



# Terms of Service for Remote Filming

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Thank you for using Remote Filming.

Our mission is to provide a simple, universal and easy to-use way of streaming your films and stills photographs that keeps your shoots safe and secure while helping you and those you work with engaged with your work and able to see clearly what you are filming.

These Terms of Service ("**Terms**") cover your use of and access to our services. Your agreement is with Remote Filming Limited based in London, United Kingdom.

Our [Privacy Policy](#) explains how we collect and use your information while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, our [Privacy Policy](#), and [Acceptable Use Policy](#).

We understand you're busy, so we've summed up our Terms of Service in a few simple sentences to start with.

We also understand that if you're reading these, you'll be interested to see what's in here. This simple summary doesn't replace all the legal stuff, but it will give you an idea of the detail in the following pages.

If you have any questions or concerns – please [contact us](#).



Here are the headlines for the terms and conditions that apply when you are using Remote Filming's services:

- Your Content is yours, including all images, audio and films – you own it, and you are responsible for it. These Terms don't give us any rights to your Content. We'll only do what's needed for our services to work properly.
- But if you are doing something illegal or immoral, we can without notice stop the streaming, delete the streaming portal, and suspend our services. Remote Filming may review your conduct and Content for compliance with our Terms and our [Acceptable Use Policy](#). We aren't responsible for any Content shared via our streaming services.
- We may make changes to our terms, service and/or fees from time to time. If you don't like something we change or charge, you don't have to book our services again.
- Using Remote Filming once doesn't tie you into anything in the future. We'd love to have you as a regular Client, but that's always your choice.
- And we should mention that you use our service at your own risk; we are not liable for any damages or consequential losses if things go wrong with our streaming, the servers we use, or the internet.
- We need your permission to do things like streaming your Content to others when you ask us to. To provide our Services, Remote Filming connects your shoots to potentially an unlimited number of people. You give us permission to do this, and this permission extends to our affiliates and trusted third parties we work with, but we never give access to anyone you haven't asked us to. Who you share access and passwords with is your responsibility.
- Your use of our Services must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by others' intellectual property rights. Please don't stream Content unless you have the right to do so.
- Help us keep your Content protected. Safeguard your password to the Services and keep your account information current. Don't share your portal credentials or links or give access to anyone you don't want to have it.



- You may use our Services only as permitted by applicable law, including export control laws and regulations.
- To use our Services, you must be at least authorised to do so by your company or be a film professional if you are doing so as an individual on behalf of content maker/s.

That's it. Seems fair?

You stream your shoots, and we'll do all we can to support you.

## Terms of Service

1<sup>st</sup> August 2021

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Remote Filming streams films and stills photography live to remote Viewers (the "Services") so they don't have to be present at shoots and can see, interact and engage with what the camera/s see without significant delay on their personal and business devices, including all types of computers, mobile telephones, and other devices like tablets.

Your use of and access to our services, software, websites (including browser extensions) and/or applications (together: "Services") are governed by these Terms of Service ("Terms").

The Services may be provided to you online, in the form of a mobile and/or desktop application/s and/or may be integrated in a third-party service. The Services allow you to transmit the images and audio data ("Content") from your film and still shoot/s to remote Viewers wherever they are in the world.

You retain all rights in - and responsibility and liability for - all images and audio data. Remote Filming does not record, store, retain or claim ownership of your Content.



The Services are provided to you as the User of the Services by Remote Filming Limited, 5 Eton Garages, Lambolle Place, London NW3 4PE UK. Remote Filming is registered in England, number 12576270.

## 1. Applicability

- a. You are only permitted to use the Services when you represent or are employed by a legally registered company or you are a recognised professional in your sector and you are using the Services for your own project/s or on behalf of a registered company involved in content making. Mostly, this means you'll be a film professional or in the film business or involved in professional photography but not to the exclusion of other sectors.
- b. You must be aged 16 or older.
- c. Please read the Terms carefully. By using the Services (directly with us or through a third-party reseller, application, plug-in, extension or integration) you agree and accept these Terms and our [Notice and Take Down Policy](#) ("NTD Policy").
- d. Use of personal data and cookies in relation to the Services means our [Privacy & Cookie Statement](#) applies.
- e. If the Services include, are used in connection with, or are integrated in the services of third parties, the terms and conditions, notice and take-down policies and/or privacy and cookie policies of those third parties may apply in addition to these Terms. If you are using the Services on behalf of your employer or another organisation, you are agreeing to the terms on behalf of that organisation and you represent and warrant that you have the authority to do so. Remote Filming is not responsible for any third-party services, terms and/or policies or any breach thereof.
- f. If you want to file a complaint or notice about unlawful Content being stored, retained, or shared as a result of using the Services, please read our [NTD Policy](#).
- g. If you become aware of a vulnerability in any of the Services, please read our [Responsible Disclosure Policy](#).
- h. Remote Filming can amend the Terms from time to time. The amended Terms will become effective upon them being posted on Remote Filming's website/s and/or



