

Terms of service.

1w. Exclusive Videographer

The videographer shall be the exclusive videographer retained by the Client namely David Gray TV for the purpose of filming the wedding day. Family and friends will be permitted to video at the wedding if they do not interfere with the duties of the videographer, and additionally, may be asked not to take pictures or film while videographers are posing the couple, bridal party, or families. This is to avoid any distraction of the couple or bridal party during the filming sessions.

It is understood that the videographer is the exclusive official videographer retained to perform the videographic services outlined in this contract.

2w. Deposit and Payment

Client shall pay a non-refundable 20% deposit of the total price to secure the services and products specified herein. Upon signing this contract, the amount of the deposit shall be applied to reduce the total balance of the package. The final balance must be paid in full four weeks (28) days prior to the wedding event.

3w. Cancellation or Postponement

If Client should cancel the event for any reason, the deposit will not be refunded. If cancelling this contract Client must notify videographer in writing. To consider a date change, videographer must first receive a written release of the current contracted date, which will null and void this written contract. If Client needs to change the event date, all monies paid will transfer to the new date per a newly written and signed contract if that date is available for videographer. The new date must be within six months of the original date, or the new contract will be subject to Photographer's current rates. If the new date is unavailable with videographer, the contract will be cancelled, and the deposit will not be refunded.

4w. Copyright and Reproductions

videographer shall own the copyright for all images/video created at the event and shall have exclusive right to make reproductions. videographer shall only make reproductions for Client or for videographer's portfolio, studio samples, self-promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or within or on the outside of Videographer's studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If videographer desires to use images for uses other than those specified above, videographer shall not do so without first obtaining written permission from Client.

It is a violation of copyright law to allow film footage created by videographer to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without the permission of videographer. Client agrees to purchase film copies and products directly from videographer unless in possession of high-resolution digital files. Further, Client agrees not to make copies for sale or for the purpose of circumventing sale of the images by videographer.

5w. Client Usage

Client is obtaining film footage for personal use only and shall not sell the footage or authorize any reproductions by parties other than videographer. If Client is obtaining a print for a newspaper announcement of the wedding or similar use, videographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a

credit to videographer with the image but shall have no liability if the newspaper refuses or omits to do so. Usage of images that Client receives in the online galleries is outlined in Section 6w, below.

6w. Release of Digital Deliverables

Videographer will release the high-resolution film (digital) of the Wedding and other pre-wedding/post-wedding events (ie Rehearsal Dinner Coverage, Portrait Session) to Client.

These files will be delivered via online gallery file download and USB drive. By releasing the high resolution files, videographer authorises the Client to use the footage contained in the online gallery or zip file links for their own personal use, including printing of the images at a lab of Client's choosing, and uploading for sharing on the internet. The footage may not be sold or published without the written consent of videographer. videographer will retain the copyright of the images contained in the online gallery as well as the exclusive rights detailed in Section 4w "Copyright and Reproductions."

Requests for additional and/or replacement copies of these files may be purchased.

7w. Failure to Perform

If videographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of videographer, then videographer shall return all monies paid, including the deposit, and shall have no further liability with respect to this contract. The videographer will make a best effort to find a replacement videographer who is determined to be of equal or greater skill and value, however, is not required to do so. This limitation of liability shall also apply in the event that videographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of videographer. In the event

that videographer fails to perform for any other reason, videographer shall not be liable for any amount in excess of the value of Client's package.

8w. Videographer Substitution

In the extremely unlikely event of severe personal illness or other extreme acts of nature beyond the control of videographer which precludes videographer from performing the duties of coverage, videographer will attempt to arrange for a substitute videographer of high qualification, per Client approval of said videographer. Client and videographer both assume the risks and dangers of videographer's travel and if the extremely unlikely event that a last-minute act of nature or travel disaster occurs while videographer is en route to the event, videographer will refund the client all monies paid, including the deposit.

9w. Standard Price List

The charges in this contract are based on videographer's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested.

10w. Final quality

Final footage is individually edited for colour correction, contrast adjustments, tonal adjustments, colour enhancements, and conversion to black and white (if applicable).

Turnaround time is generally 45 business days for editing and delivery of the final movie to the online gallery and USB.

