

Film Locations is an online platform developed by JJ Locations Limited (company number 05983518) (“JJ”) which connects you (“you” or the “Location Owner”) who has properties to list and hire, with potential clients seeking to use those properties as locations for use in connection with media projects (including film, television, commercials, photographic shoots, music videos, internet virals and other events).

Please read these terms and conditions (the “**Agreement**”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing and/or using the Services (as defined below), you agree to comply with and be bound by this Agreement.

If you wish to use the Services, please click the “I agree and confirm” button to acknowledge acceptance of the Agreement.

## 1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**Agreement:** the Online Registration Form and these terms and conditions;

**Applicable Law:** all applicable laws, enactments, rules, regulations, orders, regulatory policies, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Commission Fees:** the commission fees payable by the Location Owner to JJ at the rate of 10% of the Location Fee received;

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.6 or clause 10.7;

**Controller:** as defined in the Data Protection Legislation;

**Data Subject:** as defined in the Data Protection Legislation;

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**Documentation:** the documents made available to the Location Owner by JJ online via <https://film-locations.co.uk>, or such other web address as notified by JJ to the Location Owner from time to time, including (but not limited to) user instructions for the Platform;

**Effective Date:** the date the Location Owner completes the Online Registration Form and receives a unique username and password, as described in clause 2.1 below;

**Intellectual Property Rights:** patents, trademarks, service marks, design rights, domain names, database rights, registrations and applications for registration for any of the foregoing, copyright and all rights in the nature of copyright, trade secrets, know-how and other industrial and intellectual property rights, wherever subsisting;

**Location:** all or part of the house(s), apartment(s), warehouse(s), hotel(s) or any other location listed for hire on the Platform;

**Location Fee:** the location fee agreed between the client and the Location Owner for hiring the Location;

**Location Owner Data:** the data (in whatever format) inputted by the Location Owner for the purpose of using the Services;

**Normal Business Hours:** 9.00 am to 6.00 pm local UK time, each Business Day;

**Online Registration Form:** the online registration form that the Location Owner completes through the Website to request membership of the Platform;

**Personal Data:** as defined in the Data Protection Legislation;

**Personal Data Breach:** as defined in the Data Protection Legislation;

**Platform:** means the online platform known as "Film Locations" which connects owners of property who have properties to list and hire, with clients seeking to use such properties as locations in connection with media projects (including film, television, commercials, photographic shoots, music videos, internet virals and other events);

**Processing:** as defined in the Data Protection Legislation;

**Processor:** as defined in the Data Protection Legislation;

**Records:** the books, records and contracts of the Location Owner;

**Services:** means the provision, by JJ to the Location Owner, of access to and use of the Platform and the Documents in accordance with the licence set out at clause 3.1 and the terms of this Agreement;

**Software:** the online software applications provided by JJ as part of the Services, including the Platform;

**Stripe:** the secure online payments platform operated by Stripe, Inc. which is integrated into the Website;

**Subscription Fees:** the subscription fees payable by the Location Owner to JJ for the Services, as set out at <https://film-locations.co.uk> as at the Effective Date, or as varied from time to time in accordance with clause 6.5;

**Transaction Date:** the date on which the Location Owner receives payment of the Location Fee from the client;

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

**Website:** <https://film-locations.co.uk> or such other website as may be notified by JJ from time to time.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.7. A reference to writing or written includes e-mail.
- 1.8. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## **2. LOCATION OWNER REGISTRATION**

- 2.1. The Location Owner will become a member of the Platform and entitled to use the Services on the date (the "**Effective Date**") the Location Owner has completed the Online Registration Form via the Website, has been provided with a unique username and password to access the Platform and has paid the Subscription Fees or selected to make payment by Commission Fees.
- 2.2. The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services, the Location Owner represents and warrants that he/she is 18 or older.
- 2.3. Each Location Owner warrants that he/she:
  - 2.3.1. is either the lawful owner of the property or properties he/she lists on the Platform or a legally authorised representative of the owner of the property or properties he/she lists on the Platform;
  - 2.3.2. has no knowledge of any reason why he/she may not be entitled to upload details of the relevant property or properties to the Platform; and
  - 2.3.3. has all the necessary legal consents, licences and permissions required to input the details of the property or properties concerned on the Platform and to use the Services, and to enable JJ to include said property details on the Platform for viewing by potential clients.