on Remote Filming's mobile and/or desktop application(s), and/or confirmed in writing by letter or email or at such later date as may be stated on the amended Terms. Therefore, we recommend that you review the Terms from time to time and take note of any changes. By continuing your use of the Services, you accept the amended Terms. In case of material changes to the Terms, you will be informed prior to the change: (i) at the moment you use the Services, or (ii) by a message to the contact details you provided to us, or (iii) by a posting of the notice of the change on Remote Filming's website(s). In the event you don't accept a change you can choose to cancel your confirmation of use of the Services but only if it's 24 hours or more in advance of our service being installed on your device/s.

- i. These Terms supersede all prior oral and written quotations, terms, communications, agreements, and understandings between you and Remote Filming Limited.

## 2. Remote Filming streaming service

- a. Remote Filming allows you to live broadcast your films, videos, photographic images and audio data together ("Content") to others wherever they are located in the world as long as they have and are able to connect to a stable internet signal equal to or above the minimum upload speeds we recommend.
- b. To broadcast your Content, you will need a stable internet connection with a minimum upload speed of 5Mbps and the equipment specified in the Remote Filming equipment guidelines, which are amended from time to time. If you are ever unsure about what equipment or which equipment version you need or the strength of the internet signal where you are broadcasting from Remote Filming will always do its best to help, support and advise you. If your internet signal is poor where you are broadcasting we can make small reductions in the bitrate but we cannot guarantee that this will not adversely affect the streaming quality or latency of the streaming nor whether it will improve the stability of the broadcasting. The bitrate describes the rate at which the bits are transferred from one location to another and measure how much data is transmitted in a given amount of time. It's usually measured as bits per second (bps) or megabits per second (Mbps).



- c. Remote Filming doesn't take any responsibility whatsoever for any interruption or failure of the internet signal or service at your broadcast location or for the inability of your Viewers to be able to log on to your stream/s as a result of poor, intermittent or unstable internet speeds, or for any consequential costs or losses howsoever incurred as a result. Without a stable and above-minimum internet upload speed our services will struggle to work consistently.
- d. Remote Filming does not provide, sell or hire the equipment you will need to broadcast your Content, including but not limited to laptops, capture cards or other devices to capture film, photographic images or audio signals, cables, video assist systems and cameras and they are not included in our rates and prices. We will, however, give you as much helpful support and advice as we can.
- e. Remote Filming streaming services are facilitated by its software and app which is remotely downloaded and installed on your local Mac laptop. We will share the streaming link and password/s only to the email address/es provided by you for distribution to your own list of recipients. We take no responsibility for sharing the streaming link and password with the wrong email recipient/s unless we have incorrectly transcribed them from the list you gave us. We prefer to be given one email address only and to share the streaming link and password with only that recipient with your express instructions but in either event we are not responsible for any consequential losses, howsoever calculated or whatever their nature because of being given incorrect email/s.
- f. If you use our universal login process, that is a streaming link and common password for all stream Viewers, we will not know which recipients are logged into the streaming.
- g. Alternatively, you can opt to use our one-time-password (OTP) login for viewers where we will share the portal link as described above and viewers will be required to enter an OTP sent to them via the email pre-registered with us. It is your responsibility to ensure all email addresses are correctly formatted and shared with us prior to your streaming commencing so we can efficiently and fully pre-register all required viewers you tell us about.



- h. Remote Filming does not record any Content streamed using our system and when streaming is stopped at the end of your broadcasting there is no record at all of your Content on any of our servers or any other storage device. If you need to record and/or playback Content during streaming you will need to have a video assist system or make other arrangements.
- i. For more information on Remote Filming's data retention policy, please contact our [Support Centre](#).
- j. Remote Filming provides the possibility to share your Content with an unlimited number of Viewers but tell us before your broadcast if you plan to share your Content with more than 50 Viewers. We don't think it'll change anything but it's better to know in advance.
- k. Using Remote Filming streaming is subject to a fee which is discounted for streaming certain types of Content and for streaming for 5 (five) days or more.
- l. Remote Filming also offers a number of additional services which are priced at various rates and of different terms, including but not limited to additional Content streams and branded portals.
- m. Remote Filming reserves the right to amend the rates without notice and to quote different rates to different Users according to its own commercial judgement and interest.
- n. Remote Filming treats all Content as confidential and does not control the use of links and passwords, regardless of whether they are originally distributed by us or by you. Recipients can forward the links and allow others to use them. You are solely responsible for the Content, links, and passwords you share.
- o. Confirmation of our services and/or full payment of applicable fees for Remote Filming is acceptance of all terms and conditions.