11w. Officiant and Venue Restrictions

Videographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that videographer will abide by such guidelines or rules and that they are outside the control of videographer. Client agrees to hold videographer harmless for the impact such guidelines or rules may have on the resulting movie.

12w. Requested Shots

While videographer will make every reasonable effort to take specifically requested shots, Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, videographer cannot guarantee that any particular requested shot will be taken.

13w. Artistic License

Videographer shall be granted full artistic license in relation to the poses filmed and the locations used. Videographer will not be held responsible for the lack of coverage caused for the following reasons: The bride, groom, family or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed shoot, the wedding running late or if restrictions regarding videography at the desired location of the wedding are in force.

14w. Event Food Service

We do not require you to provide us a meal during our work but if you have events during your meal that you wished included, please let us know in advance as this is our break period where we use this time to back up day time memory cards etc.

15w. Shipping and Handling

Shipping and handling charges are completely free within the videographer's county and considered included in the package pricing.

16w. Damages and Behaviour

The Client is responsible for their guests during the videographers stay. We will respect your guests and treat them with dignity and courtesy. We expect the same in return. The videographer will not tolerate abusive or physical behaviour of any kind and will immediately report such acts to local enforcement and leave the venue. Footage will be supplied that was captured up to the point of departure.

Further, any damage caused to any of our equipment either accidental or wilful by guests of the client shall be paid for in full by the client. No film footage will be released until the damaged equipment is paid for.

17w. Miscellaneous

This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot

reduce the total overall monetary value. This contract shall be governed by the laws of the United Kingdom in which videographer conducts business.

General Terms and Conditions

Our terms and conditions are in place to protect both you and us. They are legally binding by both parties and they are enforceable in English law. By placing an order you agree that you have read, understood, and agreed to the full terms and conditions without prejudice. They are open, honest and fair with no hidden gimmicks or small print. We reserve the right to change the pricing structure as is deemed necessary at any time. Any existing or pending orders are protected from any price increases.

1. All orders must be made online through our website in the online shop.
2. Once an order has been paid an email is sent to the registered email address with a digital receipt and all the relevant download links paid for.
3. Each customer receives a unique url for each file and these can be downloaded up to 3 times.
4. Payments are made using our payment processor at Stripe who are the world's leading payment processors.
5. We don't offer any refund for digital products purchased. If you are unhappy about any aspect of a purchase we will resend the file you purchased free of charge.
6. The quality and size of our digital downloads vary according to each game.
7. The pricing of our digital products vary according to each game.
8. Certain areas of the website (<https://www.davidgray.tv>) will be restricted to membership and/or password protection. Do not share any personal passwords. We reserve the right to change and alter passwords/membership/access to any area of our website without prior notice.
10. The viewing of most match games is free to watch however a registration may be needed to watch.
- 10a. To comply with child protection law all junior games (18 years and under) are behind a paywall which requires membership registration and payment.
- 10b. Under **No** circumstances must digital downloads be posted on open social platforms such as Facebook, YouTube etc – especially under 18yrs content. There are safeguarding laws in place, and you can be prosecuted. Every download whether paid for or free is for your **own personal use only**. Our work is copyrighted and sharing our work is strictly prohibited unless authorised by us in writing
11. Any images I take and any audio I record may be used in educational and documentary materials such as public service announcements, grant applications, video documentary, Social media platforms and both printed and online newsletters. You also hereby agree to release, defend, and hold harmless myself (I), David Gray TV and any employees or agents, including any publishing and/or distributing the finished product in whole or in part, whether on paper or online, via electronic media or on websites, from any claim, damages, or liability arising from or related to the use of such video/photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion, or use in composite form, either

intentionally or otherwise, that may occur or be produced in taking, processing, reduction, or production of the finished product, its publication, or distribution.

Acceptance By creating an account, viewing videos, making a purchase, downloading our branded applications, or otherwise visiting or using the Service, you accept this Agreement and consent to contract with us electronically. If you are an entity other than a natural person, the person who registers the account or otherwise uses the Service must have the authority to bind the entity. In this context, “you” means both the entity and each person who is authorised to access the account. We may update this Agreement by posting a revised version on our website. By continuing to use the Service, you accept any revised Agreement. You may terminate the Agreement at any time by deleting your account. We reserve the right to suspend or terminate your account for your breach of the terms hereof. If we delete your account for breach, you may not re-register.

