

Contributor Agreement

This translation is not contractual, and is given for information purposes only. Only the French version is authentic.

This Contributor Agreement is in addition to the General Conditions of Use (CGU) and the General Conditions of Sale (CGV) of the Site.

Downloadable versions of the documents are available as PDF files: Contributor Agreement, Terms and Conditions

In order to validate this contract, you must complete, sign and return this document in duplicate.

Definitions

The following definitions apply:

"TSFP" refers to Tahiti Stock Footage & Photos, or "The Site" www.tahitistockfootage.com

"Contributor Agency" means a user who is granted the status of Contributing Agent by Tahiti Stock Footage & Photos in its sole discretion

"Tahiti Stock Footage & Photos" means Tahiti Stock Footage & Photos or its directors, successors in business or any other person to whom it may grant or assign its rights under this contract.

"Tahiti Stock Footage & Photos" means the percentage of net license fees that Tahiti Stock Footage & Photos takes as agreed in this contract for licenses Photos and Video Tahiti Group Stock Footage & Photos means Tahiti Stock Footage & Photos and any future company within the meaning of the Companies Act.

"Clarified Funds" Tahiti Stock Footage & Photos operates a real-time system where sales are reported in the Contributor's account at the point of reporting when a customer pays by credit card or by any other means, or when an invoice is Sent to a customer during a purchase paid by a financing account (credits). Sales are posted on the accounts of the Licensors immediately and are listed as "gross". They will not be erased for at least 90 days from the date of sale. Credit card sales will automatically be deemed to be erased on Day 45 as long as transactions have not been returned as fraudulent, are not suspected of being fraudulent by Tahiti Stock Footage & Photos or in dispute. Amounts which are deemed to be erased in accordance with the above procedure.

"Credit Package" means a pre-paid credit plan, allowing the customer to benefit from a reduction according to the package, and to manage his budget. Credits can be used to purchase photo and / or video licenses.

"Licensor" means the owner of the copyright or if the registration has been completed in the name of the owner of the copyright by a company or the holder of that authorized entity. For the avoidance of doubt, if the registration is completed by an authorized employee on behalf of a company then the company is the Licensor. The term grantor also includes executors, administrators, heirs and assigns or assigns in the licensor's business.

"Copyright owner" means the person who is represented as the owner of the copyright throughout the image.

"Customer" means any third party, partnership, partnership or other entity that may be intermediaries or end-users and to whom a license is granted or proposed to be granted by Tahiti Stock Footage & Photos.

"Custom Pricing" means price agreements entered into with customers where Content are licensed for fixed amounts, which depend on the use or depend on the volume of Content purchased. These licensing prices may differ from those of the Tahiti Stock Footage & Photos license calculator.

"Image" or "Content" means any digitized photograph, image, illustration, video sequence or other image of any nature which at any time during the term of this contract that you submit to Tahiti Stock Footage & Photos.

"Violation" or "Counterfeiting" means the use of an image from Tahiti Stock Footage & Photos or its system and used without permission. The authorization must be in the form of a valid license or other eligible agreement.

"License Fee" means any amount actually received by Tahiti Stock Footage & Photos from any customer in respect of the license of an image whether it is a single payment or a fee paid time.

"Metadata" means the image information provided to Tahiti Stock Footage & Photos by the donor by any means including, but not limited to, the types of licenses, license restrictions, assignments of image rights or Title, captions, keywords, descriptions, shooting date, location, and alias.

"Assignment of Image Rights" means any written release signed by or on behalf of a living person or the estate of a deceased person or child whose resemblance is incorporated in whole or in part throughout the image .

"My account" means the pages of the site of the system in which your details are specified.

"Editorial or Current Content" means any "media": (i) where the subject matter and nature of the image has an immediacy, or has relevance to a current topic of interest, and (ii) is presented By the Licensor for inclusion in any Collection or other representation of such Content, and (iii) which is accepted by Tahiti Stock Footage & Photos as appropriate for inclusion in any Site Collection.

"Payment Provider" means any payment provider selected by Tahiti Stock Footage & Photos.

