TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Limitless Productions LTD T/A The Redmen TV, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Limitless Productions LTD T/A The Redmen TV and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Limitless Productions LTD T/A The Redmen TV and accessing the Website in connection with the provision of such services. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

- 1. All Content included on the Website, unless uploaded by Users, is the property of Limitless Productions LTD T/A The Redmen TV, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
- 2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
- 3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Limitless Productions LTD T/A The Redmen TV.

Prohibited use

- 4. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

- 5. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
- 7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- 8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Billing and Cancellation

- 9. Billing Cycle. The membership fee for the Redmen TV service will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month.
- 10. Payment Methods. To use the The Redmen TV service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.
- 11. Updating your Payment Methods. You can update your Payment Methods by going to the "Membership Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s). Please note, when you change your subscription you will be cancelling your old billing subscription and starting a new subscription with The Redmen TV.
- 12. Cancellation. You can cancel your The Redmen TV membership at any time, and but you will not continue to have access to the The Redmen TV service through the end of your billing period unless you e-mail Chris@theredmentv.com who will be able to manually change your subscription. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unwatched The Redmen TV content. To cancel, go to the "Membership Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close.

13. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

Password and security

- 14. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
- 15. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

Links to other websites

- 16. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Limitless Productions LTD T/A The Redmen TV or that of our affiliates.
- 17. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 18. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy

19. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following: https://cdn.theredmentv.com/wp-content/uploads/2021/04/07160649/FINAL_Privacy-policy.pdf

Availability of the Website and disclaimers

- 20. Any online facilities, tools, services or information that Limitless Productions LTD T/A The Redmen TV makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Limitless Productions LTD T/A The Redmen TV is under no obligation to update information on the Website.
- 21. Whilst Limitless Productions LTD T/A The Redmen TV uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty

- in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 22. Limitless Productions LTD T/A The Redmen TV accepts no liability for any disruption or non-availability of the Website.
- 23. Limitless Productions LTD T/A The Redmen TV reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

- 24. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 25. To the extent that the Website and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind.
- 26. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 27. To the maximum extent permitted by law, Limitless Productions LTD T/A The Redmen TV accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

- 28. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 29. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 30. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 31. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 32. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent

- required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 33. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 34. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Limitless Productions LTD T/A The Redmen TV details

35. Limitless Productions LTD T/A The Redmen TV is a company incorporated in England and Wales with registered number 11851972 whose registered address is Unit 7, Meridian Business Village, Hansby Drive, Liverpool, Merseyside, L15 7NG and it operates the Website www.theredmentv.com. You can contact Limitless Productions LTD T/A The Redmen TV by email on chris@theredmentv.com.

Attribution

36. These terms and conditions were created using a document from <u>Rocket Lawyer</u> (https://www.rocketlawyer.co.uk).