



## **GENERAL TERMS OF USE OF THE SITE**

**Updated on January 23, 2025**

### **Article 1 – Purpose of the Site**

The purpose of the site pathéfilms.com (hereinafter referred to as the "Site") is to provide a professional platform for people working in the film industry, offering access to films and services tailored to the needs of film exhibitors and other industry professionals.

### **Article 2 – Scope and Modification of the General Terms of Use of the Site**

#### **2.1 Scope**

The General Terms of Use of the Site (hereinafter referred to as "GTU") govern the use of the Site and any related services. Pathé Films advises the user, whether they have created a professional space or not (hereinafter referred to as "Visitor"), to regularly consult the GTU, noting that the applicable version of the GTU is the one in effect during the period of consultation of the Site and/or use of the content and any related services by the Visitor.

#### **2.2 Acceptance**

By accessing the Site or using its services, the user acknowledges that they fully and unreservedly accept the GTU.

#### **2.3 Modification**

Pathé reserves the right to make any changes to these GTU, particularly to comply with any legislative developments.

### **Article 3 - Creation and Management of the Professional Space**

#### **3.1 Creation of the Professional Space**

The creation of a space is reserved for professionals. It is free and optional. However, certain features, services, or special offers may be restricted to registered and logged-in professionals. To create your professional space (hereinafter referred to as "Account"), simply follow the instructions available on the Site.

The creation of your Account on our Site is subject to validation by Pathé Films to confirm your professional status. After following the instructions and submitting the required information for registration, your account request will be reviewed. Pathé Films reserves the right to request additional documentation to verify the accuracy of the information provided. Once your professional status is confirmed, your Account will be activated, and you will have full access to the features, services, and special offers reserved for registered professionals on our Site.

By creating your Account, you agree to provide accurate and up-to-date information about yourself and to promptly update it in case of any changes. It is prohibited to impersonate others or use another person's account information. Your rights as a registered professional on our Site are neither transferable nor sublicensable.

We reserve the right to suspend or terminate your Account and deny you access to the Site, present or future, in whole or in part, if we suspect the provision of false, inaccurate, or incomplete information, or any unauthorized attempt to transfer your Account.

#### **3.2 Account Management**

You are solely responsible for the confidentiality and security of your password and account information. You must also ensure the security of actions taken through your Account.

In case of suspicion or detection of misuse of your Account or a security breach, such as theft or unauthorized disclosure of your password, you must immediately inform us.

### **Article 4 - Newsletter Subscription**

The Pathé Films newsletter is open to everyone, whether you have an Account or not. To subscribe, simply provide a valid email address. You will receive regular information about our films and news. You can unsubscribe at any time by following the unsubscribe link in each newsletter.



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### **Article 5 - Intellectual Property**

#### **5.1. Site**

Unless otherwise stated regarding the use of promotional material, the Site and each of its components (audiovisual, textual, sound, graphic, and photographic elements, etc.), including software, databases, newsletters, animations, games, etc. (hereinafter referred to as "Content"), are the exclusive property of Pathé Films. Reproduction, downloading, representation, adaptation, modification, transmission, dissemination of all or part of the Content is prohibited, except for the exclusive purpose of information for personal and private use. The inclusion of Site Content in a third-party website or mobile application without prior authorization from Pathé Films is prohibited.

#### **5.2. Trademarks**

All trademarks or logos that appear on the Site are subject to intellectual property rights that may be held by Pathé Films, a company in its group, or a third party in relation to it. Any use, in any manner, of these trademarks and/or logos is prohibited. Pathé Films or any company holding intellectual property rights reserves the right to seek damages in case of infringement of its rights.

#### **5.3. Hyperlinks**

The Site may contain links to third-party sites. These links are provided solely for the convenience of the Visitor. Pathé Films exercises no control over these sites and cannot be held responsible for external sources, their content, advertisements, products, services, or any other information or data available on or from these sites or external sources to which the hyperlinks on the Site refer.

Any creation of a link to the Site for commercial or promotional purposes requires prior written authorization from Pathé Films.

Pathé Films reserves the right to request the removal of a hyperlink pointing to the Site at any time, without justification or notice.

#### **5.4 Use of Promotional Material**

Pathé Films provides promotional material such as posters, photos, teasers, educational material, spots, etc., related to films (hereinafter referred to as "Promotional Material") to those with an Account on our Site. The Promotional Material is accessible only to those with an Account on our Site and who are logged in. The accessible Promotional Material varies according to your professional category.

By using the Promotional Material provided by our Site, you accept the terms of this non-exclusive, revocable, and limited license, granted in accordance with the French intellectual property code. You are authorized to:

- Use the Promotional Material for the promotion of our products and services in compliance with the defined conditions.
- Not modify, adapt, translate, rent, sell, distribute the Promotional Material without our prior written consent.
- Not infringe upon the copyrights, trademarks, or any other intellectual property rights related to the Promotional Material.

This license is granted for the duration of the publication of the Promotional Material on the Site, on a worldwide basis and may be terminated by Pathé Films at any time in case of non-compliance with its terms. Any use of the Promotional Material beyond the scope of this license may lead to legal action.

