

GENERAL TERMS AND CONDITIONS OF SALE AND OF USE
FILMFEST PLATFORM

1. PURPOSE

FilmFest Platform is a platform designed to be a bridge between Festivals and producers, distributors, directors or more generally Rights Holders of short format films. Rights Holders can use the Platform to register short films in Festivals, and Festivals can use it to organise their calls for candidates. Platform Services are detailed in Article 4 below.

The purpose of these general Terms and Conditions is to define the conditions under which Users can make use of the Platform.

It is understood that registration on the Platform implies full and unconditional acceptance of the Terms and Conditions herein.

These Terms and Conditions can be saved and printed by any person visiting the Platform.

2. SITE EDITOR

In compliance with article 6III 1b) of law n°2004-575 of 21 June 2004, modified by law n°2006-64 of 23 January 2006, the information pertaining to the identification of the Editor of the FilmFest Platform is as follows: **L'Agence du court métrage**, an association for the promotion and circulation of short films, head office 77 rue des Cévennes, 75015, Paris, represented by its managing director: Amélie Chatellier
Telephone number: +33 (0)1 44 69 26 60

Director Publication: Philippe Pilard

Site host:

Amazon Web Services, Inc.

P.O. Box 81226

Seattle, WA 98108-1226

<http://aws.amazon.com>

3. DEFINITIONS

In these Terms and Conditions, terms and expressions with a capitalised initial letter, in either the singular or the plural form and unless otherwise stated, have the meaning as given below:

"Association" refers to the Agence du court métrage whose details can be found in Article 2 above

"Rights Holders" refers to any producer, director, distributor or more generally any rights holder of a Film having subscribed to use the Services of the Platform

"Terms and Conditions" refers to general Terms and Conditions of Sale and Use herein

"Personal Space" refers to the interface provided to Users by the Platform

"Festival" refers to short film festivals which have subscribed to use the Services of the Platform

"Film Factfile" refers to the information file completed by Rights Holders in their Personal Space and sent to Festival for applications

"Film" refers to any short film posted on the Platform by a Rights Holder

"Identifiers" refers to the user name and password given to each User when registering on the Platform

"Parties" refers collectively to the Association, the Rights Holders and the Festivals.

"Platform" refers to the FilmFest Platform Site

"Service" refers to all services provided by the Platform to Users, as stipulated in article 4 herein

"Third Party Services" refers to any site, service or more generally any entity distinct from the Platform and the Association and notably the services and/or sites of Rights Holders and Festivals

“Users” refers collectively to Rights Holders and Festivals

4. DESCRIPTION OF THE SERVICE

The Platform is a service designed to be an interface between the Rights Holders of a Film and film Festivals, the extent of this Service is detailed below and the terms of use of the Platform by Rights Holders and Festivals are detailed respectively in articles 6 and 7 of these Terms and Conditions.

It is understood that access to the Platform is dependent on the creation of an account by the User, whether they are a Rights Holder or a Festival, under the conditions provided for in article 5 herein.

4.1. Services for Rights Holders:

Rights Holders are provided with the following services, tools and features by the Platform:

- The creation of a factfile on them and a factfile on their Film(s). Factfiles can contain text (synopsis, cast, technical characteristics, etc.) or visual information (photos, sketches, photograms, etc.)
- Posting Films on line in digital formats (.mp4, .mpg, .mpeg, .vob, .avi, .m4v, .wmv, .mkv)
- Consultation of profiles of Festivals present on the site and conditions for registering a Film or Films in these Festivals
- On-line registration of Films in the Festivals of their choice (as long as the Film corresponds to the Festival’s selection criteria)
- An e-mail contact to communicate with Festivals

4.2. Services for Festivals:

Festivals are provided with the following services, tools and features by the Platform:

- An application management system
- A tool for real-time tracking registrations of Films corresponding to criteria set by the Festival
- Streamed viewing and downloading of Films registered in the Personal Space
- Customised access for all selectors with tools for rating and commenting Films registered in the Festival
- Direct access to data of Films registered in the Festival and contact information of Rights Holders who registered the said Films
- A tool for exporting data available on the Platform
- A status system and a group e-mail tool to communicate with Rights Holders

4.3. Undertakings of the Association

Concerning the Services given above, the Association is subject to a best efforts obligation towards Users, and commits under these conditions to endeavour within its means to ensure operation of said services in the best possible conditions notable in terms of useful data-rate and continuation of Services.

However, by the very nature of the internet, Users concede that the Association cannot guarantee:

- operation of Services 24 hours a day 7 days a week;
- optimum operation of Services with all existing or future computing configurations.

