

Terms and Conditions of Collective Subscriptions for use of the medici.tv Website

1. OBJECT

This document describes the Services offered by the MUSEEC Company to educational and documentary resource Establishments and defines their rights and obligations in the context of marketing by the MUSEEC Company of its Video on Demand Services available by Subscription on the medici.tv Website.

These rights and obligations apply, to the exclusion of all other conditions, to any Establishment and its Users. The Establishment confirms it has read the following provisions before Streaming the desired Audiovisual Programme(s). The Establishment expressly and definitively accepts the terms set forth below. The Establishment agrees to bring the following provisions to the attention of its Users.

2. DEFINITIONS

In these Terms and Conditions, the capitalized words or phrases have the following meanings:

. **Collective Subscription or Subscription:** refers to the offer marketed by the MUSEEC Company on its Website, available at edu.medici.tv, and on which, upon payment of a fee, all the Audiovisual Programmes in the catalogue available on the medici.tv Website can be streamed for a given period, subject to any geographical limitations governing the viewing of some Programmes. This offer is open to public or private educational Establishments (universities, colleges, community colleges, music schools, high schools, etc.) as well as documentary resource Establishments (libraries, digital libraries, etc.).

. **Terms and Conditions** (hereinafter "Terms"): refers to this document.

. **Subscription Form:** refers to the form signed by the Establishment as acceptance of the Terms.

. **User/Establishment Equipment or Computer Equipment:** refers to the User's or the Establishment's computer system, allowing them access to the Services of the medici.tv Website. This includes computers and/or smartphones and/or tablets with an Internet connection and installed software, as well as other reproduction equipment for Audiovisual Programmes connected thereto (stereo, television, etc.). The User/Establishment is responsible for the proper functioning of its Computer Equipment.

. **The Establishment:** refers to the legal entity whose purpose is to teach or document that has paid for the use of a Collective Subscription to the medici.tv Website.

. **Company:** refers to the MUSEEC company

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. **Audiovisual Programmes:** refers to all audiovisual content that can be accessed by Users/Establishments on the medici.tv Website.

. **Website:** means the website operated by the Company whose access URL is <http://edu.medici.tv>. and which allows access to the Service.

. **Service(s):** refers to the Service(s) offered by the medici.tv Website.

. **Streaming:** refers to the linear consultation of a Programme on the User's/Establishment's Equipment, without the possibility to download it and for a fee.

. **User:** Unless this term has another applicable definition within the Establishment, this word refers to the person who is authorized to access the Service (e.g. subscriber librarian, employee, student/pupil, teacher, walk-in visitor, etc.), under the responsibility of the Establishment to which they belong. Access to the Service stops as soon as the User leaves the Establishment (e.g. end of studies, resignation, dismissal, etc.).

. **Video on Demand:** refers to the transmission of Audiovisual Programmes through a coded signal to be received by the User's Computer Equipment, at a time determined by the User requesting the transmission, in exchange of the Establishment's payment.

3. SCOPE

Access to the Service is reserved for the Establishment and Users.

4. SCOPE

4.1. Geographical limits

The Service offered by the Company on the Website is accessible around the world. However, the Company reserves the right to restrict access to certain Programmes in certain countries, depending on the rights granted to the Company by their respective producers.

4.2. Availability of Collective Subscriptions

The Service includes individual and collective consumption within the Establishment and remotely, excluding any use outside the framework of the Establishment by any third party to the Establishment and any commercial use.

4.3. Customers concerned

The Service offered by the Company on the Website is reserved exclusively for the Establishment for use by its Users alone. Provided that Users have their own device with a suitable IT system enabling them to access the Service, and following prior technical tests, the Services offered by the Company and paid for will be available via remote access through a secure connection through IP authentication and VPN access.

4.4. Interruption or modification of Services

The Company may make changes to Services for technical development needs.

5. ACCESSING AND REGISTERING FOR THE SERVICE

5.1. Registration

To register, the Establishment must fully complete and sign the Subscription Form provided by the Company. The Company then sends an invoice for the price indicated on the Subscription Form to the Establishment. An account allowing access to the Service will be opened by the Company and the invoice will have to be paid in full by the Establishment.

