

TERMS AND CONDITIONS Museum TV

December 10 2020

Terms and conditions for using the my.museumtv.art site and its variations

My Museum TV is edited by MEDIART, SAS with capital of 201 929 euros
RCS Lille 497 742 916 whose head office is located at 9 rue Archimède 59650 Villeneuve
d'Ascq France

Intra-community VAT FR 90 497 742 916
Email address: contact@museumtv.art

Museum TV is hosted by the Okast service, which is managed by the company M.E.I Group
RCS de Nanterre under number B 790 589 469

1. Object

This document outlines the services offered by the company MEDIART via the my.museumtv.art website and its variations (iOS and Android mobile applications) as part of the MEDIART company's marketing of its video on demand services, accessible by subscription, and sets the rights and obligations of users of such services.

These rights and obligations apply to the exclusion of all other conditions. Users confirm they have read the following provisions before Streaming the desired Audiovisual Programme(s). By choosing to view one of the Audiovisual Programmes offered, Users expressly and definitively agree to the terms set out below.

2. Definitions

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

Subscription

refers to the methods for accessing Services on the Website, Mobile Applications and Variations as described in Article 7

Mobile Application or Variations

refers to mobile applications on the Museum TV platform available on iOS and Android and can be downloaded from the Apple App Store and Play Store

Terms and Conditions (hereinafter "Terms")

refers to this document.

User Equipment or Computer Equipment

refers to the User's computer system allowing it access to the services of the Museum TV website. This includes computers and/or smartphones and/or tablets equipped with an Internet connection and installed software, as well as other reproduction equipment for Audiovisual Programmes connected thereto (stereo, television, etc.). Users are responsible for the proper functioning of their Computer Equipment.

An equipment :

Computer:

- a computer equipped with at least Microsoft Windows 10 V2004 or a more recent version, or a Mac equipped with at least Mac OS X 10.13 or a more recent version.
- An internet browser: either Microsoft Edge, Chrome V42 or higher, Safari V10 or higher, Mozilla Firefox V39 or higher.

Mobile equipment:

Access to the Service is made directly via the Mobile Application which can be downloaded from the App Store or Google Play for mobile devices with an iOS (version 10.0 or later) or Android (version 5.0 Lollipop or later) operating system.

TV:

A connected television with

- Android TV technology
- Apple TV technology
- From a Chromecast device
- From the Amazon Fire TV device
- From the Roku app.

An internet connection, the cost of this connection remaining entirely the responsibility of the User.

Platform:

Means the database comprising the Audiovisual Programs and the Services to which the User has access as part of a Subscription.

Audiovisual Programmes

refers to all audiovisual content accessible to Users on the Museum TV website.

Company

refers to the MEDIART company Name: MEDIART, a simplified joint-stock company with a share capital of 201 929 euros, registered in the Trade and Companies Register of LILLE under number 497 742 916, and whose head office is located at 9 rue Archimède 59650 VILLENEUVE D'ASCQ, France Email address: contact@museumtv.art

Website

means the website operated by the Company whose access URL is <https://my.museumtv.art/> and which allows access to the Service, as well as Mobile Applications and Variations.

Service(s)

refers to the Streaming services accessible to the user who is registered on the website and the offer marketed by the MEDIART Company on its website Museum TV and/or mobile application, and which, via a Subscription and payment of a fee and for a given period and from the user's Computer Equipment, all Audiovisual Programmes on the Museum TV Website and mobile application catalogue can be streamed via the Internet, subject to any geographical limitations governing the viewing of some Programmes.

Streaming

refers to the linear consultation of a programme on the User's Equipment, without the possibility to download it.

User

means the person who completed the registration form to access the Company's "freemium" Streaming services and/or possesses a Subscription to the Website and accesses the Services via their account.

Video on demand

refers to the transmission of Audiovisual Programmes through a coded signal to be received by the User's Computer Equipment, which may be shared by a family, at a time determined by the person requesting the transmission in return for payment.

3. Acceptance of terms

Access to the Service is reserved for Users made fully aware of these Terms and who fully accepted them by checking the box provided for this purpose at the time of registration. These Terms can be saved and printed by anyone visiting the Website.