### 3. Payment conditions

- a. You can only have access to any Remote Filming streaming service if you have confirmed your booking in writing by email and have had an acknowledgement of your booking. We'd like to have at least 24 hours' notice, but we can work with less if circumstances dictate. If you are confirming a booking within that time, please contact us by telephone as well.



- b. If you confirm your booking for our service/s we will invoice you and require payment in advance for the streaming app to be installed and the streaming switched on. If we don't enforce this, it's at our own discretion and it doesn't mean we'll do it again.
- c. We will advise you in advance of all the charges, fees, and sales taxes applicable to your booking, usually by email but sometimes verbally if time is short. We will always confirm the agreed invoice amount for a confirmed booking by email.
- d. We may introduce or change the fees for our services from time to time, for which we will give you advance notice but if you have already confirmed a booking/s we will always honour the price we have agreed with you, even if we change the rates before or during your job.
- e. If your job changes after you have confirmed a booking, we will advise you of the new fees and charges as soon as we can, whether the costs to you go up or down. We will invoice or credit you the difference accordingly as soon as we are able to do so. We will notify you using the email address associated with your enquiry and/or your request for the provision of the Services
- f. Depending on the payment method you choose, the issuer of the payment method may charge you certain fees relating to the processing of your payment of our invoice. RemoteFilming is not liable for those fees.
- g. You have the option to choose you method of payment for our services, but you remain liable for all fees charged for the transaction by the payment issuer. They shouldn't be deducted from our fees and you should accept the charge/s in full just as we will if we are refunding you for any part of our fee/s, paying in the currency we invoice in.
- h. Remote Filming may suspend or cancel our streaming services to you if a payment is not successfully settled in advance of the job/s or on a specific date or at a specific date and time agreed with us in advance. (for instance, in case of insufficient funds, expiration of credit cards, a change in payment details or otherwise). Suspension or cancellation of the Services for non-payment can result in a loss of access to our streaming services and the facility for your





Viewers to see the stream/s. Again, we aren't liable for any losses or costs howsoever calculated or caused.

- i. Payment by Visa or MasterCard credit or by debit card, or by electronic banking are acceptable ways to pay Remote Filming Limited. We don't accept cash or cheques, or any other forms of payment.
- j. Our streaming service will be terminated at the end of your confirmed shoot unless you request us to continue streaming your shoot or event. We will happily extend the streaming period and will agree the additional charges with you, for which we will require immediate payment after we invoice you for any extra charges.
- k. If you cancel a confirmed booking you must do so by email and if it is within 24 hours of the start of the shoot, by telephone as well. There are no cancellation fees to be paid in these circumstances, unless you have already installed our software on your device/s. If this has been done before the point of cancellation, we reserve the right to charge an installation fee for the time involved. If you have already paid for your booking, we will refund you the amount paid, but we will deduct any bank charges made for the payment and the cost of data, if any, streamed up to that point.
- l. No matter how you paid Remote Filming, we will only refund the amount due into your nominated bank account and not onto a credit card. It will be up to you to make sure you give us the correct bank account details as we are liable for any costs or losses you incur if we pay into an incorrect bank account if you have given us the details, which we will require in writing.

#### **4. Content ownership, permissions, and responsibility**

- a. Remote Filming does not claim any ownership of the Content you create, use, store or share through the Services and you are solely responsible for it. Also, you are solely responsible for sharing it with the correct recipients whether they are individuals or organisations. Any liability for damages relating to the Content lies with the individual or company that creates, uses stores, and/or shares it within the Services. You acknowledge that access links and passwords, and other



security measures can be forwarded and that recipients having access to such links, can access the Content it's connected with.

