

General Conditions of Sale (CGV)

Language of Terms

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

If the French version of the Terms and its translation contradict each other, the French version has priority.

Object

These general conditions of sale apply to all sales concluded on the website www.tahitistockfootage.com and are in addition to the License Agreement (LC), subject to the special conditions indicated in the presentation of the products. It is recommended that you read this contract in its entirety before downloading images (photos and / or video). By downloading content from this site, you agree to be bound by the terms of this Agreement and the Content Use Specifications.

If you do not accept these terms and refuse the terms of the contract, please cease all activities on the site.

If you purchase licenses on behalf of your employer, the rights granted and the restrictions and limitations set forth apply to your employer and to you as your employer's representative. If you stop working for your employer, only the employer can avail yourself of this contract. You purchase non-exclusive, non-assignable licenses.

If you are a communications agency working on behalf of clients, you must purchase the licenses on behalf of your clients.

The customer declares to be at least 18 years old and have any legal capacity to place an order on the Site.

The general conditions of sale govern exclusively the contractual relations between the customer and the seller.

These Terms and Conditions may be amended and / or supplemented at any time by the Site Owner in accordance with applicable legislative changes and any developments that may improve the Site.

Definitions:

"Licensors" means the contributors, authors and copyright holders of the images they have placed on the image bank Tahitistockfootage.com.

"TSFP", "the Site": means the Tahiti Stock Footage & Photos sign and the tahitistockfootage.com site, owned by Mr. Nicolas Malivet.

"Invoice" means the invoice generated by the Site which must contain, without limitation, the details of the images and / or video images, their conditions of use, and the price of the corresponding License.

The conditions contained in the Invoice must be included in this Agreement, and all references to this Agreement shall include these conditions.

The invoice will indicate whether images / videos are purchased under license of free rights or not.

"Photo / Video", "Content": refers to the photos and / or videos you have selected that are identified on the Invoice by a reference number.

"License" means the non-exclusive right (unless stated on the Invoice), non-transferable use of photos / videos.

"Reproduction": includes any form of copying or publication of all or part of the photos / videos, whether in print, projection or otherwise in public or not, electronically, digitally or physically, used by an artist or in an illustration Artist. The reproduction also includes the copying or transformation by any means of all or part of the photos / videos, even if the result does not appear as derived from the original work.

"Assignment of Rights" means the assignment of image rights of a person or property of a third person, or any other permission that is required to be obtained by respect for any photo / video.

"License Price" refers to the amount to be paid based on the license chosen.

"Credit Package": refers to packages of "credits" that can be purchased and allowing a reduction in quantity.

ARTICLE 1: Legal notices

The website www.tahitistockfootage.com is a service of:

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

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

RCS Papeete 03493A

N ° TAHITI 654897

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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 2: Essential characteristics of the products and services offered on the site, Licenses

Service provider, the website www.tahitistockfootage.com sells:

Rights managed licenses, and Simplified rights managed licenses photography and video are downloadable as digital files.

The customer declares to have taken note and to have accepted the general conditions of sale prior to the placing of his order. The validation of your order is therefore valid for acceptance of the general conditions of sale.

Licenses are defined as follows:

Rights managed licenses: refers to the case where content (photo or video) is used in a single project, for a specific duration and geographical area.

Simplified Rights managed licenses: refers to content (photos or video) that can be used in a single project, with no time limit, worldwide, for distribution up to 250,000 copies. The extended license allows commercial and advertising uses for unlimited distribution.

When selecting Photo and / or Video content, the Customer chooses from the drop-down menu the details of the use that will be made of this content.

ARTICLE 3: License Price

3.1 - The prices of the Licenses are indicated in Euros without taxes. A price including all taxes (TTC) will be applied for persons and companies resident in French Polynesia ordering on site at the rate of 13%. In the event of a change in the VAT rate in French Polynesia, the adjustment of prices inclusive of VAT will be immediate without notice.

3.2 - In the case of an order delivered in a country other than French Polynesia, the customer is the importer of the products he buys. For all products shipped outside of French Polynesia, the invoice is based on the price before taxes. The customer is solely responsible for the declarations and payments of any customs duty or other tax that may be chargeable in his country.

