

GENERAL TERMS OF SERVICE AND LEGAL NOTICE

1 - General terms of service

1.1 - Buyer

- By acquiring visual on the Fotoofoud website, the buyer says having read about, and understood the Legal notice and these present CGU/TOS (Terms of Service). He recognizes especially that photographic works sold on the Fotoofoud website are Protected by the articles of the Intellectual Property Code and the International conventions of literary and artistic property. He recognizes that they should be used, reproduced, represented, adapted or copied in part or in full, as this or Something that and any existing process to come up, in any place, in accordance with the rules contained in the CGU/TOS and Legal notice, and subject to compliance with legal and regulatory provisions.

Any utilization detrimental to photographic works for sale on the Fotoofoud website authors is strictly prohibited and may give rise to lawsuits.

- The term "photographic work" and / or "foto" or "photo" or "visual" generically includes the photo itself and the recipe that is possibly associated with it and a buyer would have acquired with its visual. All conditions stated below apply to both pictures and text of the recipes, insofar as they are byproducts of photographic works and cannot be sold without the visual.
- The purchaser of a license acquired on the Fotoofoud website recognizes that he is the sole user of the photographic work purchased. If the purchaser is a natural person, he acknowledges to be the sole owner and user of the acquired license. If it is a corporation, the acquired license concerns all members, employees, partners or officers, under the direct or indirect responsibility of the legal representatives of the corporation.
- Fotoofoud website does not grant right or guarantee in case of visible presence of trademarks and service marks (registered or unregistered), works of art or architecture, accessories marketed by a mark (registered or not), and generally goods or properties contained or represented in the pictures. Despite the surveillance by the site Fotoofoud, the buyer, who acknowledges, have to check before use that the necessary rights and permissions for the reproduction of images have been issued.
- By accepting the royalty-free license, the buyer of a photographic work acquires non-exclusive rights to use (unless otherwise agreed and full payment of the invoice corresponding to the agreement), non-transferable, unlimited in time and for the whole world of the photographic work, as follows:
 - Publication rights, reproduction, adaptation or representation in all media for purposes of illustration, information or promotion (except publication restrictions set by the author*).
 - The buyer of a photographic work is free to reproduce, edit, synchronize, display, distribute, print or otherwise use the photo acquired for media like magazines, newspapers, websites, blogs, social networks, advertising campaign marketing and display presentations and business newspapers, books and publishing, film and television, web and mobile applications, packaging and packaging of commercial products. These rights entail the obligation in any medium where this is legal and / or reasonably possible, to include the photo credit (as mentioned on each visual) closer to the relevant photographic work;

* The restriction of publication called abbreviated to "Advertising" includes the publication of all or part of a photographic work in any medium commercial and/or advertising, existing or to come up, except for the display which is the subject of an annex restriction.

- Backup Rights. The latter being limited to one copy;
- Networking rights: authorized on a file sharing system or a digital library network (intranet, extranet or internet). These rights are reasonably limited to 10 workstations.
- By buying a photographic work on the site Fotoofoud unless specifically approved and full payment of the invoice of the agreement, the buyer acknowledges being informed that he does not have the exclusive rights to this photographic work.
- The royalty free license, acquired in a purchase, prohibits:
 - Surrender, transfer or assignment of the rights of the buyer to a third party whatsoever. The royalty free license gives perpetual rights (except as described in the specific contracts) to only one purchaser, person or entity, during its period of existence.
 - Resale, the remunerated distribution, the marketing of the photographic work, whether in its original form, modified or cropped, interpreted or represented.
 - The networking outside the local network as mentioned above under "networking Rights".
 - The integration of all or part of photographic work to a trademark, service or a logo, in the elements of a brand or its name in the designs, unless otherwise agreed and full settlement of the invoice related to this agreement;
 - The use of all or part of a photographic work for the development or production of electronic or digital print templates for resale or any other distribution method (eg brochures, leaflets, flyers, visit cards, greeting cards, postcards, stickers);
 - The use of all or part of a photographic work on commercial support if it is participating in the principal value of the support: for example clothing, calendars, posters (printed on paper, canvas or any other material), articles stationery, and all other products intended for resale, with a license or not. This includes products like clothing, mugs, fashion accessories or beauty, postcards, stickers, posters and other creative product of promotions. These prohibitions also apply to web marketing accessories and customizable objects for websites.
 - Extraction or downloading photographic works under a procedure other than that imposed by the site Fotoofoud.
 - The use of a photographic work in a defamatory, pornographic or diverted context, or some other illegal way, in violation of the conditions of use of the royalty-free license. If a buyer uses all or part of a photographic work in a context or framework controversy (pornography, diseases or other), it must obtain the express consent of the author of the photographic work and of the website Fotoofoud, have fully settled the bill for this agreement, and indicate clearly, closer to the picture, that the photographic work is used for illustrative purposes only.
- The buyer of a photographic work acknowledges being informed that the use of a photographic work in digital media is authorized by its subcontractors under its responsibility and in accordance with the terms of the royalty-free license, and exclusively for the intended use for the project of the buyer. The buyer releasing from all liability the website Fotoofoud of any responsibility for incorrect, questionable or illegal use, whether voluntary or not, photographic works entrusted to his subcontractors in his name.

