

ACCEPTABLE USE POLICY

WHO ARE WE AND HOW TO CONTACT US:

PUGACTUALLY.COM is a site operated by Screen Media Ventures, LLC.

SCREEN MEDIA VENTURES, LLC is a Delaware limited liability company, with its principal place of business at 800 Third Avenue, New York, NY 10022.

If you wish to contact SCREEN MEDIA VENTURES, LLC, please see the Contact Us section of the website.

BY USING THIS WEBSITE, YOU ACCEPT THESE TERMS:

By using this website and/or any other content specific website containing a direct hyperlink to these terms, you confirm that you accept this policy, and that you agree to comply with it.

If you do not agree to these terms, you must not use such website.

SCREEN MEDIA VENTURES, LLC recommends that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU:

These terms of use refer to the following additional terms which also apply to your use of this website:

Privacy and Cookies Policy, which sets out information about the use of cookies on this website, and the terms on which SCREEN MEDIA VENTURES, LLC processes any personal data SCREEN MEDIA VENTURES, LLC may collect from you, or that you provide to SCREEN MEDIA VENTURES, LLC. By using this website, you consent to such processing and you warrant that all data provided by you is accurate.

Terms of Use, which sets out permitted uses and prohibited uses of this website, when using this website, you must comply with these Terms of Use.

If you are a Cinema intending to screen content to consumers where such content is owned or controlled by SCREEN MEDIA VENTURES, LLC (“Content”), SCREEN MEDIA VENTURES, LLC’s Direct Booking Standard Terms and Conditions will apply to any such exhibition. If you are a sub-distribution partner, the terms of your sub-distribution agreement will apply to any activities authorized thereunder.

SCREEN MEDIA VENTURES, LLC MAY MAKE CHANGES TO THESE TERMS:

SCREEN MEDIA VENTURES, LLC amends these terms from time to time. Every time that you use this website, please check these terms to ensure that you understand the terms that apply at that time.

PROHIBITED USES:

You may use this website only for lawful purposes. You may not use this website:

in any way that breaches any applicable local, national or international law or regulation;

in any way which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

for the purpose of harming or attempting to harm minors in any way;

to send, knowingly receive, upload, download, use or re-use any material which does not comply with SCREEN MEDIA VENTURES, LLC’s Content Standards (below);

to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional materials or any other form of similar solicitation (spam);

to knowingly transmit data, send or upload any material that contains viruses, trojans, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of this website in contravention of the provisions of SCREEN MEDIA VENTURES, LLC’s Terms of Use.

Not to access without authority, interfere with, damage or disrupt:

any part of this website;

any equipment or network on which this website is stored;

any software used in the provision of this website; or

any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES:

For the avoidance of doubt, no interactive services (e.g. chatrooms, bulletin boards, or such similar services) are provided on this website by SCREEN MEDIA VENTURES, LLC and/or any third party.

CONTENT STANDARDS:

These content standards apply to any and all material to which this website is linked, and SCREEN MEDIA VENTURES, LLC shall decide in its sole discretion whether any such material breaches these Content Standards.

Linked Material must:

Be accurate (where it states facts);

Be genuinely held (where it states opinions);

Comply with the law applicable in England and Wales and any country from which it is posted.

Linked Material must not:

Be defamatory of any person or company;

Be obscene, offensive, hateful or inflammatory;

Promote sexually explicit material;

Promote violence;

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

Infringe any copyright, design right, data base right or trade mark of any other person or company;

Be likely to deceive any person;

Breach any legal duty owed to a third party, such as a contractual duty or duty of confidence;

Promote any illegal activity;

Be in contempt of court;

Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

Be likely to harass, upset, embarrass, alarm or intentionally annoy any person.

Impersonate any person, or misrepresent the owner or poster's identity or affiliation with any person or company;

Give the impression that such link emanates from SCREEN MEDIA VENTURES, LLC, if this is not the case;

Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;

Contain a statement which you know or believe or have reasonable grounds for believing that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation or acts of terrorism.

BREACH OF THIS POLICY:

Where SCREEN MEDIA VENTURES, LLC considers that a breach of this acceptable use policy has occurred, SCREEN MEDIA VENTURES, LLC may take action as SCREEN MEDIA VENTURES, LLC sees fit.

Failure to comply with this acceptable use policy constitutes a material breach of the Terms of Use upon which you are permitted to use this website, and may result in SCREEN MEDIA VENTURES, LLC taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use this website;

Immediate, temporary or permanent removal of the link to SCREEN MEDIA VENTURES, LLC's site from the relevant material to which it is linked;

Issue of a warning to you;

Legal proceedings against you for reimbursement of costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;

Further legal action against you;

Disclosure of such information to law enforcement authorities as SCREEN MEDIA VENTURES, LLC reasonably feels is necessary or appropriate, or as required by law.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation are governed by the laws of England and Wales. Both you and SCREEN MEDIA VENTURES, LLC agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident in Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales, and both you and SCREEN MEDIA VENTURES, LLC agree to the exclusive jurisdiction of the courts of England and Wales.

CHANGES TO THIS POLICY:

SCREEN MEDIA VENTURES, LLC reserves the right to make changes to this Acceptable Use Policy from time to time and as may be necessary to new technologies, industry practices, regulatory requirements or other purposes.