

## **MODDS GENERAL TERMS AND CONDITIONS**

### **1) Acceptance of Modds General Terms and Conditions**

Welcome to [www.modds.fr](http://www.modds.fr) (the "Site"). Modds ("Modds", "we", "us" or "our" as applicable) provides you with access to the Site subject to the terms and conditions herein.

Please carefully read these terms and conditions.

By using this Site, you represent and warrant that you are 18 years old or more and that you have full capacity to accept these terms and conditions which constitute a binding agreement (the "Agreement") between you and Modds.

This Agreement applies to you and if you are using this Site on your employer's behalf, to you and your employer.

We reserve the right – at our sole discretion and without notification:

- a) to change, update, modify or discontinue – in whole or in part, temporarily or permanently – our Site;
- b) to change, modify, add or remove portions of this Agreement.

We encourage you to review this Agreement each time you use this Site. This Agreement was last revised on **June 1<sup>st</sup>, 2018**.

### **2) Permitted Uses of this Site**

This Site is solely intended for research, viewing, selecting and downloading low resolution Image(s) for internal evaluation of said Image(s) with the purpose of obtaining specific rights to use one or more Image(s).

### **3) Permitted Uses of Image(s) and Reproduction Rights**

Notwithstanding anything to the contrary under sections 2, 8.1 and 8.2 of this Agreement, Modds Images cannot be reproduced, copied or used in any way without **(a)** Modds's invoice (the "Invoice") stating for each Image the rights granted and the terms thereof ("Reproduction Rights") and **(b)** payment of said Invoice. Any Image use not specifically granted by Modds constitutes a copyright infringement.

All Images and rights therein, including copyright, remain the sole and exclusive property of Modds photographers.

In case of any conflict between the Agreement and Modds's Invoice(s), the terms of the Invoice(s) shall prevail.

To obtain reproduction rights, please contact [contact@modds.fr](mailto:contact@modds.fr)

### **4) Copyright Infringement**

Notwithstanding anything to the contrary under section 8.3 of this Agreement, Modds will charge you five (5) times its customary price for any unauthorized use of its Images in addition to any other fees, damages and penalties Modds may be entitled to under this Agreement and applicable law.

### **5) Site Ownership and Content**

This Site is owned, controlled, operated and administered by Modds from its offices in Paris, France. All of the content displayed on the Site including but not limited to photographic images ("Images"), data, texts and software (together "Content") is the exclusive property of Modds or its photographers and is protected by copyright, trade-dress, moral rights, trademark and other laws relating to the protection of intellectual property.

### **6) Account Registration and Registration Obligations**

Some of the functions of this Site require creation of an account with Modds. Account registration with Modds grants you full access to Modds's Content displayed on the Site. Modds reserves the right to whether or not grant you an account. You must provide true, accurate and complete information on Modds registration form ("Registration Data"). Further, you must maintain and promptly update the Registration Data to keep it true, accurate and complete. Should you fail to do so, Modds may suspend or terminate your account and prohibit you from all uses of Modds Site. Modds provides you with a user name and a password (together "Account Identification" or "AID") upon completion of the registration process. You are not allowed to select or use the AID of another person. You are wholly responsible for maintaining the confidentiality of your AID. You are further wholly responsible for any and all usage or activity on your account, including use of your account by any third party authorized by you to use your AID. You must notify Modds in writing of any known or suspected breach of security, including but not limited to loss, theft of your AID or any other relevant registration details provided. To register, please contact: [contact@modds.fr](mailto:contact@modds.fr)

### **7) Privacy Policy**

7.1) Modds is registered with the CNIL under number 1613401.

Any personal data you provide is reserved for Modds internal use only and will not be disclosed to any third party to the exception of Modds's contractors performing:

- a) Site technical management;
- b) Accounting;
- c) Legal assistance.

In accordance with the Act n°78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, you have the right to access, modify, rectify and delete your personal data. Please direct your inquiry at: [contact@modds.fr](mailto:contact@modds.fr)

7.2) Modds is in compliance with the General Data Protection (GDPR) (EU) 2016/679 on data protection and privacy, superseding the Data Protection Directive 95/46/EC.

