

# **General Terms and Conditions** **for the use of the Website archivevalley.com**

## **1. Purpose**

The purpose of the website archivevalley.com (hereinafter referred to as the “**Website**”) is to allow professionals and companies (hereinafter referred to as the “**Archive Requesters**”) to search and purchase archive content (hereinafter referred to as the “**Archive Content**”) from their holders or distributors (hereinafter referred to as the “**Archive Vendors**”), in the framework of an audiovisual and/or a multimedia project (hereinafter referred to as the “**Project**”).

The Archive Requesters and the Archive Vendors are hereinafter jointly referred to as the “**Users**”.

The purpose of these general terms and conditions (hereinafter referred to as the “**General Terms and Conditions**”) is to define the terms and conditions of use of the services provided on the Website (hereinafter referred to as the “**Services**”) as well as to define the rights and obligations of the various parties within this context, including the Users.

These General Terms and Conditions can be accessed and printed at any moment from a direct link on the Website’s homepage.

They may be subject to certain additional terms and conditions specific to certain Services or Users. The latter are hereby incorporated into the General Terms and Conditions. In the case of any inconsistency between the General Terms and Conditions and these specific conditions, the latter shall prevail.

## **2. Manager of the Website and Services, Contact Details**

The Website and the Services are managed by the company ARTCHY, a French simplified joint stock company (“*Société par Actions Simplifiée*”), registered under number 811 377 753 with the Registry of Trade and Companies of Nanterre, the head office of which is located 176, avenue Charles de Gaulle – 92200 Neuilly-sur-Seine, in France (hereinafter referred to as “**ARCHIVE VALLEY**”).

ARCHIVE VALLEY can be contacted through any of the following channels:

Street address: 176, avenue Charles de Gaulle – 92200 Neuilly-sur-Seine - FRANCE

Telephone: + 33 6 20 67 66 31

Email address: hello@archivevalley.com

## **3. Access to the Website and the Services**

3.1. The Website and the Services can be accessed by:

- Any person having the full legal capacity to be bound by these General Terms and Conditions of Use. Any person who does not have such full legal capacity may only access the Website and the Services with the agreement of their legal representative.

- Any entity acting through a person having full legal capacity to contract for and on behalf of the entity.
- 3.2. Users may register to the Website as Archive Requesters or Archive Vendors, in accordance with the conditions laid down in article 7. They expressly acknowledge and accept that their registration to the Website in one of these statuses may condition their access to some of the Services.

Users which register to the Website and the Services as Archive Vendors must be exclusively professionals, understood as any person or entity who has a regular remunerated activity in any branch relating to the commercial exploitation of content.

- 3.3. Any internet users (hereinafter referred to as the “**Visitors**”) may visit the Website and use the Services provided in article 10.1, without being registered. The use of other Services herein requires prior registration, as set forth in article 7.

#### **4. Acceptance of the General Terms and Conditions**

These General Terms and Conditions can be accepted by checking a checkbox in the registration form.

Visitors' access to the Website, as well as their use of the Services available to them, lead to automatic acceptance of these General Terms and Conditions, without any restriction or reservation.

This acceptance can only be full and complete. Any conditional or partial acceptance is considered as null and void. Any User who does not accept to be bound by these General Terms and Conditions must not access the Website or use the Services.

#### **5. Term of the Services, cancellation**

Services available to Archive Requesters, as set forth in article 10, are provided in the form of subscriptions, the packages of which are indicated on the Website (hereinafter referred to as the “**Subscriptions**”).

Subscription begins on the day of their purchase, subject to payment of the price in accordance with article 11, for the term subscribed by the Archive Requester, from date to date. It is then automatically renewed for successive periods of the same term as this initial period, from date to date, unless notice of termination is given by either ARCHIVE VALLEY or the Archive Requester, subject to prior notice indicated on the Website.

Any Subscription period started is due in full.

Archive Requesters can cancel their Subscription at any time, by sending a request to ARCHIVE VALLEY by email, at the email address mentioned in article 2. ARCHIVE VALLEY can cancel an Archive Requester' Subscription by sending an email to the Archive Requester. Subscription cancellation is effective upon expiration of the last Subscription period.

Terms of the Services in relation with the Services provided to Archive Vendors are detailed in the Archive Vendors' Specific Conditions.

#### **6. Linkage with the Payment Provider's intervention and general terms and conditions**

- 6.1. Users are expressly informed and accept that all payments made through the Website are handled by the payment service provider indicated on the Website (hereinafter referred to as: the "**Payment Provider**").

Users contract directly with the Payment Provider, as regards the implementation of these payments, by accepting the Payment Provider's general terms and conditions through a checkbox when they purchase a Subscription on the Website.

In the case of any inconsistency between the Payment Provider's general terms and conditions and these General Terms and Conditions, the latter shall prevail.