## **3. SERVICES**

- 3.1. JJ hereby grants to the Location Owner (subject to payment of the Subscription Fees if applicable), a non-exclusive, non-transferable right, without the right to grant sub-licences, to access and use the Platform and the Documentation.
- 3.2. The Location Owner acknowledges that use of the Platform in accordance with clause 3.1 includes (but is not limited to) the right to upload details (including images) of a property that he/she owns or is legally authorised to represent, for inclusion on the Platform. The Location Owner acknowledges that a member of the public will be able to browse for properties to use as locations through the Website and contact the Location Owner in relation to the same directly.

- 3.3. By registering with the Platform in accordance with clause 2, the Location Owner agrees to the contact details he/she has supplied on setting up his/her profile on the Platform being made available on the Website, for potential clients to use to communicate and transact directly with such Location Owner when seeking to book a location.

#### **4. JJ UNDERTAKINGS AND OBLIGATIONS**

- 4.1. JJ shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned and/or unscheduled maintenance performed outside Normal Business Hours, provided that JJ has used reasonable endeavours to give the Location Owners at least 6 Normal Business Hours' notice in advance.
- 4.2. JJ undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 4.3. The undertaking at clause 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to JJ's instructions, or modification or alteration of the Services by any party other than JJ or JJ's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, JJ will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Location Owner with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Location Owner's sole and exclusive remedy for any breach of the undertaking set out in clause 4.2. Notwithstanding the foregoing, JJ:
- 4.3.1. does not warrant that the Location Owner's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Location Owner through the Services will meet the Location Owner's requirements; and
- 4.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Location Owner acknowledges that the Services, the Platform and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

#### **5. LOCATION OWNER CONDUCT, UNDERTAKINGS AND OBLIGATIONS**

- 5.1. The Location Owner undertakes that he/she shall keep the username, password and account details for his/her use of the Services, Platform and the Documentation, confidential. In the event that the Location Owner becomes aware of any unauthorised access or use of his/her account, he/she shall promptly notify JJ of the same.
- 5.2. The Location Owner shall be fully responsible for all activities that occur under his/her account (including any unauthorised access or use of the Service under his/her account). The Location Owner shall permit JJ to audit the Services and should such audit reveal that any password has been provided to any individual who is not the Location Owner, then without prejudice to JJ's other rights, JJ shall promptly disable such password and may choose not issue any new passwords to any such person.
- 5.3. The Location Owner shall abide by any guidelines provided by JJ and set out in the Documentation when using the Platform and Services. In particular, the Location Owner shall upload details of properties for the purposes of creating a listing in line with the Documentation and hereby acknowledges and agrees that he/she will be solely responsible for the accuracy, completeness and reliability of the property details he/she provides for inclusion on the Platform.
- 5.4. The Location Owner shall not access, store, distribute or transmit any Viruses, or any material during the course of his/her use of the Services that:

- 5.4.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 5.4.2. facilitates illegal activity;
- 5.4.3. depicts sexually explicit images;
- 5.4.4. promotes unlawful violence;
- 5.4.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 5.4.6. is otherwise illegal or causes damage or injury to any person or property;

and JJ reserves the right, without liability or prejudice to its other rights to the Location Owner, to disable the Location Owner's access to any material that breaches the provisions of this clause.

5.5. The Location Owner shall not:

- 5.5.1. restrict, inhibit or prevent any other Location Owner from using or enjoying the Services, Platform or Documentation; or
- 5.5.2. except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
  - 5.5.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 5.5.2.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 5.5.3. impersonate any person or entity or misrepresent his/her affiliation with any other person or entity; or
- 5.5.4. access all or any part of the Services, Platform and Documentation in order to build a product or service which competes with the Services and/or Platform and/or Documentation; or
- 5.5.5. use the Services and/or Platform and/or Documentation to provide services to third parties; or
- 5.5.6. engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or other information (including any activity which involves accessing or using cookies for purposes which are unrelated to the Services); or
- 5.5.7. subject to clause 20, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Platform and/or Documentation available to any third party; or
- 5.5.8. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Platform and/or Documentation;

and JJ reserves the right, without liability or prejudice to its other rights to the Location Owner, to immediately suspend the Location Owner's access to the Platform and Documentation and/or immediately terminate the Location Owner's access to and membership of the Platform and Documentation, in the event that the Location Owner breaches any of the provisions of this clause.