Furthermore, to ensure quality of service, the Association reserves periods which although as limited as possible in both number and duration could lead to an interruption in access to the Platform and the Services for maintenance, updating or technical activities. Any resulting unavailability of the Platform or Services can in no way be perceived as a failure of the Association to fulfil its obligations.

Finally, the role of the Association being limited to providing access to the Platform and its Services and the bringing into contact Rights Holders and Festivals, it is expressly understood by Users that the Association takes no part in any agreements made between the Users and any persons or Third Parties brought together through the Platform. The responsibility of the Association can in no way be held accountable for the completion of such agreements.

The Association provides no other guarantees than those stipulated in the present Terms and Conditions.

5. OPENING AN ACCOUNT

5.1. Joint conditions for Users

The User can be a physical or a moral person. They must in all cases have the legal capacity to open an account. This means that any underage User recognises that they have parental authorisation to open an account on the Platform.

The Association reserves the rights to refuse or cancel at a later date acceptance of an account when the information provided by the User is incomplete, false, fraudulent or fanciful. The Association can also require the User to provide documentation to support their claim.

5.2. Registration of Rights Holders

Registration of Rights Holders on the Platform is open and free of charge on the condition that the present Terms and Conditions are observed.

Rights Holders complete the account creation form accessible from the Platform home page, ensuring that all required information is provided:

- For physical persons:
 - Name and first name
 - Date of birth
 - Telephone no.
 - E-mail address

- For moral persons:
 - Information concerning the physical person in charge of the account (as above)
 - Corporate name
 - Postal address

5.3. Registration of Festivals

To sign up to the Platform Service a Festival must request the opening of an account using the form available on the Platform homepage.

During the registration the Festival must complete the contact form available on-line on the Platform homepage, and, in the interests of guaranteeing Rights Holders the best possible practices, all new Festivals must read and commit to observing the quality charter for the circulation of short films in festivals and other events.

Festival registration is subject to payment of an annual fee the amount and terms of which are given in article 8.2 of the Terms and Conditions herein.

5.4. Recuperating Identifiers

Once the Association has received the account creation form from the Rights Holder or has accepted to create an account for a Festival, the User will be sent a personal and confidential login and password, the User undertakes not to communicate them to third parties. The Association cannot be held responsible direct or indirect damage suffered by the User or third parties resulting from fraudulent access to the User's account following Identifiers being revealed.

Should the User lose their Identifiers, they can ask the Association to reinitialise them, in which case they will be sent by e-mail to the address given on the form when the account was created.

6. USE OF THE PLATFORM BY RIGHTS HOLDERS

Use of the Platform by Rights Holders and particularly the creation of a Personal Space, Film Factfiles and access to information on Festivals signed up to the Platform is free of charge. Only the registration of a Film in a Festival gives rise to a payment, details of which are given in article 8.

6.1. Personal Space

Rights Holder can personalise their profiles and particularly any information concerning their activity (producer, distributor, director, etc.) and notably any contact information (telephone, e-mail, postal address, etc.).

All this information, with the exception of that pertaining to their identity as specified in the account creation form, can be changed by the Rights Holder at any time.

The Rights Holder understands that all data put on line in their Personal Space will become accessible to Festivals they have applied to for inclusion of their Film.

6.2. Creation of a Film Factfile on the Platform

The Rights Holder can create Film Factfiles on the Platform grouping together information concerning the Film(s) the Rights Holder wants to promote via the Platform and in particular:

- Technical characteristics,
- Credits,
- Photos,
- Dialogues,
- Bios of actors, directors, technicians, etc.
- Video file of the Film

All these elements can be modified or completed by the Rights Holder at any time.

A Factfile is considered as being completed when all the mandatory fields have been filled in and the video file has been put on-line by the Rights Holder in compliance with the technical characteristics given on the Platform. The Factfile appears distinctly in the Personal Space.

The Rights Holder accepts that putting the Film on-line means it must be transcribed into a format compatible with the reader used by the Platform and in this sense authorises the Platform to perform this transcription and grants them the corresponding rights as provided for in article 6.6 herein.

To guarantee the Rights Holder that the transcription of the Film is rendered as faithfully to the original Film the Platform has a process for the Rights Holder to endorse the final video of the Film.

If, having watched the Film after the transcription, the Rights Holder is not satisfied with the quality of the video file and in particular in the case of consequential loss of quality in the sound and/or the images of the Film, the Rights Holder can contact the technical department – contact details are given in article 14 herein – to solve the problem as best as possible, within the bounds of the technical particularities inherent to the Platform.

6.3. Registration of a Film in a Festival

The Rights Holder chooses the Festivals they would like to register their Film(s) in, on the condition that on the one hand the Film corresponds to the technical and artistic criteria of the Festival, and on the other that the registration period of the Festival concerned is open.