- 6.2. In connection with the Services, Users submit to the Payment Provider all their instructions with regard to payments through their Personal Space. Users therefore expressly designate ARCHIVE VALLEY to transmit these instructions to the Payment Provider, in their name and on their behalf.
- 6.3. As the implementation of the Services requires the implementation of payments, Users are informed and accept that the Payment Provider's rejection of their registration as users of its own payment services, as well as the termination of the contract between a User and the Payment Provider, for any reason whatsoever, shall automatically and fully entail the termination of this contract between ARCHIVE VALLEY and this User, as well as, consequently, the closing of the latter's Account.

Conversely, the termination of this contract between ARCHIVE VALLEY and a User shall automatically and fully entail the termination of the contract between this User and the Payment Provider.

## **7. Registering on the Website**

- 7.1. In order to use the Services, the Archive Requesters must register on the Website by completing the registration form. They must provide all information that is marked as being required. Incomplete registrations shall not be validated.

The process of Archive Vendors' registration on the Website is detailed in the Archive Vendors' Specific Conditions.

- 7.2. Registering automatically entails the opening of an account in the Users' name (hereinafter referred to as the "**Account**"), giving Users access to their own personal space (hereinafter referred to as the "**Personal Space**") which shall enable them to use the Services in a format and according to the technical means that ARCHIVE VALLEY deems the most appropriate for providing said Services.

Users guarantee that all information they provide in the process of their registration is exact, up to date and sincere and is in no way misleading or dishonest.

They agree to update this information in their Personal Space in the event that any of it should change in order to continuously meet the above-mentioned criteria.

Users are hereby informed and accept that the information provided by them for the creation or update of their Account is valid as proof of their identity. Details entered by Users shall be binding upon confirmation.

- 7.3. Users can access their Personal Space by logging in to the Website, using their connection ID and their password.

They are responsible for keeping their connection ID and password confidential. Users must contact ARCHIVE VALLEY immediately through any of the channels mentioned

in article 2 of these General Terms and Conditions, if they notice that their Account has been used without their knowledge. Users acknowledge ARCHIVE VALLEY's right to take all measures it deems appropriate in a case such as this.

## **8. Personal and non-commercial use**

Accounts are personal and non-transferable. Users undertake to use the Services themselves personally and agree not to allow any third party to use them on their behalf, unless accepting full responsibility for the consequences.

Users also undertake not to monetize, transfer, sublicense, delegate or assign to any third party, in any way, all or part of their rights and/or obligations under these General Terms and Conditions, including their access to the Website and/or the Services, as well as all information, data, texts, images audio-visual contents and any other content being used on the Website by ARCHIVE VALLEY and/or other Users.

## **9. Accessing the Services within the framework of a Project**

9.1. Archive Requesters have access to the Services as part of a Project and within the limit of the number of Projects indicated on the Website.

9.2. In order to use the Services set forth in article 10, Archive Requesters must indicate the Project for which the Services are needed by providing all information that is marked as being required in the project details form, including mention of the working title of the Project and the name of the company or companies producing the Project and/or on behalf of which access to the Services is made (hereinafter referred to as the "**Project Details Form**").

Archive Requesters guarantee that all information they provide in the Project Details Form is exact, up to date and sincere and is in no way misleading or dishonest. Once submitted, Project Details Forms can not be reedited by Archive Requesters. In case any information must be updated, Archive Valley must be informed by email.

9.3. The submission of a Project Details Form entails the creation of a dedicated space through which the Services shall be managed by the Archive Requester (hereinafter referred to as the "**Project Workspace**").

9.4. Archive Requesters who subscribe to a Subscription as part of a Project are, by default, designated as the administrators of a Project (hereinafter referred to as the "**Project Administrators**"), and their Account is set to a Project administrator account (hereinafter referred to as the "**Project Administrator Account**"), unless Archive Valley has been informed by email that another Archive Requester shall be appointed as Project Administrator.

9.5. In order to enable members' team to access a Project Workspace (hereinafter referred to as the "**Project Members**"), Subscriptions provide the Project Administrators with the possibility to have several Accounts associated to their own Account within the limit of the maximum number indicated on the Website.

In accordance with the limit of the maximum number of Projects indicated on the Website, Project Administrators are in charge of:

- (i) creating each Project Workspace by completing the Project Details Form;

- (ii) providing Archive Valley with the listing of the members' team who shall be associated, as Project Members, to the Project Administrator Account and the Project Workspaces is has created.

If members are already registered Users, their personal Account shall be associated with the Project Administrator Account, so that they have access to the Project Workspace and the Services indicated on the Website with regard to the Project, it being specified that other Project Members shall not have access to these Users' Personal Space.