"Promotion / Marketing Materials" means promotional and marketing materials that include, but are not limited to, public relations material (for example, articles in magazines or newspapers, magazine / subscription competition, media Magazine cover, front, inside and back cover Content), events (eg inclusion of work in panels or other materials for Tahiti events Stock Footage & Photos and third party events with which Tahiti Stock Footage & Photos is involved, trade takes place), direct mail (eg inclusion of printed Content or a promotional piece, postcards), advertisements (eg magazine guides, magazines, Magazine inserts, advertising banners, ambient media, eg projection on a wall, image on a promotional coffee mug), newsletters by e - mail and text / image electronic - based promotions (for example, : Tahiti Stock Footage & Photos e - mail marketing, Tahiti Stock Footage & Photos e - newsletters, viral bulletins and contests), the list of search engines and promotion and Tahiti Stock Footage & Photos ratified social media sites and applications, Use in graphic information, provision of Content to third parties for use in image galleries (unaccompanied Content by copy) and editorials (Content accompanied by copy), websites and blogs in exchange Advertising, specific ad-hoc marketing campaigns, providing Content to third parties for use in conferences / presentations / opening speeches in exchange for advertising, and other uses by third parties in exchange Advertising.

"Property Transfer Rights" means any written release from the owner and / or occupant of a property whose authorization is necessary or desirable for the Content incorporating in whole or in part the property to be published worldwide .

"Pseudonym" means the name under which you sell your Content. Your default nickname is the name you gave when registering.

"Registration" means the online display on the system when completing the registration process and includes: your name and address. Your login information for your account with Tahiti Stock Footage & Photos. The terms and conditions of registration can be changed online and new details apply from the moment you, or any other person authorized on your behalf, modify the details contained in your account.

"Assignment" means an assignment of image rights of a person, owner or other assignment of a third party's right, including without limitation any copyright, trademark or Other intellectual property rights, which is necessary or desirable to obtain with respect to any image.

"Secondary uses" means the use of Content that are not primary use, including but not limited to photocopying, digitizing, printing and digital re-use, and the communication of Content that are part of composite works , Such as books and magazines, and licenses. This also refers to document supply services, uses made under educational licenses and uses made under cable retransmission, and also similar international uses Content paid through sampling systems, etc. For example, a student photocopying a magazine article with Content whose license for primary use of Content has been granted by Tahiti Stock Footage & Photos.

"System" means the online system operated by Tahiti Stock Footage & Photos including the website at www.tahitistockfootage.com and any other Internet-based system for licensing Content that Tahiti Stock Footage & Photos may operate under the Tahiti brand Stock Footage & Photos.

Terms and Conditions of Contract

ARTICLE 1 – Content or Media

1.1. "Content" means any digitized photograph, image, illustration, video sequence or other image of any nature whatsoever, sound effects, ambient sounds, music, that you submit at any time during the term of this contract to Tahiti Stock Footage & Photos.

1.2. The Content must comply with the technique, quality, content and any criteria and requirements of Tahiti Stock Footage & Photos appearing on the Tahiti Stock Footage & Photos website at the time of your request. You agree that Tahiti Stock Footage & Photos and third parties authorized by Tahiti Stock Footage & Photos have the right to remove any image that does not conform to any of these criteria or for any other reason at the sole discretion of Tahiti Stock Footage & Photos.

1.3. The acceptance of a Content by Tahiti Stock Footage & Photos is at the sole discretion of Tahiti Stock Footage & Photos and Tahiti Stock Footage & Photos may at any time refuse or delete the Content at absolute discretion and such material will no longer Part of the contract.

1.4. When making a CD or DVD presentation, Tahiti Stock Footage & Photos must safely destroy the physical media after downloading the Content to the system. When you submit Content to hard disk, Tahiti Stock Footage & Photos will return the hard drive at your expense after downloading the Content to the system. You agree that a copy of your files will be kept by Tahiti Stock Footage & Photos on a hard drive provided for this purpose. Similarly, you agree to keep a copy of the files provided by your own

means.

1.5. You agree that you are solely and exclusively responsible for all Content you submit and for all data that you store on the Tahiti Stock Footage & Photos servers. You acknowledge that Tahiti Stock Footage & Photos can not view all downloaded Content and is not responsible for Content. Tahiti Stock Footage & Photos keeps the service to make the Content available and does not limit your responsibility as to the Content you download on the system.

ARTICLE 2 - Submission and deletion of Content

2.1. You must assign the license types available on the site to each image you submit, and you must ensure that you understand the implications of each type of license you select.

2.2. You can not submit identical or similar Content to Tahiti Stock Footage & Photos at once in free rights and rights managed. The license type on Tahiti Stock Footage & Photos for an image must be the same as the license type for that image and similar Content that you have on other stock stock sites.

