

WEBSITE TERMS & CONDITIONS

The Website (as defined below) is owned and operated by Endemol Shine UK Ltd t/a Remarkable Television, a company registered in England and Wales with its registered office at Shepherds Building Central, Charecroft Way, Shepherds Bush, London W14 0EE (company registration number: 1692513, VAT number: 466537124)

Terms and Conditions of Use:

1.1 These Terms and Conditions of Use set out important information regarding your rights, obligations and the restrictions that may apply when you use our website at the URL

<https://www.pointlessapplications.com> (the “Website”) which includes the services contained in the Website (which may include without limitation audio visual content, text, photographs, advertising and other services) (together “Services”).

1.2 These Terms and Conditions of Use govern the relationship between you and Endemol Shine UK Ltd t/a Remarkable Television when you access and use our Services and Website. Any reference to “you” or “your”, means you as user of the Website and Services, any reference to “we”, “us”, “our” or “Endemol” is to Endemol Shine UK Ltd t/a Remarkable Television. For our contact details please see the end of these Terms and Conditions of Use.

1.3 You should read these Terms and Conditions of Use carefully before using the Website or Services. By accessing and continuing to use the Website and/or Services, you agree to be legally bound by them. If you do not agree with any of our Terms and Conditions of Use then you should not use our Website or Services.

Age Restrictions:

2.1 Some of our partners' websites accessible from the Website may have age restrictions, so you may need to be at least 18 years old to use them.

Access and Use of the Website:

3.1 In accessing the Website and the Services made available by us via the Website, you agree that you will do so only for your own personal, non-commercial use. To this end, you may access and review all pages of the Website, and print individual pages of the Website (but you may NOT photocopy them or print multiple copies other than for your own personal, non-commercial use). No licence is granted to use any intellectual property or other right in or to the Website or the Services in any manner whatsoever. Any copying, reproduction, lending or hiring, public performance, broadcasting or any other form of distribution of the content on the Website other than in accordance with these Terms and Conditions of Use is prohibited and will constitute a copyright infringement. This includes downloading or printing material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on this Website. The design, arrangement and look and feel of this Website is also the copyright of Endemol and may not be copied or otherwise reproduced.

3.2 You agree to use the Website only for lawful purposes, in a manner which does not infringe the rights of, or improperly restrict or inhibit the use and enjoyment of, the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is libellous, in breach of anyone's privacy or which may harass, cause

distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of dialogue within the Website.

3.3 You agree to comply with these Terms and Conditions of Use when using our Services and Website and all applicable laws and regulations, together with any specific rules which may be posted on the Website in relation to any material and content that you access via the Services.

Restrictions on your use of the Website and the Services:

4.1 You may not copy, reproduce, download, broadcast, transmit, publish, store, modify, or otherwise commercially exploit or use any of the Website or the Services (including without limitation any User Content (as defined below), web pages, computer codes or elements comprising the Website and/or any software provided to you by us), or permit or assist any third party to do the same without our prior written permission.

4.2 You agree that you will not use the Website or the Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm or inconvenience to any other person.

4.3 You will not do anything that may cause damage to the Website or the Services or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data or penetrate or attempt to penetrate the Website security measures.

4.4 You agree to compensate us in respect of any damages or losses suffered by us as a result of any claim or legal action brought against us by any third party in respect of any matter arising from your use of

the Services in breach of these Terms and Conditions of Use or from your violation of any applicable law or regulation.

4.5 You agree not to give any indication that you have any commercial relationship with us, or that you are our agent or that we have endorsed any User Content you may make.

4.6 We reserve the right to suspend, restrict or terminate your access to any, or all, of the Website and/or the Services at any time at our sole discretion.

4.7 We may also ban or suspend you (at our discretion) as a user of the Website and the Services if you do not comply with these Terms and Conditions of Use.

Intellectual Property:

5.1 All intellectual property rights in the Website (including but not limited to the design, arrangement and look and feel of the Website) and all material or content made available by us and/or our partners via the Services (excluding any User Content (in respect of which see paragraph 11 below)) shall remain at all times the property of Endemol or Endemol's licensors.

5.2 The names, images and logos identifying us, companies in the Endemol group, our partners or third parties and our/their products and services contained in the Services are proprietary marks and may not be reproduced or otherwise used without express permission.