3.3 - The price is calculated by clicking on "Calculate price". The price is based on:

Digital content (photo or video),

The type of license chosen, defined in the chapter "licenses"

And for rights-based video, of the duration per slice, are videos of less than 20 seconds, videos of less than 30 seconds, videos of less than 40 seconds, video of less than 60 seconds, prorated.

No shipping costs are added on the downloadable products.

3.4 - The Site is not responsible for any additional costs that may result from downloading the Content after purchase.

3.5 - The Site may modify the rate of the Licenses at any time. However, the changes will not apply to orders whose contract is already established.

3.6 - If you wish to extend the rights already acquired on a Content, please contact the Site and agree to pay the corresponding additional price.

ARTICLE 4: Period of availability of products

4.1 - All Digital Content is a priori available, without exclusivity, and downloadable upon acceptance of payment by the banking service.

4.2 - An exclusivity clause may, however, be linked to a Content, in which case the said Content will be removed from the catalog.

4.3 - If you have ordered a product that is unavailable after the validation of your order, you will be informed immediately. We will cancel your purchase. If the amount had already been debited, you will be refunded immediately.

ARTICLE 5: Order

5.1 - You can order our products directly on our website every day of the week.

5.2 - To place an order on our site, select your Photos and / or Videos using the tools provided on the Site, and add them to the basket. Details are displayed with prices. Validate the contents of your shopping cart.

5.3 - Special case of Rights-managed licenses:

When selecting content (Photo or video clips) of managed rights, click "Calculate price", and then select from the drop-down menu the content usage options, duration and geographic area. The price will be displayed. Confirm.

5.4 - Validation of the basket:

Validate the selection, fill in the form if it is to be completed, or create an account on our site if you do not have one, the incomplete fields will become animated in red, and are necessary for the edition of the invoice and License.

You must accept the General Conditions of Sale and the License Agreement by checking the box to this effect. Then you will be redirected to the secured site Paypal or the secure site of payment by card.

Check the details and the total amount of your order. Correct any errors before acceptance.

You will receive an e-mail confirming your order on the e-mail address you specified when creating your customer account.

5.5 - The transfer of ownership of the product (licenses) will only take place when your order is fully paid. The Site retains ownership of the Licenses sold until the actual price is paid in full.

Failure to pay may result in claiming the Photos and / or Videos content.

ARTICLE 6: Download

After payment, the Content can be downloaded from www.tahitistockfootage.com by accessing "my account / my downloads", and clicking on the links provided.

For security, the Content may be downloaded three times for a period of one month following purchase.

ARTICLE 7: Methods of payment

7.1 - No use of Photo and / or Video content may take place without the prior payment of a corresponding royalty fee. The use of the content obtained on the Site without a duly paid use license constitutes an infringement of the exclusive rights of Tahitistockfootage.com and its Licensors and a violation of the License Agreement. The Site shall then be entitled to terminate this Agreement and the License Agreement to your fault and subject you to damages for infringement. Payment of the full price of the order must be made in euros at the time of the order.

Several methods of payment are accepted. As a customer, you can pay by: credit card or PayPal or equivalent means of payment, via secure platforms, or by using your credit plan (see §7.2).

We accept payment by credit card / visa / master card / eurocard. When you pay online, enter your credit card number, expiry date and the 3 numbers on the back of your card. Online payment is secure.

The customer must be over 18 years old and guarantees to Tahitistockfootage and its owner that it has the necessary authorizations to make the payment when the basket is validated. The Site and its owner reserve the right to suspend any management of order in case of refusal of authorization of payment from the banking organizations or in case of default of payment.

The availability of download links for Photos and / or Video takes place after validation of the payment, on the account of the Buyer.

7.2 - Agreement for the sale of credit packages

Tahiti Stock Footage & Photos allows customers to pre-purchase credit packages for Photos and Videos contained in stock images that can be downloaded from the Tahitistockfootage website at www.Tahitistockfootage.com (the "Website").

The Credit-packages page on the website explains the different credit purchase options.

The credit packages purchased from Tahitistockfootage are valid and can be used for a period of one (1) year. Any unused credit after this period will expire. You have a right of withdrawal of fourteen (14) days from the date of purchase if none of the credits have been used, beyond Tahitistockfootage will in no case be obliged to refund the purchase price, Purchase of the Credit Package. However, in the event that Tahitistockfootage decides to provide you with a refund of all or part of the purchase price of the credit plan, this refund will only be made to the credit or debit card account originally used to purchase Your subscription. If the purchase price of the credit plan has been paid by check, your refund will be made by check. If the purchase price of the credit plan has been paid by Paypal, your refund will be made by Paypal.

