

1.1 Acceptance of Terms and Conditions

The website at www.narimanfilm.az (the "Website") is owned and operated by Narimanfilm MMC. References to "we", "us" or "our" are references to Narimanfilm MMC. We are a company registered in Azerbaijan, and our address for correspondence is: F. Gurbanov Str. Baku AZ1003 Azerbaijan (email: mail@narimanfilm.az). ("Terms and Conditions") are deemed to incorporate our Privacy Policy and our End User Licence Agreement, which you should read together with these Terms and Conditions.

Your use of the Website and your use and/or purchase of Narimanfilm`s Services whether accessed via the Website or any other Device is at all times subject to these Terms and Conditions as applicable (which forms a legally binding contract between you and us) and all applicable laws.

By accessing this Website or using and/or purchasing Narimanfilm's Services, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use this Website and do not use and/or purchase Narimanfilm's Services.

1.2 Changes to Terms and Conditions

We reserve the right, from time to time, with or without notice to you, to change these Terms and Conditions at our sole discretion. The Terms and Conditions applicable to your access to and use of this Website and your use and/or purchase of Narimanfilm's Services will be the version that is current and displayed on this Website as at each date you access this Website or use and/or purchase Narimanfilm's Services (as applicable). Your use of this Website or your use and/or purchase of Narimanfilm's Services after changes are made means that you agree to be bound by such changes.

2 Refusal of application

We may refuse any application to use the services of Narimanfilm for any reason whatsoever.

3 Terms and Conditions, Rules incorporated

Any terms and conditions, additional usage rules or similar on this Website or on a Device relating to any Narimanfilm's Service that you use and/or purchase from us are deemed to be incorporated into these Terms and Conditions.

4 Changing fees and charges

We may at any time and from time to time, in our sole discretion, change the fees and charges, or add new fees and charges, in relation to any of Narimanfilm's Services.

5 Prohibited Use Of The Website

5.1

You agree not to upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly with the Website. You agree not to interfere with the servers or networks underlying or connected to this Website or our services or to violate any of the procedures, policies or regulations of networks connected to the Website.

5.2

You agree not to impersonate any other person while using the Website, conduct yourself in an offensive manner while using the Website, or use the Website for any illegal, immoral or harmful purpose. In order to provide you with an easy-to-use service, Narimanfilm will place a 'cookie' (a small text file) on any computer you use to access the Narimanfilm website. When you revisit the Narimanfilm website, this cookie will enable us to recognise you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification.

6 Material On This Website

6.1 Copyright

All materials (including software and content whether downloaded or not) contained on the Website are owned by Narimanfilm MMC (or our affiliates and/or third party licensors (as applicable)), unless indicated otherwise. You agree and acknowledge that the materials are valuable property and that other than any specific and limited licence for use of content that you may purchase from the Website to use such materials, you shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these Terms and Conditions, and any other relevant terms and conditions provided to you without our prior written permission.

You acknowledge and agree that certain content on the Website is the property of third party licensors and without prejudice to any and all other rights and remedies available, each such licensor has the right to directly enforce relevant provisions within these Terms and Conditions against you.

6.2 Trade marks

Narimanfilm, the Narimanfilm's logo and all other Narimanfilm's service marks are trade marks of Narimanfilm (Narimanfilm MMC). All other trade marks, logos, images, product and company names displayed or referred to on the Website or any Device are the property of their respective owners. Nothing grants you any licence or right to use, alter or remove such material.

7 Links To Other Websites / Services

We may provide links to other websites or services for you to access. You acknowledge that any access is at your sole discretion. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability; (b) the privacy practices, (c) the content, advertising, products, goods or other materials or resources on or available from; or (d) the use to which others make of; these websites or services. We are also not responsible for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.

8 General Terms And Conditions

8.1 Privacy

We collect personal information about you through and in connection with your use of the website and your use and/or purchase of Narimanfilm's Services. All information that we collect about you is subject to our Privacy Policy, which forms part of these Terms

and Conditions, and which may be accessed from our home page or by clicking here is deemed to be incorporated into these Terms and Conditions.