It is understood that the registration of a Film in a Festival is limited to one single registration per Film and per edition of the Festival, in observation of the said Festival's rule.

To submit a Film to a Festival the Rights Holder can send the Festival the duly completed corresponding Film Factfile via the Platform. The Rights Holder, before validating registration of a Film in a Festival, certifies by signature that they are aware of the rules of the Festival and accept all the conditions. They understand, notably, that Festivals can ask them to supply further documentation to support the application, and notably a physical copy of the Film(s), that they undertake to supply this, failure to do so the application will not be considered valid by the Festival.

Two possibilities need to be distinguished:

- The rules of the Festival mean that the application can be done totally via the Platform on reception of the Film Factfile and the video file of the Film: transmission of the video file of the Film can be subject to payment by credits as provided for in article 8 herein
- The rules of the Festival require a physical copy of the Film, notably in DVD format, to validate the application, in which case submission on line and the transfer of the Film Factfile to the Festival is free of charge, the transmission of the physical copy of the Film will be at the expense of the Rights Holder.

6.4. Monitoring Film applications

The Rights Holder can consult their Personal Space at any time to see the progress of application made for their Films in Festivals and possible selection for a Festival. If the Film is selected the Festival will inform the Rights Holder of any information required and can ask any further information their deem necessary.

It is understood by the Rights Holder that updating of the progress of applications is the sole responsibility of the Festivals and that the Association cannot be held responsible for any inaccuracies in this information.

6.5. Status of on-line content and Films

It is accepted beforehand by the Rights Holders that all content they put on-line and concerning a Film for the the Association has been commissioned to promote can be used by the Association as part of its mandate.

Video files of Films put on-line by the Rights Holders on the Platform via the Film Factfiles are available solely for the Festivals and selection committees of Festivals for which the Film has been registered. The Rights Holders understand that elements sent to the Festivals concerned remain available for these Festivals dating from the application.

A Festival can stream the Film directly on the Platform or can download the file to view off-line. It is understood that these video files are only used as part of the pre-selection of Films by Festivals.

Downloaded video files are stored on the Association's servers or any other server of the Association's choice for a duration of 2 (two) years. At the end of this period the video files of the Film will be removed from the servers, at which point it is up to the Rights Holder to re-post the Film on-line if they wish to continue promoting the Film via the Platform. Removal of the video film does not remove the Film Factfile, which remains available in the Rights Holder's Personal Space.

Rights Holders understand that the Platform is not a content backup site and that the Association cannot be held responsible for direct or indirect damage suffered by the Rights Holders and/or by third parties due to the loss, alteration and destruction of Rights Holders' content.

Apart from the adaptations to Films inherent to the technical requirements for sending Films to Festivals, the Platform will make no other modifications or alterations to the Films and more generally documents put on-line by the Rights Holder and will send Festivals these elements as sent by the Rights Holder in the Film Factfile.

Nevertheless, the Platform has the discretion to refuse, suspend or interrupt without prior warning Films and more generally documents present in the Film Factfile in the following cases:

- Failure to observe the present Terms and Conditions
- An injunction from the public authorities
- If a third party makes a request following infringement
- In the case of force majeure

The fact of the Association suspending or interrupting showing on the Platform of all or part of a Rights Holders' content, in the cases given above, cannot be deemed as failure to execute its obligations as stipulated herein, and cannot give rise to payment of compensation or damages and interest to the benefit of the Rights Holder.

6.6. Cession of rights and guarantees

The Rights Holder, who declares that they hold the necessary rights of the Film(s) to do so, grant the Association non-exclusively for the whole duration of registration on the Platform:

- The right to adapt Films in relation to the technical constraints of the Platform and the Festivals the Films are entered for, for representation and communication on the Films to Festivals concerned by all means on the internet, and in particular by downloading and watching on-line. The Rights Holder accepts on these grounds that the Association can modify the technical characteristics of the Film's video file while respecting the integrity of the work;
- The right to reproduce, save and store video files of the Films on all hosting servers, with an aim to circulate them to Festivals concerned via the internet.

The Rights Holder is solely responsible for content they save and circulate via the Platform.

The Rights Holder is expressly prohibited from providing content contravening national, community or international laws and regulations in application, or which infringes on intellectual property rights and/or third party rights, and in general, all content that goes against public decency and public order.

The Rights Holder undertakes, furthermore, to abstain from:

- Attempting to mislead third parties by usurping someone else's name, the trade name or codes of another;
- Enter, upload and more generally transmit any content containing computer viruses or any other code, file or programme designed to interrupt, destroy, limit or damage in any way the functioning of any software, computer, server, network or telecommunications tool.