Irrespective of the date of purchase of the credits, Images of the image bank that may be downloaded from the website are submitted and may be downloaded and used in accordance with the terms of the Tahitistockfootage Content License Agreement (the " License "), the Website Terms of Use and Restrictions and Waivers applicable to such media on web pages where the media are made available, or returned to such media, as the above information is posted on The website at the time the media is downloaded from the website.

Tahitistockfootage may amend this Agreement at any time without notice. The credits acquired under this Agreement shall be governed by the provisions of this Agreement in force at the time of purchase of the credits. You are invited to periodically review this Credit Package Purchase Agreement, the Terms of Use, the General Terms and Conditions and the License Agreement posted on the Website. Your continued access or use of the Website after the publication of such changes will constitute your acceptance and acceptance of the changes.

Tahitistockfootage may immediately terminate any pre-paid credit without notice if you breach this Agreement or any other agreement with us.

The Payments and Taxes, Limitation of Liability, Indemnity, Interpretation and Miscellaneous Provisions of the License Agreement shall also apply to this Agreement.

ARTICLE 8: Right of retraction

This right of withdrawal does not apply to products that can not be re-shipped such as digital product downloads.

ARTICLE 9: Interest on arrears

In the event of prior agreement with Tahitistockfootage on the terms of payment, and that you do not pay an invoice in full within 30 days of the due date of the invoice, the Site will automatically apply the legal interest rate Which you will be liable for in addition to the original amount.

ARTICLE 10: Guarantee

In accordance with articles 1641 of the Civil Code, the digital content provided by Tahitistockfootage is covered by the legal warranty, excluding any other warranty. This warranty only guarantees the content support file, with the exception of any warranty relating to the shooting.

10.1 - No refund can be made as soon as the download is made, unless it is proved that the downloaded content is defective.

10.2 - In the event of a defect, we undertake to reimburse you as soon as possible, and you agree to erase all parts of the contents of your hard disks and storage spaces.

10.3 - Video preview files are available for download free of charge to verify that the selected sequence is suitable for your cinematographic project on your editing bench. In addition, we inform about the nature of the file to download, its codec, its size. The Site can not be held responsible if the chosen content or the type of file or codec do not correspond to your editing.

10.4 - Downloaded content may sometimes look different from its preview. This may be due either to the processing of the preview itself or to the difficulty of making the rendering of light or colors appear on the screen. These differences can not be interpreted as defects of conformity and result in the cancellation of the sale unless it is established that the differences relate to an essential characteristic of the said content and affect its quality.

ARTICLE 11: Conditions and repayment terms

The refund of the products is integral. It shall be effected by the same means as at the time of purchase as soon as possible and at the latest within 30 days from the date of exercise of the guarantee.

ARTICLE 12: Consumer Claims

Any complaint from the consumer must be addressed by postal mail to the address mentioned Nicolas Malivet BP61510 Faaa 98702 Tahiti French Polynesia or by e-mail to: info/@tahitistockfootage.com.

ARTICLE 13: Archiving

In accordance with the provisions of article 1348 of the Civil Code, the Site and its owner will keep an archive of purchase orders and invoices on a reliable and durable medium, as well as all proofs of communications, orders, payments and transactions.

ARTICLE 14: Intellectual Property of Tahiti Stock Footage & Photos

All texts, comments, images, logos, illustrations, photos, videos of our site are exclusively reserved to us. In the case of intellectual property and copyright, any partial or total reproduction is strictly prohibited.

ARTICLE 15: Intellectual Property Content

15.1 - All the photos and videos proposed for downloading are subject to copyright and belong to the Licensors of Tahitistockfootage.

15.2 - You agree to include the name of the author and Tahiti Stock Footage & Photos in close proximity to each use of his publication in the form: "Author's name - Tahiti Stock Footage & Photos".

15.3 - Only low definition previews with watermark are freely downloadable for the sole purpose of verifying that a video sequence is suitable for your project. Under no circumstances can they be integrated into the final project, resold or distributed without the purchase of licenses.

15.4 - Any content purchased under license and downloaded may be used only within the framework defined by this license. Content can not be resold, reused in another project, or copied to multiple computers or hard drives unless permitted by license. By default, the rights granted by the license are not exclusive or transferable to a third party.

