



PPL Video Store – Terms & Conditions of Use

PPL Video Store is operated by Vanderquest Limited under licence from Phonographic Performance Limited. References to “PPL Video Store”, “we”, “us” or “our” are to Vanderquest Limited, a company registered in England and Wales with registered number 01348856 and with its registered office at St Brides House, 10 Salisbury Square, London, EC4Y 8EH, United Kingdom.

References to “you” or “your” are to the person defined as the Company in the email in which the login details to the PPL Video Store Website (“Site”) were supplied. If the person who is using the Site is different from the Company (for example they are an employee or agent of the Company), the person using the Site warrants that they have the authority to enter into these Terms & Conditions of Use on behalf of the Company.

These Terms & Conditions of Use incorporate the Privacy Policy, which is available at www.pplvideostore.com/privacy.pdf and governs how PPL Video Store may process any personal data supplied to us.

These Terms & Conditions of Use govern (as further described below) your access & use of the Site. Upon being given access to the Site you will have entered into a legally binding agreement (“Agreement”) with PPL Video Store on these Terms & Conditions of Use. The ordering of any music videos made available through the Site (“Videos”) will be governed by the Ordering Terms.

PPL Video Store may amend part or all of the Terms & Conditions of Use for the Site at any time and from time to time, and such amended terms will be included on the Site. Before logging in to the Site, you should review the current version of the Terms & Conditions of Use in case there have been any amendments.

Your use of the Site

Subject to the terms of the Agreement, whilst you are successfully logged into the Site, PPL Video Store permits (on a personal, non-exclusive and non-transferable basis) you to:

- access, browse and search the information regarding the availability of Videos,
- order Videos (subject to the Ordering Terms),

all solely for the purpose of seeking to exercise rights under a Record Company Licence and Publisher Licence on your own behalf, or on behalf of a person holding the Record Company Licence and Publisher Licence (as appropriate).

A “Record Company Licence” is a licence, which is granted by Phonographic Performance Limited or a record company, that allows/authorises (amongst other things) the copying of the film copyright in music videos. A “Publisher Licence” is a licence, which is granted by the MCPS-PRS Alliance Limited (company number 03444246), another society administering publishers’ rights or a publisher, that allows/authorises (amongst other things) the copying of the music and literary copyrights incorporated in music videos.

Except for the permission granted above, no rights are being granted under the Agreement, and all such rights remain reserved to PPL Video Store and/or its members.

Restrictions and Obligations

You will not, and will not attempt to, do (or allow any third party to do) any of the following:

- copy, download or communicate to the public any Content or (save where these have been ordered pursuant to the Ordering Terms) Videos; or
- store or build a record (whether historical or otherwise) of any Content or Videos.

“Content” means all of the following: the Site, layout of the Site, trademarks, trading names, information, data, graphics, pictures, logos, brand features, embedded video player and other content (excluding the Videos) provided on the Site.

You acknowledge and agree that:

- access to any Video (other than viewing it on the Site if it is available) will only be granted pursuant to the Ordering Terms; and
- the Site includes a number of registered and unregistered trade marks, business names and logos of PPL Video Store, Vanderquest Limited, Phonographic Performance Limited and other organisations. By making these trade marks, business names and logos available on the Site, you are not being granted any right or licence to use any of them.

You will indemnify PPL Video Store against any and all loss, damages and costs (including, without limitation, reasonable management, court and legal costs) sustained by PPL Video Store arising out of any breach by you of the Agreement and at the request of PPL Video Store, you will provide all such reasonable assistance as PPL Video Store may request to enable PPL Video Store to resist any action, claim or proceedings brought against PPL Video Store as a consequence of any such breach.

Links/Frames

The Site may contain links to third party web sites which are not owned or under the control of PPL Video Store. These links are made available solely for your convenience and PPL Video Store neither endorses nor shall be responsible for the material on such third party sites or for your use of such websites.

You are not permitted to create a frame or any other browser or border environment around the Site. You will not link to any part of the Site without PPL Video Store’s prior written permission.

Termination

The Agreement shall terminate upon your logging out (or being logged out) of the Site.

Without prejudice to our other rights and remedies, PPL Video Store may terminate the Agreement whilst you are logged in to the Site, with or without notice, where PPL Video Store suspects or has reason to believe that:

- there has been a breach by you of the Agreement or (where a Video has been ordered) the Ordering Terms; or
- any rights in the Content or Videos have been infringed.

Termination of the Agreement shall not affect your liability to pay any monies due for Videos ordered pursuant to the Ordering Terms.

Disclaimer

The Content is included on the Site only as general information. Any of the Content may be out of date at any given time, and we are under no obligation to update such Content. PPL Video Store reserves the right to generally add, remove or amend the Content and/or Videos, or modify or terminate any services offered on the Site at any given time in the future with or without notice. If the need arises, we may suspend access to the Site, or close it indefinitely, with or without notice.

PPL Video Store provides no warranties or representations that the Site, the Content and/or the Videos meet any requirements of accuracy, availability, completeness or fitness for a particular purpose. To the maximum extent permitted by applicable law all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement.

To the maximum extent permitted by applicable law, PPL Video Store, on behalf of itself and for and on behalf of each of its officers, employees, agents, suppliers and contractors, excludes liability for any losses, damages and expenses of whatever nature (whether in tort, contract or otherwise), including (without limitation) any direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss of software, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, whether these were foreseeable or not.

Other Terms

The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. For the avoidance of doubt, the Agreement is separate from any agreement entered into pursuant to the Ordering Terms.

Where there is a conflict between the terms contained in these Terms & Conditions of Use and the Privacy Policy, the terms contained in these Terms & Conditions of Use shall prevail.

You may not assign, sub-contract or otherwise transfer any of your rights or obligations arising under the Agreement, without our prior written consent.

Each party acknowledges that, in entering into the Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out herein. Nothing in this paragraph will limit or exclude any liability for fraud.

You acknowledge and agree that neither Phonographic Performance Limited, a company registered in England and Wales (company number 00288046) and with its registered office at 1 Upper James Street, London W1F 9DE, United Kingdom ("PPL") nor Video Performance Limited, a company registered in England and Wales (company number 01818862) and with its registered office at 1 Upper James Street, London W1F 9DE, United Kingdom are responsible in any way for the PPL Video Store and/or the Site, are not a party to the Agreement and do not have any obligations, and will not incur any liability, to you arising out of or in connection with the PPL Video Store, the Site and/or the Agreement.

A person who is not a party to the Agreement shall not have any rights under or in connection with it whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The Agreement will be governed by, and construed in accordance with, the laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales. PPL Video Store retains the right to bring proceedings as to the substance of the matter in the courts of the country of your principal place of business.