court empowered to enforce this Agreement located in Los Angeles County, California and waive any objection thereto on the basis of personal jurisdiction or venue. However, Company may, in its sole and exclusive discretion, exercise the option to initiate (or to dismiss its suit, action or proceeding in California and then initiate) any such suit, action or proceeding in any court of competent jurisdiction in any territory in which you are present or conduct business or other activities. In any suit, action or proceeding initiated in any state or Federal court in California, you and Company irrevocably submit to the jurisdiction and venue of all state and Federal courts of California and waive any and all objection to such jurisdiction that either may have under the laws of the State of California, the United States or otherwise and also waive any right to challenge the convenience of California as an appropriate forum. Company and you hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Company against you or you against Company on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Company and you, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

Miscellaneous:

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements between the parties hereto with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Complaints or Notices:

If you have any questions or complaints please contact webmaster@ascentmedia.com. If you believe that any of the material on our Web Site infringes any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please go to the Intellectual Property Complaint Policy for specific instructions on notifying us.

Intellectual Property Complaint Policy:

Ascentmedia.com takes the intellectual property rights of others very seriously and complies with the complaint procedures of the Digital Millennium Copyright Act. If you believe that any of the material on our Web Site infringes any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please email to us the specific details of your claimed infringement to webmaster@ascentmedia.com. In your notification to us, please include the following information:

1. Identification of the copyrighted work(s) claimed to have been infringed and statement of ownership to such work(s);
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number and email address at which you may be contacted;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. Your physical or electronic signature.

If you have questions about this policy, please email us at: webmaster@ascentmedia.com.

If you are under 13 years old, please have your parents make the complaint.

Submission Agreement:

Before you submit anything to Ascentmedia.com ("Company") such as articles, letters, stories, videos, jokes, etc., please review our Terms of Use and the following terms and conditions to which you must agree before Company will accept any such materials. If you don't agree to the Terms of Use and these terms and conditions, please do not submit anything to us.

Any communications or materials you transmit to Company by email or otherwise including, without limitation, data, questions, comments, ideas, images, writings, music, sounds, audiovisual works or effects, artwork, design elements, graphics, suggestions, concepts, biographical information, notes or message postings, will be treated as non-confidential and non-proprietary. You hereby unconditionally and irrevocably transfer and assign to Company and its affiliates, subsidiaries, successors and assigns, in perpetuity, the royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, display and otherwise exploit the material you send to Company, in all languages and throughout the universe, in any form, media or technology now known or hereafter devised. You acknowledge and expressly agree that any such communications or materials you transmit or post may be used by Company and its affiliates, subsidiaries, successors and assigns, for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products using such information, and you hereby waive the right to receive any financial or other consideration in connection with such information, including, without limitation, credit.

1. Scope

- 1.1 In these terms and conditions ("Terms"), "Client means the person firm or company to whom an work or process and/or the supply of materials are being provided ("Services"); "AMG" means Ascent Media Group Limited, any trading division of Ascent Media Group Limited and any company that is a member of the same group of companies as Ascent Media Group Limited within the meaning of section 736 of the Companies Act 1985 the identity of such company being stated on the order form or written quotation relating to such services and/or materials ("Group Company") or, in the absence of an order form or written quotation, the Group Company providing such particular services and/or materials.
- 1.2 These Terms apply to every contract for the provision of Services by AMG to the Client to the exclusion of any other terms and conditions proposed or referred to by the Client (unless specifically agreed in

writing by AMG) and the supply of Services by AMG shall not constitute acceptance of any other terms and conditions.

- 1.3 These Terms constitute the entire agreement between AMG and the Client and shall apply to the exclusion of any non-fraudulent representation, whether express or implied, written or oral made by or on behalf of AMG.
- 1.4 In these Terms, unless notified to the contrary in writing, AMG shall be entitled to rely on instructions given to AMG by any third party (including without limitation any advertising agency) purportedly on the Client's behalf.

2. Orders, Cancellation and Quotations

- 2.1 All orders shall be placed using the Client's authorised Purchase Order and no order will be binding on AMG unless or until such order has been accepted by AMG in writing, save that verbal orders may be accepted at AMG's discretion. Once accepted, an order may not be cancelled other than with AMG's written consent and each order placed will create a separate contract which will be automatically governed by these Terms.
- 2.2 In the event of any cancellation request being received and permitted by AMG more than 7 days prior to the date the Services are due to commence, AMG shall be entitled to payment of 80% of the estimated fees for such Services. Any cancellation received and permitted less than 7 days before the date the Services are due to commence shall be charged in full.
- 2.3 Unless expressly stated otherwise, a quotation is valid for 30 days only from the date of the quotation.