5.2. Accessing the Service

The Service can be directly accessed from the Website. Access to the Service also requires an Internet connection; the cost of this connection remains entirely at the Establishment's expense.

5.3. Necessary computer equipment

It is recommended that the Establishment check the compatibility of the Service with its hardware and its Users' hardware prior to Subscription. Minimum system requirements are dictated by the video player used by the Service: JW Player. JW Player officially supports the browsers listed [here](#), but recommended browsers are: Chrome 65+, Edge 16+, Firefox 60+ and Safari 10+. The Service is compatible with Mac OS, Windows and Linux operating systems.

5.4. Deactivating an account

If the Establishment decides not to renew its Subscription, its account will automatically be deactivated at the end of the period specified in the Subscription Form.

6. PRICE AND PAYMENT CONDITIONS

6.1. Price and delivery mode

The offer for viewing Audiovisual Programmes on the Website is sold by Subscription. The applicable price is that determined by both parties, the Establishment and Company's Head of Sales, on the day the Service is subscribed. The price includes the VAT applicable on the day of the order. The price may be changed by the Company from one Subscription year to another, and applied with the Institution's agreement.

6.2. Payment methods

Payment must be made by bank transfer or by check. Failing receipt of the price in full, the Society reserves the right to deactivate the Establishment's access to the Service.

7. REMOTE SELLING

The Establishment recognizes that the conclusion of these Terms is within the scope of its main business activity and therefore recognizes that it does not benefit from a right of withdrawal. In any case, the Establishment waives any exercise of any right of withdrawal given the fact that the Service consists of the supply of digital content not supplied on hardware.

8. SUBSCRIPTION

8.1. Object

Following full payment of a price, the Subscription enables Users to view, over a period defined in the Subscription Form, all Audiovisual Programmes available on the Website, subject to geographical limitations provided for in Article 4.1 of these Terms.

8.2. Entry into force, term of the Subscription

The Subscription is taken out for a period specified on the Subscription Form. The Contract may be terminated as provided for in Article 8.5 of the Terms. The cancellation takes effect at the end of the commitment period.

8.3. Subscription rate

The price of the Subscription is the price indicated on the Subscription Form and the invoice addressed to the Establishment by the Company, previously accepted by the Establishment.

8.4. Service availability

Audiovisual Programmes offered as part of the Subscription are those that form part of the Audiovisual Programmes offered on the Website, subject to geographical limitations provided for in Article 4.1 of the Terms. Audiovisual Programmes are available for viewing in Streaming for the duration of the Subscription and can be viewed an unlimited amount of times, subject to the availability of rights negotiated by the Company with copyright holders of Audiovisual Programmes.

8.5. Termination and cancellation

With Subscription to Video on Demand, the Establishment may cancel the Subscription at the end of the commitment period. The Establishment's account will automatically be deactivated at the end of the period specified in the Contract.

Furthermore, the Company reserves the right to disable or suspend the Establishment's account without penalty, and to refuse them access to the Service in the following cases:

- non-compliance by the Establishment with these Terms;
- non-payment by the Establishment of the amounts due;
- acts contrary to the interests of the Website by the Establishment (see in particular Articles 10 and 11 of these Terms).

It shall inform the Establishment by letter stating the grounds for suspension or deactivation, and the Establishment will then have a period of sixty (60) days as of notification by the Company of the infringement committed to repair the damage/violation. If at the end of this period, the Company believes that the Establishment has suitably repaired the violation or the damage caused, it will reinstate access to the Service. In the opposite case, the Company may legally terminate the contract with the Establishment.

If the Contract cannot be performed due to an event of force majeure, the contract will be automatically terminated and the Parties released of their obligations.

8.6 No Diminution of Rights

Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Establishment or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of the copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, the Company shall not place access, use or other restrictions on the content beyond those found in the open license, where applicable.

9. PERSONAL DATA PROTECTION/COOKIES

9.1. Using files

Creation of an account is subject to the automatic processing of personal data for which the Company is entirely responsible.