If they are not yet registered Users, ARCHIVE VALLEY sends them, at the email address communicated by the Project Administrator, a hypertext link which will enable them to register on the Website as Archive Requester pursuant to the provisions here-above set forth. Project Administrator are sole responsible for their registration to the Website, for the truthfulness and the correctness of the information they provide for their registration and for keeping their connection ID and password confidential.

Project Administrators may remove and/or add Project Members anytime, at their own discretion, and subject to the maximum Account number that may be associated with their Account.

- 9.6. Accessing a Project Workspace is strictly limited to the purpose of using the Services for said Project.
- 9.7. It is the sole responsibility of Project Administrators to ensure that Project Members do not allow any third party to access the Website in their place or on their behalf, unless accepting full responsibility for the consequences. Project Administrator expressly acknowledges that any use of the Website under any Project Member's connection ID shall be deemed to have been made by this Project Member.

## **10. Description of the Services**

Users have access to the following Services, depending on their Subscription, in a format and according to the technical means that ARCHIVE VALLEY deems the most appropriate.

### **10.1. Services available to Visitors and Users**

Visitors and Users have the possibility to visit the Website and send email messages to ARCHIVE VALLEY. In order to receive replies from ARCHIVE VALLEY, Visitors must indicate their email address in their messages.

They may also subscribe to ARCHIVE VALLEY's newsletter, by sending a request for this purpose at the email address mentioned in article 2.

### **10.2. Creation of a profile**

Users have a profile page (hereinafter referred to as the "**Profile**") on which they fill all requested information with regards to their identity, professional activity and the kinds of Archive Content they may sell or search.

Users have the possibility to publish contents of whatever nature, either editorial, graphic, audio, audiovisual or otherwise (hereinafter referred to as the "**User Content**") on their Profile.

### **10.3. Connection with Archive Vendors and purchase of Archive Content by Archive Requesters**

#### *10.3.1. Submission of Requests to Archive Vendors*

Archive Requesters may make enquiries for Archive Content on the Website, by submitting requests to ARCHIVE VALLEY as part of a specified Project (hereinafter referred to as the “**Requests**”). The Request submission process is indicated on the Website.

To this end, any Archive Requester who submits a Request must provide all relevant information that is marked as being required with regards to the kind of Archive Content being searched.

Upon reception, ARCHIVE VALLEY displays the Request through the Website to Archive Vendors it deems the most accurate, with regard to the criteria laid down by the Archive Requester.

Archive Vendors who own or distribute Archive Content matching with the Request's criteria may reply positively to the Archive Requester who has submitted the Request, by sending such Archive Content in low resolution. Archives Requesters undertake not to use the Archive Content sent in low resolution for other purposes than previewing.

#### *10.3.2. Purchase for Archive Content*

In case an Archive Requester is interested in obtaining a license to use the Archive Content, he/she has the possibility to request a quote or order a master version of such Archive Content according to the technical means indicated on the Website.

All discussion between the Archive Requester and the Archive Vendor through the messaging Service or by any other means, with regard to the licensing and/or use of Archive Content in relation with a Request or the related Project, including its price, its term, the distribution territory and the exploitation rights to be granted, as well as the negotiation and the signature of an agreement (hereinafter referred to as the “**Purchase**”), are their sole responsibility.

The implementation of the Purchase, including payment of the price and the delivery of Archive Content, are also the Archive Requester and the Archive Vendor's sole responsibilities, subject to delivering Archive Content in high resolution, as set forth in article 10.3.3 hereunder.

#### *10.3.3. Delivering Archive Content*

The Archive Vendor must notify ARCHIVE VALLEY, by any written means including email, that an agreement was made with the Archive Requester regarding the terms of the Purchase.

Once an agreement between the Archive Requester and the Archive Vendor is made for the Purchase, the Archive Vendor has the possibility to send the Archive Content in high resolution to the Archive Requester, through the Website.

### **10.4. Services specific to Archive Researchers**

#### *10.4.1. Joining the Archive Researchers Community*

Archive Requesters exercising archive research in a professional capacity may require ARCHIVE VALLEY to be identified on the Website as “**Archive Researchers**”.

ARCHIVE VALLEY reserves the right to vet the professional background of Archive Requesters who require to join the Archive Researchers Community, in order to check whether they fulfill the eligibility criteria to be Archive Researchers.

When they fulfill these criteria, ARCHIVE VALLEY informs the candidates that they are enabled to join the Archive Researchers Community by any written means, including email. Their capacity as Archive Researchers is then indicated on their Profile.

#### *10.4.2. Assignment for research missions*

Archive Researchers willing to provide research services to other Users may indicate in their Profile that they agree to be contacted on the Website by other Users in the perspective of a research mission (hereinafter referred to as the “**Assignment**”).

Their Profile then reflects their capacity as Archive Researchers willing to provide research services via the activation of the messaging Service set forth in article 10.10.