2.3. You must keep the system up to date by any method notified to you by Tahiti Stock Footage & Photos including the use of the Licensor section and any databases. Without limitation you must update Tahiti Stock Footage & Photos with regard to any sale on exclusive terms and done via the Tahiti Stock Footage & Photos system. If you give Tahiti Stock Footage & Photos to update the system, or if Tahiti Stock Footage & Photos updates the system for any reason, Tahiti Stock Footage & Photos will not be held responsible for errors or omissions.

2.4. You can delete all Content after one hundred and eighty (180) days, subject to the section titled "Prize and Promotion". This is in addition to your right to cancel the contract below.

2.5. You agree not to use the system for purposes of downloading, posting, emailing or otherwise processing or transmitting Content in violation of applicable law (including but not limited to Information that may be considered as an incitement to racial hatred, child pornography, slander, insult, instigation of rebellion, illegal description of violence, and / or infringement of copyright or Any intellectual property rights or violations of data protection laws) or which may otherwise be conceived as threatening, insulting, racist, abusive, vulgar and / or indecent or involving a violation of the personal sphere of a person Infringement of copyright or other intellectual property rights. 2.6. Under this agreement (subject to the restrictions set forth in the contract), you are entitled to provide your Content on a non-exclusive basis and may therefore sell your Content in any other way you want for as long as you comply with the terms of This contract.

ARTICLE 3 - Effects of removal

3.1. If an image is deleted, either by you or by Tahiti Stock Footage & Photos then all existing licenses will continue, and Tahiti Stock Footage & Photos will still be able to grant licenses for:

3.1.1. Content relating to a specific use that have already been downloaded by a customer for the purpose of such specific use prior to deletion, provided that Tahiti Stock Footage & Photos is authorized to grant licenses in accordance with this clause 3.1. 1 for a period of 1 year following erasure;

3.1.2. Content relating to a specific use for which Tahiti Stock Footage & Photos had entered into negotiations with any customer or distributor prior to the date of deletion, provided that Tahiti Stock Footage & Photos is authorized to grant licenses in accordance with this clause 3.1 .2 for a period of 1 year following removal;

3.1.3. Content that are reused, in accordance with clause 6.4.1.

3.2. You agree for yourself and the owner of the copyright that follows the termination that none of you will enter into any license or provision that conflicts with a license granted by Tahiti Stock Footage & Photos under this Agreement.

ARTICLE 4 - Guarantees

You warrant that:

4.1. You have given full and accurate information to your registration, full legal name, address and payment details and you will keep this information up to date at all times and provide and maintain a valid and accessible email address to Tahiti Stock Footage & Photos when you register or at a later date via my account, which we will use to contact you with contract notifications, operational updates, useful tips and other relevant information.

4.2. You are the owner of the copyright of the Content or have the authorization of the copyright owner to benefit from the contract and the owner of the copyright of the Content is the sole owner free of any rights of third parties, Of all copyright and all other intellectual property rights worldwide, except for rights that have already been authorized or granted for use of the image (s), and that therefore The image (s) does not infringe on the copyright of a third party, trademark, moral right or other intellectual property rights.

4.3. Where the contract is entered into by an agent on behalf of the owner of the copyright, the agent has the full authority of the owner of the copyright to conclude the contract.

4.4. You have the rights to grant, market, license, sell or assign all rights in the Content, including, but not limited to, the right to grant reproduction rights in the Content Digital media, printing, film, television, video, cable, computer, radio, cartoon, merchandising and / or Internet, to make Content available for reproduction on physical articles and articles including without limitation of Engravings and posters, to make Content available on electronic equipment, mobile phones and mobile devices, CD-ROMs, DVDs, digital data storage of optical disc and other media or via the Internet, and include them In catalogs, websites or marketing, in any form ("the rights"); Subject always to section 4.7, except for rights that have already been authorized or granted for the use of the image (s), and therefore the image (s) does not infringe rights Author of a third party, trademark, moral right or other intellectual property rights, there is no and there will not be during the term of this contract of limitation or restriction against Of Tahiti Stock Footage & Photos to license each image to a customer whenever possible.

4.5.1. You hold all necessary authorizations for the exploitation of the rights by third parties, including but not limited to subjects or owners of products or property represented in the Content and / or original clients for which the Content may Have been created. Any exercise of rights by Tahiti Stock Footage & Photos shall not violate the rights of any third party (including, without limitation, the person's image rights), in particular with respect to trademark laws , Copyright, indecency and obscenity, privacy, publicity and defamation throughout the world.