The Rights Holder undertakes to guarantee and compensate the Association for any direct or indirect prejudice or costs and any fines that the Association may suffer on account of action taken against them resulting from content and notably scripts and Films that they circulated via the Platform.

The guarantees herein are not exhaustive and must be understood as a reminder, complement or precision of the stipulations of article 15 – Responsibility.

7. USE OF THE PLATFORM BY FESTIVALS

The use of the Platform by Festivals and notably the creation of a Personal Space and access to tools for making an application and the selection of Films is subject to payment of an annual subscription paid by the Festivals as stipulated in article 8.2 of the Terms and Conditions herein.

7.1. Personal Space

Festivals have a dedicated interface enabling them to use management tools for their calls for candidates and then have access to Rights Holders, to Films entered for their Festival by Rights Holders and obtain video files of the Films registered for their Festival.

The Personal Space of Festivals is accessible either as an administrator or as a non-administrator.

People with administrator access are in charge of managing the Personal Space of the Festival and can manage calls for applications and communication with Rights Holders. To make Film selection easier administrators can create customised access for non-administrators and in particular for the whole of the selection committee, with no ceiling on the number of accesses.

Non-administrators can use the Festival's Personal Space within the limits set by the administrator who has given them access to the Personal Space.

7.2. Access to applications

Depending on their regulations, Festivals can receive two types of application:

- Full application including the Film Factfile and the Film video file
- Pre-application, with on the Film Factfile which is validated on reception of a hard copy of the Film

All Films registered for a Festival have a Film Factfile which can be accessed by anyone who has an access to the Festival's personal Space.

As part of full candidatures video files of the Films registered for a Festival are made available in two ways:

- Streaming using a video reader making it possible to view the Films directly via the Platform
- Downloading for off-line viewing of Films registered

Festivals can consult and use elements sent once the application has been made. However, for technical reasons the Platform does not guarantee availability of video files of the Film on line, the

storage period being limited to 2 years as of its being put posted. Furthermore, the Platform cannot guarantee the availability of information concerning a Rights Holder or available on a Film Factfile, as a Rights Holder can cancel their subscription or erase a Film Factfile once an application has not been taken up.

7.3. Selection of Films

When anyone with access to the Personal Space is viewing a Film, they can write notes and comments on the Film with a view to selecting Films for an edition of the Festival. These notes and comments are available to anyone else who has access to the Festival's Personal Space.

To make the final selection of an edition, an administrator has to select in the Festival's Personal Space all the Films chosen for the edition, all sections included.

Once the final selection has been made, the Festival undertakes to inform all Rights Holders who have had a Film selected or rejected as quickly as possible. For this the Festival must post on the Platform the programming of the edition. This operation must be done by someone from the Festival with administrator access.

7.4. Communication with Rights Holders

On receiving an application from a Film, Festivals have access to the contact information of the Rights Holders who have submitted the film and can then communicate with them.

They can also use the Personal Space to communicate jointly to all Rights Holders who have submitted a Film for selection in the Festival.

7.5. Guarantees

The Festival undertakes that in all their exchanges with the Rights Holders they will respect the Quality Charter for the circulation of short films in festivals and other events, which is included as an annex to these Terms and Conditions.

Without specific written agreement from the Association, Festivals understand that use of Film Factfile and videos of Film is strictly limited to viewing as art of the creation of the selection of the Festival and that in no case can they exploit them for other purposes without the agreement of the Rights Holder for said exploitation. Festivals guarantee that the content supplied to them, be it elements contained in the Film Factfiles or Film video files, cannot be transmitted to third parties or shown in the presence of third parties. Festivals also undertake not to use Rights Holders' contact information outside the framework of the activity of the Festival.

Festivals undertake to guarantee and compensate the Association for any direct or indirect costs and prejudice they may be subject to, as for any fines which the Association could suffer on the account of an action taken by a third party and more particularly by a Rights Holder resulting from unauthorised use of content and in particular information and Films available on the Platform.

The guarantees herein are not exhaustive and must be understood as a reminder, complement or precision of the stipulations of article 15 – Responsibility.

8. PRICES AND CONDITIONS OF PAYMENT

8.1. Credit purchases by Rights Holders

When submitting a Film to a Festival, a payment in the form of credits can be asked for from the Rights Holder. This payment covers the making available of the Film to the Festival, should the Festival not ask for a hard copy from the Rights Holder.

Should the submission of the Film be accepted by the Festival the corresponding credited will be debited from the Rights Holder's account.

The Rights Holders' credits can be topped up directly on the Platform by going to the "My Account" tab and a receipt is made available on the Rights Holder's account for any payments made.