5.6. Each Location Owner shall:

- 5.6.1. provide JJ with all necessary co-operation in relation to this Agreement;
- 5.6.2. abide by any guidelines issued by JJ for the Services or the Platform from time to time;
- 5.6.3. comply with all Applicable Laws with respect to its activities under this Agreement;
- 5.6.4. carry out all other Location Owner responsibilities and obligations set out in this Agreement in a timely and efficient manner;
- 5.6.5. use the Services, Platform and the Documentation in accordance this Agreement;
- 5.6.6. create a user profile for Stripe and provide such Personal Data as is required for this purpose (including bank details for receipt of the Location Fee from the client and payment of the Commission Fee to JJ);
- 5.6.7. be solely responsible for procuring and maintaining his/her network connections and telecommunications links from his/her systems to JJ's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Location Owner's network connections or telecommunications links or caused by the internet.

**6. CHARGES AND PAYMENT**

- 6.1. In consideration for the Services, the Location Owner shall pay the Subscription Fees or the Commission Fees (as selected by the Location Owner in the Online Registration Form) to JJ in accordance with this clause 6.
- 6.2. The Location Owner shall, on the Effective Date, provide Stripe with valid, up-to-date and complete credit card details acceptable to JJ and any other relevant valid, up-to-date and complete contact and billing details in accordance with clause 5.6. The Location Owner hereby authorises JJ to bill such credit card:
  - 6.2.1. on the Transaction Date for the Commission Fees;
  - 6.2.2. on the Effective Date for the Subscription Fees payable on that date, being a monthly subscription fee or an annual subscription fee (as varied from time to time in accordance with clause 6.5); and
  - 6.2.3. subject to clause 13.1, on the monthly anniversary of the Effective Date (in the case of monthly subscriptions) or on the anniversary of the Effective Date (in the case of annual subscriptions), for the Subscription Fees payable on that date (as varied from time to time in accordance with clause 6.5).
- 6.3. If JJ has not received payment 7 days after the due date, and without prejudice to any other rights and remedies of JJ, JJ may, without liability to the Location Owner, disable the Location Owner's password, account and access to all or part of the Services and JJ shall be under no obligation to provide any or all of the Services while the Subscription Fees or Commission Fees concerned remain unpaid.

- 6.4. All amounts and fees stated or referred to in this Agreement:
- 6.4.1. shall be paid via Stripe on the Website;
  - 6.4.2. shall be payable in sterling;
  - 6.4.3. are, subject to clause 12.3.2 non-cancellable and non-refundable; and
  - 6.4.4. are inclusive (if applicable) of value added tax.
- 6.5. JJ shall be entitled to review the Subscription Fees and/or Commission Fees at any time and increase them upon 30 days' prior notice to the Location Owner, and the references to Subscription Fees and/or Commission Fees throughout this Agreement shall be deemed to have been amended accordingly.

## 7. AUDIT

- 7.1. The Location Owner shall allow JJ and JJ's professional auditors to access any Records of the Location Owner as may be reasonably required in order to verify the Location Owner's compliance with clause 6 of this Agreement.
- 7.2. JJ shall provide at least 10 Business Days' notice in writing of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice is required.
- 7.3. JJ shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Location Owner.
- 7.4. The Location Owner shall:
- 7.4.1. provide JJ and its auditors with all reasonable co-operation, access and assistance in relation to each audit; and
  - 7.4.2. allow JJ and its auditors to meet with the Location Owner in person and provide all explanations reasonably necessary to perform the audit effectively.
- 7.5. JJ shall pay the cost and expenses of any audit, except where the audit identifies that the Location Owner has made an under-payment of 5% or more of the Commission Fees owed to JJ in respect of the period covered by the audit, in which case the costs and expenses of the audit shall be paid by the Location Owner on demand.
- 7.6. If an audit identifies that the Location Owner has underpaid any Commission Fees, the Location Owner shall pay to JJ the amount of the under-payment within 7 days from the date of receipt of a notice to do so.