Discussions relating to the terms of the Assignment, as well as their fulfillment are the sole responsibility of the Archive Requester and the Archive Researcher or, where appropriate, the Archive Researchers.

In case an Archive Researcher has concluded an Assignment with an Archive Requester or an Archive Researcher, he/she must notify ARCHIVE VALLEY by any written means including email, providing the term and the price of said Assignment.

Archive Researchers can enable or disable other Users to contact them for Assignments at anytime by indicating it in their Profile.

#### *10.4.3. Reception of Requests in the perspective of Assignment*

Archive Researchers who have accepted to be contacted for Assignment may require ARCHIVE VALLEY to receive Requests for purposes of Assignments from Archive Requesters and Archive Researchers who did not receive positive replies from Archive Vendors, as set forth in article 10.6 hereafter.

### **10.5. Access to the Archive Researchers Community for Assignment**

Archive Requesters and Archive Researchers who are seeking an Archive Researcher for purposes of Assignment in relation with a specified Project may view Archive Researchers’ Profiles on the Website and, if their Profile complies with their search criteria, contact them through the messaging Service set forth in article 10.10, when activated.

Discussions relating to the terms of the Assignment, as well as their fulfillment are the sole responsibility of the Archive Requester and the Archive Researcher or, where appropriate, the Archive Researchers.

In case an Archive Requester and an Archive Researcher or, where appropriate, two Archive Researchers have settled an agreement for an Assignment, they must notify ARCHIVE VALLEY by any written means including email, providing the term and the price of said Assignment.

In case no Archive Researcher is available in the required territory, the Archive Requester or the Archive Researcher in search may contact ARCHIVE VALLEY who will endeavor to the best of their ability to find a suitable Archive Researcher, with no guarantee of results, which Users expressly acknowledges and accepts.

#### **10.6. Connection with Archive Researchers via Request**

Archive Requesters who did not receive one or more positive replies to their Request from Archive Vendors within seventy-two (72) working hours may submit their Request to ARCHIVE VALLEY that the latter may display to a selection of Archive Researchers who have agreed to be contacted for receiving Assignments on the Website. Archive Requesters may also apply for this Service during the Request submission process.

Archive Requesters expressly acknowledge and accept that ARCHIVE VALLEY solely decides whether this Request shall be displayed or not to Archive Researchers.

#### **10.7. Archive Resources**

ARCHIVE VALLEY reserves the right to provide to Archive Requesters information on archive holders and/or distributors who are not registered in the Website as Archive Vendors (hereinafter referred to as the “**Archive Resources**”).

Users expressly acknowledge and accept that this information is provided on an indicative basis and that ARCHIVE VALLEY does not warrant the completeness or the accuracy of such information.

#### **10.8. Directory of Archive Sources**

ARCHIVE VALLEY provides an online directory of archive sources, presented in different topics. These sources shall be enriched and updated on the time basis ARCHIVE VALLEY deems the most appropriate.

#### **10.9. Services provided to Archive Vendors**

Services provided to Archive Vendors are detailed in the Archive Vendors' Specific Conditions.

#### **10.10. Messaging and email notification Services**

Users have access to a messaging service that allows Archive Requesters to communicate with Archive Vendors and/or Archive Researchers who have accepted to reply to a Request, as well as with Archive Researchers who have accepted discussions in the perspective of an Assignment.

Users are expressly informed and accept that ARCHIVE VALLEY may access the messages exchanged between Users through this messaging service at any time and may use them if necessary to assert its rights, especially in the event of legal proceedings.

ARCHIVE VALLEY also provides an email notification Service that enables Users to receive email alerts, through their email addresses, as indicated in their registration form and associated with their Account.

#### **10.11. Specific Services not included in Subscriptions**

Upon request, ARCHIVE VALLEY may provide specific Services, which are not included in the Subscriptions and are subject to a specific quotation.

#### **10.12. Technical support**

ARCHIVE VALLEY provides Users with a technical support which consists in assistance and advice, with regards to any question in relation with the Website.

The technical support can be provided through the email address [research@archivevalley.com](mailto:research@archivevalley.com), during working days from 10 a.m. to 6 p.m. (French Time).

According to the requirements, ARCHIVE VALLEY shall assess the time needed for answers, as well as their nature, and shall inform Users of such assessment.

### **10.13. Other Services**

ARCHIVE VALLEY reserves the right to propose any other Service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing the said Service.

## **11. Financial Conditions**

### **11.1. Free Trial**

The Website and the Services indicated in the Website can be tested free-of-charge, on a trial basis, for the limited period of time indicated on the Website.

At the end date of their free trial period, Users shall be informed, by means of a pop-up message, that such free trial has expired and that they must purchase a Subscription if they want to keep using the Services.