The unit price or price by multiples is given on the Platform on purchase or on the Platform's price scale, on the understanding that the Association reserves the right to change at any time the cost of credits, notable for occasional promotional offers.

All payments for purchasing credits are to be made by visa or mastercard, on the secure platform of the Crédit Mutuel bank.

In compliance with the law in application the Rights Holder has a period of fourteen (14) from each purchase of one or more credits during this period to retract without justification of penalties. In this case they should contact the customer service department whose details are given in article 14.

Furthermore, it is understood that credits bought are not limited in time and can be used at any moment. However, should the Site close, unused credits will be deemed to have reached the end of their validity, and no repayments can be claimed.

8.2. Payment of registration rights by Festivals

Once the Association has accepted to open an account or extend a subscription, the Festival will receive the invoice for the Platform giving the annual cost of the subscription to the Platform and information concerning the payment.

The Festival must then pay the invoice by cheque made out as indicated on the invoice or by bank draft using the account information provided for this purpose.

The annual subscription price is set in the Platform's tariff schedule, on the understanding that the Association reserves the right to change at any time the price of the subscription, notably as part of occasional promotional offers.

It has been established that Festivals who are members of the Carrefour des Festivals and Festivals Connexion benefit from a preferential price. Furthermore, under exceptional circumstances and on the express, well-founded request of the Festival when applying for an account to be opened, the Association reserves the right to propose a preferential price to a Festival.

The Association reserves the right to change the subscription right at any time, the new tariff being applied to the Festival should they renew their subscription. Should the subscription rate change, the Association undertakes to inform the Festivals as soon as possible so that they can decide whether to re-subscribe.

9. TECHNICAL CHARACTERISTICS

9.1. Optimum configuration

The Platform and the Services it offers are accessible with the technical configuration(s) given below:

Mac or PC with Chrome, Firefox, IE 10 and later. The versions of these navigators must be recent (less than 2 years).

Before accessing the Platform, it is the User's responsibility to check that their computer has the minimum technical configuration given above.

Users are informed that any changes to the configuration of their hardware and/or software can lead to downgraded use or impossibility to use the Service. Similarly, Users understand that the Platform can undergo modifications and/or updates which can change the required configuration for optimum access. The Association cannot be held responsible for the fact that Users cannot use the service because they do not have the required configuration to access the Platform.

The Association can in no way be held accountable for any damage suffered by the User if this damage is caused by technical incompatibility between the User's equipment and the Platform's.

Subscribers possess the skills, hardware and software required to use the internet. They recognise that the characteristics and constraints of the internet make it impossible to guarantee the availability, security and integrity of data transmissions over the internet. The Association cannot guarantee that the Platform will operate without interruption and without failures. Operation of the Platform may be interrupted for maintenance, updating or technical improvement, or to develop the content and/or presentation.

The Association cannot guarantee Users that use of the Platform will correspond to their needs, or that the Platform can be uninterrupted, fast, secure or error-free.

The Association cannot be held responsible for failures, impossibility to access or poor operating conditions of the Platform due to unsuitable equipment, problems with the User's access provider, a busy internet network and/or any other reason beyond the control of the Association. The Association can in no way be held responsible for indirect damage and notably loss of data (including copies) suffered or recordings that the the User could not perform.

The Association reserves the right to change or modify the Platform at any time. These modifications will come into application when they are put on line.

9.2. Format of Film video files

To be made available to Festivals, video files generated by the Platform are encoded in MP4 with a picture definition of 720p. Festivals should have the hardware and the software required to store and read these file formats.

The Association can in no way be held responsible for any damage suffered by the User if this damage is due to technical incompatibility between the User's equipment and the video files.

10. FREEDOM OF INFORMATION

The Association undertakes to respect personal data sent by Users and abides strictly by laws in application on the protection of privacy and individual liberty. The Association treats all information provided by Users concerning registration and use of the account confidentially.

All personal data is reserved for the sole use of the Association as part of its activities on the Platform, however, the Users is informed that this information can be communicated by the Association in

application of a legal or regulatory obligation or a decision of an administrative, judicial or regulatory body.

In application of Law n°78-17 of 6 January 1978 concerning computers, files and individual freedom the site hosting the Platform has been declared to the Commission Nationale de L'Informatique et des Libertés (the national data protection commission) under receipt number 1872413 v 0.

In compliance with article 34 of Loi n°78-17 mentioned above, the User can at any time access personal data concerning them and can modify them or have them modified, clarify them, update them or remove them by simple letter sent to the address given in article 14 herein, specifying in the letter or e-mail the name(s), first name(s), date and place of birth, postal and electronic address.