Registration:

You must create an account to use certain features we offer (e.g., to view a Program). To do so, you must provide an email address. By creating an account, you agree to receive notices from us at this email address.

Age Requirements:

You may not create an account if you are younger than 16 years of age. By creating an account, you represent that you are at least 16 years of age, and, to the extent required by law, you have the permission of a parent or guardian to create an account and use the Service.

Parents and Guardians:

By granting your child permission to use the Service through your account, you agree and understand that you are responsible for monitoring and supervising your child’s usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

Account Security:

You are responsible for all activity that occurs under your account, including unauthorised activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.

To make a purchase, you must provide a valid payment method. We may apply taxes, including VAT (value-added tax), to any charges. Prices and other terms of purchase are subject to change. If we provide you access to a Program on a free basis, such access will be deemed a “purchase” for the purpose of this Agreement.

ALL PURCHASES, INCLUDING RECURRING CHARGES, ARE FINAL AND NON-REFUNDABLE.

Free trials and Discounts: We may offer free-trial or discounted subscriptions. When a free-trial period ends, your paid subscription begins (unless you have cancelled before the end of the free-trial period) and you must pay the full monthly or annual fee. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee.

Automatic Renewal:

To the extent permitted by applicable law, subscriptions automatically renew for the

subscription period unless cancelled at least one day before the renewal date listed in your account settings. Your payment method will be charged at the beginning of each subscription period. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts.

How to Cancel Renewal:

To pause or cancel a subscription renewal, visit your account settings. Your changes will be applied to your next subscription period. Any cancellation or notice of non-renewal will not affect the current subscription period. We may decline renewals.

To turn off automatic renewal for subscriptions, access your account settings. Subject to the terms hereof, you have the right to stream and/or (if offered) download for your personal entertainment purposes: (i) Programs that you have rented during the stated rental period; (ii) Programs that you have purchased; and (iii) Programs made available within a channel that you have subscribed to during your subscription period.

Restrictions:

You may not resell streams or downloads, use any Program for any commercial purpose, redistribute or retransmit any Program, publicly perform or display any Program, or make derivative works from any Program. All rights not expressly granted herein are reserved by Producer.

Service:

Subject to the terms hereof, we grant you permission to use the Service for the sole purpose of viewing Programs for your personal entertainment. All rights not expressly granted by Producer are reserved.

Your Content; Feedback:

To the extent that you submit any content to Producer (i.e. in your profile, a comment, or forum), you grant Producer and our suppliers an irrevocable, worldwide, non-exclusive, royalty-free, perpetual right and license to use, copy, adapt, transmit, distribute, license, and publicly perform and display such content in all media for any purpose whatsoever. If you make suggestions to us or our suppliers on improving our products or services, we may use your suggestions without any compensation to you.

PRIVACY POLICY

20. Here at davidgray.tv ("We") commit ourselves to protecting and respecting your privacy when visiting our website.

21. This privacy policy sets out how we will process and use any personal data that you provide to us as a result of visiting <https://www.davidgray.tv> Please read the following information to understand our practises with regards to your personal data and how we will treat it.

22. The identity of our data controller shall be Mr. David Gray.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

23. Any information that you provide by filling in forms on our site. This includes providing information at the time of registering to use our site, posting material, requesting further

services or subscribing to any service offered by us on the site. We only collect the data you provide.

24. Postal communications will be electronically scanned and subject to the same rigorous privacy standards as hereby laid out.

25. We, and/or any third parties will store a record of any correspondence only for the length of time it is needed. If we no longer require any data that you supplied to us then we will delete it.

27. Details of transactions you may carry out through our website and of the completion of your orders.

28. We do not store credit card details, nor do we share any financial details with any 3rd party. All transactions are dealt with securely and safely through Stripe or PayPal.

DISCLOSURE OF YOUR INFORMATION

29. We do not disclose any information we hold about you to any third party unless we are under a legal obligation to do so by law

REFUNDS

32. We don't issue refunds.

34. We don't pay compensation.

35. If you have concerns regarding an order, please rest assured we will look into it for you and re-send any files free of charge. You can email us at sales@davidgray.tv with your order number.

36. All products purchased, such as digital downloads, are for your own personal use only. Files purchased online from our store must not be re-sold, uploaded to social media or copied in any way and we will take legal action if we find you have not purchased our products for your own personal use.

