

## **Specific Terms and Conditions** **Services provided to Archive Vendors**

### **1. Purpose**

For the purposes herein, all capitalized terms shall have the meanings ascribed in the General Terms and Conditions.

The purpose of these specific conditions (hereinafter referred to as the « **Archive Vendor Specific Conditions** ») is to specify the terms and conditions of use of the services provided by ARCHIVE VALLEY to Archive Vendors (hereinafter referred to as the « **Archive Vendor Services** »).

They can be accessed and printed at any moment from a direct link on the Website's homepage.

Where necessary, these Archive Vendor Specific Conditions supplement the General Terms and Conditions and, in case of any inconsistency, shall prevail over the latter.

### **2. Access to the Archive Vendor Services**

The Archive Vendor Services are intended exclusively for professionals, understood as any person or entity who has a regular remunerated activity in any branch relating to the commercial exploitation of content.

By contracting with ARCHIVE VALLEY, Archive Vendors certify that they act in a professional capacity as the owner or as a duly authorized distributor of the Archive Contents they shall propose for purchasing and/or licensing through the Website.

### **3. Contracting process**

#### **3.1. Registration on the Website**

##### *3.1.1. Upon invitation from ARCHIVE VALLEY*

Archive Vendors may subscribe to the Archive Vendor Services after being invited by ARCHIVE VALLEY, via an email containing:

- (i) either a dedicated link to a sign-up form on the Website,
- (ii) either a dedicated link to a page on the Website on which the Archive Vendor has access to a selected Request and a sign-up form.

The sign-up form is already filled with the Archive Vendors' organization name and username, which acts as their login and cannot be changed.

Archive Vendors must then create a password, provide all required information, including with regard to their identity, their company (where appropriate), their professional activity and the territory they cover, and accept these Archive Vendor Specific Conditions and the General Terms and Conditions, as set forth in article 4.

Once they have completed the registration process, Archive Vendors may access to their Account and Personal Space.

### *3.1.2. Upon invitation request*

In order to access the Website and the Archive Vendor Services, Archive Vendors who were not invited must request an invitation to ARCHIVE VALLEY through the Website, by completing the invitation form, as well as accepting these Archive Vendor Specific Conditions and the General Terms and Conditions, pursuant to the provisions laid down in article 4.

ARCHIVE VALLEY reserves the right to refuse an invitation request if the Archive Vendor does not prove that she/he acts in a professional capacity.

Upon ARCHIVE VALLEY's acceptance of their invitation request, Archive Vendors receive by email a dedicated link to the sign-up form, in which their organization name and username are already filled and that they must complete under the same conditions as above.

Once they have completed the sign-up form, they may access to their Account and Personal Space.

## **3.2. Free trial**

The Archive Vendor Services can be tested free-of-charge, on a trial basis, for the limited period of time indicated on the Website. ARCHIVE VALLEY will inform Archive Vendors of the end date of their free trial period by any written means (including email), within the notice indicated on the Website.

Once the free trial period is over, each Purchase shall be subject to the commission fee indicated on the Website (hereinafter referred to as the "**Commission**").

Archive Vendors expressly acknowledge and accept that, when they continue to use the Archive Vendor Services after the end of their free trial period, their Purchases shall be automatically subject to the payment of the Commission, as set forth in article 6.

Any Archive Vendor who does not want to pay the Commission must unsubscribe from the Archive Vendor Services, by sending a request to ARCHIVE VALLEY by email, before the end of their free trial period.

## **4. Acceptance of the Archive Vendor Specific Conditions**

These Archive Vendor Specific Conditions can be accepted together with the General Terms and Conditions by checking a checkbox in the sign-up page or, where applicable, in the invitation form.

This acceptance can only be full and complete. Any qualified acceptance is considered as null and void. Any Archive Vendor who does not accept to be bound by the Archive Vendor Specific Conditions must not access the Website or use the Archive Vendor Services.

## **5. Description of the Archive Vendor Services**

Archives Vendors have access to the following Archive Vendor Services, in a format and according to the technical means that ARCHIVE VALLEY deems the most appropriate.

### 5.1. **Email Notifications**

ARCHIVE VALLEY provides Archive Vendors with an email notification system that enable them to be alerted for all Requests and other message item received through the Messaging Service.

For this purpose, ARCHIVE VALLEY uses the email address associated with the Archive Vendors' Account. It is the Archive Vendors' sole responsibility to ensure that the email address they have provided to ARCHIVE VALLEY is correct and updated in their Account.

