



TERMS OF USE

Article 1 – Purpose

The pathéfilms.com website (hereinafter “**Website**”) purpose is to provide a professional platform for actors in the cinematographic industry, offering access to films and services adapted to the needs of cinema operators and other professional in this sector.

Article 2 – Scope of application and modification of the General Conditions of Use of the Website

2.1 Scope of application

The Terms of Use (hereinafter “**TOU**”) govern the use of the Website and its potential related services.

Pathé Films advises the internet user, whether the internet user created a professional space or not (hereinafter the “**Visitor**”) to check the TOU regularly. The applicable version of the TOU is the one in place during the Website visit and/or the use of the content and the potential related services by the Visitor.

2.2 Modification

Pathé reserves its right to modify the present TOU, notably to comply to any legal evolution.

Article 3 – Creation and management of the professional space

3.1 Creation of the professional space

The creation of the space is exclusively limited to professionals. It is free and optional. However, certain functionalities, services and special offers may be restricted to registered and connected professionals. To create your professional space (hereinafter “**Account**”), simply following the instructions available on the Website.

The Account creation on our Website is subject to Pathé Films’ validation in order to confirm your professional status. After having followed the instructions and submitted the required information for the inscription, your account creation request will be examined. Pathé Films reserves the right to ask for additional justifications to verify the exactitude of the submitted information. Once your professional status has been confirmed, your Account will be activated, and you may benefit from complete access to the functionalities, services and special offers reserved to professionals registered on the Website.

When creating your Account, you commit to provide exact and up-to-date information that concern you, and to update them rapidly in case of change. It is forbidden to impersonate someone’s else identity or use information out of another person’s Account. Your rights as a professional registered on the Website are neither transferable nor sublicensable.

We reserve the right to suspend or terminate your Account, and to refuse your access to the Website, present or future, entirely or partly, if we suspect that you provided us with false, inexact, incomplete information or attempt to do a non-authorized assignment to 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 are required to inform us immediately.

Article 4 – Newsletter subscription

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 updates on our films and news. You can unsubscribe at any time by following the unsubscribe link in each newsletter.

Article 5 – Intellectual Property

5.1. Website



TERMS OF USE

Unless otherwise stated regarding the use of promotional material, the Website and each of its components (audiovisual, textual, sound, graphic, and photographic elements, etc.), including software, databases, newsletters, animations, games, etc. (hereinafter referred to as the “Content”), are the exclusive property of Pathé Films. Reproduction, downloading, representation, adaptation, modification, transmission, or 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 the Site’s 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 Website are subject to intellectual property rights that may be held by Pathé Films, a company in its Group, or a third party associated with it. Any use, in any manner whatsoever, of these trademarks and/or logos is prohibited. Pathé Films or any company holding intellectual property rights reserves the right to claim damages in case of infringement of its rights.

5.3. Hyperlinks

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

5.4 Use of the Promotional Material

Pathé Films provides promotional material such as posters, photos, teasers, educational material, spots, etc. related to films (hereinafter “Promotional Material”) to those who have an Account on our Website. The Promotional Material is accessible only to individuals with an Account on our Website who are logged in. The accessible Promotional Material varies according to your professional category. By using the Promotional Material provided by our Website, you agree to the terms of this non-exclusive, revocable, and limited license, granted in accordance with the intellectual property code. You are authorized to:

- Use the 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 on copyrights, trademarks, or other intellectual property rights associated with the Promotional Material.
- This license is granted for a duration equal to the publication period of the Promotional Material on the Website and worldwide and may be terminated by Pathé Films at any time in case of non-compliance with its terms. Any use of the Promotional Material outside the limits of this license may result in legal action.

Article 6 – Visitors’ Behaviors

Each Visitor must use the Website responsibly, with respect and courtesy towards the rights of other Internet users, and as such, must not:

- Make statements, behave, or publish content that is illegal, harmful, threatening, abusive, harassing, criminal, defamatory, vulgar, obscene, contrary to good morals, infringing on a person’s privacy, including their right to image, hateful, offensive, or shocking from a racial, ethnic, or other perspective;
- Use the Website to display, send by email, or transmit by any other means to Visitors unsolicited or unauthorized advertising or promotional materials, or any material containing software viruses or other malicious computer codes, files, or programs;
- Interfere with the access and peaceful use of the Website by Visitors;
- Access confidential data and private servers of Pathé Films;
- Attempt to probe, scan, or test the vulnerability of a system or network, or circumvent security or authentication measures without authorization and outside the framework provided by Pathé Films’ Coordinated Vulnerability Disclosure Policy available on the Website;
- Impersonate another person;



TERMS OF USE

- Commit any illegal act.

Article 7 – Liability

Pathé Films will do its utmost to ensure the proper and secure functioning of the Website at all times. Under no circumstances 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 Website, regardless of the causes, origins, nature, or consequences, and in particular in the event of interruption or inaccessibility of the Website, as well as in the event 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 Website. The unavailability of the Website shall not entitle any compensation. Furthermore, Pathé Films shall not be held liable in the event of use contrary to the TOU.

Article 8 – Personal data and Cookies

Pathé Films may collect personal data concerning the Visitor, particularly when the Visitor browses the Website, authenticates, subscribes to the newsletter, submits a request via the Customer Service, or sends an email to one of the addresses mentioned on the Website. Pathé Films is committed to complying with the applicable regulations on the protection of the Visitor's personal data, notably the European General Data Protection Regulation 2016/679 of April 27, 2016 (hereinafter the "GDPR") and the French Data Protection Act. The Visitor has the right to access, rectify, portability, deletion, and limitation of the processing of their data. Data Protection Officer can be contacted for any request via the email address dataprivacy@pathe.com. If the Visitor believes that Pathé Films has not processed their data in accordance with the personal data protection regulations, 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 "[Privacy Policy](#)" available on the Website.

Article 9 – No waiver

The fact that Pathé Films does not invoke a breach by a user of any of the obligations set forth in these TOU shall not be interpreted in the future as a waiver of the obligation in question.

Article 10 – Applicable law and Jurisdiction

The TOU will be governed and interpreted in accordance with French Law. Any action arising from or relating to your use of the Website or to the TOU must be brought before the competent French courts.