



General Licensing Terms and Conditions for the use of images

PREAMBLE

1. For the purposes of these General Licensing Terms and Conditions, the term "photo" is defined as *"Any document which reproduces an image on an analog or digital media or any other media now known or hereafter invented."*

Use of the photos may be authorized under two types of licences:

- "rights-managed"*: the images may be used in consideration of payment of proportional licence fees;
- "royalty-free"*: the images may be used after payment of a flat one-time licence fee.

2. Any person (hereafter the *"Customer"*) obtaining photos from us (hereafter the *"Agency"*) by any means (high or low definition downloading, postal delivery, hand delivery, etc.) is considered to have read and accepted these General Licensing Terms and Conditions.

3. Any use which breaches these General Licensing Terms and Conditions is unlawful.

Any provision conflicting with these provisions and appearing on a commercial document of the Customer (including, but not limited to, order forms) shall be deemed unwritten.

4. The photos made available to the Customer by the Agency are and shall remain the property of their authors or beneficiaries. The Customer only acquires the right to use the photos for a specific purpose and duration, as described in the specific licensing terms and conditions.

Consequently, licensed photos are not sold, but merely licensed to the Customer, i.e., only the licence is sold.

I. FORMATION OF THE CONTRACT: COMMON PROVISIONS.

- 1.1. Downloading of photos for use in mock-ups from the Agency's website or delivery by e-mail, FTP or any other means.

Any use of the photos available on the Agency's website without the prior transfer of rights is prohibited, with the exception of use for the creation of mock-ups or preparatory work for strictly internal use.

Any digital files used in this manner must be destroyed after internal use, and within a maximum of 30 days.

- 1.2. Provision of analog photos to the Customer

a) Provision of photos by post, by hand or by express courier:

The Agency will establish a licensing slip using the information provided by the Customer, indicating the references of the photos licensed and the consultation period, and enclose this slip with the photos.

b) Consultation period:

During the consultation period, the analog photos are provided for consultation purposes only and may not be used. Non-compliance with this provision by the Customer will entitle the Agency to refuse any future services.

Any complaints submitted in relation to the photos provided for consultation purposes must be transmitted by registered letter with acknowledgement of receipt, within five days of receipt of the photos.

c) Return of the documents following the consultation period, if the photos are not used and if rights are not transferred

Following the consultation period, as defined in the licensing slip, the Customer, if not intending to use the documents transmitted, must expressly and immediately return the photos, and take all action necessary to return the photos to the Agency address indicated on the slip.

Should the photos not be returned by the indicated deadline, a set late fine will be due per day late. The amount of this fine will be specified on the back of the contract and the Customer will be responsible for providing proof of compliance with the deadline.

1.3. Notification to the Agency

Regardless of how the images are provided (downloading, postal delivery, hand delivery, etc.), the Customer is required to notify the Agency prior to making any use whatsoever of the photos.

The Agency disclaims any and all liability in relation to any use of which it was not informed in the event of breach of this provision by the Customer.

1.4. Mandatory copyright management information.

Each image must be signed by law, regardless of the format, size or level of confidentiality of the usage in question.

Consequently, the copyright management information notice, comprising the full and complete name of the author and the name of the Agency must be visibly placed in, on and/or adjacent to each of the images.

1.5. Non-exclusivity

The reproduction and/or public display rights licensed hereunder are non-exclusive.

To obtain exclusive rights, the Customer is required to enter into a separate written agreement with the Agency, in consideration for payment of the licence fees applicable for exclusive rights, in addition to those for basic rights.

1.6. Non-payment of licence fees: revocation of licence

ALL LICENSES ARE CONDITIONAL ON THE EFFECTIVE PAYMENT OF THE CORRESPONDING LICENCE FEE.

ACCORDINGLY, NO USE OF THE IMAGES IS PERMITTED UNLESS THE CORRESPONDING LICENCE FEES HAVE BEEN PAID.

OTHERWISE, THE LICENCE SHALL BE REVOKED AUTOMATICALLY AND ANY UNAUTHORIZED USE SHALL CONSTITUTE A BREACH OF THE RIGHTS OF THE AGENCY AND OF THE PHOTOGRAPHERS.

1.7. Modification of the images or captions

All modifications whatsoever are prohibited, regardless of the format or technical process used, without the Agency's prior written approval.

If prior written consent is given, the Customer agrees to justify any such modifications upon first request. Non-compliance with the terms of this provision or of the consent may give rise to damages.

No modifications to any of the photo captions may be made by the Customer without the Agency's prior written consent. Absent such written consent, the Customer shall assume sole and exclusive liability for any such changes made to the texts and captions by its editorial staff, including in connection with any lawsuit brought on that basis. The Customer agrees only to use the photos licensed by the Agency in a context and/or accompanied by a caption that does not contain any wording that might be deemed defamatory or prejudicial to any identifiable photo subject. The Agency disclaims any and all liability arising out of or as a result of claims by third parties in the event the Customer is in breach of this section.

II. PERFORMANCE OF THE CONTRACT: LICENCES.

II-1 Photos under a "rights managed" licence

a) Request for license grant specifying the intended use

The Customer must submit a request for reproduction and/or public display rights for the selected photos entrusted or downloaded.

This request must include all legal information requirements identifying the co-contractor as a legal person (corporate form, share capital, registered office, business register number), and all relevant information on the scope and context of the planned use:

- *scope of use*: type and format of media, format used, print run, date of each publication or display, duration, geographical territory or location of distribution, and, when applicable, the form of interpretation.