This data processing has been declared to the French National Commission for Data Protection and Liberties (CNIL) under the receipt number 1477675.

9.2. Data collected

The company collects:

- data the Establishment/User provides the Company, such as while creating an account;
- data the User creates while using the Service.

Data provided by the Establishment/User

This can include:

- The Establishment/User's profile: The Company collects data provided during the creation and modification of the account. This can include the name, email address, password (in a secure, encrypted manner that remains inaccessible to the Company's staff), date of birth, country, language, and the means by which the Establishment/User came into contact with the Company for the first time.
- Data pertaining to the Establishment's subscription and banking information: the Company collects data concerning the Subscription (its creation, modification, and termination), and the Establishment's payment or banking information (amount due, payment method and date of reception of payment).
- Data pertaining to the customer service: The Company collects data the Establishment/User provides when they contact the Society's customer service.

Data created as the User uses the Service

This can include:

- Data related to the User's video history: the Company collects the list of the videos viewed by the User in order to be able to provide them access to this list (available via the User's account page).
- Data related to the User's "favorite" videos: the Company collects the list of the videos saved as "favorites" by the User in order to be able to provide them access to this list (available via the User's account page).
- Other data related to the use of the Service. For example, the Company collects the date and time of visit to the Service. The Company also anonymously collects data about the different features used and pages consulted, the crashes that might happen, the browser used and the sites or services the User used before using the Service. In certain cases, the Company also collects this data via the use of cookies, pixels, or other similar technologies which create and store anonymous unique identifiers. For more information, the User may consult section "9.6 Use of cookies."
- Data related to the device: the Company can collect information concerning the device the User uses to access the Service, including the device model, the IP address, any operating systems and their versions, the browser, language preferences or the universally unique identifier (UUID).

9.3 Use of data

The company collects and uses data:

- to provide high-quality and reliable Service to the Establishment/User;
- to assist the Establishment/User in using the Service;
- for research and development;
- to communicate with the Establishment/User;

- for use in legal proceedings.

The Company is prohibited from selling or sharing personal data with third parties for direct marketing purposes.

Providing Services and features

The Company uses the data collected in order to:

- create and update the Establishment and the User's individual account;
- process payment for the Service or facilitate payment processing;
- find and make interesting videos available to the User;
- provide the User with a personalized experience including the ability to create a list of favorite videos or providing easy access to certain video content;
- organize the necessary internal operations to provide the Service, for example by correcting operational or technical bugs, researching and testing and monitoring and analyzing the usage tendencies in relation to its activities.

Client services:

The Company uses the data collected in order to guide the Establishment/User when they contact the Company, for example in order to:

- analyze and respond to questions and complaints;
- study the suggestions and feedback collected in order to improve the Service.

Research and development

The Company can use the data obtained for research, test and analysis, in order to improve the quality of the Service and create new features and products.

Communication

The Company can use the data collected in order to improve communication regarding the Service and its promotions, studies, tests, news, programming and events.

Legal proceedings and requirements

The Company can use the data collected to study and process complaints and legal disputes concerning use of the Service.

9.4 Data storage and erasure

The Company stores the data outlined in section "9.2 Data collected" as long as the User has an account with the Service. If the User revokes consent to this data storage or to the use of their personal data, the User will lose their ability to use all or part of the Service.

The User can request that their account be deactivated or permanently erased at any time (including all related personal data):

. If the User requests that their account be deactivated, the account will no longer be active. The User will no longer be able to access the account. This doesn't mean that the Establishment's account is deactivated. The User's related personal data isn't erased and the User can request the reactivation of their account at any time.

. If the User requests that their account be permanently erased, the account and all related personal data will be deleted. The user will no longer be able to use the Service. The User will not be able to request the reactivation of their account or access to the personal data they provided before the deletion of their account.

Such a request from a User does not entitle the Establishment to either a full or partial reimbursement of its Subscription to the Service.

Section "9.5 User rights of access, rectification and opposition" outlines the steps to follow to submit a request for account deactivation or erasure.

