

## **1. General Disclaimer**

By using our Site you are agreeing to be bound by following terms and conditions (“Terms”). Red Flags provides [www.redflagsfilm.io](http://www.redflagsfilm.io) (the “Site”) as a service to the public. Red Flags is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within this website. While the information contained within this website is periodically updated, no guarantee is given that the information provided in this website is correct, complete, and up-to-date.

## **2. Limitation of Liability**

2.1 To the maximum extent permitted by applicable law, in no event shall the Site or its agents be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever resulting from any loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise arising out of or in any way connected with the use, operation, or performance of the service, with the delay or inability to use the service, any defects in the service, or with the provision of, or failure to make available, any information, services, products, materials, or other resources available on or accessible through the service, even if advised of the possibility of such damages.

2.2 The operation of the service – whether by the Site, or its vendors – may not be secure. Security and privacy risks cannot be eliminated. Password protection and any other security measures may not prevent unauthorised access to materials.

2.3 With respect to products, or services purchased through the Site and vendors’ sites, in no event shall the Site party be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, resulting from any loss of use, loss of profits, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise, arising out of or in any way connected with the provision of or failure to make available any such products, goods, or services, even if advised of the possibility of such damages.

2.4 Furthermore, the Site explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from the site from third parties. We cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third-party sites, and you hereby irrevocably waive any claim against us with respect to such sites.

2.5 Under no circumstances shall we or any other party involved in creating, producing, or distributing the site be liable for any direct, indirect, incidental, special, or consequential damages for loss of profits, good will, use, data or other intangible losses (even if we have been advised of the possibility of such damages) that result from (i) the use of or inability to use the site, (ii) the

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cost of procurement of substitute goods and services resulting from any data, information or services purchased or obtained or messages received or transactions entered into through or from the site; (iii) unauthorised access to or alteration of your registration information, transmissions or data; (iv) statements or conduct of any third party on the site; (v) negligent or willful acts of the Site, its representatives or (vi) any other matter relating to the site.

2.6 You agree to indemnify and hold the Site and representatives harmless from any claim or demand, including reasonable legal fees, made by any you or any third party due to or arising out of the content you submit, post to or transmit through the site, your use of the site, your connection to the site, your violation of the terms of use, or your violation of any rights of another.

2.7 You acknowledge and agree that the limitations set forth above are fundamental elements of this agreement and the service would not be provided to you absent such limitations.

### **3. Intellectual Property**

3.1 All rights in and to the Content and the Sites belong to Jordan Bayne, or our third party content providers and are protected by the Intellectual Property laws of the UK, US and other countries. We may license third parties to use the Content at our sole discretion.

3.2 You may use the Sites and the Content solely for your own personal use and benefit and not for resale or other transfer or disposition to any other person or entity. You may not use, reproduce, modify, transfer, exploit, distribute or dispose of any Content for any commercial purposes, whether direct or indirect, in any manner that might compete with our business (including, without limitation, by making Content available to anyone).

3.3 Subject to the limitations in Clause 3.2 above, you may retrieve and display Content on a computer screen or other digital device, print a single copy of individual pages on paper (but not photocopy them) and store such pages in electronic form on disc or other digital media (but not on any server or other storage device connected to a network).

3.4 Notwithstanding Clause 3.2, you may quote from extracts of the Content to the extent permitted and strictly in accordance with any applicable Specific Terms, or as otherwise permitted by law, on the condition that appropriate source and copyright attribution is given in each case.

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3.6 Save for where provided otherwise in these Terms, distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, retransmitting or otherwise providing access to any part

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be a violation of national copyright laws, including without limitation 17 USC 101 et seq, and the UK Copyright, Designs and Patents Act 1988.

3.7 Any request for permission to republish, reprint or use any articles from any of the Sites or our trademarks for any purpose other than those permitted under this Clause 3 (or any relevant Specific Terms) should be sent to [office@jordanbayne.com](mailto:office@jordanbayne.com) .

3.8 For the avoidance of doubt, where the provisions of any applicable law prohibit the extent to which certain activities can be restricted under this Clause 3, any such restrictions shall apply to the fullest extent permitted in accordance with such law.

### 4. Your Obligations

4.1 The Site is not intended for users of under thirteen (13) years of age, and such individuals are not permitted to be Users. If individuals under thirteen (13) years of age wish to view Content on the Site as a Visitor, their parent or guardian must agree to these Terms on their behalf.

4.2 You represent and warrant that: (a) you have the capacity to agree to these Terms; and (b) you are at least thirteen (13) years of age.

4.3 You are responsible for procuring the necessary equipment and the payment of telephone, internet and other charges necessary to access and/or use any Site or Service. We are not responsible for the reliability or continued availability of the telephone lines, internet and equipment you use to access and/or use a Site or a Service.

4.4 Any Content sent for overseas delivery (including, without limitation, any Content for delivery outside the United States) may be subject to import duties and taxes collected at the final destination. All sales or use taxes, import duties or additional customs charges must be borne entirely by you. We have no control over these charges and we expressly disclaim any responsibility or liability for them. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

4.5 Additionally, when ordering from our Site, you are considered the importer of record and must comply with all law and regulations of the country in which you are receiving the goods. International customers should be aware that cross-border deliveries are subject to opening and inspection by customs authorities. We may provide certain order, delivery and product information (such as the product's title) to our international carriers and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and comply with local laws.

## **5. Content by Email**

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5.1 We may give you the option to request Content by email. We or our Third Party Service providers may also send you emails to keep you updated on developments in the Sites and Services. Your registration for and/or subscription to such an email Service and your use of the Content received through these email Services will be subject to these Terms.

5.2 For the avoidance of doubt, although you may opt out of receiving promotional messages under Clause 9.1, we retain the right to send you informational email messages about your account or administrative notices regarding the Site, as permitted under the CAN-SPAM Act (15 U.S.C. §7701 et seq.) and other applicable laws.

## **6. Advertisements, Links and Third Party Transactions**

13.1 A Site or a Service may contain: (a) links to External Sites. External Sites may advertise or provide the opportunity for you to purchase Third Party Services; and/or (b) advertisements for, and/or the opportunity for you to purchase Third Party Services or products or services from us.

13.2 The content of External Sites and Third Party Services is not maintained or controlled by us and we are therefore not responsible for the availability, content or accuracy of External Sites or Third Party Services. We do not (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, a Site or Service; (b) guarantee the accuracy, completeness, usefulness or adequacy of External Sites or Third Party Services; or (c) make any endorsement, express or implied, of any External Sites or Third Party Services. Any advertisement or promotion on a Site of a Third Party Service is not an inducement by us for you to enter into any agreement with the relevant third party.

13.3 Any communications or contracts relating to Third Party Services, payment for and delivery of Third Party Services, and any other associated terms, conditions, warranties or representations are exclusively between you and the relevant third parties. You agree not to hold us liable for any loss or damage incurred as the result of any such contracts, communications or other dealings or the presence of such third parties on any Site.

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