

Terms and conditions of use

Sales Manual Digital Media Library

Preamble

These general terms and conditions of use (hereafter referred to as “TCU”) aim to define the terms and conditions under which Users defined in Article 3.1 below may, on the one hand, access a range of photos, images and videos of the Public Establishment of the Palace, Museum and National Estate of Versailles (hereafter, “the EPV”), accessible via internet at www.chateauversailles.fr (hereafter, the “Digital Media Library”), and, on the other, use the photographs/images/videos (hereafter, “Visuals”) originating from it.

The use of this Digital Media Library is managed by the EPV and regulated by these TCU.

Part 1 – Digital media library access

ARTICLE 1 – SHARED SPACE

The EPV Digital Media Library is managed by the EPV located at: Palace of Versailles, RP 834, 78 008 Versailles, France.

The content of the EPV Digital Media Library is accessible online at: www.chateauversailles.fr

ARTICLE 2 – ACCEPTANCE OF THE TCU

Prior to accessing the Digital Media Library, the User accepts all of these TCU without reservation by ticking the validation checkbox before downloading any Visuals, and declares that they are authorised to act in the name and on behalf of the (natural or legal) person they represent, if applicable. In this capacity, the User engages their personal responsibility and that of the person they represent.

Non-acceptance of the TCU will prevent the User from downloading any Visuals from the Digital Media Library and from using such Visuals. The Digital Media Library, its contents (the Visuals) and the TCU may be modified at the discretion of and without prior notice from the EPV, which cannot be held responsible for the consequences of any such modifications.

Part 2 – Usage of the digital media library

ARTICLE 3 – USERS & USAGE OF THE PHOTO LIBRARY

3.1. USER STATUS

Access to the Digital Media Library and the use of Visuals originating from it are exclusively reserved for:

- Users working in tourism entities, including tourism institutions, and tourism professionals;
- not including their subsidiaries, branches and/or subcontractors (hereafter, “Users”).

3.2. AUTHORISED AND PROHIBITED USE(S)

The EPV hereby authorises Users of the Digital Media Library, under the conditions specified below, to use the Visuals worldwide, on a non-exclusive and free basis, exclusively for the promotion and advancement of the EPV.

In this regard, the User has the following rights:

- reproduction rights, including exclusively:
 - the right to store Visuals, to modify, compress or decompress them for storage, to process them digitally for the promotion and advancement of the EPV and its offerings;
 - the right to reproduce the Visuals, or have them reproduced, by printing multiple copies for the promotion and advancement of the EPV;
- distribution rights, including the right to disseminate the Visuals to the public by way of presentation, distribution on digital media, such as websites, social networks and mobile applications, and on printed media, such as brochures or leaflets, exclusively for the purpose of promoting the EPV and its offerings.

Any other use is strictly prohibited, unless the express and prior agreement of the EPV has been obtained. The prohibited uses include, but are not limited to, those for any commercial, advertising, partisan, immoral or offensive purpose, intended to denigrate persons (natural or legal) and goods, and/or any other use contravening the laws currently in force in France or in the country in which the Visuals are to be used.

Note that:

- the User undertakes to use the Digital Media Library solely for their own benefit and in compliance with the TCU;
- the User undertakes to act responsibly and, in particular, not to sell, resell, grant access or sub-access, distribute, make available, rent, or lease all or part of the Digital Media Library;
- the User undertakes to act in accordance with the purpose of the Digital Media Library and refrain from disrupting the integrity, performance and, more generally, the qualities of the Digital Media Library. In this regard, the User expressly undertakes not to download any elements containing software viruses or other computer codes, files or programmes designed to interrupt, destroy, or limit the functionality of the Digital Media Library, in whole or in part;
- capturing personal information, particularly (but not exclusively) with the aim of populating databases for commercial and/or advertising purposes, is prohibited and subject to sanctions;
- any adaptation is prohibited without the prior written authorisation of the EPV;
- regarding Visuals used on the internet, it is specified that, unless the prior written agreement of the EPV has been obtained, these Visuals may only be used to illustrate a site at a maximum size of 1280 x 1024 pixels (and with a maximum resolution of 72 dpi), and may not be offered for download or copied with a resolution or in a size at which they are easily reproducible in high resolution.