4.5.2. You hold all the necessary authorizations for the shooting and the exploitation of the rights of the subjects and protected species, in respect with the regulation of French Polynesia relating to the code of the environment (Law of the country n ° 2017-25 of the 5 October 2017, implementing decree no. 466 CM of 22 March 2018).

4.5.3. You hold all the authorizations and permits necessary for the aerial photography by drone in the respect of the regulation in force and the exploitation of the rights as defined previously.

4.6. When you have indicated that a right of transfer of person or property image, or any other assignment of rights of a third party, including without limitation, any copyright, trademark or other proprietary right is available; The assignment of rights shall be (a) legally binding and (b) authorize all uses of Content throughout the world, including without limitation, uses in connection with sensitive matters; You must make the assignment of rights available for Tahiti Stock Footage & Photos if required.

4.7. You have entered the appropriate system fields the license restrictions you wish to apply and cover all rights that have already been granted or granted for use of the image (s). Tahiti Stock Footage & Photos also reserves the right to define license restrictions in relation to Content.

4.8. You grant the customer the right to modify the Content, including any resizing, graphic and / or colorimetric and other transformations, combination and creation of derived Content so long as this modification is not pornographic, defamatory or otherwise illegal. You agree that the person who created the image has waived all moral rights to the use of the image in accordance with this contract by Tahiti Stock Footage & Photos, its customers or other third parties .

4.9. There shall be no claim by any other party in connection with the use or reproduction of any of the Content.

4.10. You ensure that all metadata including, but not limited to, captions, keywords, descriptions and pseudonyms, rights management or other image information are and will remain accurate and factual without prejudice to the right of access, Author or other rights of third parties, and are not defamatory or pornographic.

4.11. Any information provided for posting with any image, including subtitles, keywords, pseudonyms, agency names, and descriptions includes only information about the image itself, copyright and Rights management, and does not include contact information, web addresses, or hyperlinks.

4.12. In the event that Tahiti Stock Footage & Photos has licensed an image to one of its customers, you agree not to contact the customer for any reason whatsoever relating to the sale or use of the 'picture'. With respect to alleged copyright infringements, you agree to contact Tahiti Stock Footage & Photos First to verify that there is no downloading or misuse before contacting the user of The image and not to contact the customer if Tahiti Stock Footage & Photos informs you that there is a download or license in good standing.

4.13. When your image (s) is included in the listing of search engines and promotion, under Article 15.1, no claim will be made by you, for copyright infringement with respect to the displayed Content.

4.14. The image was not taken in a place where photography for commercial purposes is prohibited, for example, some museums, art galleries and other buildings or public or private places.

ARTICLE 5 - Indemnities

5.1. You agree to indemnify, defend upon demand of Tahiti Stock Footage & Photos and ensure the protection of Tahiti Stock Footage & Photos and the licensees and assigns from any injury, damage, liability or expense in the event there has been a violation of your statements, obligations and warranties in this contract. This paragraph shall remain in force after the termination of this contract.

ARTICLE 6 - Appointment of Tahiti Stock Footage & Photos

6.1. You authorize, non-exclusively, Tahiti Stock Footage & Photos to exploit all rights in the Content in the territory in all media and current and forthcoming formats without limitation, using the system.

6.2. When you authorize Tahiti Stock Footage & Photos to grant Royalty licensed rights with regard to an image, Tahiti Stock Footage & Photos may modify the licenses it grants in respect of this royalty-free image Giving 45 days notice at any time. If you notify Tahiti Stock Footage & Photos during the 45-day notice period and you do not agree to such a change then Tahiti Stock Footage & Photos may either continue to issue licenses based on the type of Original license under this image or, at the option of Tahiti Stock Footage & Photos, may remove this image from the System.

6.3. You may authorize Tahiti Stock Footage & Photos to grant editorial use licenses for all of your Content. You can confirm this authorization on the Tahiti Stock Footage & Photos website or by email. You may terminate the right of Tahiti Stock Footage & Photos to grant editorial licenses to your Content at any time through the editorial use page on Tahiti Stock Footage & Photos without prejudice to your General termination rights under this contract.

6.4. Tahiti Stock Footage & Photos has full authority to negotiate all commission terms, licenses and reproduction rights in the Content, including fees, duration and scope of any license. You authorize Tahiti Stock Footage & Photos to accept any resizing, graphic or other transformation, combination and creation of derived Content.