Minors must obtain permission from their parents or legal guardians before accepting these Terms. Persons exercising parental authority are guarantors of the minor User's Terms.

4. Description of service

The Company makes available to Users a streaming consultation service for audiovisual programs on demand, regularly renewed or supplemented, from the User's IT Equipment upon registration or on a Subscription basis.

Audiovisual programs accessible by streaming directly or indirectly concern well-being.

The catalog of audiovisual programs includes short films, feature films, reports, documentaries and series initially created and broadcast on television on the MEDIART channel or unpublished.

Certain audiovisual programs are only available in certain territories.

The Services include:

- Access to all audiovisual programs in the Directory,
- An indexed directory of Audiovisual Programs and a search engine allowing them to carry out a thematic search, by title, by director in alphabetical order
- The possibility of viewing an Audiovisual Program as many times as the User wishes,
- The possibility of creating several User profiles per Subscriber account,
- The possibility of simultaneously viewing several audiovisual programs within the limit of 3 programs.

- The possibility of interrupting the broadcasting of an audiovisual program and resuming it later at the same time, during a new connection,
- The possibility of creating a list of favorite audiovisual programs,
- The possibility of buying a gift card to offer a monthly or annual subscription to a third party.

5. Scope

5.1. Geographical limits

The use of Services offered by the Company on the Website is open to all individuals worldwide. However, the Company reserves the right to restrict access to certain Audiovisual Programmes in certain countries.

As regards European Union nationals outside France, they may, by virtue of the provisions of Regulation No. 2017-1128 of the European Parliament and of the Council of June 14, 2017 on the cross-border portability of online content services in the internal market, benefit from access to the Services when they are temporarily present in a State of the European Union other than their State of residence, provided that MEDIART can verify this. No fees are charged to the Subscriber for portability.

5.2. Changing Services and Accessing Services

The T & Cs being subject to modification at any time, those applicable are those in force on the day of the subscription of a Subscription by a User.

The Company may make changes to the Services related in particular to technical development needs.

In addition, the Company reserves the right to definitively stop a Service or all of its Services by respecting a notice of 1 month to inform the subscribed Users.

The User may then if he wishes to unsubscribe or terminate his Subscription, in accordance with the terms of Article 10 of these GTC.

If the termination of all the Services is a commercial decision of MEDIART, the Subscriber may obtain a reimbursement on a pro rata basis for his use of the price of the Subscription already paid which could not be used.

The User acknowledges and accepts that due to unforeseeable technical developments, the Company cannot undertake that the Services will be accessible on all media, in particular mobile, and their evolutions not yet known.

6. Accessing the service

6.1. Accessing the Service

Access to the Services is made directly from the Site. To view the Streaming Programs, the User must first register or take out a Subscription on the Site, by completing the mandatory fields of the registration form, marked with asterisks.

Access to the Services requires IT Equipment and an Internet connection, the cost of this connection remaining entirely the responsibility of the User.

Regarding the connection to the Internet, it is specified that apart from WIFI, access via 3G, 4G, 5G involves communication costs linked to the viewing of audiovisual programs for which MEDIART cannot be held responsible.

7. Registration and subscription

Certain audiovisual programs are accessible by registration without subscription. They are selected by the Company and may vary. The User wishing to be able to access additional content available in his territory must take out a Subscription.

When registering on the Site, the User must choose a username (his e-mail address) and a password to be confirmed.

These elements are confidential. The User will be solely responsible for the consequences of the use of his Subscriber Account, this until its deactivation unless the User demonstrates that the use of his identifiers and / or his account results from " fraud attributable to a third party. At the time of registration, each User agrees to provide accurate personal information to identify them and to inform the Company of any changes concerning them.

The User declares to be a natural person, of legal age in his country of residence, or to have obtained the authorization of his legal representative, to access the Services.

To take out a Subscription, the User must in any event register on the Site and then pay the price corresponding to the chosen Subscription plan.

To subscribe, the User will have to complete a form and pay for a Subscription according to the formula they have chosen. The Company will send him an email confirming his Subscription. The Subscriber will then be able to use the Services, he will have access to his Subscriber area which he can customize and see his Subscription period and the renewal date.