11. COOKIES

For efficient use of the Platform cookies may be used during navigation on the Platform. Users accept the implantation of a cookie in their computers, designed to record information on navigation on the site with a view to facilitating navigation on the site by memorising certain parameters unique to each User.

Users are reminded that cookies are data which contain no personal information and will in no case be used by the Association for commercial purposes.

Users acknowledge that their navigators enable them to forbid the use of cookies or to choose settings particular settings, and can parameter their computers following the indications available on the site of the CNIL (national data protection commission): <http://www.cnil.fr/vos-droits/vos-traces/les-cookies/conseils-aux-internautes/>

Users understand however that this could prevent or limit execution of certain functions on the Platform.

12. INTELLECTUAL PROPERTY

All content, and more generally all elements (and notably, but not exhaustively, denominations, commercial names, brand names, images of all types, logos, etc.) accessible in the context of the Service remain the exclusive property of the respective owners, and are protected individually, if needs be, by legislation on authors' rights and international conventions in application.

The Association holds all intellectual property rights covering the services and the Platform. Any reproduction, in whole or in part, modification and/or use of all or part of the content of the Platform (notably brand names, commercial names, images, sounds, graphics) for whatever reason and on whatever medium, without the prior written agreement of the Association is strictly prohibited.

13. DURATION OF REMOVAL AND CANCELLATION OF THE ACCOUNT

13.1. Rights Holders Accounts

Registration of a Rights Holder to the Service proposed by the Platform is concluded for an indeterminate period.

The Rights Holder can at any time ask for their account to be closed by letter sent to the Association at the address given in article 14 herein.

The Rights Holder understands nevertheless that cancellation of the account cannot be performed if at least one of their Films is submitted to at least one Festival. Should this be the case, the cancellation of the account can take place once the Festival has finalised their programme and if the Film has been selected by a Festival solely within a period of 30 (thirty) days following the holding of the said Festival, the Rights Holder undertakes however to continue with their submission and present their Film during the Festival which has chosen in and this in good faith and in observance of the rules of the Festival.

13.2. Festival accounts

Registration of a Festival on the Platform is carried out by payment of the annual subscription.

If during its subscription a Festival wishes to cancel its account on the Platform it can do so by letter sent to the Association using the address given in article 14 herein.

It is nevertheless understood that any payment made for the year remains paid to the Association and cannot under any circumstances be reimbursed.

13.3. User accounts

The Association reserves the right to remove a User account in the case of:

- insolvency
- acts contravening the stipulations of the Code of Intellectual Property and more generally applicable legislation in application
- failure of the user to respect any of their obligations in relation to the Terms and Conditions herein

14. CUSTOMER SERVICES AND TECHNICAL SUPPORT

For further information or complaints, the Association has a customer services department whose contact details are as follows:

- Address: L'Agence du court métrage, 77 rue des Cévennes 75015 Paris
- Email: registration@filmfestplatform.com
- Telephone: +33 (1) 44 69 26 60

For any technical difficulties concerning use of the Platform Users can contact the technical department:

- Email: registration@filmfestplatform.com
- Telephone: +33 (1) 44 69 26 60

15. RESPONSIBILITY OF THE PLATFORM

15.1. Quality of the host

Users understand that they alone are responsible for the content they put on the Platform. The Platform is responsible for respecting the inherent obligations of a data host.

In no case can the Platform, its employees, managers or agents be held responsible for (i) direct, indirect, moral or material prejudice resulting from the infringement of the rights of a third party by the User, (ii) damages concerning property rights, (iii) resulting from an interruption in connection to

the Platform or resulting from any error, delay, failure, removal or addition or any technical problem relating to the Platform being updated or not.

The Platform may include links to Third Party Sites and Services but is not responsible for information, products, services, techniques and functions proposed by Third Parties. The Platform gives no guarantee to Users as to their use of Third Party Services, they do so at their own risk.

Furthermore, the Platform is a simple content host and has no no general or special obligation to monitor content put on-line by Users. The Platform does not select, acquire, distribute, licence, preview or approve content put on-line by Users and does not guarantee the legality and the provenance of content and their posting on-line. Users are solely responsible for the content put on-line as they are for any document or information that they transmit to other Users and must ensure that the content and its posting on-line observe all laws in application and do not infringe the rights of third parties.

The only obligations inherent to the Platform as a host concern (i) the establishment of a procedure for removal of litigious content as provided for in article 15.2 herein, (ii) the conservation of your connection data, which is treated confidentially and in observance of the legal instruments in application in terms of personal data and (iii) removal within 48 hours of any manifestly illicit material, once the Platform has become aware of it through a notification in observance of directive 2000/31/CE of 8 June 2000 and article 6 of Law n° 2004-575 of 21 June 2004.