#### **5.5 Opposition to Text and Data Mining by Generative Artificial Intelligence**

The structure of this Site, as well as all audiovisual works and content available on the Site and all their components (text, graphics, signs, signals, sounds, images, etc.), are protected under intellectual property law and may not be used without the prior written authorization of Pathé Films.

As necessary, Pathé Films hereby objects to any digital copying or reproduction of these audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) for the purposes of text and data mining by a generative artificial intelligence (AI) system, as defined in Articles L. 122-5-3, III, and L. 211-3, 8° of the French Intellectual Property Code (IPC), implementing Directive (EU) 2019/790 of April 17, 2019, on copyright and related rights in the digital single market.



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Article R. 122-28 of the IPC specifies that this objection 'does not need to be justified and may be expressed by any means. In the case of content made available to the public online, this objection may notably be expressed through machine-readable means, including metadata, and using terms and conditions of a website or service.'

It is recalled that, as part of its activities, Pathé Films may authorize its contracting parties and/or press organizations to use audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) available on the Site, strictly to the extent necessary for the authorized exploitation or for information purposes. However, these authorizations do not allow such contracting parties and/or press organizations to make digital copies or reproductions of these works, content, and/or their components for text and data mining purposes, nor to authorize third parties to do so, including generative AI systems.

Consequently, any text and data mining operations by a generative AI system using audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) presented or made available to the public online on the Site or by third parties, whether such availability is partial or complete, free or paid, constitute acts of infringement subject to penalties under Articles L. 331-1 and following of the IPC, unless prior written consent is obtained from Pathé Films (or, where applicable, from the collective management organization expressly mandated by Pathé Films for this purpose).

To facilitate the reading of this objection by machine or any automated data collection device, this objection is also expressed as follows: <TDM-RESERVATION: 1> or TDM: NO.

### **Article 6 - Visitor Behavior**

Each Visitor must use the Site responsibly, with respect and courtesy towards the rights of other Internet users, and as such, is prohibited from:

- Making statements, exhibiting behavior, or publishing content that is illegal, harmful, threatening, abusive, harassing, unlawful, defamatory, vulgar, obscene, contrary to public decency, infringing on an individual's privacy, including their right to their image, hateful, offensive, or shocking from a racial, ethnic, or other perspective;
- Using the Site to post, email, or transmit unsolicited or unauthorized advertising or promotional materials, or any material containing software viruses or other malicious codes, files, or programs;
- Disrupting the access and peaceful use of the Site by Visitors;
- Accessing confidential data and private servers of Pathé Films;
- Attempting to probe, scan, or test the vulnerability of any system or network, or bypassing security or authentication measures without authorization and outside the framework provided by the Coordinated Vulnerability Disclosure Policy of Pathé Films, available on the Site;
- Impersonating another individual;
- Engaging in any unlawful activity.

In the event of a breach of these obligations or prohibitions, Pathé Films reserves the right to take the following measures, without prior notice or compensation:

- Temporary or permanent suspension of access to the Site;
- Deletion of the Account, if applicable;
- Reporting to competent authorities in case of a violation; and/or
- Initiating legal proceedings for any damage caused to Pathé Films or third parties.

### **Article 7 - Liability**

Pathé Films will do its best to always ensure the proper and secure functioning of the Site. In no event shall Pathé Films be held liable for any direct or indirect damage that any Visitor may suffer as a result of consulting or using the Site, whatever the causes, origins, nature, or consequences, including in case of interruption or inaccessibility of the Site, as well as in case of damage resulting from the presence of any malicious computer code, including but not limited to computer viruses, or fraudulent acts by third parties (such as an intrusion) from the Site. The unavailability



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of the Site shall not entitle any compensation. Furthermore, Pathé Films shall not be held liable in case of use contrary to the GTU.

### **Article 8 - Personal Data and Cookies**

Pathé Films may collect personal data concerning the Visitor, particularly when the Visitor browses the Site, authenticates, subscribes to the newsletter, sends a request via Customer Service, or sends an email to one of the addresses mentioned on the Site. Pathé Films undertakes to comply with the applicable regulations on the protection of personal data of the Visitor, particularly the European General Data Protection Regulation 2016/679 of April 27, 2016 (hereinafter referred to as "GDPR") and the French Data Protection Act. The Visitor has the right to access, rectify, port, delete, and limit the processing of their data. The Data Protection Officer can be contacted for any request via the email address [dataprivacy@pathe.com](mailto:dataprivacy@pathe.com).

If the Visitor believes that Pathé Films has not processed their data in accordance with the regulations on the protection of personal data, the Visitor has the right to file a complaint with the CNIL: <https://www.cnil.fr/fr/plaintes>.

For more information on the processing of personal data, the Visitor is invited to consult the « Data Protection Charter » accessible on the Site.

### **Article 9 - Non-waiver**

The fact that Pathé Films does not invoke a violation by a user of one of the obligations referred to in these GTU shall not be interpreted for the future as a waiver of the obligation in question.

### **Article 10 – Applicable Law and Jurisdiction**

The GTU shall be governed and interpreted in accordance with French law. Any action arising from or resulting from your use of the Site or the GTU must be brought before the competent French courts.