8.2 Promotion Codes

Any promotion code or offer provided on the Website or via any Device cannot be used in conjunction with any other promotion code or offer, past or present.

8.3 Indemnity by you

You agree to indemnify and hold the Narimanfilm, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with any breach by you of these Terms and Conditions, or any violation by you of any applicable laws or the rights of any third party.

8.4 Disclaimer of Warranties and Limitations on Liability

(a) Nothing in this clause (Disclaimer of Warranties and Limitations on Liability) or otherwise in these Terms and Conditions shall exclude or in any way limit Narimanfilm's liability for:

- fraud; or
- death or personal injury caused by its negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977); or
- liability to the extent the same may not be excluded or limited as a matter of law.

(b) Narimanfilm's Services, the Website and its contents are provided "as is" and on an "as available" basis and we make no representations or warranties of any kind with respect to it, including as to the accuracy, completeness or currency of Narimanfilm's Services, the Website or its content. We assume no liability or responsibility for any errors or omissions in the content of Narimanfilm's Services or the Website. We disclaim all representations and warranties, including, for example, warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current.

(c) Subject to the sub clause '(a)' above, in no event shall we, our shareholders, directors, officers, or employees be liable (jointly or severally), to you or any third party for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of such damage, and on any theory of liability, arising out of or in connection with the use or performance of this information. If any applicable authority holds any portion of the above clauses to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

(d) Subject to the sub clauses (a), (b) and (c) above our maximum liability to you, (whether in contract, tort, (including negligence), breach of statutory duty or otherwise), arising out of or in connection directly or indirectly with your use of the Website, or any website content or your use of Narimanfilm's Services shall not exceed in aggregate the greater of \$1 and/or the total amount paid by you to us in respect of Narimanfilm's Services in the month preceding any such claim.

8.5 Applicable Law

The Website and Narimanfilm's Services are controlled by Narimanfilm. Your use and/or purchase of the Website or Narimanfilm's Services is governed by these Terms and Conditions and construed and enforced in accordance with the laws of Azerbaijan Republic. Disputes arising from or in connection with your use of the website and/or your use and/or purchase of Narimanfilm's Services we provide are subject to the non-exclusive jurisdiction of the Azerbaijan Republic courts.

8.6 Assignment/Transfer By Us

You agree that we may assign any or all of our rights and/or novate, transfer, sub-contract or delegate any or all of our obligations under these Terms and Conditions to any third party. These Terms and Conditions are personal to you and are agreed to by you for your own benefit and not for the benefit of any other third party.

8.7 Assignment/Transfer by You

Narimanfilm accounts or profiles and your other rights and/or obligations under these Terms and Conditions are not transferable and therefore cannot be sold or traded. Further, you may not assign, novate, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms and Conditions.

8.8 No Waiver

If we delay exercising or fail to exercise or enforce any right available to us under these Terms and Conditions, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

8.9 Force Majeure

We will not be liable to you for any lack of performance, or the unavailability or failure, of the Website or any of Narimanfilm's Services, or for any failure or delay by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

8.10 Third Party Rights

Subject to various clauses above, nothing in these Terms and Conditions confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999. In accordance with clause 1.2, we may rescind, waive, assign, release or vary any or all of the provisions in this Agreement in any way without your consent or the consent of any third party.

8.11 Entire Agreement

These Terms and Conditions (including the Privacy Policy and any other terms and conditions or usage rules incorporated into these Terms and Conditions) constitute the whole agreement between you and us relating to their subject matter and supersede any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter. Neither party has any liability to the other for a representation or statement not set out in these Terms and Conditions.

8.12 Interpretation

In these Terms and Conditions, unless the context requires otherwise: I any phrase introduced by the words "including", "include", "in particular", "for example" or any

similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and ii references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

9 Narimanfilm's Contact Details

All correspondence to Narimanfilm, including any queries you may have regarding your use of the Website, your use and/or purchase of Narimanfilm's services or these Terms and Conditions, should be sent to the address set out in clause