

# 2b Acting Ltd

## Selective Interactive Video (SIV) Services

### Terms and Conditions

These Terms and Conditions apply when you purchase a Selective Interactive Video (SIV) website service or use services connected with a SIV website (the "Site").

This Site and the related Services and products are offered to you ("Your"/"You") by 2b Acting Limited.

2b Acting Limited is registered in England and Wales. Registration Number: 5380657.

- **General Correspondence:**
  - Email: [admin@2bacting.com](mailto:admin@2bacting.com)
  - Website: [www.2bacting.com](http://www.2bacting.com)
- **Interactive Public Video (IPV) services**
  - Email: [ipv@2bacting.com](mailto:ipv@2bacting.com)
  - Website: [www.2bacting.com/ipv](http://www.2bacting.com/ipv)
- **For Interactive Mobile Video (IMV) services**
  - Email: [admin@2bacting.com](mailto:admin@2bacting.com)
  - Website: [www.2bacting.com/acs](http://www.2bacting.com/acs)
  - Website: [www.2bacting.com/inview](http://www.2bacting.com/inview)

Please read these Terms and Conditions carefully before purchasing a product or registering on a Website to use a SIV service. If You do not agree to these Terms and Conditions, then please do NOT purchase, register or use the service.

#### 1.

##### Acceptance of Terms and Conditions

###### 1.1

By purchasing of a SIV product/service or the completion of the registration process You will be deemed to have consented to these Terms and Conditions.

###### 1.2

We reserve the right to change or update these Terms and Conditions from time to time (subject to Your termination right detailed in these terms). Any revisions to these Terms and Conditions will be available on the website.

### 1.3

These terms apply to SIV purchases and memberships on the following sites:

#### BUSINESS

- SIV Business
- Custom SIV
- IPV for Hotels or Automated Concierge Service for hotels

#### ENTERTAINMENT

- ColorVideo
- PuzzleVideo
- Witch Trinity Portal
- IMV for tourists or Automated Concierge Service (ACS) for tourists
- IMV In-View service – Plays and 2b Acting

## 2.

### Description of SIV Purchases

#### 2.1

Before you Purchase a SIV you are responsible to ensure the SIV will work on your computer/device/mobile and will operate correctly.

Use should be made of the FREE products available to test the products suitability or request a demonstration, where a FREE product is not available, for testing, to avoid disappointment.

Note: SIV products and services are designed to work via the Internet mainly on Desktop, Laptop Computers and Mobile devices with modern HTML5 browsers. Other technical issues may impact on the product or service quality such as internet connection speeds, browser settings, computer/mobile hardware, etc. which should be considered before purchasing or when using.

#### 2.2

When you Purchase a SIV product you are purchasing a license to utilise the SIV for a specified period subject to the terms of this agreement.

On purchasing a SIV you will be provided with an access code and access URL link that will remain valid for the period specified or if not specified for a period of one calendar year from the date the purchase email is sent. The access requirements may change depending on the service agreement. Please refer to the purchasing website for details and updates.

#### 2.3

Where applicable SIV purchase payments can be made using the Paypal payment service available on the purchasing website.

## 2.4

Please note that any payment paid by You is non-refundable once the purchase confirmation email is sent to you.

## 2.5

### Access code and Access URL link

The purchase email will contain the access code and access URL link which should be kept safe. The use of the code and link is subject to these terms and conditions and should not be shared without written permission from 2b Acting.

## 3.

### **Membership and Subscription**

You are considered a Member when you take up any of our Subscription based service or enter any site using an Access code or Password.

### 3.1

As a Member, You can take advantage of services on the Site that are free. However, You can only utilise paid services / facilities when a payment is confirmed by way of a Member's subscription. For a full description of the services that are free and paid please refer to the website or the contract agreement, where applicable.

### 3.2

Member subscription payments can be made in UK Sterling, Euros or Dollars using the Paypal payment service.

### 3.3

Please note that any Member subscription paid by You is subject to a minimum contractual period of one month, one year or 24 hours depending on the membership option selected and/or the contract agreement.

### 3.4

Memberships with time restrictions will be notified by email when the time limit is reached and provided with the option to renew or upgrade membership to extend the time.