5.3 Nothing contained in these Terms and Conditions of Use shall be construed as conferring by implication any licence or right to use any

trade mark, patent, design right or copyright of Endemol or of any third party.

Piracy:

6.1 Certain of our Services use security technology to protect the material and content made available on our Services. You may not attempt to, or assist, any other person to remove or otherwise alter or interfere with any security technology used in connection with the Services, nor may you permit or assist in any way any third party to use the material or content made available by us via the Services in an unlawful manner or in a manner which could infringe the rights of, or restrict or inhibit the use and enjoyment of the Services by, any third party.

Registration and Passwords:

7.1 Registration is not required to browse the Website. However, you may be required to register your details for certain Services (for example, to register for a newsletter) and open a user account that you can then use to access and log on to use those Services. If you register your details for any such Services, you may change or update your user name and password or other details at any time via your account. You promise that any information and details provided will be true, accurate and up to date in all respects and at all times.

7.2 You understand and accept that if you register for certain Services and open a user account it is your sole responsibility to maintain the confidentiality of your password and that you are responsible for all activity that occurs under your user name and password. We will not be liable where your password is used by someone else. You should notify us immediately of any unauthorised use of your password and any breach of security as soon as you become aware of it.

Safety:

8.1 We advise you not to reveal any personal information about yourself or anyone else (for example, your telephone number, home address, e-mail address or any other details that would allow you to be personally identified) on the Website. You are entirely responsible for maintaining the confidentiality of your details when using the Services.

Links to other websites and services:

9.1 This Website may contain links to other third party websites and services (such as Vimeo and YouTube) through advertising or otherwise. These links are provided for your ease of reference, convenience and enjoyment only. We have no control over those third party websites or services and are not responsible for their availability or contents.

9.2 If you decide to visit any linked website you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other items of a potentially destructive nature which they may contain and to comply with the terms and conditions of the relevant website (including without limitation any age restrictions). We will not be responsible for or liable for any content, advertising, products, services or information on or available from any third party website or material (including payment for and delivery of such products or services) or for any damage, loss or offence caused by or, in connection with, the same. Any terms, conditions, warranties or representations associated with such dealings, are solely between you and the provider of the relevant service.

9.3 You agree that we will not be party to any transaction or contract with a third party that you may enter into and we will not be liable to you for any loss or damage which you may suffer by using any third party websites and services. You agree that you will not involve us in any dispute you may have with such third party websites and services.

9.4 We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

Our legal obligations and our limits on liability:

10.1 All Services on the Website are provided on an ‘as is’ and ‘as available’ basis. We do not guarantee which Services will be on the Website. We cannot promise that our Services will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. The Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control, or otherwise at our sole discretion. We will not be liable to you or to any other person in the event that all or any part of the Services or Website are discontinued, modified or changed in any way.

10.2 The views expressed in any content or material which is uploaded and/or contributed by you or other users of the Services on the Website (including without limitation any User Content) do not reflect Endemol’s views.

10.3 We do not represent or warrant that the information accessible via the Website is accurate, complete or current.

10.4 We reserve the right to change the Website or delete or add or modify content and/or features and/or any of the Services in any way, at any time, and/or for any reason as we may elect from time to time.

10.5 We do not accept any liability for:

10.5.1 any damage or loss caused to you where you are not entering into these Terms and Conditions of Use as a consumer; and/or

10.5.2 any loss or damage which may result from the use of the Website including, without limitation, loss due to any computer virus or viruses which may infect your computer equipment as a result of your access to or use of the Website or your downloading of any materials, data, text, images, video or audio from the Website (as appropriate); and/or

10.5.3 any failure, any suspension and/or any termination of access to the Services or Website or any content in connection with or arising out of a force majeure event (in these Terms and Conditions of Use, a “force majeure” event shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents); and/or

10.5.4 any claims brought against you by a third party.

10.6 These Terms and Conditions of Use shall not make us responsible for any damage or loss caused to you where such damage or loss is not reasonably foreseeable to you and us when you use the Services, including where the damage or loss results from our breach of these Terms and Conditions of Use.

10.7 Nothing in these Terms and Conditions of Use will restrict your statutory rights as a consumer or limit our liability for death or personal injury resulting directly from our negligence or for fraud.