3. Price and Payment

- 3.1 Unless AMG has given a written quotation, all work will be done at AMG's rate card current at the date an order is received from Client. Whilst given in good faith, AMG shall not be bound by any estimate of price. All prices are subject to value added tax payable by the Client at the appropriate rate.
- 3.2 Unless AMG has agreed in writing, Client shall be required to pay (in Pounds Sterling by Bankers Automatic Clearing Service) 50% of the estimated fees on acceptance of the order and the final balance on delivery or, if earlier, notification that the goods are ready for delivery.
- 3.3 AMG may in its sole discretion agree to grant the Client credit. AMG shall be entitled to trade and/or bank references to consider any credit application. Where AMG has agreed in writing to a credit arrangement, the Client shall pay all charges in full within 30 days of the date of the invoice.
- 3.4 If any sum payable by the Client shall not be paid by the due date for payment, AMG shall be entitled to:
 - (a) interest on all outstanding sums at the rate of 3% per annum above the base rate of National Westminster Bank plc from the due date until the date of payment and such interest shall be payable on demand; and
 - (b) withdraw any applicable discounts and to charge the full amount in accordance with the current rate card.
- 3.5 Any query alleging a defect in the Services or relating to an invoice must be respectively raised in writing within 7 days of the Client becoming aware of the alleged defect or within 30 days of such invoice.
- 3.6 AMG shall be entitled to retain possession of any materials created by AMG in the course of providing the Services ("Materials") until payment has been received in full from the Client.
- 3.7 Until AMG has received payment in cleared funds for the Services:
 - (a) legal title to all Materials produced in the course of such Services shall remain with AMG (notwithstanding delivery or the passing of risk to the Client);
 - (b) AMG shall have a general lien over all materials in its possession belonging to the Client ("Client Materials"); and
 - (c) the licence granted by AMG to the Client pursuant to Clause 5.3 shall not take effect
- 3.8 Furthermore, legal title to the Materials shall remain with AMG until AMG has received payment in cleared funds of all charges due for all Services rendered by AMG to the Client.
- 3.9 In the event of any monies remaining outstanding from the Client to AMG after the expiry of 14 days after such monies becoming due or if any step is taken by or against the Client pursuant to the Insolvency Act 1986:
 - (a) AMG shall be entitled to exploit or dispose of all Materials and Client Materials in its possession, retain the net proceeds of sale against such outstanding monies, and shall account to the Client for the balance (if any) remaining; and/or
 - (b) the Client shall forthwith upon demand deliver to AMG any Materials, ownership of which remains with AMG, and in any event AMG shall be entitled to re-possess the same and for such purpose the Client grants to AMG an irrevocable licence to enter into the premises of the Client, without being liable for any damage caused thereby.
- 3.10 The Client shall not be entitled to make any deduction from any payment due to AMG in respect of any set-off or counterclaim.

4. Completion and Delivery

- 4.1 In all cases, delivery shall be at AMG's premises. Risk shall pass to the Client on delivery.
- 4.2 At AMG's sole discretion, AMG may agree (at the Client's sole expense and risk) to pack and despatch Materials to any address specified by the Client.

- 4.3 AMG shall use all reasonable efforts to deliver in accordance with delivery dates but AMG shall not be liable for any loss or damages of any nature caused by any failure of AMG to meet any delivery date and time of completion and delivery shall not be of the essence.

5. Intellectual Property

- 5.1 All copyright and other intellectual property rights of whatever nature resulting from the Services and/or any Materials shall remain vested in and be the exclusive property of AMG.
- 5.2 Subject to AMG having received payment in full of all monies due, AMG grants the Client an exclusive licence to publish, copy, transmit, broadcast and otherwise use the Materials in an unmodified form (save that AMG shall have a right to publish, copy, transmit, broadcast and otherwise use the Materials for the purposes of promoting AMG).
- 5.3 The Client grants to AMG a non-exclusive licence to edit, adapt, reproduce, receive, store, transmit or otherwise process or use in any way whatsoever the Client Materials for the purpose of providing the Services and refer to the Client and the title of the relevant Client project in AMG's advertising and/or promotions.
- 5.4 The Client shall ensure that AMG is given screen credits in respect of the Services in a form approved in advance by AMG.

6. Force Majeure

- 6.1 AMG shall not be under any liability to the Client as a result of AMG being unable to perform any of its obligations due to circumstances beyond its reasonable control including without limitation industrial action, act of God, fire, flood, storm, acts of civil or military authorities, war, terrorism, shortages of material or acts, omissions or failures of third parties or the Client. AMG shall at its sole option be entitled to either perform such obligations as and when it is reasonably able to do so or to treat itself as wholly or partly released from all such obligations or instructions without liability.

7. Termination

- 7.1 Without prejudice to any other right or remedy which it may have, AMG shall be entitled to terminate its agreement for the provision of Services with Client if:
- (a) the Client is at any time in material or persistent breach of any of these Terms or any sum owing to AMG by the Client is overdue for 21 days or more; or
- (b) the Client is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or has a trustee, receiver or an administrative receiver appointed over it or over any substantial part of its assets or has an order made or passes a resolution for its liquidation, dissolution or winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, takeover or reconstruction) or enters into any voluntary agreement with its creditors or becomes bankrupt or files for voluntary bankruptcy or ceases or threatens to cease to carry on business or any analogous situation to any of the above occurs under the law of any jurisdiction.
- (c) the Client Materials are not of the necessary technical standards to enable AMG to perform the Services.
- 7.2 Upon termination for any reason whatsoever:
- (a) the Client shall pay to AMG all sums owing in respect of Services already performed; and
- (b) Clauses 1, 3, 5, 7.2, 8, 9, 10, 12 and 13 shall survive.