## 8. DATA PROTECTION

- 8.1. Both JJ and the Location Owner will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, JJ's or the Location Owner's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to JJ) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation and any other law that applies in the UK.

- 8.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Location Owner is the Controller and JJ is the Processor. Schedule 1 sets out the scope and purpose, nature and duration of the Processing.
- 8.3. Without prejudice to the generality of clause 7.1, the Location Owner will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to JJ for the duration and purposes of this Agreement.
- 8.4. Without prejudice to the generality of clause 7.1, JJ shall, in relation to any Personal Data processed in connection with the performance by JJ of its obligations under this Agreement:
  - 8.4.1. process that Personal Data solely to the extent necessary to provide the Services in accordance with the terms of this Agreement and shall not process the Personal Data for any other purpose other than on the documented written instructions of the Location Owner, unless JJ is required by Applicable Laws to otherwise process that Personal Data. Where JJ is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, JJ shall promptly notify the Location Owner of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit JJ from so notifying the Location Owner;
  - 8.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 8.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 8.4.4. not transfer any Personal Data outside of the European Economic Area unless JJ complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - 8.4.5. assist the Location Owner, at the Location Owner's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 8.4.6. notify the Location Owner without undue delay on becoming aware of a Personal Data Breach;
  - 8.4.7. at the written direction of the Location Owner, delete or return Personal Data and copies thereof to the Location Owner on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
  - 8.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the Location Owner or its designated auditor of such records, provided that such audit rights may only be exercised by the Location Owner once during the term of this Agreement and the Location Owner agrees that its personnel and/or those of its designated auditor must abide by all safety and security rules in operation at JJ's premises from time to time or notified to them by JJ.



- 8.5. The Location Owner hereby consents to the appointment of all third-party Processors of Personal Data that JJ has appointed as of the Effective Date in order to assist JJ in complying with its obligations under this Agreement. JJ confirms that it may only appoint additional third-party processors of Personal Data if the Location Owner provides JJ with its consent prior to each such appointment. JJ has, or as the case may be, will enter into written agreements with each third-party processor of Personal Data incorporating terms which are substantially similar to those set out in this clause 7 and which JJ confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Location Owner and JJ, JJ shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.5.

## **9. LIMITS OF THE SERVICES AND THIRD PARTY PROVIDERS**

- 9.1. As the provider of the Services, the Platform and the Documentation, JJ does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any properties and/or locations. Location Owners alone are responsible for their listings and properties. When Location Owners make or accept a booking, they are entering into a contract directly with a client. JJ is not and does not become a party to or other participant in any contractual relationship between the Location Owner and a client, nor is JJ a real estate broker or insurer. JJ is not acting as an agent in any capacity for the Location Owner.
- 9.2. To the extent that any template documents (including, but not limited to, template contracts) are provided on the Platform, the Location Owner hereby acknowledges and agrees that said documents are only provided for general information and as a guide, and are not intended to amount to advice on which the Location Owner can rely. The Location Owner should take independent, professional or specialist advice before using any template document on the Platform. JJ shall play no part in the direct discussions and/or negotiations between the Location Owner and any client and any such agreement between the Location Owner and a client shall be governed by such terms and conditions as the Location Owner and client may agree.
- 9.3. The Location Owner acknowledges that the Services may enable or assist the Location Owner to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that he/she does so solely at his/her own risk. JJ makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Location Owner, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Location Owner and the relevant third party, and not JJ. JJ recommends that the Location Owner refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. JJ does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **10. PROPRIETARY RIGHTS**

- 10.1. The Location Owner acknowledges and agrees that JJ and/or its licensors own all the Intellectual Property Rights in the Services, the Platform and the Documentation. Except as expressly stated herein, this Agreement does not grant a Location Owner any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services, Platform or the Documentation.
- 10.2. JJ confirms that it has all the rights in relation to the Services, the Platform and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

