

VIDEO ON DEMAND PLATFORM

TERMS AND CONDITIONS

Last updated: 20th October 2021

These Terms and Conditions shall apply to all relationships between You and Lucky Laika Distribution OÜ related to Your use of the VOD Platform. By ticking the relevant box on the VOD Platform upon paying for the Content, You agree to the application and content of these Terms and Conditions and to the processing of Your personal data in accordance with the Privacy Policy.

By accepting these Terms and Conditions You warrant that You are at least 18 years of age and that no restrictions or limitations apply to You for concluding legally binding Sales Contracts on the VOD Platform.

These Terms and Conditions are subject to change from time to time, without prior written notice, taking effect upon making the changes available on the VOD Platform. Please read these Terms and Conditions carefully before placing each Order to understand Your rights, obligations and legal remedies available to You. Should You not agree to these Terms and Conditions, do not place any Orders.

1. DEFINITIONS

In this Agreement the following expressions have the following meanings:

“Content”	means any films, live events and/or other content made available on the VOD Platform;
“Fee”	means the fee payable by the User to LLD under the Sales Contract (if applicable);
“LLD”	means Lucky Laika Distribution OÜ, a company registered in Estonia, registry code: 16282680, address: Estonia pst 9, Tallinn 10143, Estonia, e-mail: info@firebirdmovie.com
“Order”	means the declaration of intent of the User to purchase the right to view the selected Content on the VOD Platform in accordance with these Terms and Conditions;
“Order Confirmation”	means the confirmation of an Order by LLD either in the form of (i) an e-mail sent to the User’s disclosed e-mail address, or (ii) a successful Order message displayed on the screen;
“Sales Contract”	means the contract concluded between the User and LLD in accordance with these Terms and Conditions for receiving the right to review the Content on the VOD Platform by way of TVOD;
“TVOD”	means transactional video on demand, referring to the paid exploitation of content for temporary use by the User by way of streaming;

“VOD Platform”	means the video on demand platform operated by LLD, which enables to make the Content available to the Users by way of providing TVOD services;
“You” or “Users”	mean the natural person end users of the VOD Platform (consumers), who are at least 18 years old.

2. LEGAL FRAMEWORK

- 2.1 LLD, acting as the distributor of the Content, offers Users the possibility to select, order, pay for and view from their personal devices different Content as may be made available on the VOD Platform. The Content is made available as a TVOD service, i.e. streaming of the selected Content on the VOD Platform for a limited period of time against payment of the Fee or (if applicable) free of charge.
- 2.2 A Sales Contract for obtaining the limited right to stream the selected Content on the VOD Platform shall be deemed concluded between LLD and the User from the moment the User receives the Order Confirmation on the terms and conditions set out in these Terms and Conditions.
- 2.3 LLD may use services of third parties for operating the VOD Platform and collecting payments from the Users.

3. PLACEMENT OF ORDERS

- 3.1 On the VOD Platform the User may place an Order for purchasing the limited right to stream the selected Content on the VOD Platform. The User may place the Order either (i) by disclosing his/her e-mail address and requesting a ticket ID to be sent on such address, or (ii) without disclosing his/her e-mail address and viewing the selected Content through the embed player on the VOD Platform. Upon placement of the Order the User is prompted with the request to pay the Fee for the Content.
- 3.2 After payment of the applicable Fee, LLD shall send or display an Order Confirmation to the User.
- 3.3 The Content shall be made available to the User for a limited period of 30 calendar days from receiving the Order Confirmation and within 48 hours from launching of the respective Content on the User’s device. The purchased Content can be accessed as often as desired during the 48 hours’ period from any suitable device(s) of the User. After expiry of either of the deadlines, the Content will no longer be available for the User on the VOD Platform.

4. USE OF THE VOD PLATFORM

- 4.1 The User can use the Content solely for personal and non-commercial use and only for the purpose of immediate perception via the VOD Platform, i.e. without intermediate storage of the Content on the end device of the respective User.
- 4.2 The User may not use the VOD Platform for any other purpose than provided in Section 4.1, nor for any other purpose contrary to the applicable law. The User may not misuse the VOD Platform or the Content, which includes *inter alia* that the User may not:
 - 4.2.1 download, copy or otherwise save the Content for offline viewing;

