

Terms of Use (GTC) of the site TAHITISTOCKFOOTAGE.COM

Language and Conditions

Tahiti Stock Footage & Photos provides you with a translation of the French version of the Terms and Conditions, you acknowledge that this translation is provided for information only and that the French version of these Terms governs the contractual relationship between you and Tahiti Stock Footage & Photos.

If the French version of the Conditions and their translation contradict each other, the French version has priority.

ARTICLE 1: Purpose

The present "general conditions of use" have for object the legal framework of the modalities of making available the services of the site TahitiStockFootage.com and their use by the "User".

The general conditions of use must be accepted by any user wishing to access the site. They constitute the contract between the site and the user. Access to the site by the user means acceptance of these terms and conditions of use and our privacy policy.

In case of non-acceptance of the general conditions of use stipulated in this contract as well as the privacy policy, the user must renounce access to the services offered by the site.

TahitiStockFootage.com reserves the right to modify unilaterally and at any time the content of these terms and conditions of use, as well as its privacy policy.

ARTICLE 2: Legal notices

The edition of the TahitiStockFootage.com site is provided by:

Nicolas Malivet, physical person, name Tahiti Stock Footage & Photos

Headquarters: 5 Quartier Degage, Faaa 98702 Tahiti, French Polynesia

RCS Papeete 03493A

N ° TAHITI 654897

email: info@tahitistockfootage.com

Gsm: +689/87 297 510

The Director of the publication is Mr Nicolas Malivet.

The web host of www.tahitistockfootage.com is OVH, SAS with a capital of € 10,069,020, whose registered office is located at 2 rue Kellermann - 59100 Roubaix – France.

ARTICLE 3: Definitions

The purpose of this clause is to define the various essential terms of the contract:

The Site: designates www.tahitistockfootage.com and Tahiti Stock Footage & Photos and TSFP

User: This term means any person who uses the site or one of the services offered by the site.

User Content: These are the data transmitted by the User within the site.

Member, Buyer: The User becomes a member when it is identified on the site.

Username and Password: This is all the information necessary to identify a User on the site. The username and the password allow the User to access services reserved for the members of the site. The password is confidential.

Content (digital): these are digital files, photographs, illustrations, images, video or sound clips available for sale under license under rights-managed or free rights.

Licensor: The user becomes the licensor when he has signed the Agreement with the site and his representative, in order to be able to deposit his own content and to withdraw a commission on his respective sales. It grants to TahitiStockFootage.com and its representative the right to sell its own licensed content to customers.

Contract, License Agreement, License: agreement between the client and the site upon payment and download of the content for use, duration, territory. The agreement is published and downloadable on the customer's account, or received by e-mail.

ARTICLE 4: Access to Services

The site allows the user free access to the following services:

Viewing of the low-resolution image bank, and the purchase of rights-licensed licenses and free rights to photographs and video sequences in the form of downloadable digital files.

TahitiStockFootage.com operates as a licensing site for video content, photographs, audio and vector files. The site acts solely as a service provider for the storage of materials on its systems or networks intended for users of Tahiti Stock Footage & Photos.

The site is accessible free of charge to any user with Internet access. All the costs incurred by the latter in accessing the service (hardware, software, Internet connection, etc.) shall be borne by the latter.

The non-member user does not have access to member services. To do this, it must identify itself with its username and password.

Opening an account Member:

The user becomes a Member with the status of Buyer by clicking on «Register», accepting the GTC and GTC, and filling carefully the fields reserved for his identification. The latter can be used to publish an invoice after a possible purchase of a license. The data collected will never be delivered to third parties. Buyer status allows the user to purchase the license to operate the Photos and / or Videos Content.

The site uses all means at its disposal to ensure quality access to its services. The obligation being means, the site does not commit to achieve this result.

Any event due to a case of force majeure resulting in a malfunction of the network or the server does not engage the responsibility of TahitiStockFootage.com nor of its representative.

Access to the site's services may be interrupted, suspended, changed at any time without prior notice for maintenance or in any other case. The user undertakes not to claim any compensation following the interruption, suspension or modification of this contract.

The User may contact the site by e-mail at info@tahitistockfootage.com.

ARTICLE 5: Availability

TSFP makes every effort to ensure that the service is available to the licensor without, however, being able to guarantee that the service will not be punctually and temporarily interrupted and / or inaccessible, due to the technical nature of the networks.

TSFP reserves the right at any time to temporarily interrupt the service or partially, in order to carry out any corrective and / or evolutionary maintenance intervention or for any other technical reasons. TSFP will endeavor to limit the duration of intervention to the maximum extent possible.