- b. We download our app (the Software) to your equipment so we can supply our Services.
- c. If you comply with these Terms, we give you a limited, non-exclusive, non-transferable, revocable licence to use the Software, solely to access the Services for the period you have booked with us. To the extent any component of our Services may be offered under an open-source licence, we'll make that licence available to you and the provisions of that licence may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so or assist anyone to do so.
- d. Beta Services: We sometimes release products and features that we're still testing and evaluating. ("Beta Services"). We will always tell you if the Service you are using are Beta Services (or words or phrases with similar meanings) and may not be as reliable as Remote Filming's normal services. Beta Services are made available so that we can collect user feedback and gain experience, and by using our Beta Services, you agree that we may contact you to collect such feedback. Beta Services are confidential until we make them available officially. If you use any Beta Services, you agree not to disclose any information about those Services to anyone else without our express permission.
- e. The Services are protected by copyright, trademark, and other country-specific laws. These Terms don't grant you any right, title or interest in the Services, others' Content in the Services, Remote Filming trademarks, logos, and other brand features. We welcome feedback but please note that we may use comments or suggestions without any obligation to you.
- f. We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our [Copyright Policy](#). We say elsewhere in these Terms – see Section 6. below and elsewhere - that we reserve



the right to disable Content alleged to be infringing and terminate use of our Services.

- g. You are solely responsible for the confidentiality and/or the distribution of passwords and we urge you to help protect yourself by keeping your passwords and Services links and portals safe and by taking care when sharing them with your colleagues, clients and other viewers.
- h. By using the Services you warrant that you have, for anything you transmit using Remote Filming services, all required permissions (including from copyright and other intellectual property rights owners) to distribute and/or share the Content online as part of the Services.
- i. Remote Filming is not liable to you or any third party for any damages arising out of or in relation to the Content created, used, or shared by you within the Services, including but not limited to, copyright protected works and/or trademarks, service marks or product information.
- j. Remote Filming does not require a license from you with regards to the Content transmitted using our Services but your use of the Services gives an unreserved and explicit agreement to us for an unlimited, worldwide, royalty-free license to distribute and share the Content with any Viewers you have provided the broadcast link and, if used, password/s and/or security information for the sole purpose of operating, enabling and improving the Services.
- k. For the avoidance of doubt, Remote Filming will not store, sell, or advertise the Content or permit as far as it is able any Viewers to see the Content without authorisation by you..
- l. Remote Filming only requires the license for the sole purpose of operating, enabling, and improving the Services.
- m. Remote Filming does not provide any search function, catalogue or listing to find Content.
- n. Remote Filming may with your permission or specific request display your branding/logo or that of your Client/s on the Remote Filming web portal for which we may charge a fee agreed with you in advance. If we agree to do this, we will rely on you to provide us with a .jpg or .png file of sufficient quality to



display as you want it to be displayed. Your brand/logo will not be shown to any other Users of the Services and will be specific to your use of the Services.

- o. More information on the use of your personal data and cookies (including for performance marketing) is available in our [Privacy & Cookie Statement](#).

## 5. Restrictions

- a. Remote Filming respects your rights and expects that you respect those of others, including Remote Filming, its partners, employees, technologists, developers and third parties. This includes respecting our right to privacy, corporate intelligence, business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos, software, program code, and software development, and commercial laws as coded under English Law.
- b. You agree not to use the Services to commit, promote, enable, or facilitate any unlawful or criminal acts or breach of these Terms or facilitate or promote others to do so.

## 6. Violation of the Terms of Service and Discontinuation of Services

- a. Remote Filming reserves the right to investigate, provide to third parties, temporarily block and/or permanently stop the provision of the Services to you, without prior notice or liability, or block anyone from accessing any of the Services, when Remote Filming ascertains, at its sole discretion or after receiving substantiated and valid complaints, that you breach these Terms or act in violation of any applicable law or regulation. More information is available in our [Notice and Takedown Policy](#). But, with the exception of the reasons listed in, we'll provide you with reasonable advance notice via the email address associated with your confirmation of the Services to remedy the activity that prompted us to contact you and give you the opportunity to remedy the situation. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.
- b. We won't provide notice before termination where:
  - i. you're in material breach of these Terms,
  - ii. doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or



- iii. we're prohibited from doing so by law.
- c. We may decide to discontinue the Services in response to unforeseen circumstances beyond Remote Filming's control or to comply with a legal requirement. If we do so, we'll try to give you reasonable prior notice so that you can make alternative arrangements. If we discontinue the Services in this way and for which you have paid us, we'll refund the portion of the fees you have paid but haven't received Services for.
- d. To be clear, as a condition to make use of the Services you agree not to create, use, or share any Content that:
  - i. features CSAI (child sexual abuse imagery);
  - ii. is obscene, defamatory, libellous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;
  - iii. promotes racism, violence, or hatred;
  - iv. is factually inaccurate, false, misleading, misrepresenting, or deceptive;
  - v. you don't hold the rights to;
  - vi. infringes, violates, or misappropriates intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
  - vii. infringes on or violates any applicable law or regulation; and/or
  - viii. constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, language, or another characteristic of such individual or group.
- e. In addition, you agree not to:
  - i. abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;
  - ii. impersonate or falsely pretend affiliation with any person or entity;
  - iii. access any non-public areas of the Services;
  - iv. interfere with any access or use restrictions;
  - v. use any data mining or data gathering or extraction methods, or otherwise collect information about the Users of the Services;
  - vi. send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions, or advertisements of any kind and for any purpose;