## **11. CONFIDENTIALITY**

- 11.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
  - 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 11.1.2. was in the other party's lawful possession before the disclosure;
  - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 11.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2. Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information is only disclosed to such of its personnel, employees, subcontractors and agents who need to know it for the purposes of discharging its obligations under this Agreement and to ensure that such third parties do not disclose or distribute such Confidential Information in violation of the terms of this Agreement. Each party shall ensure that its personnel, employees, subcontractors and agents are subject to obligations of confidentiality corresponding to those which bind it under this Agreement. The disclosing party shall be liable to the other party for the actions or omissions of its personnel, employees, subcontractors and agents in relation to Confidential Information as if they were the actions and omissions of the disclosing party.
- 11.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5. Save as expressly set out in this Agreement, neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6. The Location Owner acknowledges that details of the Services, the Platform and the Documentation, and the results of any performance tests of the Services and/or the Platform, constitute JJ's Confidential Information.
- 11.7. JJ acknowledges that the Location Owner Data (save such Location Owner Data which is uploaded by the Location Owner to a public section of the Platform) is the Confidential Information of the Location Owner.
- 11.8. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9. The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

## **12. INDEMNITIES**

- 12.1. The Location Owner shall indemnify JJ in relation to any unauthorised use of his/her account or any other breach of security, and will ensure that he/she logs out securely from his/her account at the end of each session.
- 12.2. JJ shall defend the Location Owner, its officers, directors and employees against any claim that the Services, Platform or Documentation infringes any Intellectual Property Rights of a third party, and shall indemnify the Location Owner for any amounts awarded against the Location Owner in judgment or settlement of such claims, provided that:
  - 12.2.1. JJ is given prompt notice of any such claim;
  - 12.2.2. the Location Owner provides reasonable co-operation to JJ in the defence and settlement of such claim, at JJ's expense; and
  - 12.2.3. JJ is given sole authority to defend and/or settle the claim.
- 12.3. In the defence or settlement of any claim, JJ may procure the right for the Location Owner to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Location Owner without any additional liability or obligation to pay liquidated damages or other additional costs to the Location Owner.
- 12.4. In no event shall JJ, its employees, agents and sub-contractors be liable to the Location Owner to the extent that the alleged infringement is based on:
  - 12.4.1. a modification of the Services, Platform or Documentation by anyone other than JJ; or
  - 12.4.2. the Location Owner's use of the Services, Platform or Documentation in a manner contrary to the instructions given to the Location Owner by JJ; or
  - 12.4.3. the Location Owner's use of the Services, Platform or Documentation after notice of the alleged or actual infringement from JJ or any appropriate authority.
- 12.5. The foregoing and clause 12.3.2 state the Location Owner's sole and exclusive rights and remedies, and JJ's (including JJ's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

### **13. LIMITATION OF LIABILITY**

- 13.1. Except as expressly and specifically provided in this Agreement:
  - 13.1.1. the Location Owner assumes sole responsibility for results obtained from the use of the Services, Platform and the Documentation by the Location Owner, and for conclusions drawn from such use;
  - 13.1.2. the Location Owner is solely responsible for the accuracy of the information he/she uploads to the Platform. JJ shall have no liability for any loss or damage caused by errors or omissions in any information uploaded by the Location Owner to the Platform;
  - 13.1.3. the Location Owner assumes sole responsibility for any contractual relationship between him and a client and JJ shall have no liability resulting from or in connection with any contract between a Location Owner and a client;
  - 13.1.4. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

- 13.1.5. the Services, Platform and the Documentation are provided to the Location Owner on an "as is" basis.
- 13.2. Nothing in this Agreement excludes the liability of JJ:
  - 13.2.1. for death or personal injury caused by JJ's negligence; or
  - 13.2.2. for fraud or fraudulent misrepresentation.
- 13.3. Subject to clause 12.1 and clause 12.2:
  - 13.3.1. JJ shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
  - 13.3.2. JJ's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees or Commission Fees (as applicable) paid by the Location Owner during the 12 months immediately preceding the date on which the claim arose.