We recall that the free-royalty license acquired by a buyer does not confer any right to surrender the license to third parties. The authors of photographic works remain the owners of the economic rights and moral rights that protect the indisputable link between authors and their works.

- The buyer of one or more photographic works sold on the site Fotoofoud acknowledges having been informed that the license granted for the purchase of a work will be terminated without notice in the event of non-compliance with the Terms of the above without compensation or recourse, especially in case of illegal resale of the photographic work. Termination of this contract requires the immediate cessation of the use of the photographic work and the removing the photo in any sales support, backup or storage, including those made available to subcontractors.

1.2 - Seller

- By opening an account on the Fotoofoud website, the partner seller accepts the terms of this contract General terms of use and sale. This document is legally binding between the partner seller who puts his photos on sale on the Fotoofoud website below as "you" or "partner photographer", or "supplier" representing partner photographers and the Fotoofoud website.

- The partner photographer or the supplier declares to put on the market his photos on the Fotoofoud website voluntarily and unconditionally, under the terms and conditions of this contract.

The General terms of use and sale apply and remain in effect as long as the partner photographer offers photographs for sale on the website. They are cancelled at the removal partner photographer's profile, on his own decision or on the one of the Fotoofoud website.

If you do not subscribe unreservedly to the General terms of use, the Fotoofoud website recommends you not to open an account, or to follow the termination procedure called "Term and Termination".

- By this contract, the partner photographer or representative supplier for partners photographers, refers to the Fotoofoud website as a non-exclusive distributor to sell photos as royalty-free licence to third parties and around the world to collect the amounts of transactions and to pay the remuneration linked to sales under the terms of this contract (see remuneration Conditions).
- For any content downloaded from the website, partner or supplier photographer concedes the Fotoofoud site:
 - The right for the whole world to market and allow the right to download, publish, copy, use, reproduce, distribute, create derivative works, publish on packaging, print on commercial products, changing crop visual set for sale on the Fotoofoud site. These rules apply unreservedly if the photographer partner or supplier does not impose restrictions on publication of the downloaded pictures.
 - In addition to this right, the partner photographer or the supplier concedes Fotoofoud site the right to upload, reproduce, communicate to the public, adapt to its derivative works, modify crop visual on sale for the purpose of promoting the site and commercial activities. This includes, without any limitation, the use of the content and trademarks registered or unregistered pictures for sale for marketing and promotion on the website or by third parties. The Fotoofoud website will not pay any compensation to the photographer partner or supplier for the use of content for these purposes.
- By opening an account in your name and uploading video to the purpose of sale on the site Fotoofoud, partner or supplier photographer guarantees to be the sole copyright holder and property, or be expressly authorized representative or copyright owners and ownership of the downloaded content. By claiming to be the owner of those rights, partner or supplier photographer guarantees that he may grant the Fotoofoud site sales rights in this contract.
- The partner photographer or supplier opening an account on the Fotoofoud site to sell his photos declares unreservedly recognising the Fotoofoud site implementing commercially reasonable efforts to have the associated name with the content but discharge the Fotoofoud site of any responsibility if the associated name with the content is not mentioned. The photographer partner or supplier acknowledges and agrees that it is telling of use, in terms of commercial exploitation among others, that the name of the author of a photo is not mentioned, a picture can be changed or cropped, or illustrate a sensitive subject can be used and modified in a controversial or unflattering way.
- Imagery on sale
Uploading photos to sell them on the Fotoofoud site, partner photographer or copyright holder provider fully supports the following conditions:
 - When loading a recipe associated with an image, he certifies that he is the author of the recipe or holds the reproduction rights of this recipe.
 - He ensures that the uploaded images do not contain any obvious signs, except with the agreement with the owner of the mark visible on the photo or photos. This agreement must be provided to Fotoofoud site team in the same time of downloading. In the opposite case, the photos will be automatically rejected.
 - He ensures that the uploaded image does not contain any character.
 - He releases Fotoofoud from any liability in case of publication, if not or badly filled publication restrictions he wished to apply.
 - He admits his account may be deleted in case of a breach to the rules in General terms of use and sale and, in general, on a simple decision of Fotoofoud site without having to justify its decision.