Notwithstanding the above, Users expressly acknowledge and accept that:

- (i) any Assignment that may be concluded during the free trial period shall be subject to the fee set forth in article 11.3 below;
- (ii) Users whose Account has been associated with a Project Administrator Account is not eligible for free trial.

### **11.2. Price of the Services**

Beyond the end of the free trial period, the Services shall be subject to the fees indicated on the Website.

Unless otherwise stated, these fees are indicated in euros and are exclusive of taxes. Users subject to VAT acknowledge and agree that these taxes are additional to the price of the Services.

When other currencies than euros are indicated on the Website, the exchange rate applied to convert the currencies is the one of the 9th of September 2018. Users also acknowledge and agree that transfer fees will be at their expense.

Notwithstanding the above, fees for the Services provided to Archive Vendors is indicated in the Archive Vendors' Specific Conditions.

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

### **11.3. Commission fees payable by Archive Researchers for Assignments**

Archive Researchers agree to pay to ARCHIVE VALLEY a commission fee based on every Assignment that they have concluded.

The percentage of this commission fee is indicated on the Website.

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

#### **11.4. Price revision**

The above-mentioned fees may be revised by ARCHIVE VALLEY at any time, in its sole discretion.

Users 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.

When effective, the new prices apply upon the renewal of the Subscription.

Users who continue to use the Service after the entry into force of the revised fees shall be deemed to have accepted them. Users who do not accept the revised fees must cancel their Subscription according to the provisions set out in article 5.

#### **11.5. Invoicing and payment**

ARCHIVE VALLEY shall issue invoices for the fees provided in article 11.2, for each Subscription period, that will be sent to each Archive Requester through any pertinent channel.

The payment of ARCHIVE VALLEY's fees can be carried out online by bank card or major credit card through the secured online payment service provided by the Payment Provider, or by any other means authorized by ARCHIVE VALLEY.

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

All payments are due upon receipt of an invoice.

#### **11.6. 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, 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 User, regardless of the terms of payment that had previously been agreed,
- (ii) Immediate suspension of the Services until complete payment of all fees due by the User 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.

### **12. Agreement in relation to proof**

Users expressly acknowledge and accept that:

- (i) Data collected on ARCHIVE VALLEY's Website and its computer equipment attest to the reality of the transactions performed in the context of this agreement,
- (ii) This data is the main means of acceptable proof between the parties, in particular for the calculation of fees due to ARCHIVE VALLEY.

Users can access this data in their Personal Space.

### **13. Obligations for Users**

Without prejudice to other obligations provided for in these General Terms and Conditions, Users undertake to respect the following obligations.

#### **13.1. Obligations for all Users**

- 13.1.1. Users undertake, in their use of the Website and the Services, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.

In particular, Users undertake to comply with all laws regulations regarding sales, licensing and purchase of photographic and audiovisual content, applicable in the territories concerned by the Purchases.

Each User is solely responsible for successfully completing all necessary administrative, tax and / or social formalities, as well as for the payment of contributions and taxes of all types concerning them that could result from their use of the Website and the Services.

ARCHIVE VALLEY shall in no case be held liable in this respect.

- 13.1.2. Users undertake to provide ARCHIVE VALLEY with all information necessary for the proper performance of the Services. More generally, Users agree to actively cooperate with ARCHIVE VALLEY for purposes of ensuring proper performance of these General Terms and Conditions.

- 13.1.3. Users acknowledge having read on the Website and understood the characteristics and constraints, technical in particular, of the entire range of Services. Each User is solely responsible for their use of the Services.

In particular, Users are is solely responsible of the relationships they may have developed and information they may have exchanged with other Users as a result of their use of the Services. They are responsible for exercising appropriate caution and good judgement in such relationships and exchanges. They undertake to respect the customary rules of politeness and courtesy in their exchanges with other Users.

- 13.1.4. **Users expressly undertake:**

- **not to propose, solicit and/or negotiate any Purchase and/or, where appropriate, Assignment to other Users other than through the Website;**
- **not to request or provide the payment of other fees than those indicated in the Purchase and Assignment agreements;**
- **not to provide to ARCHIVE VALLEY misleading or incorrect information, including with regards to prices agreed on Purchases and/or Assignments.**

**Failure to comply with these obligations will give rise for the User in breach, as a penalty clause, to the payment of a fixed indemnity of one thousand (1.000) euros for each breach being found.**

**Users expressly acknowledge and accept that the prohibition above applies to all Purchases arising from the connection between Users, whether such Purchases come from Requests, discussions via the messaging Service or any other means.**

13.1.5. Each User is solely responsible for the User Content they publish on their Profile and guarantees ARCHIVE VALLEY that they have all the necessary rights and authorizations for the publication of their User Content.

Users certify that their User Content are legal, do not disrupt public order, are not contrary to accepted standards of public decency, do not infringe any third-party rights or legal provision and / or regulation, and, more generally, are in no way likely to bring the civil or criminal liability of ARCHIVE VALLEY into play.