#### **14. TERM AND TERMINATION**

- 14.1. This Agreement shall commence on the Effective Date and shall continue until:
  - 14.1.1. either party notifies the other party of termination, in writing, giving at least 30 days' notice, in which case this Agreement shall terminate upon the expiry of the 30 day period; or
  - 14.1.2. otherwise terminated in accordance with the provisions of this Agreement.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - 14.2.1. the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;
  - 14.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 14.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 14.2.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - 14.2.6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - 14.2.7. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 14.2.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 14.2.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.2 to clause 13.2.8 (inclusive); or
  - 14.2.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.3. On termination of this Agreement for any reason:
- 14.3.1. all licences granted under this Agreement shall immediately terminate and the Location Owner shall immediately cease all use of the Services, Platform and the Documentation;
  - 14.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 14.3.3. in accordance with the Location Owner's reasonable written requirements JJ shall either: (i) destroy or otherwise dispose of any of the Location Owner Data in its possession (subject to the terms of applicable Data Protection Legislation) or (ii) deliver to the Location Owner (in a format and on the media reasonably stipulated by the Location Owner) the then most recent back-up of the Location Owner Data and following any such delivery, JJ shall destroy or otherwise dispose of all copies of the Location Owner Data in its possession unless any applicable Data Protection Legislation require its continued storage; and
  - 14.3.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **15. FORCE MAJEURE**

- 15.1. JJ shall have no liability to the Location Owner under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of JJ or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Location Owner is notified of such an event and its expected duration.

15.2. In such circumstances, JJ shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 28 days, the Location Owner may terminate this Agreement by giving written notice to JJ.

**16. VARIATION**

16.1. JJ reserves the right to change, modify, suspend or discontinue any portion of the Services at any time provided that the Location Owner is given reasonable notice of the changes.

16.2. JJ reserves the right to change this Agreement from time to time, provided that the Location Owner is notified of the same. The Location Owner's continued use of the Services, Platform and/ or the Documentation following these changes will constitute acceptance of the revised terms and conditions.

**17. WAIVER**

17.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. RIGHTS AND REMEDIES**

18.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. SEVERANCE**

19.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**20. ENTIRE AGREEMENT**

20.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.4. Nothing in this clause shall limit or exclude any liability for fraud.

**21. ASSIGNMENT**

21.1. The Location Owner shall not, without the prior written consent of JJ, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

- 21.2. JJ may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **22. NO PARTNERSHIP OR AGENCY**

- 22.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **23. THIRD PARTY RIGHTS**

- 23.1. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **24. NOTICES**

- 24.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery or sent by email to the other party to the address and/or email set out in the Online Registration Form (in the case of the Location Owner) or to its registered office address or to connect@film-locations.co.uk (in the case of JJ), or such other address as may have been notified by that party for such purposes.
- 24.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery shall be deemed to have been received 48 hours after posting it. A notice sent by email shall be deemed to have been received on the date that such email is received if a Business Day and if such date is not a Business Day then the next Business Day provided that no notification informing the sender that the message has not been delivered has been received by the sender.

## **25. GOVERNING LAW AND JURISDICTION**

- 25.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **26. Stripe Payments**

Payment processing services for [Location Owner] on [Film Locations] are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By agreeing to [this agreement / these terms / etc.] or continuing to operate as a [Location Owner] on [Film Locations], you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of [Film Locations] enabling payment processing services through Stripe, you agree to provide [Film Locations] accurate and complete information about you and your business, and you authorize [Film Locations] to share it and transaction information related to your use of the payment processing services provided by Stripe.

## **Schedule 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

### **PROCESSING BY JJ**

#### **SCOPE AND PURPOSE OF PROCESSING**

JJ will process the personal data in order to connect the Location Owner with prospective clients via the Platform.

#### **NATURE**

JJ will allow the Location Owner to access the prospective clients' personal data contained in the Online Registration Form.

#### **DURATION OF THE PROCESSING**

JJ will process the prospective clients' and the Location Owner's personal data for the duration of the Services.

#### **TYPES OF PERSONAL DATA**

Names, titles, postal addresses, telephone numbers and email addresses.

#### **CATEGORIES OF DATA SUBJECT**

Location Owners and their prospective clients that seek to engage in a location rental arrangement.