### 5.2. **Connecting with Archive Requesters for negotiating Purchases of Archive Contents.**

ARCHIVE VALLEY provides to Archive Vendors a set of business networking tools that enable them:

- (i) to publish and update their Profile, as set forth in article 10.2 of the General Terms and Conditions, with the required information;
- (ii) to receive selected Requests from Archive Requesters that are registered on the Website, including professional Archive Researchers, with all the necessary information for Archive Vendors to be able to make informed decision whether to respond to a Request or not;
- (iii) either to deny or to accept to respond to a Request;
- (iv) to publish and/or make available on the Website all relevant Archive Content lists and/or low-resolution formats of all relevant Archive Content, together with pricing estimation based on the rights and usage that may be required by Archive Requesters;
- (v) to conduct discussions and negotiations with Archive Requesters, as well as to send quotes and/or draft agreements for Purchases;
- (vi) to receive acceptance of their quotes and agreements proposals duly signed by the Archive Requester with whom discussions were conducted;
- (vii) to issue invoices in relation with the Purchases they have concluded;
- (viii) to deliver Archive Content in high resolution to the Archive Requester through the Website.

Archive Vendors expressly acknowledge and accept that it is their responsibility to ensure that the Archive Contents have been delivered to Archive Requesters and they receive payment for the price of their Purchase.

### 5.3. **Storage of Archive Content**

In the context of discussions with an Archive Requester with regard to the Purchase of Archive Content, Archive Vendors have the possibility to upload low resolution formats of such Archive Content to ARCHIVE VALLEY's storage solution and make them available to the relevant Archive Requester, so that he/she may access and view it on the Website.

Archive Vendors expressly acknowledge and accept that it is their responsibility to inform ARCHIVE VALLEY when the discussions have ended and to request that the Archive Content should be removed from the storage solution.

### 5.4. **Embedded links**

Archive Vendors may embed url links to Archive Content published on YouTube, Vimeo or any other content sharing websites, so that Archive Requesters may preview the Archive Content, as well as to share links to clip bins hosted on other websites with Archive Requesters.

ARCHIVE VALLEY should not be held responsible for the technical availability or unavailability of such links. In this regard, reference is expressly made on article 18 of the General Terms and Conditions.

#### 5.5. **Extra Services subject to specific fees**

ARCHIVE VALLEY reserves the right to propose extra Services that may be subject to specific fees, to be negotiated directly with ARCHIVE VALLEY.

Among these extra Services subject to specific fees, Archive Vendors may benefit, upon request, from extra marketing services, such as:

- curation of of Archive Contents;
- one-page interview published on the Website and/or ARCHIVE VALLEY's public blog;
- a customized Profile page including a show-reel of selected Archive Content;
- a Search Engine Optimization landing page;
- sponsored content.

For purposes of implementing these extra Services, ARCHIVE VALLEY shall have the right to use Archive Vendors' User Content, as set forth in article 13.1.6 of the General Terms and Conditions.

#### 5.6. **Other Archive Vendor Services**

ARCHIVE VALLEY reserves the right to propose any other Archive Vendor Service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing said Archive Vendor Service (hereinafter referred to as the "**Extra Services**"). These Extra Services shall be subject to a specific quotation to be validated by Archive Vendors.

### 6. **Financial conditions**

#### 6.1. **Fees of the Archive Vendor Services**

Beyond the free trial period, Archive Vendor Services shall be subject to the following fees:

- (i) All Purchases concluded beyond the free trial period, even though the related Requests were received during the free trial period, are subject to a Commission on the total amount invoiced by Archive Vendors, including the price for the rights granted, as well as possible additional fees, such as research, screener, scan and/or processing fees, the percentage of which is indicated on the Website.

Payment of the Commission shall be due after each Purchase, upon its confirmation by Archive Vendors and/or Archive Requesters to ARCHIVE VALLEY.

Archive Vendors expressly acknowledge and accept that possible royalty withholding taxes may not be deducted when calculating the Commission.

In case the rights granted must be extended pursuant to a Purchase, the Commission on the total amount invoiced by Archive Vendors for this additional Purchase is due to Archive Valley under the same conditions as above.

- (ii) The fees negotiated with ARCHIVE VALLEY for the Extra Services, as set forth in article 5.5, shall be indicated in the Order Form. Unless otherwise stated, these fees are indicated in Euros and exclusive of taxes.

ARCHIVE VALLEY reserves the right, in its sole discretion and according to conditions that it deems appropriate, to propose promotional offers, price discounts or subscription offers replacing the Commission.