- **Terms of payment**

The photographer partner recognises and accepts the terms of payment. Set by the Fotoofoud site as follows:

- The selling photographic works sold through the Fotoofoud site is 30% of the total amount collected by the sale of a work. The price is clearly indicated on the partner profile photographer, as the amount of his commission and fees charged for the monthly transfer of the collected commissions during that month.
- The sale commission is 40% starting from 100 pictures sold, and 50% starting from 1000 photos sold. The new commission rate applies to sold works from the month following the achieved level (100 or 1000 photos sold). It is not retroactive.
- The partner photographer is informed that no commission will be paid below 70 euros on his wallet. Half of the bank transfer fees are deducted from the commission, for each payment.

These terms of payment are to be revised and may be modified each year on January 1st.

- **Tax obligations**

The sale of content on the Fotoofoud site may be taxed as an income. Subscribing an account on Fotoofoud site, partner or supplier photographer expressly undertakes to declare to the tax authorities of his country, according to the rules, the income from the sale of imagery marketed on the Fotoofoud site. Any breach of this rule, reported from the tax authorities, the account will be immediately deleted without warning or notice.

2 - Legal notice

2.1 - Legal information

The website www.fotoofoud.com is the property of the Presse Partenaire company a, single-member limited liability company with capital of 5000 Euros, headquartered at Lieu-dit Laouzette, 32700 Saint-Avit-Frandat, registered in the Trade and Companies Register of Auch under the number 493 372 270, intra-community VAT number FR30493372270, e-mail address: francoise@delaforest.fr

The publishing director of the website is Françoise de La Forest Divonne, acting as manager.

The service provider ensuring direct and permanent storage is the company Nfrance (nfrance.com), headquartered at 4, rue Kennedy, 31000 Toulouse, France.

2.2 - Access and contents

- The user acknowledges that they have read the present notice and undertakes to comply with the provisions.
- Access to the website is free.
- However, certain parts of the website are accessible solely to users provided with an account and password. Access by users of the Internet website not possessing an account is strictly limited to the free area of the website.
- Any user of the website who does not possess an account shall be forbidden all access to the accounts and undertakes not to enter them or attempt to enter them. Such access shall be considered as fraudulent access under the provisions of the Penal Code.
- Should any user of the website not possessing an account enter into such an account, without having the right to do so, inadvertently, he/she undertakes to inform the website editor thereof at the following address: contact@fotoofoud.com or by mail to Presse Partenaire, lieu-dit Laouzette, 32700 Saint Avit Frandat.
- Should any user of the website not possessing an account enter into such an account, without having the right to do so, inadvertently, he/she undertakes to inform the website editor thereof at the following address: contact@fotoofoud.com or by mail to Presse Partenaire, lieu-dit Laouzette, 32700 Saint Avit Frandat.
- The user of the website acknowledges that he/she possesses the skills and means necessary to access and use this website.
- The user of the website acknowledges that he/she has verified that the information technology configuration used does not contain any viruses and that it is in perfect operating condition.
- Presse Partenaire shall endeavour to offer users information or tools that are available and verified, but cannot be held responsible for errors, for any lack of availability of functionality, or for the presence of viruses on its website.

- The website is accessible 24 hours out of 24 and 7 days out of 7. The website editor cannot however be held responsible for discontinuities in the website and its services, whether deliberate or otherwise. Furthermore, for maintenance reasons, the website editor may interrupt his/her website and shall make every effort to inform the users beforehand.
- The information supplied on the website is done so for information purposes only and shall not relieve the user from conducting an additional and personal analysis.
- The user undertakes to use the services of the website as well as all the information to which he/she shall have access only for purposes consistent with public order, morality and the rights of third parties.
- The user undertakes not to commit any action that may compromise the information technology security of the website or of the information systems of other users.
- The user undertakes not to interfere with or interrupt the normal operation of the website.
- The user undertakes, when requested, to only enter information concerning him/her that are complete, accurate and up-to-date.

