

# 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**”).

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 subscribe to the Website as Archive Requesters or Archive Vendors, in accordance with the conditions laid down in article 5. They expressly acknowledge and accept that their subscription to the Website in one of these statuses may condition their access to some of the Services.

Users which subscribe 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 7.1, without being registered. The use of other Services provided herein requires prior registration as Users, as set forth in article 5.

#### **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 Visitor or User who does not accept to be bound by these General Terms and Conditions must not access the Website or use the Services.

#### **5. Registering on the Website**

- 5.1. 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.

- 5.2. 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.

- 5.3. 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.

## **6. 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.

## **7. Description of the Services**

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

### **7.1. 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.

### **7.2. 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.

### **7.3. Request and purchase of Archive Content by Archive Requesters**

Archive Requesters may make enquiries for Archive Content on the Website, by submitting a request to ARCHIVE VALLEY (hereinafter referred to as the "**Request**"). The Request submission process is indicated on the Website.

To this end, any Archive Requester who submits a Request must provide all relevant information with regards to the kind of Archive Content being searched, including its subject, its date and the territory in which it should be used.

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.

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 the Archive Content, 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 7.4 hereunder.

#### **7.4. 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.

#### **7.5. Connection with Archive Researchers**

Archive Requesters exercising archive research in a professional capacity (hereinafter referred to as the “**Archive Researchers**”) and willing to provide research services to other Users may indicate this on his/her Profile, as well as specify his/her fees and the territory in which they can operate.

Archive Requesters who are seeking an Archive Researcher for a research mission in specific territories (hereinafter referred to as the “**Assignment**”) 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 7.9.

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.

In case an Archive Requester and an Archive Researcher 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 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 Archive Requesters expressly acknowledge and accept.

#### **7.6. Personal Assistant Service**

If Archive Requesters do not receive one or more positive replies to their Request from Archive Vendors within 72 (seventy-two) working hours, they have the ability to request ARCHIVE VALLEY to display a message to all Archive Researchers who have agreed

to be contacted for Assignments on the Website (hereinafter referred to as the “**Personal Assistant Service**”).

ARCHIVE VALLEY also 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.

#### **7.7. Archive Production Service**

Archive Requesters exercising a professional activity as media producers have the ability to appoint ARCHIVE VALLEY as a research partner for a given project (hereinafter referred to as the “**Archive Production Service**”).

The Archive Production Service implies that ARCHIVE VALLEY open a specific account for the project in which the Requests and Archive Content shall be centralized in order to facilitate the budgeting and research planning.

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

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

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

Users have access to a messaging service that allows them to communicate with other Users.

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.

#### **7.10. 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.

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

Subscription to Services is taken out by Users for a term of unlimited duration.

Users can opt out of the Services at any time, by sending a request to ARCHIVE VALLEY by email, at the email address mentioned in article 2.

Their subscription shall be cancelled within a maximum of 7 (seven) days from the date of this request. This shall cause the automatic deletion of their Account.

## **9. Financial Conditions**

### **9.1. Free Trial**

The Website and the Services can be tested free-of-charge, on a trial basis, for a limited period of time (hereinafter referred to as the “**Free Trial**”).

ARCHIVE VALLEY will inform Users of the end date of their Free Trial by any written means (including email), at least one (1) month before said end date.

Notwithstanding the above, Users expressly acknowledge and accept that the Connection with Archive Researchers Service, as provided in article 7.5, shall be subject to fees, as provided in article 9.2 below.

### **9.2. Free and paying Services**

Beyond the end of the free trial period, access to the Services shall be provided free of charge, with the limit of three (3) Requests and/or Assignments per month. Beyond this number of uses, 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.

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

Notwithstanding the above, Archive Researchers contacted via the Connection with Archive Researchers Service, as provided in article 7.5, agree to pay the service fee indicated on the Website in relation to accepting an Assignment from any User.

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

### **9.3. Price revision**

The fees collected in exchange for the Services 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.

The revised fees apply for all Services accessed after the date they are effective.

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 stop using the Services.

### **9.4. Invoicing and payment**

ARCHIVE VALLEY shall issue invoices for the fees provided in article 9.2, that will be sent to each User 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 on the Website, or by any other means authorized by ARCHIVE VALLEY.

Users 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.

#### **9.5. 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 14, 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 Client 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.

#### **10. ARCHIVE VALLEY's data**

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 a 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.

#### **11. Obligations for Users**

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

##### **11.1. Obligations for all Users**

- 11.1.1. 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.

11.1.2. 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.

11.1.3. 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 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.

**11.1.4. User expressly undertake:**

- **not to propose, solicit and/or negotiate any Purchase and/or, where appropriate, Assignment to other Users other than through ARCHIVE VALLEY;**
- **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 1.000 (one thousand) euros for each breach being found.**

11.1.5. 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:

- 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 Content,
- Content that is detrimental to the image of any third party,
- Content that is false, misleading or proposing or promoting unlawful, fraudulent or misleading activities,
- Content that could harm a third party's computer system (such as viruses, worms, Trojan horses, etc.),
- And, more generally, any Content that is likely to infringe on the rights of others or cause harm to others in any manner or form.

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

11.1.6. 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.

11.1.7. 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.

11.1.8. 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.

11.1.9. 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.

11.1.10. 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.

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

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.

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

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

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

## **12. 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.

## **13. Prohibited behaviour**

13.1. 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.

13.2. 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.

13.3. 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.

## **14. 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.

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

15.1. 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.

15.2. 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.

15.3. 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 | 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 14 of these General Terms and Conditions.

15.4. Subject to the delivery of Archive Content and to the Archive Production Service, as provided respectively in articles 7.4 and 7.7:

- (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 15.4.

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.

15.5. 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.

15.6. 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.

15.7. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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 8.

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.

## **21. 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.

## **22. 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).

## **23. Entry into Force**

These General Terms and Conditions became effective on the **25th January, 2018**.