Your Submissions:

11.1 If you wish to submit any contribution to the Services and/or upload any content on the Website (should the option to do so become available at any time), such as any text, photographs, graphics, video and audio (together “User Content”), you agree that any such User Content is subject to these Terms and Conditions of Use and in particular to the following terms:

11.1.1 You promise that you are the original owner of any User Content you contribute or that you have the necessary licences, rights, consents, and permissions to authorise us to use your User Content on the Website and Services and in accordance with 11.1.2 below. In particular, you promise that you are the copyright owner of any User Content you contribute (or are validly authorised by the copyright owner to make the relevant use of the material forming such User Content) and have obtained the permission of all of the people featured or referred to in such User Content (and if they are under 18 their parents or guardians as well) to include them in such User Content and to allow the use by us of your User Content on the Website and Services and in accordance with 11.1.2 below. You agree to give us evidence of all such licences, rights, consents, and permissions immediately on request by us. You acknowledge that the

contents of any User Content which you choose to place on the Website will be considered non-confidential.

11.1.2 By submitting User Content, you grant us a worldwide, perpetual, non-exclusive, royalty-free and transferable licence (with the right to sub-license) to use, edit, reproduce, record, modify, translate, distribute, play, perform, and otherwise make available (including to other users), prepare derivative works of and to include your User Content on the Website and/or Services and/or as part of any other work (including without limitation as part of any of our and our partners' profiles on third party platforms such as Twitter and Facebook) in any and all media and by any method whether now known or later developed throughout the world for the full term of copyright and any other rights and all renewals revivals and extensions thereof. You also agree to waive your moral rights in your User Content. You understand and agree that once you submit User Content we shall be unable to modify or remove it from the Website or Services or such other work.

11.2 You are responsible for the contents of any User Content you make and the consequences arising from its use on our Services. (Please note that we cannot accept any User Content containing any music, save where expressly permitted by us.) You agree that you will not upload to the Website any material or content which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or infringes the rights of a third party or may have the effect of being insulting, harassing, threatening, abusive or hateful or which otherwise degrades or may be seen to intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. You agree not to infringe any laws in order to produce or submit any User Content. You agree not to transfer files which contain viruses or other harmful programs. Further, you must not endanger yourself or others, take any unnecessary risks in order to produce or make available any User Content.

11.3 You also agree not to advertise or promote third parties' or your own goods or services on or by means of the Website or your User Content including by way of the distribution of "spam" email. In particular, you agree not to use the Services to provide links to third party websites. We do not guarantee or endorse any User Content or opinion, recommendation or advice posted on the Website by users, and we expressly disclaim any and all liability in connection with such material.

11.4 We may accept your User Content, modify your User Content, or refuse to display your User Content at any time in our sole and absolute discretion. We may also withdraw your User Content and/or suspend, restrict and/or terminate the Services provided under these Terms and Conditions of Use immediately without notice to you for any reason, including, without limitation, where we suspect your User Content to be in any way defamatory, obscene, unlawful, harmful, insulting, offensive, inappropriate or to infringe the rights of a third party. We have no obligation to modify or remove any inappropriate, offensive or unlawful content.

12 Privacy and data protection:

12.1 Please read our privacy policy posted on the Website which contains important information about the use of your personal data and other information regarding your privacy.

13 Severance:

13.1 If any provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid or

unenforceable such invalidity shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.

14 Law and Jurisdiction:

14.1 These terms shall be governed by and interpreted in accordance with the laws of England and Wales and the English Courts shall have exclusive jurisdiction over any disputes.

15 Other Terms and Conditions:

15.1 You may be asked to agree to further terms and conditions when using specific Services (for example submitting materials or when subscribing to a newsletter). If there is any inconsistency between these Terms and Conditions of Use and any such terms and conditions, the latter terms and conditions shall prevail.

16 General:

16.1 These Terms and Conditions of Use were last updated on 2 September 2021. Please note that we may update and amend these Terms and Conditions of Use from time to time and any changes will be posted on the Website. However, it is your responsibility to ensure you review these Terms and Conditions of Use regularly to familiarise yourself with any changes. We will not file or store a copy of these terms for each transaction by you via the Website. We therefore recommend that you print and store or save a copy of these Terms and Conditions of Use for future reference.

17 Contact details:

17.1 You can e-mail us with any questions, queries or complaints at enquiries@remarkable.tv or you can write to us at Endemol Shine UK Ltd t/a Remarkable Television, Shepherds Building Central, Charecroft Way, London W14 0EE.

Notices:

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