The Company cannot be held responsible if it has not been able to receive, under conditions of sufficient readability, the data relating to the registration of a Subscriber due to technical problems such as the failure of its information system, its internet access or other.

The Company reserves the right to automatically deactivate, without formality or notice or compensation, the Subscriber Account in the event of non-compliance by a User or a Subscriber of these conditions.

7.1. Subscription Term

7.1. Duration of the Subscription

The Company offers two types of Subscriptions:

monthly

annual

The Monthly Subscription is taken out for an indefinite period, with a minimum commitment period of one month.

The Annual Subscription is taken out for an indefinite period, with a minimum commitment period of one year.

At the end of the minimum commitment period, whether it is one month or one year, the Subscription will be tacitly renewed for a period identical to that initially taken out, unless the contract is terminated under the conditions such as described in article 10.

In the event of tacit renewal, the rate in effect at the time of renewal of the relevant Subscription will apply.

The Subscriber will be informed of the expiration and renewal date of his Subscription in his Subscriber Account area.

In accordance with the Consumer Code, in the event that the User subscribes to an annual Subscription, the Company will send him an email at the latest one (1) month before the end of the Subscription, notifying him of his possibility of not renew the Contract, termination being therefore possible until the date indicated in the notification email. If the User does not cancel his Subscription within the period indicated, it will be renewed for a further period of one year.

7.2. Trial offers

The Company may, without always being obliged to do so, offer free trial offers of the Services and of a variable duration not exceeding (31 days) (hereinafter the Trial Offers) allowing Users to test Services. These Trial Offers will be subject to these T & Cs and will be limited to a single time and for a single registration (same email address).

At the end of the free trial period, unless otherwise indicated on the Platform and unless terminated by the User under the conditions of article 11, any Trial Offer is transformed into a Monthly / Annual Subscription depending on the Subscription. chosen by the User, at the rate applicable to Subscriptions to Services.

7.3. Service availability

The Audiovisual Programs offered in the Subscription offer are those belonging to the Audiovisual Programs offer appearing on the Platform, subject to the geographical limitations provided for in Article 5.1 of the GTCS and the duration of the authorization to broadcast the Programs. audiovisuals from which the Company benefits. The Audiovisual Programs are available for viewing in Streaming for the duration of the Subscription without limiting the number of views, subject to the availability of the rights negotiated by the Company with the rights holders on the Audiovisual Programs.

The Company strives to keep the Platform accessible 24 hours a day, 7 days a week, but access to the Services may be interrupted for any reason, in particular technical, as the Company cannot offer any guarantee of continuity as a result.

8. Prices and terms of payment

8.1. Price and method of distribution

The price of the Subscription is the price indicated on the "Subscription" page of the Platform on the day of the subscription.

No price increase can occur during the minimum commitment period. At the end of this period, in the event of a rate increase, the Subscriber will be informed at least 1 (one) month before the entry into force thereof. In the event that the Subscriber refuses the increase, the latter may terminate his Subscription, in accordance with the terms of Article 10 of these GTC.

The price indicated takes into account VAT, TSA and / or other legal taxes that may apply on the day of the subscription. Any change in the applicable rate of these taxes, if any, will be directly reflected in the prices.

The Subscriber has the option of entering a promotional code at the payment stage. The promotional offer can be a percentage deducted from the base price or an amount deducted from the base price. Any promotional code has an expiration date. A promotional code may apply for a specific subscription term or for all subsequent renewals depending on the terms of the offer.

8.2. Payment terms

When taking out their Subscription, the User will make the initial payment by credit card. The transaction is secured via Stripe (Secure payment certification PSI-DSS Service Provider Level 1). The order is recorded and validated upon acceptance of payment.

The User communicates, upon registering for a Trial Offer or a Subscription, his bank details to the Stripe service provider whose solution has been certified PSI-DSS Service Provider Level 1, the highest international security standard, and secures therefore the protection of data relating to the card and the transaction. This information allows the subsequent withdrawal of the amounts corresponding to the Subscription he has chosen.