## 6.2. Price revision

The fees provided in article 6.1 may be revised by ARCHIVE VALLEY at any time, in its sole discretion. Archive Vendors will be informed of this revision by ARCHIVE VALLEY by any written means (including email), at least one (1) month before the entry into force of the new pricing.

Archive Vendors who continue to use the Archive Vendor Services after the entry into force of the revised fees shall be deemed to have accepted them. Archive Vendors who do not accept the revised fees must stop using the Archive Vendor Services.

## 6.3. Invoicing and payment

ARCHIVE VALLEY shall issue invoices for the above-mentioned fees, at the date they are due, that will be sent to each Archive Vendor through any pertinent channel.

The payment of ARCHIVE VALLEY's fees can be carried out online by bank card, swift wire transfer or by any other means authorized by ARCHIVE VALLEY and indicated on the Website.

Archive Vendors guarantee to ARCHIVE VALLEY that they have all the necessary authorizations to use the chosen payment mode.

Unless otherwise stated in the Order Form, all payments are due within thirty (30) days upon receipt of an invoice.

## 6.4. Payment delays and incidents

Any delay in the payment of all or part of ARCHIVE VALLEY fees at their due term, shall automatically entail, without prejudice to the provisions set out in article 16 of the General Terms and Conditions, and after prior formal notice by registered letter with acknowledgement of receipt, the contents of which have not been respected within the period indicated in it:

- (i) Forfeiture of the term of all amounts payable by the Archive Vendor, regardless of the terms of payment that had previously been agreed,
- (ii) Immediate suspension of the Archive Vendor Services until complete payment of all fees due by the Archive Vendor is received,
- (iii) Invoicing by ARCHIVE VALLEY of a late payment interest at the rate of five (5) times the legal interest rate, calculated on the total of all due amount that were not paid on time, as well as a lump sum of forty (40) euros for recovery costs.

This rate shall be calculated based on periods of one calendar month and that any month started shall be counted as a whole month.

## 7. Obligations for Archive Vendors

- 7.1. Archive Vendors undertake to provide ARCHIVE VALLEY and other Users with accurate, up-to-date and not misleading information, with regard to their identity and

their Archive Contents, including with regard to the rights they may grant and the territories in which they can be used.

To this end, ARCHIVE VALLEY reserves the right to request to Archive Vendors any additional information and documents for purposes of verifying their identity. Archive Vendors expressly acknowledge and accept that, in case their identity cannot be verified, ARCHIVE VALLEY may suspend the Archive Vendor Services.

7.2. Archive Vendors certify that they are legally entitled to commercially exploit the Archive Content they propose for licensing through the Website and that they have all the authority, necessary rights and required permissions, including from copyright and other intellectual property rights holders, to grant license for the use of their Archive Contents.

7.3. Archive Vendors represent and warrant that the Archive Contents do not infringe any proprietary rights, intellectual property rights, or any other rights of any third party.

In this regard, Archive Vendors guarantee ARCHIVE VALLEY against all troubles, claims, remedies or actions by third parties including all employees, external stakeholders, providers, contractors, contributors and partners whose cause, purpose or origin relates to their Archive Contents.

7.4. Archive Vendors represent and warrant that no Archive Content contain any virus or other similar programs or software which may damage the Website, the Archive Vendor Services and/or other Services provided through the Website.

7.5. Archive vendors undertake to reply to all Requests the criteria of which match with the characteristics of their Archive Content. In this regard, they expressly acknowledge and accept that ARCHIVE VALLEY reserves the right to close and delete their Account if they remained inactive for a continuous period of 6 (six) months.

7.6. Archive Vendors undertake to keep ARCHIVE VALLEY duly informed of all Purchases concluded with Archive Requesters, as well as payment of their prices.

7.7. Archive Vendors expressly undertake not to propose, solicit and/or negotiate any Purchase with Archive Requesters other than through the Website. In this regard, reference is expressly made in article 11.1.4 of the General Terms and Conditions.

To this end, they undertake to promptly notify ARCHIVE VALLEY in case they receive a Request in relation with a query they had already received outside of the Website.

## **8. Liability and guarantee of ARCHIVE VALLEY**

8.1. ARCHIVE VALLEY does not give to Archive Vendors any commitment, nor any guarantee with regard to the number, frequency or regularity of Purchases they may conclude through the Website or the sales revenues as a result of such Purchases.

8.2. ARCHIVE VALLEY's responsibility should not be held responsible in case of non-payment and/or cancellation of a Purchase on behalf of Archive Requesters. In this regard, reference is expressly made on article 17.4 of the General Terms and Conditions.

## **9. Entry into Force**

These Archive Vendor Specific Conditions became effective on the **9th of December 2018**.