COOKIES

41. Cookies are little files that websites put on your device to make visits quicker, easier and more relevant. Some cookies are essential for websites to work and others remember things about you to give you a better, more enjoyable experience online.

42. We have placed cookies on your computer already to help us give you the experience you expect. By continuing to use our website, you're agreeing to our use of cookies. Alternatively, you can manage them in your browser settings.

43. Essential cookies

Without these cookies, our website won't work properly. They help you move around the secure areas of the website and do things you've specifically come to the website for, like shopping or billing.

44. Cookies remember things like products you put in your basket and information you enter in forms such as at checkout. Without these cookies, this information would be lost every time you go to a new page.

- If you're signed into a secure area, these cookies recognise that you have already signed in. Without them, you'd need to sign in each time you go to a new page.

- Cookies for website info: These cookies collect anonymous information about how visitors use our website, like the most popular pages and any error pages you see. We use this aggregated information to improve our website - it never identifies individual users.
- Gives us an overall picture of how people use our website by telling us things like the number of visitors to each page and what people do on the page, like which links they click on.

45. Cookies that save your settings

When you fill in a form with your name or other details, these cookies remember that, so you don't have to type it in each time you come back. They also remember changes to text size and font and other things you can customise.

What they do.

- Remember any settings you've applied, such as layout, text size, preferences and colours
- Remember if we have already asked you if you want to fill in a survey so that we don't keep asking you
- Allow us to offer you live chat sessions to offer you help or support
- They show you when you're logged in to the website
- They can be used to share information with any partners who provide a service on our website. The information shared is only used to provide the service, product or function and not for any other purpose.

CONTACT

46. If you need to give us a call then please do. All calls to our mobile (**07881293648**) will be charged at normal network rates. This is not a premium rate phone number. You also have the option of emailing us directly at david@davidgray.tv, live chat 24/7 or through social media such as Facebook or X . We also have online forms on our website to assist with communication too.

GDPR

General Data Protection Regulations

In accordance with the Act which came into force on 25th May 2018, you can now exercise the right to access any information we hold about you. This request is now free of charge. All the information that we hold about you has been provided by you. We don't store any details other than what you have provided yourself.

Consent

30. We now have to obtain your individual consent to store and use the data you provide and explain how it is used and provide evidence that we have asked your permission. You now have the option to withdraw approval of how the details you provide to us are used and stored. We only store the data that you tell us to.

30.2 The information that you provide to us by filling out the account sign up form on our website are stored by our website hosts at GoDaddy.com who store the details you provide over

a secure network and to which you have full access & control of what is provided, stored, or deleted. You can change any of this data at any time by logging in to your account.

Right to Access

30.3 You now have the right to request information from us about what personal data concerning you we are processing. Since the information we process is what you provided in the first place, this request is somewhat needless but still it is your right none the less and so we are duty bound to point this out.

Right to Erasure

30.4 Also called the right to be forgotten. You have the right to request your personal data to be permanently deleted and furthermore to instruct us to stop sharing it with third parties, which are also obligated to stop processing it. Bear in mind this request will also delete your access to all downloads, not just names and addresses. If this is a request you wish to exercise we recommend downloading any data to your own devices prior to such a request being carried out. This action is permanent and means the data cannot be retrieved.

Privacy by Design

30.5 All our services, products, systems and processes are secure from the start, resulting in strong, consistent data protection implantation. We only use the most advanced and technically updated partners and security features.

Data Portability

30.6 As an individual you have the right to transmit the data you have previously supplied to us to someone else and this legislation gives you the right and the framework to do so. We will provide you with a pdf document of all the data on record for your convenience so you have your information on the world's most commonly used format.

Third Parties

31. We don't store or hold any data about you that you haven't provided yourself. All the information that you have provided is stored securely with our website hosts.