The Subscriber acknowledges that the transmission to the Company of information relating to his payment card constitutes an authorization to debit by monthly or annual debit from his account. In the event of renewal of his bank card, the Subscriber undertakes to communicate the new data applicable to the Company. Otherwise, he is liable to an automatic termination of his Subscription.

As part of a monthly Subscription, the User will then be debited monthly in the amount corresponding to the price of the Subscription, until termination by the User of his Subscription, according to the conditions provided for in Article 10 or until at the end of the contract for whatever reason.

As part of an annual Subscription, the amount corresponding to this Subscription will be debited at once at the time of registration, then annually, at each renewal of the Subscription, until termination by the User of his Subscription, according to the conditions provided for in article 10 or until the end of the contract for whatever reason. If the initial payment authorization is subsequently revoked, the User's Subscription will be terminated. Failing receipt of the price in its entirety, the User will not be able to access all of the Audiovisual Programs included in his Subscription. With the exception of the provisions of

Article 5.2 above, the Subscriber must be aware that the Company does not grant any refund or credit for periods of partial use, or for any content of the Site not watched.

9. Right of withdrawal

The Company informs the User that the Consumer Code provides for a withdrawal period of 14 (fourteen) clear days in the event of the conclusion of a distance service contract.

The Company nevertheless informs the User that under article L221-28 paragraph 13 ° of the Consumer Code, the right of withdrawal does not apply to contracts for the supply of digital content not supplied on a physical medium and placed immediately available to the User after payment.

The User expressly consents to the immediate provision of access to the Services, and therefore to the non-application of the right of withdrawal from his first use of the service. However, he has the right to terminate his Subscription under the conditions referred to in Article 10 below.

The Subscriber may also decide not to immediately access the Audiovisual Programs and therefore retain his right of withdrawal limited to 14 days following the date of payment for his Subscription. In this case, he must send the withdrawal email as follows:

- Send an email to contact@museumtv.art with the subject of withdrawal
- Make a declaration of honor for not using the service
- Request immediate unsubscription and a refund if it has exceeded the trial period.

The Company reserves the right to verify the veracity of its non-consumption by any means.

10. Termination

At the end of the minimum commitment period, the User can terminate his Subscription at any time by clicking on the unsubscribe link available in the "My account" section of the Site.

The termination takes effect at the end of the commitment period in progress upon receipt of the termination request. Thus, as part of an annual Subscription, in the event of termination, the Subscription will not be renewed for the following year, but no refund can be granted for the current year.

Furthermore, the Company reserves the right to deactivate or suspend, without compensation, the Subscriber's account and to refuse him and the other Users indicated on the Subscriber Account, any access to the Service in the following cases:

non-compliance by the User with the GTC,
non payment by the User of the sums due,
acts contrary to the interests of the Platform (see in particular Articles 13 and 14 of these GTC). It will inform the User beforehand and within a reasonable time by email, indicating the reasons for suspension or deactivation.

11 Force majeure

The Services may in particular be interrupted in the event of a fortuitous event or force majeure. In particular, the following are considered to be cases of force majeure: bad weather, natural disasters, fires and floods, lightning, attacks, cases of rupture and blocking of telecommunications and energy networks, damage caused by computer viruses that

cannot be circumvented by security devices available on the market, as well as any legal or regulatory or public order obligation imposed by the competent authorities having a substantial effect on the performance of the Services under these GTC as well as any other event of force majeure or fortuitous event within the meaning of French case law.

12. Protection of personal data

12.1. File exploitation

In the course of using or subscribing to our Services, your personal data may be collected and used. The Subscription is, in fact, subject to the performance of an automated processing of personal data for which the Company is responsible, certain data may also be communicated to our partners, in particular, the company STRIPE for the payment procedure. .

The Company explains to you:

- What personal data is collected (see 12.2)
- For what purposes: management of the subscription and management of the commercial relationship (Cf 12.3)
- To whom they are intended SAS MEDIART or any other entity of the SECOM group
- How long they are kept (CF 12.4)
- What are your rights (Cf 12.5)
- Who are your interlocutors on these questions (CF 12.6)

12.2 Data collected:

The Company collects:

- the information that the User provides to the Company, in particular when he creates an account and subscribes.
- the information that is created when the User uses the Services.
- information from other sources (including from Apple, Google Play, survey tools, social networks, etc.)
- Information provided by the User

This information may include:

User profile: The Company collects the information provided during the creation or modification of the account by the User. This information can include your name, your email, your password (in an encrypted way and not visible to the employees of the Company), your date of birth, your country of residence, your language, the means by which you contacted with the Company for the first time.