Users declare, guarantee and commit to the following: (i) that they are the owners of the content they put on the Platform or otherwise have the right to do so, (ii) that the publication of the content put on line does not violate any laws in application, including, but not limited to, laws concerning the right to respect of intellectual property, image rights, authors' rights, consumers', contract rights, or any other rights relating to another person or entity. Users commit in this sense to pay any taxes, authors' rights and other sums due to any other person or entity for content put on line on the Platform, (iii) the content put on line on the Platform does not create a risk for the health and safety of Users or national security, (iv) content put on-line will not promote illegal products such as drugs, stolen goods, propaganda.

Users understand that all content contravening laws and regulations in application, of national, community and international effect, or infringing intellectual property and/or third party rights, and generally all content contrary to decency and the rules of Public Order.

Users accept to compensate Association and release it from any liability, as well as its subsidiaries and affiliates and all respective managers, agents, partners and employees in the case of loss, liability, claims or demand (including legal costs) suffered by the Association and emanating from a third party on account of their use of the Platform in violation of the Terms and Conditions herein, and/or the inaccuracy of declarations and guarantees issued in the context of the document herein and/or any content put on-line by them.

15.2. Procedure for removing content

In accordance with the legal measures in application, the Platform undertakes to remove content put on-line illicitly within a reasonable time-frame, and makes available to rights owners the following removal procedures:

Any person who feels their rights have been infringed must:

- Bring proof of ownership of the rights or those of their principal, if the litigious content is protected by a right of intellectual property or personality rights;
- If applicable a mandate from the rights owner;

- Identify precisely the litigious content;
- Provide their identity and full contact details;

By sending notification by mail to the following address: L'Agence du court métrage, 77 rue des Cévennes 75015 Paris

It is understood that such a notification must contain, in application of article 6.1.5 of Law n°2004-575 of 21 June 2004 on confidence in the digital economy:

- The date of notification;
- If the notifier is a physical person: their full name, profession, place of residence, nationality, date and place of birth;
- If the claimant is a moral person: their legal form, corporate name, head office and person or body legally representing them;
- The names and domicile of the addressee, or if they are a moral person, their corporate name and head office;
- The description of the litigious material and its precise location;
- The reasons for which the content must be withdrawn, including the legal measures and the justification of the facts;
- A copy of correspondence sent to the author or publisher of the litigious information or activities demanding cease and desist, removal or modification, or justification that the author or publisher could not be contacted;
- Proof of ownership of the rights or those of their principal, if the litigious content is protected by intellectual property rights or personality rights;
- If applicable a mandate from the rights owner.

The Platform reserves the right to discontinue requests for removal which are incomplete or unfounded.

16. FORCE MAJEURE

It is understood that in no case can the Parties be held liable if the execution of their obligations is delayed or prevented for reasons of force majeure or unforeseeable events, because of the other Party or a Third Party or external causes such as strikes, intervention of the civil or military authorities, natural disasters, fire, flooding, poor operation or interruption of telecommunications networks.

More particularly it is understood by Users that the Association cannot be held responsible for and dysfunction or any interruption in the availability of the Service resulting from a case of force majeure or for any damage which could result from the said dysfunctions and interruptions.

It is however understood that the prevented Party must do everything within their powers to limit the duration and the effects of the unforeseen event, the force majeure or the external cause.

17. ENTIRETY

The present Terms and Conditions represent the entirety of the undertakings of the Parties, without prejudicing however later modifications brought by the Association within the limits stipulated in article 18 below.

In the hypothesis whereby one of the measures provided for in these Terms and Conditions is declared invalid or unopposable on account of a present or future legal or regulatory provision, or a decision of justice by a jurisdiction or an authority holding competency in the res judicata, this clause shall be deemed worthless. The Association reserves the possibility to replace it in a new drafting of

the Terms and Conditions by a valid provision with the closest possible scope. It is understood that in all cases that all other provisions shall remain applicable without changes.

18. TRANSLATION

The Terms and Conditions herein are drafted in French, any translation of these Terms and Conditions are provided as a courtesy towards Users. For any dispute arising from the execution of these Terms and Conditions the French version will prevail.

19. MODIFICATION OF THE TERMS AND CONDITIONS

The Association reserves the right to adapt or modify at any time these Terms and Conditions on the condition they inform the Users. These modifications will be immediately applicable once they have been made available to Users.

For all modifications the Association will inform Users of the modification of the Terms and Conditions on the home page of the Platform, by message, by e-mail, or by any other more suitable method. The Terms and Conditions are also available on the footer under the heading "Terms and Conditions of Sale and Use".

