

CPB	COMPAGNIE DES PHARES ET BALISES	T. +33 (0)1 44 75 11 33	F. +33(0)1 44 75 11 35
	108, avenue Ledru Rollin 75011 Paris FRANCE	www.phares-balises.fr info@phares-balises.fr	S.A.S au capital de 75 000 euros SIRET 384 578 381 00020 R.C.S Paris B 384 578 381 TVA FR 83 384 578 381 - APE 5911A

General Terms of Use

CPB FILMS – Compagnie des Phares et Balises, hereafter known as « CPB Films », is a simplified joint-stock company with €75.000 in share capital, registered with the Commercial and Companies Registry of Paris under the number B38457838100020, whose principal place of business is located at 108 avenue Ledru-Rollin, 75011 Paris - FRANCE.

The general terms of use aimed to inform users about conditions for the access to the online streaming services – on the website www.cpbfilms.com – to the films sent by CPB Films.

The protected audiovisual content may be accessed subject to prior approval of registrations and observance of these General Terms of Use and the user will be sole responsible of infringement of the intellectual property and personality rights.

1- Definitions

Programs: The audiovisual works included in CPB Films catalogue ;

Trailers: an audiovisual segment constituting a reediting of a program or of several programs ;

Content: the programs and trailers available on our website ;

Website: the streaming service operated by CPB Films by means of a web page that can be accessed at www.cpbfilms.com;

Users: persons or organizations whose registration has been approved and confirmed by CPB Films.

2- Registration

Before they can access the website, users must first set up an account by providing the required information on our online registration form, giving their : last name, first name, title, industry sector, company, country, phone number, email address and password.

This ID and password are strictly for personal use and couldn't be transferred to others without a previous and written agreement of CPB Films.

Only media professionals who want to acquire licensing rights are eligible to view the programs.

CPB Films reserves the right to refuse any registration of persons or organizations if it deems that their business or motivations are not consistent with the purpose of the streaming service.

3- Technical Specifications

Despite all the care taken in creating and updating the website, it may contain errors, inaccuracies or omissions. CPB Films disclaims all liability in error, alteration, experience connection problems or interruption in the service or all others problems, in particular in case of:

- Improper use of the website due to inappropriate equipment
- A malfunction attributable to users' internet service provider
- Overloading of the Internet
- Force majeure

CPB Films may temporarily shut down the website in order to upgrade it or to perform maintenance, and that, without previous information of the user.

4- Use of the streaming service

Access to this website is strictly reserved for Users to view the streaming content using only the media player supplied by the website.

The content is available to users free-of-charge for the sole purpose of promoting CPB Films catalogue and to allow users to view them in order to purchase them. Therefore, content can only be viewed by identified users for strictly professional and non-commercial use.

As a reminder, the user shall be deemed solely liable for any abusive and infringing Use of any functionality on the website as regards to intellectual property rights, personality rights, and any other user's right. CPB Films shall not be liable for any those potential abuses and infringements.

Accordingly, users must agree not to do any of the following:

- use any technology to copy all or any of the content
- feature, cause to feature, use or perform the streaming content taken from the website for third-parties, either on a commercial or noncommercial basis
- reproduce or capture in any format whatsoever all or part of the content
- create or cause to create on or via a website other than CPB Films a link making it possible to view the content

Users agree not to use any technology intended to disorganize, diminish or prevent the normal functioning of the website.

5- Intellectual Property

All content of the Website are likely to be protected by copyright legislation, and are the property of CPB Films and/or third parties.

CPB Films is the sole owner of the licensing rights on and to the CPB Films trademark and logo as well as to the www.cpbfilms.com domain name.

Users guarantee CPB Films against any infringement of the intellectual property rights referred to above as a result of using the website. He would be considered liable of any infringement of the intellectual property rights or personality rights.

6- Data collection

The streaming service enables the professional users to register for the streaming service at the condition of the article 4 hereabove.

Any information provided to the website by the user will be transmitted only to CPB Films for the purpose of identifying users of the service and in order to be able to inform users about the catalogue and about information in the news regarding CPB Films. It won't be transmitted to third party, especially for commercial or advertising purposes.

He is also entitled to object, at no cost to him, to the data held on him being used for canvassing purposes, notably marketing purposes, by the current or future processing manager.

Personal data relative to the user's registration for the Streaming Service will be gathered and processed by CPB FILMS, in accordance with the French Data Protection Law (Loi Informatique et Libertés) of 6 January 1978, as amended by the law of 6 August 2004. This processing shall be declared to the Commission Nationale Informatique et Libertés (CNIL) [France's data protection agency].

Under Articles 39 and 40 of the said law, as amended, the user is entitled to access, rectify and remove Personal Data held on him. The user is also entitled to object, for legitimate reasons, to the processing of any Personal Data held on him. He should address all remarks or request to the following email address : info@cpbfilms.com.

7- Responsibility

CPB Films wouldn't be considered as responsible in abusive or illegal exploitation of any or all content of the streaming service.

The user further warrants to CPB Films that he shall use the website strictly in accordance with these terms and conditions of use and the legislation in force. In this connection, the user shall hold CPB Films harmless against any recourse, including legal fees and legal costs, orders against it, damages, losses, costs and sundry disbursements incurred by CPB Films, resulting from any complaint, demand, claim, recourse, lawsuit or order that directly or indirectly arises or originates from or is based on a violation of these terms and conditions of use and/or the legislation in force.