9.5. Establishment/User rights of access, rectification and opposition

Under the Data Protection Act of 6 January 1978, the Establishment/User has, at any time, the right to access information concerning themselves, the right to have it corrected or completed if it is incorrect or incomplete, the right to oppose its disclosure to third parties, the right to object, free of charge, to its use for commercial purposes and, more generally, the right to oppose any form of processing as defined in paragraph 3 of Article 2 of the aforementioned law.

Beginning May 25th, 2018, the processing of Users' personal data of in the European Union will be subject to the

European Union's [General Data Protection Regulation \("GDPR"\)](#).

To access, correct, or oppose the processing of one's personal data, the Establishment/User must simply make a written request to the Company, citing:

- name of the User concerned;
- phone number of the User concerned;
- email address of the User concerned;
- a copy of the concerned User's piece of identification.

These pieces must be sent to the following mailing address: MUSEEC, 54, rue de Paradis, 75010 Paris, or the following electronic address: institutions@medici.tv.

9.6. Use of cookies

When accessing the Service, cookies are installed on the User's Computer Equipment. Cookies are files sent by the Internet browser and stored on the hard disk of User Computer Equipment. In this case, they contain information related to browsing the Website (in particular pages viewed, date and time of connection) that the Website may read during subsequent visits. They are automatically created upon registration and enabled when the User connects to the Website. Nevertheless, they can be switched off by configuring browser preferences to not accept cookies.

9.7 The Company agrees that no personally identifiable information, including but not limited to log-ins recorded in the system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If the Company is compelled by law or court order to disclose personally identifiable information of Users or patterns of use, the Company shall provide the Establishment with adequate prior written notice as soon as is practicable, so that the Establishment or Users may seek protective orders or other remedies. The Company will notify the Establishment and Users as soon as is practicable if the Company's systems are breached and the confidentiality of personally identifiable information is compromised.

10. INTELLECTUAL PROPERTY

10.1. Website protection

The Company is and will remain the owner of intellectual property rights attached:

- to the Website and its components, including but not limited to information, databases, software or graphics;
- to any distinctive sign, filed or recorded by the Company under a trademark or protected under any legislation relating to intellectual property.

The Contract does not involve any transfer of ownership on the part of the Company to the Establishment, and by no means involves, in particular, any authorization to represent, modify, reproduce or use for commercial purposes the various elements of the Website. Any damage, or, in the absence of prior written consent, any representation, reproduction, modification, commercial use, total or partial, of the various elements of the Website is prohibited and makes perpetrators liable to prosecution.

10.2. Protection of Audiovisual Programmes

Audiovisual Programmes viewed by the Establishment and its Users are digital files protected by national and international laws governing copyright. They can only be used within the limits defined in these Terms.

The Company guarantees that it holds the necessary rights to Audiovisual Programmes, that it has obtained the authorization of those entitled for the use of Audiovisual Programmes and the use of such Audiovisual Programmes by the Establishment and its Users in accordance with this contract shall be without prejudice to the copyright or other right of a third party to the Audiovisual Programme(s).

The provision of Audiovisual Programmes implies, on the Establishment's behalf, acceptance of the non-exclusive and non-transferable usage rights.

The Establishment may not under any circumstances consider that they own the digital files corresponding to Audiovisual Programmes.

Any partial or whole reproduction of Audiovisual Programmes, on any media, is prohibited. Failure to comply with this prohibition constitutes an infringement and may result in civil and criminal penalties.

Digital files on the Site may be protected by technical protection and information measures, namely protection systems to control their use and, in particular, their duplication.

The Establishment expressly acknowledges and agrees that technical protection and information measures may limit their access to one or more Audiovisual Programmes and the use thereof. The Establishment further agrees to the automatic updating of technical protection and information measures, and any associated consequences.

Technical protection and information measures are governed by the French Code of Intellectual Property. The Establishment agrees not to take any action to circumvent or undermine the techniques for controlling digital content. Any attempt to bypass these measures is liable to penalties under this same Code.

11. RESPONSIBILITIES AND OBLIGATIONS

11.1. Company responsibilities and obligations

Access to the Website is continuously subject to periods of maintenance and repair, updating of servers and possible one-off interruptions. Users will be notified of any interruptions to Services that can be scheduled via the Website at least 24 hours before they occur, except when such interruptions are urgent.