8. Warranties and Liability

- 8.1 AMG shall use reasonable skill and care in performing the Services.
- 8.2 AMG hereby excludes to the fullest extent permitted by law any and all warranties, terms and conditions other than those set out expressly herein (whether express, implied by statute, contract, course of dealing or otherwise) including without limitation any implied warranties as to fitness for purpose or satisfactory quality.
- 8.3 AMG shall not in any circumstance be liable for:
- (a) any loss of business, goodwill, reputation, contracts, opportunities or profits (in each case whether arising in the normal course of events or AMG knew of the possibility of such loss);
- (b) any indirect, consequential or special loss or damage;
- (c) or any loss of quality attributable to any process carried out during the performance of the Services.
- 8.4 The Client's particular attention is drawn to the fact that prices quoted for the work undertaken by AMG do not take any account of any special value of any Client Materials passed to, or stored by, AMG. Client acknowledges that the cost of insuring Client Materials against all risks to its full value (if such insurance could be obtained) would result in a substantial increase in AMG's prices for Services. Client will insure all Client Materials passed to AMG against all risks to their full replacement value (including any consequential loss they may suffer as a result of its loss or damage) and AMG accepts no liability whatsoever for any loss or damage caused by the default or negligence of its servants, agents or sub-contractors save that AMG shall on request refund the current purchase cost of any blank film stock or video tapes damaged or lost in its possession by reason of AMG's negligence or default.

- 8.5 Save as set out above, AMG's total liability for any and all loss or damage arising out of or in connection with any contract for Services with the Client shall be limited to the total sums paid by the Client to AMG under such contract.
- 8.6 Nothing herein shall be construed as excluding or limiting AMG's liability for death or personal injury caused by AMG's negligence.
- 8.7 The Client shall indemnify AMG, its directors, employees, contractors and agents against any and all liability, costs, expenses, claims and demands of any nature whatsoever, arising out of or in connection with the Client's Materials and any acts or omissions of the Client, its employees or representatives, including without limitation any breach of these Terms.
- 8.8 The Client warrants that:
- (a) where AMG uses the Client Materials it will not give rise to a breach of copyright trademark or any other proprietary interests of any third party; and
 - (b) the Client has made a security copy or second copy of the Client Materials and any master copy.

9. Storage of Client Materials

- 9.1 AMG shall be entitled to destroy or dispose of any Client Materials not collected from AMG within six months after the completion of any Services and, until collected, such Client Materials shall be held by AMG at the Client's sole risk and liability.
- 9.2 AMG will only store Client Materials on the written instructions of the Client subject to the Client paying (unless otherwise agreed in writing) monthly in advance storage charges at the rates published from time to time by AMG ("Storage Charges") and any Client Materials so stored will be stored at the Client's sole risk and liability.
- 9.3 If the Client fails to take delivery of the Services and/or Customer Materials within 21 days of notification of completion of the Services, AMG will be entitled to charge and the Client obliged to pay Storage Charges.

10. Confidential Information

- 10.1 The Client shall keep confidential and secure all information relating to AMG and the Services (the "Group Information") and shall not disclose such Group Information to any third party (other than its employees or professional advisors who need to know the same) without AMG's prior written consent save to the extent that any Group Information is a) in the public domain not through any fault of or disclosure by or on behalf of the Client; or b) required by law to be disclosed.

11. Sub-Contract

AMG reserves the right to sub-contract at its discretion and without notice to the Client.

12. Licence to Occupy

- Any occupation of AMG's premises by the Client will:
- (a) not confer exclusive occupation on the Client who shall occupy as licensee only;
 - (b) not create any relationship of Landlord and Tenant;
 - (c) be personal to the Client; and
 - (d) (unless otherwise agreed) be subject to the payment of a licence fee as imposed by AMG.

13. General

- 13.1 Any notice given under these Terms may be served by posting the same by ordinary recorded delivery or registered mail, in an envelope pre-paid and addressed to the recipient at the address of the recipient last known to the sending party. Such notice so posted shall be deemed to be served on the 2nd day after the same was posted.
- 13.2 No variation, qualification, addition or amendment to these Terms shall be valid unless made in writing and signed by an authorised person on behalf of each party.
- 13.3 The invalidity of any of these Terms shall not affect the continuing enforceability of the remaining Terms.
- 13.4 No failure or delay by AMG in exercising any of its rights under these Terms shall be deemed to be a waiver of such breach or any subsequent breach of the same or any other Term.
- 13.5 These Terms shall not be taken to constitute a partnership or the relationship of employer and employee.
- 13.6 Subject to clause 13.7, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms but this does not affect any right or remedy of any third party which exists apart from that Act.
- 13.7 Each Group Company may enforce these Terms to the extent that it has provided Services and or Materials to the Client.
- 13.8 These Terms and each contract between AMG and the Client shall be governed by English law and subject to the exclusive jurisdiction of the English courts.