Launch Request

31.1 If you wish to exercise your right to any aspect of data, deletion, transfer, access or other please email such a request to our Data Controller and the request will be carried out by the end of the same working day. The email address of the data controller is david@davidgray.tv We welcome any questions, comments and requests regarding this privacy policy and any such comments may be emailed to info@davidgray.tv

Thank you for taking the time to read our GDPR policy. It is there to protect you. If you need any help or need a question answered about these terms and conditions please drop us an email to info@davidgray.tv

1. Acceptance By creating an account, viewing videos, making a purchase, downloading our branded applications, or otherwise visiting or using the Service, you accept this Agreement and consent to contract with us electronically. If you are an entity other than a natural person, the person who registers the account or otherwise uses the Service must have the authority to bind the entity. In this context, "you" means both the entity and each person who is authorised to

access the account. We may update this Agreement by posting a revised version on our website. By continuing to use the Service, you accept any revised Agreement. You may terminate the Agreement at any time by deleting your account. We reserve the right to suspend or terminate your account for your breach of the terms hereof. If we delete your account for breach, you may not re-register.

Registration:

You must create an account to use certain features we offer (e.g., to view a Program). To do so, you must provide an email address. By creating an account, you agree to receive notices from us at this email address.

Age Requirements:

You may not create an account if you are younger than 16 years of age. By creating an account, you represent that you are at least 16 years of age, and, to the extent required by law, you have the permission of a parent or guardian to create an account and use the Service.

Parents and Guardians:

By granting your child permission to use the Service through your account, you agree and understand that you are responsible for monitoring and supervising your child's usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

Account Security:

You are responsible for all activity that occurs under your account, including unauthorised activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.

3. Privacy:

Please review our Privacy Policy to learn about the information we collect from you when you use the Service, how we use it, and with whom we share it. By creating an account, you agree that our third-party suppliers will have access to your account information and account activities, such as the viewing and purchase of the Programs, and your contact information. 4. Program Viewing and Purchase Options We may offer the following purchase options through our branded websites and applications:

- **Rental:** After paying the stated fee, you may stream the Program an unlimited number of times during the stated rental period.
- **Purchase:** After paying the stated fee, you may stream the Program an unlimited number of times; if offered, you may download the Program.
- **Subscription:** For a recurring fee, you may stream the Programs offered within our subscription channel an unlimited number of times during your subscription period. We may add or remove Programs from the channel at any time.

To make a purchase, you must provide a valid payment method. We may apply taxes, including VAT (value-added tax), to any charges. Prices and other terms of purchase are subject to change. If we provide you access to a Program on a free basis, such access will be deemed a "purchase" for the purpose of this Agreement. **ALL PURCHASES, INCLUDING RECURRING CHARGES, ARE FINAL AND NON-REFUNDABLE.** **Free trials and Discounts:** We may offer

free-trial or discounted subscriptions. When a free-trial period ends, your paid subscription begins (unless you have cancelled before the end of the free-trial period) and you must pay the full monthly or annual fee. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee.

Automatic Renewal:

To the extent permitted by applicable law, subscriptions automatically renew for the subscription period unless cancelled at least one day before the renewal date listed in your account settings. Your payment method will be charged at the beginning of each subscription period. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts.

How to Cancel Renewal: To pause or cancel a subscription renewal, visit your account settings. Your changes will be applied to your next subscription period. Any cancellation or notice of non-renewal will not affect the current subscription period. We may decline renewals.

To turn off automatic renewal for subscriptions, access your platform's account settings. Any billing inquiries should be directed to the app platform. 5. Licenses and Intellectual Property

License to Programs:

Subject to the terms hereof, you have the right to stream and/or (if offered) download for your personal entertainment purposes: (i) Programs that you have rented during the stated rental period; (ii) Programs that you have purchased; and (iii) Programs made available within a channel that you have subscribed to during your subscription period.

Restrictions:

You may not resell streams or downloads, use any Program for any commercial purpose, redistribute or retransmit any Program, publicly perform or display any Program, or make derivative works from any Program. All rights not expressly granted herein are reserved by Producer.

Service:

Subject to the terms hereof, we grant you permission to use the Service for the sole purpose of viewing Programs for your personal entertainment. All rights not expressly granted by Producer are reserved.

Your Content; Feedback:

To the extent that you submit any content to Producer (i.e. in your profile, a comment, or forum), you grant Producer and our suppliers an irrevocable, worldwide, non-exclusive, royalty-free, perpetual right and license to use, copy, adapt, transmit, distribute, license, and publicly perform and display such content in all media for any purpose whatsoever. If you make suggestions to us or our suppliers on improving our products or services, we may use your suggestions without any compensation to you.