- 4.2.2 rent, resell, distribute or otherwise offer the Content provided through the VOD Platform to third parties or make it publicly accessible (either by live broadcast or by reproducing it);
 - 4.2.3 attempt to impersonate another User or use the ticket ID of another User without such User's prior consent;
 - 4.2.4 manipulate the digital key transmitted to decrypt and play the Content;
 - 4.2.5 decompile, reverse engineer or disassemble any software or other items or processes accessible through the VOD Platform;
 - 4.2.6 use any data mining, data gathering or extraction method on the VOD Platform;
 - 4.2.7 circumvent the territorial limitation of use (in particular by geo-blocking) of the content made available (e.g. circumvention by means of VPN client or tunnel);
 - 4.2.8 change any copyright and property right notices;
 - 4.2.9 violate any laws, third party rights (including copyright or other intellectual property rights), or the policies of LLD (including these Terms and Conditions);
 - 4.2.10 make available to persons below a certain age such Content that is restricted for persons below such age, and shall not make available to persons below the age of 18 years Content that is marked as "Not Rated" or "Unrated".
- 4.3** To use the VOD Platform, the User requires internet connection and an internet-capable end device (e.g. PC, Mac, smartphone, tablet). The User is responsible for the procurement, use and compatibility of the required hardware and software of such device with the VOD Platform.
- 4.4** The User shall ensure that the device fulfils the technical system requirements, in particular for high-resolution display and for streaming the Content, as described in more detail under FAQ on the website www.firebirdmovie.com/FAQ. The display quality of the Content may differ from device to device and depend on various hardware and software factors such as the up-to-dateness of the operating system and the browser, the location, the available bandwidth and/or the speed of the end user's internet connection.
- 4.5** The use of the VOD Platform may lead to further costs for the User, especially with time or volume tariffs. For the reception of standard definition (SD) content, a broadband internet connection with an (actual) download speed of at least 2 Mbits/s is recommended. For the reception of high-definition (HD) content, an (actual) download speed of at least 5.0 Mbits/s is recommended. Bandwidths below this recommendation only allow limited use of the VOD Platform with considerable loss of quality.
- 4.6** If access data (in particular passwords) are available, the User shall not pass them on to third parties and shall keep them protected from access by third parties. If there is reason to suspect that third parties have gained knowledge of access data or have otherwise gained access to the User's account or payment card, the User shall inform LLD immediately and change the access data without delay and/or block his/her payment card.

5. PAYMENT

- 5.1** The User undertakes to pay the applicable Fee for the Content in the amount indicated on the VOD Platform. The amount of the Fee is inclusive of the applicable value added tax, sales tax or similar tax.
- 5.2** All payments are processed from the User's payment card or other payment method made available to the User on the VOD Platform. Payments are collected by a third party appointed by LLD and processed through third-party payment processors. Upon confirming the Order, You authorise the payment with Your payment card or other eligible payment method in the amount of the Fee, and the respective amount will be reserved or debited from Your payment card. If payment of the Fee is declined, due to expiration, insufficient funds, or otherwise, no Sales Contract will be concluded, and You will not be granted the right to view the selected Content. If any errors should occur with collecting the Fee from Your payment card at any later point in time, You remain responsible for any uncollected amounts of the Fee.
- 5.3** The payment obligation of the User is deemed completed, if the full amount of the Fee is deducted or irrevocably made available to LLD or an authorized third party introduced by LLD, who may be acting as a payment agent for LLD. If the Fee cannot be deducted from the User's payment card, the Order will not be completed.
- 5.4** LLD has the right to unilaterally amend the Fee applicable to the Content at any time in its sole and absolute discretion, by making the updated Fees available on the VOD Platform.

6. PROMOTIONS AND ADVERTISING

- 6.1** LLD may, in its sole discretion, offer from time-to-time voucher codes for reductions in the amount of Fee or the opportunity to watch certain Content for no charge. Details of how to redeem such vouchers and the terms and conditions for using them will be provided at the relevant time (e.g. time limit, quantity limit etc). Unless explicitly stated otherwise, any promotion code or offer provided on the VOD Platform cannot be combined or used in conjunction with any other promotion code or offer, past or present.
- 6.2** LLD reserves the right to display advertising, promotional banners, offers or links to third party content or services on any part of the VOD Platform at its sole discretion. If applicable, Your eligibility to make use of certain advertising or promotional offers shall be determined by LLD in its sole discretion. LLD may offer promotions in conjunction with third parties, which may require, if You would like to participate, that LLD shares Your personal information with such third parties. Please note that such third parties are responsible for their own privacy practices.

7. TERRITORIAL LIMITATIONS

- 7.1** The preservation of the territorial limitation of the use of the provided Content is technically guaranteed by geo-blocking in compliance with the legal requirements (in particular also in compliance with the Regulation (EU) 2017/1128 on cross-border portability of online content services in the internal market). LLD is entitled to obtain the information required to determine the Member State of residence of the respective User in accordance with the Regulation (EU) 2017/1128 or to carry out the measures required for this purpose, if applicable.

7.2 If the User does not provide the information required and requested to establish the Member State of residence in accordance with the Regulation (EU) 2017/1128, or does not provide it completely or truthfully, or fails to provide any other cooperation required in this context, with the result that the User's Member State of residence cannot be established, the User shall not be entitled to use the content on a cross-border basis within the meaning of that Regulation (EU) 2017/1128.

7.3 The right of use granted to the end-user shall be geographically limited to the respective current location of the User, while ensuring the cross-border portability of online content services in the European internal market in the event of temporary stays of the User in another Member State of the European Union.