The present authorisation to use the Visuals from the Digital Media Library is valid for a maximum of five (5) years from the date of downloading the Visual or the date of first access to the Digital Media Library. Use of these Visuals beyond this deadline is strictly prohibited, even if you have downloaded them before. The range of Visuals contained in the Digital Media Library is subject to change.

The User undertakes, under penalty of recourse, to ensure that the usage of the Visuals is not:

- contrary to good morals and values (indecent, obscene, inciting alcohol or tobacco consumption);
- accompanied by comments of an injurious nature (offensive, insulting, contemptuous, racist, anti-Semitic, xenophobic) or of a defamatory nature (infringing on the honour or dignity or respect of a natural or legal person);
- contrary to the protection of individuals (minors or adults) and/or prejudicial to the reputation, privacy, or integrity of a person;
- inciting violence, hatred, or discrimination (based on origin, religious affiliation, or other);
- obscene, pornographic, or child pornographic in nature.

And, more generally, that the usage does not violate personality rights, copyright, image rights, related rights, trademark rights, and that it respects the image, reputation and historical and patrimonial dignity of the EPV.

In accordance with this principle, Users undertake, in particular, not to use the Visuals in any way that may create a political or religious connotation in the public mind, or in connection with alcohol/alcoholic beverages.

In the event that the User does not comply with all or part of the above stipulations, or that they use the Digital Media Library in a manner inconsistent with the TCU and which, in the estimation of the EPV, constitutes a threat to the security, integrity, availability, or quality of the Digital Media Library, the EPV may, at its discretion, immediately suspend the User's access to the Digital Media Library.

ARTICLE 4 – INTELLECTUAL PROPERTY AND IMAGE RIGHTS

All photographs, images, drawings, videos and other information (this list is not exhaustive) originating from this Digital Media Library are the property of the EPV and are subject to intellectual property and image rights (property and persons).

Consequently, failure to comply with intellectual property rights and/or requirements relating to images of property or persons will render the offender liable to legal proceedings. These TCU solely concern an authorisation to use Visuals (photographs, images, videos). No other authorisation is granted by these TCU.

In light of the foregoing, the EPV grants the User permission for a defined use of the selected Visuals on a temporary and non-exclusive basis. The User, who agrees to be strictly bound by these TCU, the instructions contained on the label attached to each Visual, and any other additional conditions that might be agreed between them and the EPV, shall refrain from transferring and/or granting (whether in whole or in part, and whether free of charge or for payment of any kind) the rights and/or media pertaining to the EPV or to the Visuals provided by the EPV.

No Visuals may be modified without the prior written agreement of the EPV. Resizing necessary for layout purposes (which should not distort the Visual) is acceptable, as long as the moral rights of the authors/performing artists are respected.

In addition, the User undertakes not to distort the Visual(s) and not to use all or part of the Visual(s) in a context that would harm (in particular but not exclusively) the authors and/or the persons depicted in the Visual(s).

ARTICLE 5 – CREDITS

The User must respect the moral rights of the authors and performing artists, as applicable, in accordance with the provisions of the French Intellectual Property Code.

When reproducing and/or publishing and/or depicting one or more Visuals, the User undertakes to reproduce the photo credit for the Visual clearly and in close proximity to the Visuals (or in an attached summary), with the following wording: “© Photographer’s or Videographer(s)'s name(s) / Château de Versailles” and to reproduce the visual caption to the Visuals provided, indicating, for example, the space/location within the EPV, without any modifications.

ARTICLE 6 – RIGHTS REGARDING THE VISUALS

All Visuals contained in the Digital Media Library are the exclusive property of the EPV or third parties, holders of intellectual property rights who have authorised the EPV to grant those rights.