- vii. interfere with, damage, or disrupt the Services or act in a way that may do so;
- viii. attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication, unless you do so in accordance with our Responsible Disclosure Policy;
- ix. use automated means to access or use the Services without our permission;
- x. reverse engineer or decompile any (part) of the Services;
- xi. resell, sublicense, rent, lease, offer or otherwise commercialise the Services without our permission; and/or
- xii. allow others to use the Services in your place if they are not the Client/s.

## 7. Intellectual property rights

- a. All intellectual property rights and/or similar rights on the Services (including the software, designs, wallpapers, Content, photography, graphic design, typography, portraits, logos, trademarks, trade names, domain names, copyrights and patents) are vested in Remote Filming and/or its licensors and you are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.
- b. Remote Filming is not responsible or liable for third party Content published within the Services, or the Content, products or services offered on external websites. You acknowledge and accept that all use outside the Services is at your own risk.
- c. You will always respect and observe the good name and reputation of Remote Filming and ensure that your use of the Services will in no way prejudice any rights and/or the good name and reputation of Remote Filming and/or its licensors.

## 8. Disclaimer and account registration

- a. Remote Filming provides the Services "AS-IS", without any warranty of any kind. Without limiting the foregoing, Remote Filming explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. Remote Filming makes no warranty that the Services are available on an uninterrupted, or error-free basis. Your use of the Services is at your own risk. You acknowledge and agree that Remote Filming is not responsible for any



damages to the computer system or mobile device of you, or your Clients/Users/Viewers or any third party that result from the use of the Services and is not responsible for any failure of the Services to transmit or for the corruption or loss of any data, information or Content streamed via the Services.

- b. Additionally, Remote Filming is not responsible for any interruption or failure to deliver the Services as a result of *force majeure* or any unforeseeable circumstances that prevent us from fulfilling our agreement with you, including but not limited to server failure or server maintenance and server interruption.
- c. Remote Filming may change, terminate, or expand its Services from time to time and reserves the right to limit access to or eliminate any features or functionality of the Services in its own discretion.
- d. Some of the Services may require you to register and provide us with data such as your name/s, email address/es, password/s and/or other private corporate or personal information details. You must ensure that these are accurate when you share them with us so we can deliver the Services to you. You should protect passwords carefully, but should your information appear to be misused, Remote Filming reserves the right to stop the Services. Remote Filming is not liable for any loss or damage arising from the unauthorised use of your information.

## 9. Indemnity and Liability

- a. You will defend, indemnify and hold harmless Remote Filming including its employees, providers, associates and affiliates from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with your access to or use of the Services or your breach of these Terms, including any third party claims that Content created, used, stored or shared using the Services by you or through your account, infringe or violate any third party rights.
- b. The Services may provide integration with third-party services. You acknowledge that:
  - i. Remote Filming is not responsible for any acts or omissions of such third-party services;
  - ii. that Remote Filming is not an agent of such third-party services; and



- iii. your use of those services is subject to any applicable terms and conditions between you and the providers of such services.
- c. Remote Filming is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) unavailability of your Content whilst using the Services. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of Remote Filming. In the event Remote Filming is liable for damage under mandatory law, Remote Filming's aggregate liability to you for any and all claims arising out of or in connection with the use of the Services will in no event exceed the amount of one thousand British Pounds Sterling (£1,000) per incident.

## 10. Waiver, Severability & Assignment

- a. Remote Filming's failure to enforce a provision is not a waiver of its right to do so later.
- b. If any (part of a) provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- c. If any (part of a) provision of these Terms is found to be illegal, unenforceable or otherwise invalid, then (i) the rest of the Terms will remain in full force and effect to the extent permissible under or consistent with the relevant laws; and (ii) that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes so close to the invalid part.
- d. You may not assign any of your rights under these Terms. Remote Filming is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services without your consent or any other restriction.

## 11. Applicable law and Jurisdiction





- a. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed and interpreted in accordance with English law. These Terms will not limit any trade protection rights that you may be entitled to under the mandatory laws of your country of residence.
- b. Any disputes regarding these Terms will be submitted to the exclusive jurisdiction of the competent court in England.

## 12. Contact

- a. You can contact Remote Filming at [film@remotefilming.com](mailto:film@remotefilming.com). If you have any questions, just send us an email in English.