6.4.1. When there is a renewal of a Content license that has already been authorized to a customer, if the content in which the image (s) is to be used is identical or very similar to that of the previous use (for example, Extensions of print tracks, foreign language versions, new editions and reproduction in new or different forms of media), Tahiti Stock Footage & Photos is licensed to reuse on terms and conditions, And availability in place at the time of the original license. This clause will remain in effect even after the termination of this Agreement or the deletion of the Content.

6.5. Tahiti Stock Footage & Photos has the right to add, modify or remove metadata for an image if Tahiti Stock Footage & Photos' opinion is likely to increase the sales potential for this image or if it thinks that the metadata is Incorrect. 6.6. Tahiti Stock Footage & Photos has the right to define and agree the price at its absolute discretion.

6.7. You authorize Tahiti Stock Footage & Photos to add Content to one or more of its databases. 6.8. You authorize Tahiti Stock Footage & Photos to grant licenses to use your Video Content on the entire sequence as permitted by the system, in the form of ready-to-use licenses, AND, if applicable, authorize Tahiti Stock Footage & Photos To grant licenses to use your Video Content per second, prorated on a pro rata basis.

ARTICLE 7 - The obligations of Tahiti Stock Footage & Photos

7.1. Tahiti Stock Footage & Photos makes every effort to grant the licenses you requested. However, if Tahiti Stock Footage & Photos (or one of its distributors) sells an image outside of the conditions specified by you, it will not be held responsible for loss of profit.

7.2. Tahiti Stock Footage & Photos makes every effort, using the system, to obtain license fees.

7.3. Tahiti Stock Footage & Photos must act as holder with regard to Content and not acting as agent.

7.4. When you are an agent for the copyright owner, the contractual relationship is only with you.

ARTICLE 8 - Awards and Promotion

8.1. Tahiti Stock Footage & Photos may offer a customized price to some of its customers in terms of Content under rights managed with or without exclusivity and Free Content of Rights, ie price contracts concluded with customers where Content are sold under license for negotiated amounts (for example, the sale of footage per second), which depend on the use or depend on the volumes of Content purchased. These licensing prices may differ from those of the Tahiti Stock Footage & Photos automatic license calculation and you agree that licensing of your Content may be permitted at these rates without consulting Tahiti Stock Footage & Photos.

8.2. Tahiti Stock Footage & Photos offers its customers the possibility to price all the Content on its site using a calculator of license. You accept the sale on Tahiti Stock Footage & Pictures Pictures at the price of this calculator without Tahiti Stock Footage & Photos consults you.

8.3. Promotion - Tahiti Stock Footage & Photos has the right to offer customers special promotions on Content to promote the service Tahiti Stock Footage & Photos without Tahiti Stock Footage & Photos consults you. Promotions may include, but are not limited to: 8.3.1. The acquisition of new customers; Or 8.3.2. Stimulate the purchase of existing customers by offering discounts.

8.4. As a Licensor you can set your own prices for your Royalty-Free Content (but not for managed editorial or usage license image rights). Agency staff can provide prices via a spreadsheet or by any other means agreed upon with Tahiti Stock Footage & Photos. Tahiti Stock Footage & Photos always has the right to fix its prices freely in accordance with the previous clauses.

ARTICLE 9 - Licenses for editorial use

(Participation in editorial use is optional)

If you grant rights of editorial use, you authorize Tahiti Stock Footage & Photos to sell your licensed Content and determine the price.

ARTICLE 10 - Credits, Mentions of Copyright and Promotion

10.1. Customers of Tahiti Stock Footage & Photos using the Content are required to credit your "Pseudonym / Tahiti Stock Footage & Photos" or, if applicable, the name "Contributor Agency / Tahiti Stock Footage & Photos" or alternatively "Tahiti Stock Footage & Photos ».

10.2. Tahiti Stock Footage & Photos can not guarantee a photo credit in any case, and will not be held responsible if a photo credit is not made. Tahiti Stock Footage & Photos can not guarantee if a photo credit is being made showing your pseudonym or where applicable your name Agency Contributor.

10.3. Tahiti Stock Footage & Photos has the right, including in advertising and media advertising, to use your name to advertise and promote the system and / or brand Tahiti Stock Footage & Photos.