2.3 - Data protection

The Presse Partenaire company, the controller, may conduct the processing of data of a personal nature as regards the data of the user, and which may have as purpose:

- the management of the relationship with the users;
- the accessing of, and benefiting from, the services offered on the website;
- the management and monitoring of the relationship with the customers and prospects in general;
- the management and monitoring of the relationships with the partner photographers;
- commercial and marketing management;
- the measurement of quality and satisfaction;
- the implementation of operations of communication, organization and sales prospecting¹, segmentation and personalization of offers;
- the management of the opinions of the Internet users where applicable;
- the compilation of commercial statistics;
- the organization of competition games, raffles and promotional operations;
- the management of payments;
- the management of security;
- the management of the electronic wallets of the photographers;
- the management of requests for the right of enquiry, access, correction and opposition.
- Required data are indicated in the data collection forms by an asterisk. If they are not present, any request related to this collection may not be processed or its processing may be delayed.

This information is intended for personnel authorized by Presse Partenaire, as well as any sub-contractors and partners for the abovementioned purposes.

- Moreover, the user is informed and accepts that some of the data items that he/she could be required to input are published on the website and therefore potentially accessible to any Internet user visiting said website (for example in the context of the publication of an opinion or comment.)
- In accordance with the provisions of the Act of 6 January 1978, the user is informed that he/she possesses the right of enquiry, access, and correction of data concerning him/her, as well as a right of opposition on legitimate grounds as well as a right of opposition for sales prospecting purposes.
- These rights are exercised by sending a letter accompanied by a copy of a signed identity card to the e-mail address contact@fotoofoud.com or to the postal address Presse Partenaire, lieu-dit Laouzette, 32700 Saint Avit Frandat.
- The user of the website is bound to comply with the provisions of the Act relating to information technology, computer files and civil liberties, the violation of which is liable to criminal prosecution.
- He/she must, in particular, as regards information of a personal nature to which he/she has access or could have access, abstain from any collection, from any misuse in general, and from any action liable to undermine the private life or reputation of a person.

2.4 - Intellectual property

- The contents of the website, the general structure as well as the software programmes, text, animated or non-animated images, photographs, its know-how and all other elements making up the website are the exclusive property of the Presse Partenaire company or of its licensor partners.
- Any total or partial representation of this website by any person whatsoever, without the express permission of the Presse Partenaire company, is prohibited and would constitute a forgery punishable by the articles of the Intellectual Property Code.
- The same applies to databases featuring, where applicable, on the Internet website that are protected by the Intellectual Property Code.
- The distinctive signs of the Presse Partenaire company and its partners, such as trademarks and logos featuring on the website, are protected by the Intellectual Property Code.
- Any total or partial reproduction of the distinctive signs carried out using the elements of the website without the express permission of the Presse Partenaire company is therefore prohibited under the Intellectual Property Code.
- Other distinctive signs, particularly company names, trade names, brands, and domain names reproduced on the website are the property of Presse Partenaire or of the third parties and any reproduction without express permission are grounds for the liability of its author.

2.5 - Links

- The users and visitors of the website cannot install a link to this website without the express and prior permission of the website editor.
- Under no circumstances may this permission be characterized as an implicit affiliation agreement.
- In any event, the links directing to the website must be removed at the first request of Presse Partenaire.
- Presse Partenaire reserves the option to install links on its website giving access to webpages other than those of its website.
- The users are formally informed that the websites they can access by way of the links do not belong to Presse Partenaire, which moreover reserves the right to delete said links offered by its website towards any third-party website, particularly if the latter were to become contrary to the regulations in effect and to its values.
- Presse Partenaire shall not be held liable for access by users via links installed within the framework of the website to other resources present on the Internet network, or for the contents of the information provided on these websites when activating the link.

2.6 - Credit

Credits for photographs put online on the website are specified on each photograph. They must mandatorily be indicated on each publication, closer to the picture, unless otherwise agreed or particular cases (see CGU/TOS). The credit must feature in full as indicated on the website.

2.7 - Applicable law and competent jurisdiction

- French law is applicable both for the rules of form and the rules of substance.
- Any dispute arising directly or indirectly from the use of the website shall be subject to the jurisdiction of the French courts.
- This article applies subject to the mandatory provisions that are to apply to the customer in the event of the latter acting as a consumer.

2.8 - Amendment of the present legal notice

- Presse Partenaire reserves the right to amend and update the present legal notice at any time and without prior notice.
- The user is therefore advised to view it regularly.
- Date of the last update: février 2016

2.9 - Personal data processing

According to the law of Data Protection of January 6th, 1978, you have the right to access, rectify, modify and delete all data concerning you. You can access the information we hold about you, correct it or object to any future transfer by writing to: contact@fotoofoud.com. You can also, for legitimate reasons, oppose the processing of your personal data. For more information on your rights, visit CNIL's website.