

# FIREBIRD MOVIE WEBSITE

## TERMS OF USE

*Last updated: 20<sup>th</sup> October 2021*

These Terms of Use (the "**Terms**") apply to the website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (the "**Website**") operated by Lucky Laika Distribution OÜ, a company registered in Estonia, registry code: 16282680, address: Estonia pst 9, Tallinn 10143, Estonia, e-mail: info@firebirdmovie.com ("**us**", "**we**", or "**our**").

By using the Website, you agree to the contents and application of these Terms, as well as to the processing of your personal data in accordance with the privacy policy available on the Website. If you disagree with any part of the Terms or the privacy policy, you are required to discontinue the use the Website immediately.

When making purchased on the Website (e.g. for obtaining the limited right to view the film available on the Website through a video on demand platform), additional terms and conditions shall apply, as made available upon placing the order for such purchase.

### **1. INTELLECTUAL PROPERTY RIGHTS**

- 1.1 Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, user interfaces, visual interfaces, and graphics on the Website (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights.
- 1.2 The Content and the Marks are provided on the Website "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 1.3 Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and to view any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Website, the Content and the Marks.

### **2. PROHIBITED USE**

- 2.1 You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are previously approved in writing by us.
- 2.2 As a user of the Website, you agree not to:

- 2.2.1 systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- 2.2.2 circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein;
- 2.2.3 engage in unauthorized framing of or linking to the Website;
- 2.2.4 make improper use of our support services or submit false reports of abuse or misconduct;
- 2.2.5 engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- 2.2.6 interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website;
- 2.2.7 use any information obtained from the Website in order to harass, abuse, or harm another person;
- 2.2.8 use the Website as part of any effort to compete with us or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise;
- 2.2.9 decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website;
- 2.2.10 attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- 2.2.11 harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website to you;
- 2.2.12 delete the copyright or other proprietary rights notice from any Content;
- 2.2.13 copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 2.2.14 upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website;
- 2.2.15 upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");

- 2.2.16 except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- 2.2.17 disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website;
- 2.2.18 use the Website in a manner inconsistent with any applicable laws or regulations.

### **3. LINKS TO OTHER WEB WEBSITES**

- 3.1 The Website may contain (or you may be sent via the Website) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**").
- 3.2 Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Website or any Third-Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.
- 3.3 Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.
- 3.4 We may allow advertisers to display their advertisements and other information in certain areas of the Website, such as sidebar advertisements or banner advertisements.
- 3.5 You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites or advertisements on the Website and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

### **4. TERMINATION**

- 4.1 We may terminate, suspend or deny access to or use of the Website (including blocking certain IP addresses) immediately, without prior notice or liability, for any reason whatsoever (including no reason), including without limitation if you breach the Terms.
- 4.2 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 4.3 Termination or suspension of your access to the Website does not in any way limit our right to submit any claims of damages or loss against you, if such right arises to us from these Terms or applicable law.

**5. MODIFICATIONS AND INTERRUPTIONS**

- 5.1 We reserve the right to change, modify, or remove (parts of) the Content of the Website at any time or for any reason at our sole discretion without notice. We have no obligation to update any information on our Website. We also reserve the right to modify or discontinue all or part of the Website without notice at any time.
- 5.2 We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Website.
- 5.3 We cannot guarantee the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Website, resulting in interruptions, delays, or errors.
- 5.4 We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or discontinuance of the Website.
- 5.5 Nothing in these Terms of Use will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.
- 5.6 We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**6. LIABILITY**

- 6.1 The Website is provided strictly on an as-is and as-available basis. You agree that your use of the Website will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Website and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Website's content or the content of any websites linked to the Website and we will assume no liability or responsibility for any:
  - 6.1.1 errors, mistakes, or inaccuracies of content and materials;
  - 6.1.2 personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website;
  - 6.1.3 any unauthorized access to or use of the Website and/or any and all personal information and/or financial information stored therein;
  - 6.1.4 any interruption or cessation of transmission to or from the Website;
  - 6.1.5 any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party; and/or

- 6.1.6 any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Website.
- 6.2 We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.
- 6.3 As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
- 6.4 You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Website or breach of these Terms or applicable law.
- 6.5 In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Website, even if we have been advised of the possibility of such damages.
- 6.6 No limitation of liability in these Terms shall apply in cases of intentional or grossly negligent breach by us of the Terms or applicable law, and in other cases where liability may not be limited under applicable law.

## **7. GOVERNING LAW AND JURISDICTION**

- 7.1 The use of the Website 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.
- 7.2 If the respective dispute resulting from these Terms 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>.

## **8. MISCELLANEOUS**

- 8.1 These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- 8.2 If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

- 8.3** There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Website.
- 8.4** You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.
- 8.5** If you have any questions about these Terms or the Website, please contact us through the contact details made available at the FAQ section on the Website.