Consequently, the grantor waives any claim for compensation in the event of service interruption.

ARTICLE 6: Intellectual Property

6.1. Tahitian Intellectual Property Stock Footage & Photos

The trademarks, logos, signs, and any other content of the site are protected by the Code of the intellectual property applicable in French Polynesia and more particularly by the copyright.

The site contains videos, movie sequences, photographs and / or other audio, audio-visual or visual works available for use under license under the terms of the rights-licensed or licensed rights to the Site. Audio-visual and photographic content is the property of the Site's licensors.

6.2. Intellectual Property Content

The content available on this site is the exclusive property of Tahiti Licensors Stock Footage & Photos.

You are authorized by license (free of rights or rights managed) to download the content from this site for the purpose, duration, territory and conditions specified on your invoice and the contract for that license.

The content remains the property of the Licensors of Tahiti Stock Footage & Photos for the duration of the license, you are strictly prohibited from selling, renting, sublicensing, sub-distributing, or otherwise marketing the content to any third- Other than those agreed and specified on your invoice for this license.

As the content remains the property of the Licensors of Tahiti Stock Footage & Photos for the duration of the license:

You may not use it, in whole or in part, as a corporate or personal trademark or logo.

You must not synchronize music or audio tracks with the content unless you have full legal authority and consent from third parties.

You should not use the content as a screensaver, wallpaper, or any similar use on any computer, mobile phone or similar device.

You may not use the Content for any purpose that is unlawful, immoral, defamatory, or constitutes a breach of contract, breach of intellectual property of a third party, breach of trust, disregard or otherwise In any jurisdiction in the world.

You must take reasonable precautions to ensure that the intellectual property rights of Tahiti Stock Footage & Photos and Licensors are protected, including taking precautions to ensure that the Content is not downloaded, copied, printed by third parties or otherwise Modified, re-imaged or modified in any way.

ARTICLE 7: Personal Data

As stipulated in the conditions of confidentiality, the information requested at the registration on the site is necessary and obligatory for the creation of the account of the user. In particular, the email address may be used by the site for the administration, management and animation of the service.

The site assures the user a collection and treatment of personal information in the respect of the private life in accordance with the law n ° 78-17 modified of January 6th, 1978 relating to the computing, the files and the liberties. The site is declared to the CNIL under number 2034948v0.

According to the regulations in force, the User has the right to access, rectify, delete and oppose his personal data. The User exercises this right via:

Personal space;

A contact form;

By email to tahitistockfootage@gmail.com.

ARTICLE 8: Liability and Force Majeure

The sources of information disseminated on the site are deemed reliable. However, the site reserves the possibility of a non-guarantee of the reliability of the sources. The information given on the site is purely informative. Thus, the user assumes sole responsibility for the use of the information and contents of this site.

The Site makes no warranties or representations, express or implied, other than those implied by law, with respect to the supply or use of the Content under this Agreement. The site does not warrant that the service will be fully operational at any time or without error to provide the content.

The site does not guarantee that the chosen content is suitable for your project. It will not be liable for any damages arising from the application of the content selected by you for your project.

Under no circumstances can the site be liable to you for the provision of content.

Without limiting the scope of liability provisions and exclusions, the maximum aggregate liability for any loss or omission arising out of your use of the Content is agreed to be strictly limited to the license fees of the content you paid to the Site.

The user makes sure to keep his password secret. Any disclosure of the password, regardless of its form, is prohibited.

The user assumes the risks associated with the use of his username and password. The site declines all responsibility.

Any use of the service by the user which directly or indirectly results in damage must be compensated in favor of the site.

An optimal guarantee of the security and the confidentiality of the data transmitted is not assured by the site. However, the site undertakes to use all necessary means to guarantee the security and confidentiality of the data.

The liability of the site can not be committed in case of force majeure or the unpredictable and insurmountable fact of a third party.

ARTICLE 9: Hypertext links

Many hypertext links are present on the site, however the web pages where these links lead are in no way the responsibility of TahitiStockFootage.com which does not have control of these links.

The user is therefore forbidden to engage the responsibility of the site concerning the content and the resources relating to these outgoing hypertext links.

ARTICLE 10: Development of the Contract

The site reserves the right at any time to modify the clauses stipulated in the present contract.

ARTICLE 11: Duration

The duration of this contract is indefinite. The contract shall have effect for the user as of the use of the service.

ARTICLE 12: Applicable Law and Jurisdiction

The applicable law is French law, adapted to the relative powers 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 the execution of the use of the site, where the parties do not find amicable agreement, the courts of French Polynesia are competent.