Information related to subscription and banking information: If the User subscribes or purchases a gift card on the Service, the Company also collects information on the Subscription (creation, modification, unsubscription), payment information or banking information (including related payment verification information). The details of the User's means of payment are collected and stored directly by the Stripe company (RCS Paris number: 807 572 011 RCS: STRIPE France, Legal form: SAS Stripe Capital: 1000 EUROS, Head office address: 10 boulevard Haussmann 75009 Paris) upon payment. Stripe is accredited for the collection, storage and processing of bank data, whose solution has been certified PSDS Service Provider Level 1, the highest international security standard, and therefore secures the protection of card data and to the transaction. In addition, its general conditions

comply with the new EU General Data Protection Regulation (“GDPR”)

Information created when the User uses the Service

This information may include:

Information relating to the viewing history of Audiovisual Programs and Services: The Company collects the list of Audiovisual Programs viewed by the User in order to allow him to easily find in his Subscriber Account an Audiovisual Program viewed or started.

Information relating to the bookmarking of Audiovisual Programs of the Services: The Company collects the list of Audiovisual Programs that the User has marked in "My list" on the Service in order to return this list to him in his Subscriber Account.

Transaction-Related Information: The Company collects information on transactions related to the Use of the Services, including the types of Subscriptions ordered and renewed, Subscription details, date and time of transactions, amount billed, the method of payment. In addition, if the User uses a promotional code, the Company can associate the User with the latter

Information on the use of the Service: The Company collects data relating to how the User uses the Services. For example, the Company collects information such as the date and time of access to the Services. On an anonymous basis, the Company also collects information on the functionalities used or the pages consulted, the failures of the mobile application or derived service and other system activities, the type of browser, as well as the sites or services of third parties that the User uses before making use of the Services. In some cases, the Company collects this information using cookies or web beacons and other similar technologies that create and maintain anonymous and unique identifiers. To find out more about these technologies, the User can consult the section “12.7 Special cases of cookies”.

Device Information: The Company may collect data about the devices that the User uses to access the Services, including device model, IP address, operating systems and their versions, software , language preferences, universal hardware unique identifier (Unique, advertising identifiers, serial numbers.)

Information from other sources

This data may include:

- the comments that the User can leave on the iOS App Store, Google Play store, our User survey tools, social networks.
- information provided by certain Users about other Users in connection with the purchase of a gift card in particular (name, email, message to send);
- information from financial service providers (if the user is a subscriber).
- providers of marketing services;

The Company may combine data obtained from all of these sources with other information in its possession.

12.3 Use of data

The company collects and uses the data:

- to provide reliable and quality services to the User.
- for customer support of the User
- for research and development purposes
- to allow communication with the User
- to organize promotions or contests

- in connection with legal proceedings

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

Offer services and features:

- create and update the User account;
- process or facilitate payment for the Service.
- find and offer audiovisual programs of interest to the User
- offer customization functions for the User's account, such as the creation of "My list" or allow quick access to certain content of Audiovisual Programs.
- perform internal operations necessary to provide the Services, including fixing software bugs and operational problems, performing analysis, testing and research of data as well as monitoring and analyzing usage and trends related to activities.

Customer service

The Company uses the information collected to guide the User when the latter contacts the Help Service, in particular to:

- analyze and respond to questions and / or complaints related to the billing of the Subscription and the purchase of a gift card
- study suggestions and customer feedback in order to improve the Services.

Research and development

The Company may use the information obtained for testing, research, analysis and development of the Services. This makes it possible to increase the quality of the Services, to design new functionalities and new products.

Communications from the Company

The Company may use the data collected to improve communication about the Services, promotions, studies, surveys, news, updates and events.

The Company may also use this information to carry out promotional marketing actions promoting the consumption of the content of the Platform. Depending on the information provided by the User, he may receive all or part of these communications. Users in the European Union have the right to oppose this type of processing (see article "12.5. User's rights of access, rectification and opposition").