8. INTELLECTUAL PROPERTY RIGHTS, DATA PROCESSING

8.1 Upon conclusion of the Sales Contract the User is only granted a non-exclusive, non-transferable, non-sublicensable right, limited in time to the periods listed under Section 3.3, to stream the Content in the User's device for private purposes. No further rights of use, title or interest are granted to the User. In particular, the User is not entitled to permanently store the Content in whole or in part, to reproduce it beyond the aforementioned scope, to edit it or to use it for his own commercial purposes.

8.2 All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of LLD during the performance of the Sales Contract belong to LLD (or to a third party service provider of LLD). The User shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the VOD Platform or any other software used by LLD or extract or use any data on the VOD Platform for commercial purposes or any other purpose than allowed under these Terms and Conditions.

8.3 The principles of processing the Users' personal data are set out in the Privacy Policy available on the VOD Platform.

8.4 Cookie policies of third parties may apply, if the User reaches the VOD Platform through a third party operated website, and LLD shall not bear any liability for the existence or content of such third party cookie policies.

9. LIABILITY

9.1 LLD endeavours to ensure the permanent and continuous availability and fault-free functionality of the VOD Platform. Nevertheless, the VOD Platform is provided to the Users on an "as is" basis. LLD will not be liable for any interruptions, connection errors, unavailability of or faults in the VOD Platform, whether or not caused by any act, omission or circumstance beyond LLD's control (Force Majeure), the failure to perform an obligation by any service provider or cooperation partner of LLD, or by any other reason.

9.2 LLD shall not bear any liability if Content, which is subject to age restrictions, is made available to persons below the said age, or if "Not Rated" or "Unrated" Content is made available to persons below the age of 18 years.

9.3 Notwithstanding anything to the contrary contained in this Section 9, LLD's liability to You will at all times be limited to the amount paid by You when placing the Order, except in the

event of death or personal injury or a breach caused by LLD's gross negligence or intent, or any other liability that cannot be excluded or limited by applicable law.

9.4 Termination and Suspension of use

9.5 The User has the statutory right to withdraw from the Sales Contract within 14 days from the conclusion of the Sales Contract, provided that the ordered Content has not yet been launched on any of the User's devices. By clicking on the "VIEW NOW" button or by starting viewing the Content in any other manner, You expressly waive Your right of withdrawal from the Sales Contract to which a consumer may be entitled to under applicable law.

9.6 LLD may restrict the accessibility and operation of the VOD Platform for technical reasons, if the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions of the network, the software or stored data, the interoperability of the services or data protection so require. Maintenance work will be carried out on the VOD Platform where appropriate, and (if possible) such maintenance work will be carried out at times of low usage. If maintenance work is planned, LLD will disclose it on the VOD Platform or by notifying the Users.

9.7 If the User breaches any obligations set out in these Terms and Conditions, the User shall be liable (in addition to other legal remedies available to LLD under these Terms and Conditions or applicable law) for all damages, costs and other expenses (including legal costs) and shall indemnify LLD against any claims arising as a result thereof.

9.8 In the event of a breach of duty by the User as well as in the event of justified suspicions of a breach of duty, we are entitled to withhold the respective service or the availability of the Content or functionality to which the breach relates within the scope of the statutory provisions and without any obligation of compensation to the User. In the aforementioned cases, as well as in the event of suspicion of untrue or false information by the User or in the event of unauthorised disclosure of the access data, LLD or any third person appointed by LLD is furthermore entitled to temporarily block access to the VOD Platform and/or to certain Content by the User.

9.9 Access to the VOD Platform and/or the User's account will be immediately restored, if it turns out that the suspicions were unfounded and/or there is no or no longer a significant breach of duty by the User. In doing so, the User will be granted full right to use the VOD Platform in accordance with the Sales Contract. The right of LLD to terminate the Sales Contract for good cause remains unaffected.

10. FINAL PROVISIONS

10.1 LLD uses reasonable efforts to include accurate and up-to-date information on the VOD Platform; however, LLD does not represent, warrant or promise (whether express or implied) that any information on the VOD Platform is or remains accurate, complete and up to date, or fit or suitable for any purpose. The Content and information on the VOD Platform is provided for Your general information purposes only. It does not constitute technical, financial, legal advice or any other type of advice and should not be relied on for any purposes. Any reliance You place on any of such information is at Your own risk, subject to any mandatory statutory requirement or Your statutory rights.

- 10.2** LLD may amend the Terms and Conditions from time to time without prior written notice to the Users, and such changes will apply to any Orders placed through the VOD Platform after the amended Terms and Conditions were posted thereto.
- 10.3** If the respective dispute resulting from these Terms and Conditions cannot be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia, unless the mandatory provisions applicable to consumers provide for a different jurisdiction. A User who is a consumer may also submit the dispute for resolution to the Online Dispute Resolution tool available at <http://ec.europa.eu/odr>.
- 10.4** The use of the VOD Platform and all legal relations formed thereunder will be governed by the substantive law of Estonia, unless the mandatory provisions applicable to consumers provide for a different governing law.
- 10.5** Should You need any assistance or more information on using the VOD Platform, please refer to FAQ page of LLD available at www.firebirdmovie.com/FAQ.