If Users continue to use the Platform after modification of the Terms and Conditions, they are deemed to accept either explicitly or tacitly the modifications of the Terms and Conditions. If Users disagree with the Terms and Conditions, they must stop using the Platform immediately and can, if they wish, cancel their account in application of article 13 herein.

20. APPLICABLE LAW AND ATTRIBUTION OF COMPETENCE

In case of dispute between the Parties, the attribution of jurisdiction is done by the competent courts of Paris, the place of execution of the convention herein, the applicable law being French law.

ANNEXE

Charte de qualité pour la diffusion du court métrage en festivals et autres manifestations

Avant-propos

Laboratoire de recherche et de développement, espace fondamental de création et d'expérimentation, le court métrage est reconnu comme une forme cinématographique à part entière.

Les festivals, lieux de prédilection de diffusion du court métrage, restent un espace essentiel de rencontres avec le public.

Quatre organisations professionnelles - l'Agence du court métrage, le Syndicat des producteurs indépendants, Carrefour des festivals et la Société des réalisateurs de films - se sont associées dans une démarche collective inédite afin d'élaborer et promouvoir une charte de qualité pour une bonne politique de diffusion des courts métrages en festivals et autres manifestations.

Préambule

Un festival, dans son travail de programmation, doit s'efforcer de se faire l'écho de la richesse et de la diversité de la création dans son ensemble.

Un film court s'inscrit dans une durée de moins de 60 minutes.

(Décret du 28 mai 1964 portant définition des films de long et court métrage, article 1 : "Sont considérés comme (...) films de court métrage les films qui pour un format de 35 mm ont une longueur inférieure à 1 600 mètres.")

1) Respect de l'intégrité de l'œuvre

Toute structure organisatrice de manifestation doit s'assurer du respect du support de diffusion et du format de projection de l'œuvre.

2) Assurance des copies

Toute structure organisatrice de manifestation doit assurer en son nom personnel les copies lors de leur transport, de leur magasinage et de leur projection. Sauf cas particulier, le tarif minimal de référence retenu pour la valeur de la copie est le "tarif laboratoire".

3) Transport des copies

Pour les copies argentiques (35mm, 16mm...)

Le coût de transport aller et retour des copies est à la charge de la manifestation (par un transporteur agréé).

Pour les copies numériques et vidéos (DCP, Béta, DVD...)

Le coût de transport aller est à la charge de l'ayant droit et le retour à la charge de la manifestation.

Toute structure organisatrice de manifestation se doit de respecter les délais convenus d'enlèvement et de retour des copies

4) Droit de location / Indemnisation des copies

Toute structure organisatrice de manifestation doit s'acquitter auprès de l'ayant droit d'un droit de location au titre de la concession du droit de représentation publique de l'œuvre. L'ayant droit peut cependant se réserver la possibilité d'une autorisation de diffusion à titre gracieux.

5) Information de l'ayant droit

Toute structure organisatrice de manifestation doit informer par écrit le producteur et le réalisateur de la sélection ou de la non sélection du film inscrit. Pour les films retenus, il est important de signifier au producteur et au réalisateur l'ensemble des modalités pratiques de diffusion (lieux et horaires de projection...)

6) Accréditations des équipes

Toute structure organisatrice de manifestation doit garantir l'accréditation gratuite des producteurs et des réalisateurs et doit faciliter celle des autres membres des équipes techniques et artistiques des films retenus.

7) Accueil des équipes

Toute structure organisatrice de manifestation doit organiser la venue des représentants des films sélectionnés et faciliter les rencontres avec les professionnels et le public (point d'accueil, débats, animations...)

8) Règlement de la manifestation

Toute structure organisatrice de manifestation doit publier un règlement détaillant les modalités de déroulement de la manifestation. Il est notamment important de préciser explicitement le mode de sélection des œuvres et les modalités de prise en charge des copies et des équipes.

9) Supports de sélection

Toute structure organisatrice de manifestation doit demander l'autorisation expresse de l'ayant droit de l'œuvre lorsqu'elle souhaite alimenter un centre de ressources et de documentation avec les DVD ou tous autres supports soumis à sélection. En aucun cas ces supports de sélection ne pourront faire l'objet de séances publiques, commerciales ou non commerciales, ou de copies, sans l'autorisation expresse de l'ayant droit.

10) Exclusivité

Toute structure organisatrice de manifestation s'engage à ne pas exiger l'exclusivité de la diffusion du film retenu.

11) Frais d'inscription

Toute structure organisatrice de manifestation s'engage à ne pas demander de frais d'inscription pour les films soumis à sélection.