Users therefore agree to refrain from publishing, in particular, but not limited to:

- User Content that is pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, slanderous, or of a violent, racist, xenophobic or revisionist nature,
- Counterfeit User Content,
- User Content that is detrimental to the image of any third party,
- User Content that is false, misleading or proposing or promoting unlawful, fraudulent or misleading activities,
- User Content that could harm a third party's computer system (such as viruses, worms, Trojan horses, etc.),
- And, more generally, any User Content that is likely to infringe on the rights of others or cause harm to others in any manner or form.

Such commitment solely apply to User Content. Users' obligations toward Archive Content are specified in the Archive Vendors' Specific Conditions.

13.1.6. For purposes of implementing the Services, Users grant to ARCHIVE VALLEY a non-exclusive license to use their User Content that may be protected by intellectual property rights, for the legal term of their protection, with the following terms:

- Users agree that their User Content may be published free of charge by ARCHIVE VALLEY, on the Website,
- They agree that their User Content may be published by ARCHIVE VALLEY by any means and on any medium, with the purpose of promoting the Website,
- They agree to their editorial User Content being translated into any language,
- They acknowledge and agree that their User Content may be subject to modifications especially concerning its scaling, format and colour, as well as to alteration or deterioration of its quality depending on the technical constraints of the Website,
- They renounce claiming any type of payment, fee, royalty, indemnity or financial compensation from ARCHIVE VALLEY in this respect.

13.1.7. Users undertake to publish in their Profile or to provide to other Users information and data that are accurate, current and truthful, as well as not deceptive or likely to mislead. They undertake to update such information and data so that they keep meeting these criteria.

They undertake to provide ARCHIVE VALLEY with all data and information necessary for the proper performance of the Services and, more generally, to actively cooperate with ARCHIVE VALLEY with a view to ensuring the proper performance of the Services.

13.1.8. Users shall take all necessary measures to back up through their own resources the information they deem necessary in their Personal Space, as no copy of this information shall be provided to them.

13.1.9. Users expressly acknowledge that the Website and the Services provide them with an additional solution, not an alternative solution, for purchase, licensing and sales of photographic and audiovisual content and that this solution cannot substitute other means that Users may dispose of elsewhere to reach the same goal.

13.1.10. Users expressly acknowledge that the use of the Website and the Services require that they should be connected to the internet and that they are solely responsible for such connection.

### **13.2. Obligations specific for Archive Requesters**

13.2.1. Archive Requesters expressly certify that they have all necessary rights and authorizations to use the Services, including to negotiate Purchases with Archive Vendors and to entrust Archive Researchers with Assignments.

In particular, Archive Requesters who act as Archive Researchers certify that they exercise archive research in a professional capacity, pursuant the criteria set up by ARCHIVE VALLEY.

ARCHIVE VALLEY reserves the right to request from Archive Requesters, including Archive Researchers, all documents, data and information it deems necessary to verify such rights, authorizations and capacity. Upon such request, they must provide ARCHIVE VALLEY with such data and information at the earliest opportunity.

**13.2.2. Archive Requesters and Project Members undertake not to use their access to a Project Workspace they are associated with, for purposes of using the Services i) on behalf of a third-party, and/or ii) for Projects other than those their Accounts are associated to.**

**13.2.3. Archive Requesters expressly undertake to keep ARCHIVE VALLEY informed of any Purchase and/or Assignment concluded with Archive Vendors and/or Archive Researchers.**

**Besides, when they act as Archive Researchers, they expressly undertake to inform ARCHIVE VALLEY of any Assignment that have been concluded with other Archive Researchers or Archive Requesters within 1 (one) year after they have been connected.**

**Failure to comply with these obligations will give rise for the User in breach, as a penalty clause, to the payment of a fixed indemnity of one thousand (1.000) euros for each breach being found.**

### **13.3. Obligations specific for Archive Vendors**

The obligations that are specific to Archive Vendors are set forth in the in the Archive Vendors' Specific Conditions.

#### **14. Users' Guarantee**

Each User undertakes to defend, indemnify and hold ARCHIVE VALLEY harmless from and against any claims, demands, actions and/or grievances whatsoever, that ARCHIVE VALLEY could incur as a result of a breach by this User of any one of its obligations or guarantees under these General Terms and Conditions.

Users undertake to compensate ARCHIVE VALLEY for any prejudice that ARCHIVE VALLEY could be subject to, and to pay any costs, liabilities, charges and / or convictions that ARCHIVE VALLEY could incur, as a result of such a breach.