## 4.

### **Access codes, Password Member Name and Security**

### 4.1

Upon purchasing or registering as a Member, You will receive an Access code / Password that You can use to access Your SIV purchase or Members Account to log on to the Members' area of the Site.

### 4.2

You are responsible for maintaining the confidentiality of Your Access Code /Password and are responsible for all activities that occur under them. We do not have the means to check the identity of people using the Access code or Members' area of the Site and will not be liable where Your Access code / Password is used by someone else.

#### 4.3

You agree to notify Us immediately of any unauthorised use of Your Access code / Password or any other breach of security of which You become aware.

### 5.

#### **Your warranties**

##### 5.1

You warrant that:

##### 5.1.1

You have the necessary equipment to utilise SIV purchases or Membership services;

##### 5.1.2

all information and details provided by You to Us (including on registration as a Member) are true, accurate and up to date in all respects and at all times (see our Privacy Policy for details on how to update Your personal data); and

##### 5.1.3

You will comply with these Terms and Conditions including, without limitation, the restrictions relating to acceptable use set out below.

##### 5.1.4

We can utilise any outputs from using our SIV service in any way that we deemed appropriate to promote your work, 2b Acting, or the use of SIV in the wider industry.

##### 5.2

You agree to indemnify and hold us harmless from any claim or damages (including any legal fees in relation to same) made by a third party in respect of any matter in relation to or arising from Your use and Membership or Your violation of any law or the rights of any third party when using our services.

### 6.

#### **Acceptable Use**

##### 6.1

We support the free flow of information and ideas over the Internet and do not actively monitor use of the Site, including the Members' area under normal circumstances. We seek to balance this aim with Our obligations to other Members and the law, however. We do therefore review the use of

the site by members in order to ensure compliance with these terms, and to comply with or investigate any enforcement agency or police request or complaints. We also therefore require that You do not:

6.1.1

say or do anything that would cause annoyance, inconvenience, harassment or needless anxiety to others;

6.1.2

advertise or promote by way of distribution to other members or the public such that it can be deemed as 'spam' messaging;

6.1.3

use foul, threatening or offensive language including, without limitation, racist, sexist, ageist, homophobic or sexually explicit language where inappropriate;

6.1.4

make insulting remarks to or about other Members;

6.1.5

copy or remark in a negative way other members or user's contributions or work;

6.1.6

distribute illegal, copyright infringing, indecent or offensive material or any messages or content that may incite disorder or encourage illegal activities or that causes or may cause harm to minors;

6.1.7

impersonate another person or Member;

6.1.8

transfer files that contain viruses, Trojans or other harmful programs;

6.1.9

use the Site to conduct any fraudulent activity including any "pyramid scheme"; "ponzi scheme" or "chain letter/videos";

6.1.10

access or attempt to access the accounts of other Members or to penetrate or attempt to penetrate the Site security measures;

6.1.11

have more than one Member Account at any time.

6.1.12

copy or present as your own any of 2b Acting's SIV services or productions.

6.2

We may take any or all of the following action at Our discretion:

6.2.1

remove any Access code or Member account or other material that, in Our sole discretion may be inappropriate or We suspect to be illegal, subject Us to liability or which may violate these Terms and Conditions or where required to do so by law;

6.2.2

Issue users or Members with verbal or written warnings and may take such further action as We deem appropriate under this paragraph 6.2 if such warnings are not heeded;

6.2.3

suspend or terminate Access codes or a Member's access to the Members' area of the Site or a Member's Account without notice at any time;

6.2.4

inform the appropriate authorities and provide them with information regarding any suspected illegal activity; or

6.2.5

bring legal action against a Member or other user of the Site in relation to any breach of these Terms and Conditions or any illegal or suspected illegal activity.

We will determine what action is appropriate to be taken on a case by case basis.

**7.**

**Access**

7.1

You acknowledge that We may be required by law or regulation to access, monitor, store or copy material sent by You to Members without further notice to You.

7.2

Where use is made of third party content such as videos on Youtube that is not Your own You take full responsibility for its use and any complaints, breach of term or misuse is at Your own risk and may result in Your use of that material as part of our SIV services being suspended or removed.