It is expressly understood that the Company will in no way be held responsible for any damage suffered by the Establishment and/or any third party due to:

- any site unavailability and, in general, any technical fault due to an external cause;
- a case of force majeure.

In the case whereby the Company would be liable, compensation will apply only to direct, personal, damage, including but not limited to any damages and/or indirect and/or immaterial, punitive or consequential damages, such as, in particular, loss of profit, commercial, moral and financial damages, loss of clients, loss of opportunity and loss of profits that are caused by, originate from, or are founded upon use of the Website and Services.

If one or more financial penalties must be imposed on the Company as a result of its liability being incurred under these Terms, for any reason, the cumulative amount of the penalty/penalties shall not exceed the amounts actually levied by the Company under the Subscription.

In any event, the Company may not be held liable for negligence or any act fully or partially attributable to the Establishment, a third party or in the event of force majeure.

The Company shall make best efforts to make the Licensed Materials comply with California and federal disabilities laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA (<https://www.w3.org/WAI/standards-guidelines/>). The Company agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

11.2. Establishment Responsibilities and Obligations

The Establishment agrees not to circumvent or undermine the technical measures used to protect digital files as well as, if applicable, any device with the same objective and does so particularly in respect of Article 10 of these Terms. As is the case with any User, the Establishment is responsible for protecting its Computer Equipment in particular against any form of contamination by viruses and/or attempted intrusion and the Company may under no circumstances be held responsible.

If the Establishment has reason to suspect security has been breached, including loss, theft or unauthorized use of its Users' login IDs and/or passwords, the Establishment agrees to immediately notify the Company.

The Establishment undertakes to immediately inform the Company of any technical difficulties observed on the Website, particularly in connection with Audiovisual Programmes.

The Establishment agrees not to use loopholes, computer bugs or any other form of error to gain advantages when using the Website.

Users and the Establishment are solely responsible for the operation of their Computer Equipment. The Company shall in no event be liable if the Service offered by the Website proves to be incompatible or dysfunctions with certain software, configurations, User or Establishment operating equipment or systems.

12. HYPERLINKS

Hyperlinks on the Website may link to other websites or other information managed by partner websites. When the Company may not exercise any control over such sites, it cannot be held liable if the content of such other sites derogates from the laws and/or regulations in force.

13. REVIEW OF GENERAL CONDITIONS

The Company reserves the right to modify these Terms at any time. The Company will submit these changes to the Establishment at the time of their renewal.

In the event that the Company requires users to agree to additional terms relating to the use of Licensed Materials (commonly referred to as “click-through” or “clickwrap” licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Users are not a party to this Agreement.

14. VALIDITY OF GENERAL CONDITIONS

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation or following a final decision of a competent court, other provisions shall remain in full force and be upheld.

15. MISCELLANEOUS

15.1. Failure to require or force the Establishment to carry out some of the provisions of these Terms or the failure to assert any right under these Terms shall be construed as a waiver on the part of the Company's right to require or to impose the implementation of these provisions.

15.2. The Establishment agrees that the Company may assign this Contract, in whole or in part, at any time. The transfer will take effect on the date of notification of this sale to the Establishment, by any means. If any portion of the Licensed Materials is transferred to or acquired from another party, the Company shall use best efforts to ensure that the Establishment does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Company is acting as the transferring or acquiring party. If the Establishment is transferring any portion of the Licensed Materials to another party, the Company will use best efforts to assign all rights and obligations to the assignee. However, the Establishment may not assign, transfer or grant any rights or obligations of these Terms without the prior written consent of the Company.

16. APPLICABLE LAW FOR DISPUTES

This agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The Parties agree to make every effort to resolve amicably any dispute that may arise from the interpretation, execution and/or termination of these Terms.

17. CONTACT, SUPPORT AND CLAIMS

For questions or information on Programmes or regarding claims, the Establishment must contact the Company using the email address: institutions@medici.tv.

18. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.