Any use of these Visuals contrary to the foregoing and, more generally, to the rights of the EPV and its Visuals, is prohibited and constitutes an offence of counterfeiting, punishable by three years in prison and a fine of EUR 300,000 (French Intellectual Property Code, articles L 335-2 *et seq.*)

Part 3 – General provisions

ARTICLE 7 – PERSONAL DATA

The personal data requested is necessary for the performance of these TCU. The data is intended for the EPV, the data controller, for the purpose of delivering a contractual service. It may be transmitted, for the same purpose, to persons within the EPV authorised to know this information. It is kept for the duration of the authorisation indicated in Article 3.2. You have rights of access, rectification, erasure, objection and portability of your personal data, as well as the right to limit its processing, which you can exercise by sending an email to donneespersonnelles@chateauversailles.fr or by sending a letter to l’Etablissement public du château, du musée et du domaine national de Versailles – Direction de la communication– RP834 – 78000 Versailles, specifying your contact details and confirming your identity by whatever

means. You also have the right to establish general and specific guidelines defining how you intend these rights to be exercised after your death. You have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), the French supervisory authority responsible for compliance with obligations regarding personal data.

ARTICLE 8 – SECURITY AND RESPONSIBILITY

The Digital Media Library is accessible via the internet 24 hours a day, 7 days a week, except in cases of *force majeure*, events beyond the control of the EPV and/or the hosting company, possible breakdowns and/or interventions for maintenance and/or updates necessary to ensure the proper functioning of the services.

The EPV undertakes to implement all means at its disposal to ensure good-quality access to the Digital Media Library and to ensure reliable and fast uploading of the data it makes available.

The User acknowledges and agrees that the EPV shall have the right to change the names of the Digital Media Library or the technical means by which they are made available to the user. Furthermore, the User acknowledges and agrees that the EPV reserves the right to replace the Digital Media Library with one or more services offering equivalent or superior functionality to that offered by the Digital Media Library being replaced.

The User declares that they are aware of and accept the characteristics and limitations of the transmission of information via the internet and agree to bear the costs of their own connection to the network.

Consequently, the EPV cannot guarantee the absence of anomalies in data entry and/or display on screen and/or publication on paper. It is the User's responsibility to ensure that the technical characteristics of the hardware and software they are using enable satisfactory access to the Digital Media Library, and to take all appropriate measures to ensure protection from contamination by any viruses that might be present.

In all circumstances, the User explicitly acknowledges that the EPV can in no case be held responsible for any damage and/or loss, whether direct or indirect, resulting from a virus, hacking by a third party, loss of data and/or a program, an interrupted connection, server breakdown, an electrical problem, access times to the Digital Media Library, difficulties encountered by the User in connecting, consulting and/or downloading, inaccuracies, indexing

errors, delays in uploading data and/or any other anomalies (this list is not exhaustive).

ARTICLE 9 – GUARANTEES

The User shall use the Visuals in accordance with these TCU.

In the event that the User fails to comply with all or part of the provisions in the TCU and/or arising from the authorisations granted, the EPV reserves the right to suspend and/or restrict and/or prohibit access to the Digital Media Library, without prejudice to any legal proceedings.

Furthermore, in the event of improper use, the User shall indemnify the EPV against any recourse in law, prosecution, claim and/or demand made by any third party as a result of unauthorised use of the Visuals.

The EPV neither declares nor guarantees (i) that the use of the Digital Media Library will fulfil the specific needs of the User, (ii) that this use will be uninterrupted, considering that it also depends on technical environments other than those provided by the EPV and (iii) that the Digital Media Library is free from all errors, given that computer solutions are necessarily subject to uncertainties of all kinds.

ARTICLE 10 – PARTIAL INVALIDITY

Should one or more provisions of these TCU be held to be invalid or declared as such in application of a law, a regulation, or following a definitive decision of a competent court, the other provisions would retain their full force and scope.

ARTICLE 11 – APPLICABLE LAW AND DISPUTE

These TCU are subject to French law. The original language in which they are written is French. In the event of translation into one or more languages, the French text shall prevail in the event of a dispute.

Any disputes arising in relation to the interpretation or performance of these TCU are referred, after exhaustion of all amicable remedies, to the French judicial court of Nanterre.

The EPV shall not be held responsible or considered to have failed to comply with these TCU for any delay or non-performance, when the cause of the

delay or non-performance is related to a case of *force majeure* as defined by law.

ARTICLE 12 – CONTACTS

All requests regarding specific uses of Visuals or any claim or dispute relating to the TCU must be sent by email to the following address: relationclients@crm.chateauversailles.fr