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These Terms of Use govern your use of our service. As used in these Terms of Use, "The Opus Pocus Ltd service", "our service" or "the service" means the personalised digital content service provided by The Opus Pocus Ltd for discovering and accessing The Opus Pocus Ltd content, including all features and functionalities, recommendations and reviews, our websites, and user interfaces, as well as all content and software associated with our service. References to 'you' in these Terms of Use indicate the subscriber who created the The Opus Pocus Ltd account and whose payment method is charged.

1. Subscription

1.1. Your subscription to The Opus Pocus Ltd will continue until terminated. To use the The Opus Pocus Ltd service you must have Internet access and a connected device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your subscription before your billing date, you authorise us to charge the subscription fee for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of subscription plans, including subscriptions offered by third parties in conjunction with the provision of their own products and services. Some subscription plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your The Opus Pocus Ltd subscription by visiting the TheOpusPocus.com/account website and logging in under your username or email address with your password.

2. **Promotional Offers.** We may from time to time offer special promotional offers, plans or subscriptions ("Offers"). Offer eligibility is determined by The Opus Pocus Ltd at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Subscribers of households with an existing or recent subscription to The Opus Pocus Ltd may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent subscription to The Opus Pocus Ltd to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

3. Billing and Cancellation

3.1. **Billing Cycle.** The subscription fee for the The Opus Pocus Ltd service will be charged to your Payment Method on the specific payment date as indicated by the Past Invoices section of the "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid subscription began on a day not contained in a given month. If you signed up for The Opus Pocus Ltd using your account with a third party as a Payment Method, you can find

the billing information about your The Opus Pocus Ltd subscription by visiting your account with the applicable third party.

3.2. **Payment Methods.** To use the The Opus Pocus Ltd service you must provide one or more Payment Methods. You authorise us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3.3. **Updating your Payment Methods.** You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable Payment Method(s).

3.4. **Cancellation.** You can cancel your subscription to The Opus Pocus Ltd at any time, and you will continue to have access to the The Opus Pocus Ltd service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial subscription periods or unused content from The Opus Pocus Ltd. To cancel, go to the "Account" page and follow the instructions for cancellation. If you cancel your subscription, your account will automatically close at the end of your current billing period.

3.5. **Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

4. The Opus Pocus Ltd Service

4.1. You must be at least 18 years of age to become a subscriber of the The Opus Pocus Ltd service. Anyone under the age of 18 years may only use the service under the supervision of an adult.

4.2. The The Opus Pocus Ltd service and any content accessed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household unless otherwise allowed by your subscription plan. During your subscription to The Opus Pocus Ltd we grant you a limited, non-exclusive, non-transferable right to access the The Opus Pocus Ltd service and The Opus Pocus Ltd content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. You may access the The Opus Pocus Ltd content primarily within the country in which you have established your account and only in geographic locations where we offer your subscription plan and have licensed such content. The content that may be available may vary by geographic location and may change from time to time. Not all content from The Opus Pocus Ltd may be available in the ad supported subscription plan. The number of devices on which you may

simultaneously watch depends on your chosen subscription plan and is agreed in good faith as being a 'reasonable' number for your plan.

4.4. The The Opus Pocus Ltd service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our websites, user interfaces and promotional features.

4.5. Depending on your subscription plan, some content from The Opus Pocus Ltd may be available for temporary download and offline viewing on certain supported devices ("Offline Titles"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.

4.6. Except as explicitly authorised by us, you agree not to:

- (i) archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the The Opus Pocus Ltd service;
- (ii) circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the The Opus Pocus Ltd service, including the graphical user interface, any advertising or advertising features, copyright notices, and trademarks;
- (iii) use any robot, spider, scraper or other automated means to access the The Opus Pocus Ltd service;
- (iv) decompile, reverse engineer or disassemble any software or other products or processes accessible through the The Opus Pocus Ltd service;
- (v) insert any code or product or manipulate the content of the The Opus Pocus Ltd service in any way;
- (vi) use any data mining, data gathering or extraction method;
- (vii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the The Opus Pocus Ltd service, including any software viruses or any other computer code, files or programs.

We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.7. The quality of the display of the The Opus Pocus Ltd content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching The Opus Pocus Ltd content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your device.

- 5. Passwords and Account Access.** Your password is for your personal use only and should be kept confidential. If you allow others to access the account (which includes access to information on viewing activity for the account), you agree that such individuals are acting on your behalf and that you are bound by any changes that they may make to the account, including but not limited to changes to the subscription plan. To help maintain control over the account and to prevent any

unauthorised users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You agree to provide and maintain accurate information relating to your account, including a valid email address so we can send you account related notices. We can terminate your account or place your account on hold in order to protect you, The Opus Pocus Ltd or our partners from identity theft or other fraudulent activity.

6. Referral Scheme

We want to help as many children as possible to discover the magic of classical music through The Opus Pocus Ltd, so we've set up a referral programme that allows you to recommend the *1001 Arabian Nights Animation* to your friends with the offer of watching the first chapter for free. By following your referral link, they'll be able to watch this chapter on a password-protected page of The Opus Pocus website. If your friend then chooses to subscribe to watch the full *1001 Arabian Nights Animation*, we'll give you access to secret pages on The Opus Pocus website, where you can enjoy exclusive free content as our way of saying thank you. You can send this link to as many friends as you want to and if one friend then subscribes you can open the first secret page; if two friends subscribe you can open both the first and second secret pages.

- (i) Access to the two secret pages will be emailed to you for each successful referral (up to two referrals). Your access is rewarded after your friend has subscribed to the *1001 Arabian Nights Animation* at full price (£11.99 for individual/home subscription, £49.99 for school subscription).
- (ii) Please note this offer is only available twice per subscription and cannot be used to create multiple accounts.
- (iii) The referrer and the referee must have different billing and, if applicable, shipping addresses.
- (iv) You must have an active account to be rewarded for referring your friends.
- (v) If you cancel your subscription, you will lose any access to The Opus Pocus secret pages.
- (vi) You confirm that you have permission from the person you are inviting to send them marketing information from us.
- (vii) We reserve the right to cancel rewards at anytime if we suspect misuse of the service.

7. Miscellaneous

7.1. Customer Support. To find more information about our service and its features or if you need assistance with your account, please contact The Opus Pocus Ltd by emailing poke_us@theopuspocus.com.

7.2. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

7.3. Changes to Terms of Use. The Opus Pocus Ltd may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you. If you do not wish to accept the changes, you can cancel your subscription before they take effect.

7.4. Electronic Communications. We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.