#### 7.3) Cookies and Log Files

Modds uses cookies to store login information, your preferences while browsing our Site or for fraud protection. You may set your browser to reject cookies but it may affect your ability to use some of the functions or services of our Site.

Modds servers may automatically log your AID, domain name, browser type, date and time of access and other log file data.

#### 7.4) How Modds Uses Collected Information

Modds may use collected information for any purposes related to Modds business, including but not limited to:

- ! To generate statistical studies;
- ! To conduct market research;
- ! To improve Content;
- ! To enforce the Agreement.

#### 8) Unauthorized Uses of Site and Content

8.1) No use should be made of this Site Content except as expressly authorized by Modds. You are not authorized to copy, imitate in whole or in part by any means, including but not limited to, the use of framing, deep linking or mirroring. If you are interested in linking to Modds Site, please contact [contact@modds.fr](mailto:contact@modds.fr)

8.2) Further, you are not authorized including but not limited to:

- ! To use any device or technology tempering with the Site Content, the Site or the Site functioning;
- ! To violate the mechanical restrictions of the Site or bypass any measures preventing or limiting access to the Site or its Content;
- ! To modify, copy, reproduce, republish, retrieve, upload, post, transmit or distribute any Content, in whole or in part, including any code or software.

8.3) Unauthorized use of Content constitutes infringement of copyright and other applicable rights. Modds will exercise its rights and remedies under applicable laws for any unauthorized use of Content.

#### 9) Modds Trademarks

You may not use Modds trademark, logo or any other product or slogan of without Modds prior written consent. Other product and company names mentioned on the Site are trademarks of their respective owners.

#### 10) Links to Other Websites

This Site may contain links to third party sites. The links are provided to you only as a convenience and the inclusion of any link does not imply neither an endorsement by Modds of the linked sites nor any warranty from Modds on said sites. Access to said linked sites is at your own risk.

#### 11) International Users

This Site can be accessed from countries around the world and may contain references to Content including but not limited to services that are not meant for nor available in your country. You are responsible for compliance with local laws when accessing this Site from a location outside France.

#### 12) Disclaimers

Content and any part thereof provided on Site is provided « AS IS » without warranty of any kind either expressed or implied including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property rights.

Modds makes no representations or warranties as to the accuracy or completeness of the Content incorporated thereto and contained on this website.

Modds makes no representations or warranties that access to this Site will be uninterrupted, that this Site (Content incorporated thereto) will be secure and free of virus or other harmful components.

The use of the Content, in whole or in part, contained in this Site is your sole responsibility. Modds disclaims any liability for any damages whatsoever including without limitation direct, indirect, incidental and/or consequential damages resulting from access to the Site and use of the Content or any part thereof provided therein.

#### 13) Termination

Modds may terminate this Agreement at its sole election if you fail to comply with the terms of this Agreement.

#### 14) Severability

Should any provision contained in this Agreement prove to be wholly or partially invalid or unenforceable, or should subsequently become invalid or unenforceable as a consequence of changes in legislation following the conclusion of the Agreement, the remaining provisions of this Agreement

shall continue in full force and effect. The invalid provision shall be replaced by the legal provision which most closely achieves the intent of the invalid provision.

15) **Paragraph Headings**

Paragraph headings contained herein are for convenience only. They shall not be used in any way to govern, limit, modify or construe this Agreement and shall not be given any legal effect.

16) **Notices**

All notices herein shall be given by registered mail to:

MODDS

80 rue Taitbout

75009 Paris

France

17) **Governing Law and Venue**

This Agreement in English language is for courtesy. The French version of this Contract shall prevail over this courtesy translation.

This Agreement is governed by the laws of France. In the event of any action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Paris, France. You specifically agree to waive any and all rights to request that an action be transferred for trial to another country.

In any action to enforce the terms of this Agreement, Modds shall be entitled to recover its reasonable attorney's fees, expert fees and other legal expenses from you.

**Please do not use this Site and refrain from accessing it if you disagree with our Agreement or if you are a minor or have not full capacity accepting this Agreement.**