#### **15. Prohibited behaviour**

15.1. It is strictly prohibited to use the Website and the Services to the following ends:

- Carrying out activities that are unlawful, fraudulent or infringe on the rights or the security of others,
- Violating public order or any local policy or laws,
- Hacking into the computer system of a third party or any activity aimed to harm, control, interfere or intercept all or part of a third party's computer system, violating its integrity or its security,
- Sending unsolicited emails and / or prospecting or commercial solicitation,
- Tampering with the aim to improve referencing of another site,
- Assisting or inciting, in any manner or form whatsoever, the carrying out of one or several of the actions or activities described above,
- And more generally, any action that uses the Services for any other purpose than that for which they were designed.

15.2. Users are strictly prohibited from copying and / or using for their own purposes or those of a third party, the concept, technology or any other component of ARCHIVE VALLEY's Website.

15.3. The following is also strictly prohibited: (i) any behaviour that would interrupt, suspend, slow down or prevent continuity of the Website and/or the Services, (ii) any hacking or attempts to hack into ARCHIVE VALLEY's IT systems, (iii) any hijacking of the Website's system resources, (iv) any acts that would place a disproportionate load on the Website's infrastructure, (v) any attempts to breach the Website's security and authentication structures, (vi) any acts that could infringe on the rights and financial, commercial and moral interests of ARCHIVE VALLEY or of the Users of its Website and finally, more generally, (vii) any breach of these General Terms and Conditions.

#### **16. Sanctions for breaches**

In the event of a breach by a User of any of the provisions of these General Terms and Conditions or more generally, of any infringement by the former of any laws and regulations in force, ARCHIVE VALLEY reserves the right to take any measures it deems appropriate and in particular:

- (i) To suspend access to the Services for any User who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement,
- (ii) To delete all or part of the User Content placed by the latter online on the Website,
- (iii) To publish on the Site any related informational message that ARCHIVE VALLEY deems useful,
- (iv) To inform any relevant authorities,
- (v) To commence and prosecute any legal proceedings.

In the event of a breach by any User of a substantial obligation stipulated in these General Terms and Conditions, ARCHIVE VALLEY reserves the right to cancel the User's access to all or part of the Services, fifteen (15) days after the User has received notice from ARCHIVE VALLEY, by registered letter with acknowledgement of receipt, stating the ARCHIVE VALLEY's intention to apply this clause, if the User has failed to cure such breach, this without prejudice to any damages that could be claimed from the User.

The cancellation will cause the automatic deletion of the User's Account, without prejudice to the other consequences that may be set out in these General Terms and Conditions.

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

17.1. ARCHIVE VALLEY undertakes to provide the Services with diligence and in compliance with trade practice, specifying that it has an obligation to provide due care, but this without any obligation of result, and this is expressly acknowledged and agreed by Users.

As a result, ARCHIVE VALLEY does not warrant that:

- (i) all Requests displayed to Archive Vendors and/or Archive Researchers shall receive a positive response;
- (ii) access to the Archive Researchers Community shall automatically entail to an Assignment;
- (iii) responding to a Request shall automatically entail to an Assignment.

17.2. ARCHIVE VALLEY undertakes to set up adequate procedures in order to strengthen the security of the functioning of the Website, as well as the security and the confidentiality of information and data exchanged between the Users within their use of the Services, and to prevent any failure, intrusion or intrusion attempt by malicious third party.

However, ARCHIVE VALLEY should not be held responsible for any lack of vigilance or security by the Users in the preservation of their connection ID.

17.3. ARCHIVE VALLEY has no prior knowledge of User Content being posted on the Website within the context of the Services, and shall not moderate, select, check or monitor in any way these User Contents, with regard to which ARCHIVE VALLEY only intervenes within the role of hosting provider.

Consequently, ARCHIVE VALLEY cannot be held liable for User Contents the authors of which are third parties, and any potential claims should be made firstly to the author of the User Content in question.

Any User Content that causes prejudice to a third party can however be the subject of a complaint to ARCHIVE VALLEY within the conditions defined in Article 6 I 5 of the French law No. 2004-575 on confidence in the digital economy of 21st June 2004, ARCHIVE VALLEY reserving the right to take the measures set forth in article 15 of these General Terms and Conditions.

17.4. Subject to the delivery of Archive Content and to the Specific Services, as provided respectively in articles 10.3.3 and 10.11:

- (i) ARCHIVE VALLEY acts as a broker, as it provides Archive Requesters, Archive Researchers and Archive Vendors with technical tools and means enabling them to interact for, where appropriate, purchase and/or licensing and/or sales of Archive Contents, as well as for the entrusting of Assignments to Archive Researchers through the Website. ARCHIVE VALLEY's liability is limited to the

provision of these means, as described hereto and to enabling the interaction between Archive Requesters and Archive Researchers, or Archive Requesters and Archive Vendors.