**8.**

**Cancellation**

8.1

Your Access code or Membership services commence immediately when You receive Your purchase confirmation email. This means that, subject always to Your right to terminate as set out in this document You will not be able to cancel the services after this point.

## **9.**

### **Termination of Membership**

#### **9.1**

Subject to paragraph 9.2 below, You can terminate Your Access code or Membership at any time by notifying Us using the contact form on the appropriate website for the service.

#### **9.2**

Please note that any SIV purchases or Member subscription paid by You is subject to the minimum contractual period of the membership. This means that, where You choose to terminate Your Member subscription before the expiry of this period, You will not receive any refund in respect of this minimum contractual period.

#### **9.3**

No refunds will be paid by Us where Your Access code or Membership is terminated by Us as a consequence of Your breach of these Membership Terms and Conditions or contract agreement.

## **10.**

### **Copyright and Other Intellectual Property Rights**

#### **10.1**

Your use of the Site grants no rights to You in relation to copyright, trademarks or other of Our intellectual property rights or the intellectual property rights of third parties.

#### **10.2**

You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, communicate to the public, or otherwise use the content included in or provided via the Site except for Your own personal, non-commercial use.

## **11.**

### **Limitation of Liability**

#### **11.1**

Whilst We will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the Site will be available uninterrupted and in a fully operating condition nor that the information on and provided via the Site will be free from errors or omissions.

#### **11.2**

Access to this Site and its contents may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond Our control.

### 11.3

Save that nothing in this paragraph 11 shall restrict Your statutory rights (including Your right to receive a reasonable standard of service), all content and services on this Site are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty in respect of the Site or its content, including, without limitation information provided by or regarding other Members. We cannot vet all Member accounts and entries to ensure that they are appropriate or correct.

Any decision made or action taken by You on the basis of information provided on or via the Site is at Your sole discretion and risk.

### 11.4

Due to the fact that many technical aspects of the Site and the content provided herein is supplied by or otherwise dependent on third parties, We do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, or freedom from viruses, or other harmful programs of the content contained in or accessed through this Site.

### 11.5

We will not be liable for any damages, including indirect or consequential losses and whether in contract, tort (including negligence) or otherwise, arising in connection with any use by You or other Members of the Site that is in contravention of these Terms and Conditions or is not directly attributable to Our negligence. Where We are liable for direct loss this will be limited to a maximum of the total price of the SIV purchase or Member Monthly Subscription paid to Us by You in the 6 months prior to the claim.

### 11.6

The technical operation of the SIV purchase, functions and facilities depends on many technical factors outside our control – such as the compatibility of your browser, internet connection, computer hardware, software and firmware, computer settings, etc. We do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose when creating, using or sharing SIV services or for membership provided services. We will work with You at Setup and during your membership in an attempt to resolve any issues but reserve the right to terminate and remove the service where this is not possible.

### 11.7

Updates to the website, SIV designs, operation and functions may modify or change previously purchased services or products to the extent that they may no longer function as they did before the update. Where this occurs, We will work with You during your Access period or membership in an attempt to resolve any issues but reserve the right to terminate and remove services where they can no longer be supported.

## 12.



## **Security and Privacy**

### 12.1

Your security and those of all Our Members is very important to Us. Please read Our Privacy Policy for important information regarding the use of Your personal data and Your rights in relation to this.

## **13.**

### **Payment**

#### 13.1

All payments is made via the website using Paypal online facilities. You can pay using a Paypal account or by credit or debit card. There are no administration or transaction fees added to your payment except those charged by Paypal.

#### 13.2

For monthly and annual memberships, we will set up automatic renewal using your Paypal details. You can cancel auto renewal at any time with Paypal before payment is made if a further membership period is not required.

## **14.**

### **General**

#### 14.1

We shall not be liable for any failure for any suspension, or termination of access to the Site or any content arising out of a force majeure event. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Us or Our suppliers.

#### 14.2

If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of law then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

#### 14.3

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **15.**

### **Complaints and Feedback**

#### 15.1

If You have any complaints about another User, Member or any aspect of the Site or if You have any questions or would otherwise like to provide any other feedback, then You can contact Us by emailing: [admin@2bacting.com](mailto:admin@2bacting.com) or via our website contact form at [www.2bacting.com](http://www.2bacting.com)

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