- *context of use*: name of the end user, location of distribution, if applicable, name of each media, name and type of the product, service or issue to be treated, captions or accompanying text and all other relevant information, particularly relating to the technical reproduction process, allowing the Agency to appraise the scope of the requested license grant.

b) Acceptance of the requested license grant and transfer of reproduction and/or public display rights

i) Acceptance procedure:

Upon receipt of the requested license grant, the Agency will send a quote and/or invoice to the Customer specifying the terms and conditions of payment and, depending on the selected document, the specified use and context, the amount due as license fees, administrative fees, any gains in value, and any applicable obligations or restrictions.

The licence is conditional on the effective payment of the reproduction and/or public display license fees on the due payment date indicated on the invoice.

The Agency disclaims any and all liability in the event of any reproduction and/or public display in breach of the terms and conditions of the licence granted based on the information provided by the Customer pursuant to §3 above and may also be entitled to damages on that basis.

ii) Limitation of the reproduction and/or display licence grant:

Restrictions –

Unless otherwise specifically agreed, the Agency does not provide any consent or authorization for publication by the persons appearing in the photos, the owners of any property photographed, or the authors or heirs or beneficiaries of the authors of any protected works of art or architecture depicted therein. The Customer being the sole to decide on the choice of photos, articles, texts and editorial content in general - in respect of which the Agency has no knowledge - and to which the Customer associates the licensed photos that are reproduced or published, the latter shall assume sole liability with respect to such persons and agrees not to implead or bring any action against the Agency in the event of any proceedings or claims brought by any such persons, in damages or otherwise.

PREVIOUS TEXT:

The Agency will notify the Customer, if applicable, of any restrictions of which it is aware on the use of the photos subject to the transfer of rights. The Customer must provide all relevant information as described in the above paragraph in order to receive notification of any restrictions.

Should this information not be provided, or should the information provided be inaccurate, the Customer will be liable for any breaches of the rights of third parties, and the Agency cannot be required to protect reproduction rights if it is not notified of all or part of the conditions of use, whether intentionally or by error or omission.

c) Mandatory supply of supporting documents:

The Customer agrees to provide all original supporting documents (at least one hard copy or an electronic pdf version) for every publication or reproduction of licensed photos. The former must reach the Agency within 15 days of publication.

iii) Re-use

Any further use of the photo(s), irrespective of the media, including re-use of photo-tools, must be the subject of a separate license and payment of the corresponding license fees.

II-2 "Royalty-free" photos

No ownership of or copyright in or to any image shall pass to the Customer under any licence grant made hereunder and the Customer shall be solely liable for the use it makes of such licensed images

a) Copyright

For images for which a "royalty-free" license is purchased, user rights (reproduction rights and public display and performance rights) are transferred for any "normally foreseeable" use, subject to compliance with the moral rights of the author, *and any restrictions on use contained in the specific licences applicable to these images.*

b) Third-party rights

The photos are licensed without any warranty that their use will not infringe or otherwise contravene the intellectual property rights (including, but not limited to, publicity rights, privacy rights, and possibly the right to the erasure of data or the right to be forgotten) or other rights of any person or entity, including the rights of any person who, or any person whose property, appears in the licensed image.

Consequently, the images are used subject to the Customer's sole liability, and the latter must ensure that all rights or approvals which may be required for use have been obtained.

The Agency will notify Customer if it has obtained a model release and/or a property release for the licensed images and provide it to the Customer upon request. However, the provision of any such release to the Customer does not entail any guarantee by the Agency as to its validity.

III. TERMINATION OF THE CONTRACT: DESTRUCTION OF THE FILES OR RETURN OF THE PHOTOS AFTER REPRODUCTION AND/OR DISPLAY

III.1 Digital files

Unless agreed otherwise in writing at the Customer's request, the latter is required to destroy all digital files within 10 days of the usage for which the image(s) were downloaded.

III.2 Silver-salt photos

a) Procedure and deadline for the return of silver-salt photos:

The Customer shall return the photos provided by registered post, taking all adequate precautions required to ensure the complete absence of damage, by the deadline defined in the slip. All photos must be returned in their original cover or holder without annotation or any type of modification regardless of the technical process used.

b) Loss of or damage to the photos entrusted with the slip

In accordance with the above terms and conditions, sole liability for any loss of or damage to the photos shall pass to the Customer upon receipt thereof until their return to the Agency. In case of loss or damage, a set indemnity at least equal to the amount defined on the back of the contract shall be due and payable.

IV. CANCELLATION

a) Images used under a rights-managed licence

Should the Customer cancel a request for reproduction and/or display rights after the corresponding invoice has been issued, the Customer shall pay a set amount calculated as follows:

- if the request is cancelled within 30 days of the issuance of the invoice: 10% of the amount invoiced excluding V.A.T.,
- if the request is cancelled after 30 days, but before 60 days, from the date of issuance of the invoice: 50% of the amount invoiced excluding V.A.T.,
- if the request is cancelled more than 60 days after the issue of the invoice: 100% of the amount invoiced,

b) Images used under a royalty-free licence

When images are downloaded in high definition a license fee is due.

No cancellation is possible after the downloading or physical transmission of a photo in high definition.

V LIQUIDATED DAMAGES

Any use of the photos in breach of these General Licensing Terms and Conditions shall give rise to the payment of liquidated damages equal to five times the amount of the initial licence fees, without prejudice to any other right or remedy of the Agency.

In the event of the omission of the photo credits, two times the initial license fees due shall be payable.

VI LANGUAGE

These General Licensing Terms and Conditions have been drawn up in the French language, which is deemed the contractual language between the Agency and the Customer. If they are translated into any other language, the translation will be provided for information purposes only.

VII GOVERNING LAW AND JURISDICTION

The Agency and the Customer expressly confer jurisdiction to the courts of the location of the registered office of the Agency.