- (ii) ARCHIVE VALLEY acts in its own name and does not execute any legal act in the name of or on behalf of Archive Requesters, Archive Researchers or Archive Vendors, who establish contracts directly between themselves.
- (iii) ARCHIVE VALLEY is not a party to contracts between Archive Requestors and Archive Researchers, or Archive Requestors and Archive Vendors, and shall under no circumstances be held liable in respect of difficulties which may occur during the conclusion or performance of such contracts, nor be a party to any potential disputes whatsoever between these parties in particular concerning the Purchase of Archive Contents, the fulfillment of an Assignment, guarantees, statements or any other obligations to which such parties would be bound.

More particularly, ARCHIVE VALLEY should not be held responsible for any unauthorized use by Archive Requesters of the Archive Content that may have been sent in low resolution by an Archive Vendor, as provided in article 10.3.1.

However, in order to constantly improve the quality of the Services, ARCHIVE VALLEY invites Users to submit all comments and information that they may wish to bring to its attention concerning the quality of transactions made using the Services.

17.5. ARCHIVE VALLEY agrees to regularly check that the Website is operational and can be accessed. To this end, ARCHIVE VALLEY reserves the right to interrupt access to the Website momentarily for maintenance purposes. In the same way, ARCHIVE VALLEY shall not be held liable if the Website is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside ARCHIVE VALLEY's control, force majeure, or due to any disruption in the telecommunications network.

17.6. ARCHIVE VALLEY does not guarantee to the Users that the Website and the Services, which are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects.

ARCHIVE VALLEY does not guarantee either that the Website and the Services shall specifically meet the Users' needs or expectations. In particular, ARCHIVE VALLEY should not be held responsible if an Archive Requester does not find any accurate Archive Content or if no Archive Researcher applies for an Assignment.

17.7. In any event, ARCHIVE VALLEY shall not be held liable to Users for the payment of damages of any kind, whether they be direct, materiel, commercial, financial or moral, suffered by Users from their use of the Services exceeding the total amount invoiced by ARCHIVE VALLEY in the six (6) months prior to the time the alleged damages occurred.

Even so, ARCHIVE VALLEY shall be held liable only in case Users issue a claim by sending a registered letter with acknowledgement of receipt within one month of such event.

## **18. Intellectual Property of ARCHIVE VALLEY**

These General Terms and Conditions do not confer to the Users any intellectual property rights relating to the Website, which remain entirely and exclusively the property of ARCHIVE VALLEY. The Users only have a license of use of the Website within the limits of these General Terms and Conditions.

The systems, software, structures, infrastructure and databases used by ARCHIVE VALLEY in the Website, as well as the ARCHIVE VALLEY Content, are protected by all intellectual property rights, or rights for the creators of databases, in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any these items, without ARCHIVE VALLEY's authorization, is strictly prohibited and could lead to prosecution.

## **19. Personal Data**

ARCHIVE VALLEY practices a policy of protection of personal data, the characteristics of which are detailed in the document "*Privacy Policy*", which Users are expressly invited to read.

## **20. Links and Third-Party Sites**

ARCHIVE VALLEY can in no way be held liable for the technical availability or unavailability of Internet sites or mobile applications operated by third parties (including its potential partners) which Users would access through links on the Candidate Mobile Application, the Desktop Application and/or the Website.

ARCHIVE VALLEY shall not be liable for content, advertisements, products and / or services available on such third-party sites or mobile applications and Users are hereby reminded that these sites are governed by their own terms and conditions of use.

ARCHIVE VALLEY shall not be liable for any transactions conducted between Users and any advertisers, professionals or salespersons (including its potential partners) to which Users may be oriented through the Website and shall not take part in any disputes whatsoever with these third parties, particularly concerning the delivery of products and/or services, guarantees, declarations or any other obligations whatsoever to which these thirds parties may be bound.

## **21. Customer references**

Users expressly authorize ARCHIVE VALLEY to cite and use as appropriate a reproduction of their trademark or logo as a customer reference, especially at events, in its business documents and on its Internet site, in any form whatsoever throughout the term of the Services and beyond, for an additional period of three (3) years.

## **22. Amendments**

ARCHIVE VALLEY reserves the right to amend these General Terms and Conditions at any time.

Users shall be informed of these amendments through any pertinent channel.

Any User who does not agree with the amended General Terms and Conditions must unsubscribe from the Services according to the provisions set out in article 5.

Users who continue to use the Services after the entry into force of the amended terms and conditions shall be deemed to have accepted these amendments.

## **23. Language**

In the event of a translation of these General Terms and Conditions into one or more languages, the language of interpretation shall be English in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

#### **24. Law and Jurisdiction**

These General Terms and Conditions of Use are subject to French law and shall be interpreted and governed by such.

Any dispute that may arise in connection with their interpretation, their validity or their enforcement shall fall within the exclusive jurisdiction of the courts of Paris (France).

#### **25. Entry into Force**

These General Terms and Conditions became effective on the 9th of December, 2018.