10.4. Provided you acknowledge the rights of Tahiti Stock Footage & Photos, you may use the Tahiti Stock Footage & Photos in any promotion or legal publicity without the prior written consent of Tahiti Stock Footage & Photos. Any pornographic, illegal, defamatory or other use is not permitted. Tahiti Stock Footage & Photos shall have the right to revoke this authorization if it deems the use of its marks inappropriate.

ARTICLE 11 - Declarations and Payment

11.1. For the purposes of this clause;

11.1.1. "Net income" means the gross revenue from the exploitation of the rights minus:

11.1.1.1. Commission Tahiti Stock Footage & Photos, amounting to 50% on license sales, that you authorize Tahiti Stock Footage & Photos to deduct and withhold.

11.1.1.2. All amounts deducted, if any, the sequencing work entrusted by you to Tahiti Stock Footage & Photos, according to the tariff provided for in appendix.

11.2. As soon as a license is purchased by a customer paying by credit card or when an invoice is made to a customer, or when a paying customer by Package of Credits subscribes to the Site previously, Tahiti Stock Footage & (On your account). The report is in Euros and must:

11.2.1. Specify the license (s) granted;

11.2.2. For each rights-managed license, includes the license details;

11.2.3. For each free license, includes details and file size;

11.3. Tahiti Stock Footage & Photos will send you an invoice issued on your behalf and containing this information, according to the conditions issued:

11.3.1. Net income,

11.3.2. If you are liable for VAT in French Polynesia, the VAT at the current rate for services.

11.3.3. Less the debit balance on your account; Tahiti Stock Footage & Photos will pay you within 30 days, in Pacific Francs or Euros. The method of payment is determined by you by registering on your account, according to the means proposed on the Site, either by your Paypal account or other similar payment method, or bank transfer, or by check in XPF (in French Polynesia only).

11.4. The payment due for each month indicated in the return is paid to you in the currency specified on your account. However, no payment will be made and the amount will be carried forward to the next

11.4.1. The amount due is less than 150 Euros (17900 XPF) or a lower amount as published on the Tahiti Stock Footage & Photos website, or

11.4.2. We have tried to pay you and your details are incorrect and are not updated, or

11.4.3. We no longer accept the method of payment you have chosen.

11.5. If any amount owed to you has a fraction of a cent, we may, at our discretion, round the fraction either upwards or downwards to the whole of the cent.

11.6. The amounts due to you where you are not paid in Euros are converted to the Pacific Francs at the official rate.

11.7. Tahiti Stock Footage & Photos can be recovered by debiting the account of a licensor or otherwise:

11.7.1. Any amount credited inadvertently or inadvertently to your account.

11.7.2. Any amount owing by you to Tahiti Stock Footage & Photos if you are also a buyer of Tahiti Stock Footage & Photos.

11.7.3. All costs and handling costs incurred by Tahiti Stock Footage & Photos payable by you, including without limitation the non-payment of postage to Tahiti Stock Footage & Photos, taxes to Import charges, your bank charges re-invoiced to the payment provider of Tahiti Stock Footage & Photos.

11.7.4. All other amounts owed by you to Tahiti Stock Footage & Photos including, where Tahiti Stock Footage & Photos is entitled to be indemnified by you under the conditions set forth in Article 5, representing an amount representing the total amount Of the allowance.

11.8. The license fees invoiced to customers in currencies other than the Franc Pacific XPF are recorded on your declarations in Euros. The exchange rate used is the official exchange rate.

ARTICLE 12 - Licensors liable for VAT in French Polynesia, and self-invoicing

12.1. You must inform Tahiti Stock Footage & Photos if you are liable for VAT in French Polynesia and must inform Tahiti Stock Footage & Photos of any change, including any change in your status, a change in your TAHITI number or if you sell all or Part of your business.

12.2. If you are liable for VAT in French Polynesia, you agree that Tahiti Stock Footage & Photos will self-invoice on your behalf for supplies taxable by you to Tahiti Stock Footage & Photos. The self-billed invoices will include your name, address and VAT number, as well as all other details that make up a complete VAT invoice.

12.4. If it is subsequently found that you are not liable for VAT or have failed to provide accurate and up-to-date information relating to your VAT status, then it will be immediately requested by Tahiti Stock Footage & Photos to refund Tahiti Stock Footage & Photos any VAT paid incorrectly (as well as interest and associated penalties incurred by Tahiti Stock Footage & Photos). Tahiti Stock Footage & Photos can recover by debiting your account any sum due to Tahiti Stock Footage & Photos with regard to tax and interest or penalties associated.