15.5 - The use of content that would be made outside of that originally intended would constitute an infringement.

15.6 - Use of Content in a manner contrary to a restriction set forth in this Agreement is prohibited.

15.7 - The alteration of a content is authorized only when it is not expressly prohibited by the author.

15.8 - The rights granted are not exclusive unless they are mentioned in the License of Use.

15.9 - Any drawing or graph generated by computing from Photo and / or Video content may only be made after the purchase of a License.

15.10 - You shall not use the Content for any unlawful, immoral, defamatory, pornographic, breach of this Agreement, or infringement of the intellectual property of any third party.

ARTICLE 16: Cessibility

Licenses for the use of content are not transferable.

16.1 - If you are an agency and work on behalf of a client, the license must be established on behalf of the end customer.

16.2 - If you are an employee working for an agency, the end user of the license, the license must be established in the name of the agency and its legal representative. If you were no longer employed by this agency, then the agency would be the holder of the exploitation rights. The rights acquired by the agency are not transferable.

ARTICLE 17: Copy of final version

To ensure compliance with these terms and conditions, a copy of the publication or production in which the content is incorporated must be provided to Tahiti Stock Footage & Photos within seven days of completion of the project. As far as possible, the copy must be delivered in the following formats: DVD for movies or preferably a ready-to-broadcast (PAD) tape with embedded timecode or downloadable HD file (.mov, h264), PDF file for The Photographic Content, sent to: info/@tahitistockfootage.com.

ARTICLE 18: Right to the image

All the Photos and / or Video content offered on the Site tahitistockfootage.com does not present any right to the image of model or property unless the Site expressly declares it. A copy of any existing model or property authorization may be provided upon request. The provision of this authorization does not guarantee the validity of this authorization.

You shall indemnify and hold harmless the Site from any and all third party claims arising out of your use of any Image and / or Video content, where the validity and existence of such permission have not been expressly stated by the Site in writing.

The Site does not grant any right or warranty relating to the use of registered names, trademarks, drawings or works of art or copyrights described in a Photo and / or Video content; You must ensure that all necessary rights or agreements that may be required for the use of the content have been obtained.

Any use of a content in which persons or property appear, and whose authorization to assign rights to the image could not be obtained, can only be in the editorial framework.

ARTICLE 19: Liability

The Site and its owner shall endeavor to ensure that the proposed service (on-line licensing) by Tahitistockfootage is operational.

However, our contractual liability can not be incurred in the situations mentioned below:

Case of force majeure;

A foreign fact that can not be attributed to us, the bad internet connection during your downloads, any additional costs that may result from the downloading of digital files, loss of data, intrusion, viruses, service breakdown, or other unintentional problems;

Access to other sites via Tahitistockfootage

ARTICLE 20: Personal data

Please see our privacy policy. By consulting the Site and placing an order, you accept the conditions.

Certain information relating to the customer will be transmitted to the seller (namely the name, first name, address, postal code and telephone number) in order to allow the processing, delivery of the ordered products and the edition of the content license agreement .

The commercial offers of the site will be sent to the customer by e-mail if no opposition has been issued. The customer can at any time oppose commercial offers free of charge by logging into his personal space.

Customer information will never be passed on to third party business partners of the site.

The site assures the customer an automated collection and processing of personal information in the respect of the privacy in accordance with the law n ° 78-17 modified of January 6, 1978 relating to data processing, files and freedoms. The site is declared to the CNIL under the number 1561920 v 0.

Pursuant to Articles 39 and 40 of the aforementioned law dated 6 January 1978, the customer has the right to access, rectify, delete and oppose his / her personal data. The customer exercises this right via: Personal space or a contact form or by email to info@tahitistockfootage.com

Cookies: these are small files placed on your hard disk giving you the possibility to use our site and to identify you with each of your passages to avoid having to enter the same information. You can delete them from your hard drive by setting your browser. If you refuse cookies, you may not be able to log in to our site and use the interactive features.

ARTICLE 21: Competent Jurisdiction and Applicable Law

In case of dispute between the consumer consumer and the Site, the applicable law is the French law, adapted to the relative competences devolved to 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 relating to the interpretation or execution of these conditions of sale, where the parties do not find amicable agreement beforehand, the courts of French Polynesia are competent.

Updated: May 2018