12.5. If you are not liable for VAT in French Polynesia, the invoice issued on your behalf by Tahiti Stock Footage & Photos will include your information and the net amount to be paid to you.

ARTICLE 13 - Advertising and Promotion of Tahiti Stock Footage & Photos

13.1. You agree that the Content may be used worldwide and in any medium for the benefit of Tahiti Stock Footage & Photos without charge and without your prior consent or approval of promotional / marketing materials or in any other way at the sole discretion of Tahiti Stock Footage & Photos, designed to promote the sale of Content and / or awareness to enhance the name / brand of Tahiti Stock Footage & Photos or Licensor, subject to the following:

13.2. If the Content were used in promotional / marketing materials before the account closure and / or removal of these Content will be allowed to remain in that specific promotional / marketing material;

13.3. For the avoidance of doubt, Content that have been removed, and / or subject to account closure,

will not be used in new promotional / marketing materials;

13.4. To avoid any doubt the promotional / marketing materials also including articles and interviews featuring Tahiti Stock Footage & Photos and / or its imagery, social media and search engines advertising and promotion, including but not limited to , "Google Content".

13.5. When Content are used to promote the name / brand of Tahiti Stock Footage & Photos in general, Tahiti Stock Footage & Photos will make its best efforts to provide you with a photo credit, but if Tahiti Stock Footage & Photos can not guarantee you this Photo credit, it will not be held responsible.

13.6. You agree that we have the right to modify Content, including resizing, manipulating, combining, and creating derivative Content while using the Content as part of advertising and promotion. Modification is not pornographic, defamatory or otherwise unlawful.

ARTICLE 14 - Violations of Customer Licenses and Defaults

14.1. You acknowledge that Tahiti Stock Footage & Photos has no obligation to perform any verification or verify the character, position or financial condition of any customer.

14.2. Each party shall promptly inform the other of any actual or alleged infringement of copyright, loss of Content, violation of moral rights or other material giving rise to the threat of a proceeding or claim, or With regard to one of the Content. In the event of alleged violation of a license by a customer or any other infringement of the intellectual property or other rights in an image, Tahiti Stock Footage & Photos may either take action against the customer or else Leaves the choice to take action.

14.3. If Tahiti Stock Footage & Photos takes action, Tahiti Stock Footage & Photos can (but should not be obliged to):

14.3.1. Claim and take such action as may be necessary. Fifty percent (50%) of all amounts recovered by Tahiti Stock Footage & Photos in connection with such claims or actions (after deduction of the first collection and reasonable legal costs incurred by Tahiti Stock Footage & Photos) will be refunded to you.

14.3.2. If you take action then the sole obligation of Tahiti Stock Footage & Photos is at your request and at your expense, to assist you in any action you may take by verifying the terms of the concluded contract. Before giving this help Tahiti Stock Footage & Photos may require you to have compensated it for all costs and expenses of any action.

14.4. You agree that when Tahiti Stock Footage & Photos incurs legal and / or other specific costs relating to an amount owed by a customer that these costs will be compensated by Tahiti Stock Footage & Photos before your repayment. To avoid any doubt, a debt must be partially erased by a customer then Tahiti Stock Footage & Photos will recover its specific costs first and then divide the remaining amount by respecting the commission amount in effect at the time the debt was invoiced . Tahiti Stock Footage & Photos is not required to continue paying debts owed by customers if, from its point of view, recovery prospects are not good enough to justify the likely collection costs.

14.5. If a customer is declared insolvent or is liquidated in front of money in Tahiti Stock Footage & Photos, the debt will be erased.

ARTICLE 15 - Loss of Content or System Failure

15.1. Due to the nature of the server delivery, lost downtime and transmissions may occur. In recognition

of this, it is agreed that Tahiti Stock Footage & Photos has no liability to any Licensor or owner of copyright in respect of:

15.1. The loss of any image or any damage or damage to any image on the system; or

15.1.2. Any system failure that causes lost license rights.

15.2. Licensors are responsible for maintaining original and digital backup copies of all Content submitted to Tahiti Stock Footage & Photos and will provide replacement digital copies to Tahiti Stock Footage & Photos on request at any time.

15.3. Tahiti Stock Footage & Photos has the right to modify the system or delete an online download facility at any time.

ARTICLE 16 - Responsibility of Tahiti Stock Footage & Photos

16.1. The liability of Tahiti Stock Footage & Photos for negligence or breach of any of the provisions of this contract shall not:

16.1.1. Exceed the total commissions payable to Tahiti Stock Footage & Photos during the 12 month period preceding the negligence or default.

16.1.2. Be claimed more than 12 months after the date of the alleged violation.

16.2. Tahiti Stock Footage & Photos has no liability to you for any loss of profit or indirect, special or consequential loss, damages, costs, expenses or other claims (or not caused by the negligence of Tahiti Stock Footage & Photos, its employees And representatives)

ARTICLE 17 - Amendment

Tahiti Stock Footage & Photos may change this contract at any time or remove any of its provisions or add new provisions by giving you 30 days notice. If you do not accept the changes, you have the right to terminate this Agreement by giving written notice to Tahiti Stock Footage & Photos in accordance with the provisions of clause 18.1.2.5.

ARTICLE 18 - Termination

18.1. You can terminate this contract:

18.1.1. At any time with notice of 30 days notified to Tahiti Stock Footage & Photos;

18.1.2. Immediately by written notice to Tahiti Stock Footage & Photos if Tahiti Stock Footage & Photos:

18.1.2.1. Infringes the terms of this contract and which breach is not solvent of any effective remedy; or

18.1.2.2. Contravenes a term of this contract that is not remedied within 30 days of the date of a notice of violation and requires the parties to comply with that term.

18.1.2.3. Goes into judicial liquidation.

18.1.2.4. Ceases to carry on its operation of the system.

18.1.2.5. Where Tahiti Stock Footage & Photos gives 30 days notice to vary the contract pursuant to Article 18.1 by written notice to Tahiti Stock Footage Photos at any time during that 30-day period expiring at the end of -this.

18.2. Tahiti Stock Footage & Photos may terminate this contract:

18.2.1. On 30 days notice for you at any time;

18.2.2. Immediately upon written notice to you if:

18.2.2.1. You do not comply with the terms of this contract that the violation is not capable of effective remedy; or

18.2.2.2. You are in breach of any term of this contract but not remedied within 30 days of the date of notice of violation and requiring parties to comply with this term.

18.2.2.3. You are in collective proceedings declared before the commercial court.

18.2.2.4. Tahiti Stock Footage & Photos decides to end its operation of the system.

18.2.2.5. Tahiti Stock Footage & Photos may, at its discretion, without terminating this contract in relation to your other Content, delete any individual image (s) at any time.

18.3. In case of termination Tahiti Stock Footage & Photos must;

18.3.1. Remove from its website and its servers each image provided by you in respect of a terminated contract;

18.3.2. Continue to be accountable to you for licenses granted prior to termination or licenses granted as permitted elsewhere in this Contract, including in accordance with Clauses 3.1.3 and 6.4.1;

18.3.3. Do not return you any data, relating to an image or an image itself.

18.4. The denunciation does not prejudice the existing licenses or any negotiation that Tahiti Stock Footage & Photos has properly entered into with a third party before the termination date or the licensing of the Content already downloaded by a customer prior to the termination.

18.5. You agree that you and the copyright owner shall not terminate any license or provision that conflicts with any license granted during the term of this contract by Tahiti Stock Footage & Photos.

ARTICLE 19 - Notice

19.1. Any notice under this contract may be sent by electronic means to the e-mail address provided by each party and may also be sent by registered mail with postal receipt notice to the name and address notified in accordance with this notice. clause.

19.2. Tahiti Stock Footage & Photos can also mean a notice by a display on its website.

19.3. Tahiti Stock Footage & Photos may contact you at the e-mail address, postal address, given

telephone number, or by any other means of communication, including social media, when you register as Licensor Or indicated on your account at a later date.

ARTICLE 20 - Assignment

20.1. This contract will continue for the benefit of your successors in title and transferees. You may not assign the contract with the prior written consent of Tahiti Stock Footage & Photos.

20.2. Tahiti Stock Footage & Photos may award this contract to any member of the Tahiti Group Stock Footage & Photos or a third party.

ARTICLE 21 - Disputes and Courts

This contract is governed and interpreted by French law, adapted to the relative competences vested in French Polynesia. The language of this contract is French. Any translation which is present on the site is given as an indication. In case of disputes concerning the interpretation or execution of this contract where the parties do not find amicable agreement, the courts of French Polynesia are competent.

Last update : december 2016