Legal procedures and requirements

The Company may use the information collected to investigate and process complaints or disputes associated with the use of the Services.

12.4 Storage and deletion of data

The Company and its banking and marketing partners store the information on the User described in article "12.2 Data collected" as long as the User keeps his Subscriber Account on the Platform. If a User withdraws his consent to the storage or use of personal information for essential functionalities of the Services, he loses the ability to use all or part of the Services. For example, if a Subscribed User requests the deletion of their payment method, the User loses the ability to use the Services beyond the Subscription period already paid for. If a User requests the deletion of his Subscriber Account on the Service, he will no longer be

able to access the complete audiovisual programs of the Services. At the same time, if the User withdraws his consent to the storage and use of personal information for optional functions, such as reading history or adding to favorites, the Company permanently deletes this personal information and the User can no longer find them when using the Services.

The User can request, at any time, the deactivation of his Subscriber Account or the total and permanent deletion of the Subscriber Account (including the deletion of all associated personal data). In the event of a request to deactivate the Subscriber Account, it is rendered inactive. The User can no longer access his Subscriber Account, the Subscription is stopped. Personal data is not immediately deleted and this Subscriber Account can be reactivated at the request of the User. In the event of a request for total and definitive deletion of the Subscriber Account, it is deleted along with all associated data. The User can no longer use the Services. The Subscription ceases immediately and irrevocably. The means of payment of the subscribed User is deleted but the data related to past invoices are kept under article L123-22 of the Commercial Code of French Law obliging the Company to keep proof of its activity (in particular invoices from its customers) for a period of 10 years. In the event of a total and definitive deletion of the Subscriber Account, the User can no longer request the reactivation of his Subscriber Account or access to his personal data provided prior to the deletion.

The final deactivation or deletion of the User's Subscriber Account resulting in the termination of the Subscription does not give the right to a refund of all or part of this Subscription.

The procedures for requesting the deletion of a Subscriber Account are specified in article "12.5 User rights of access, rectification and opposition".

The personal data collected by the Company is intended for the management of the User's Subscriptions, access to his Subscriber Account as well as to the Services.

The Company may, after having obtained the User's consent as such, send the User, by e-mail, commercial information enabling him to better publicize the Services offered by the Site.

The Company treats information concerning Users with the utmost confidentiality in compliance with the law of January 6, 1978 relating to data, files and freedoms as amended by the law of August 6, 2004 and subsequent laws and in accordance with to the provisions of the GDPR.

The User's personal data as well as the information relating to his Subscription to the Services and his use of the Platform are subject to electronic archiving by the Company for the duration of the User's Subscription to the Services and in order to keep the necessary elements in the event of its contractual and / or tort liability being brought into play. The User may have free access to information concerning him by making a request to the Company.

12.5 User rights of access, rectification and opposition

In accordance with the Data Protection Act of 6 January 1978 as amended and the GDPR, the User has, at any time, a right of access to information concerning him, a right to have it rectified or completed if it is poorly informed or incomplete, a right to oppose their

dissemination to third parties, a right to oppose free of charge their being used for commercial purposes and, more generally, a right to oppose any form of processing as defined in paragraph 3 of article 2 of the said law.

In accordance with the General Data Protection Regulation adopted by the European Parliament on April 14, 2016, all natural persons have the rights to access, modify, rectify and delete data concerning them.

You also have a right to the portability of the data you have communicated to us which may be necessary for another supplier so that they can provide you with services equivalent to those of our Company. Otherwise, we will only send you the personal contact details that you have provided to us on a computer medium,

These rights are exercised at any time by post to the postal address of the Company's headquarters or electronically to the following address: data@museumtv.art

12.6 Your contacts regarding the protection of your personal data

For any request concerning the protection of your personal data and their use by the Company, you can write to data@museumtv.art or by post to MEDIART - 9 rue Archimède, Villeneuve D'ascq 59650 France.

If you are not satisfied or feel that we are not respecting your rights, you can also file a complaint with the Commission Nationale Informatique et Liberté.

12.7 The specific case of cookies

By accessing the Services, cookies are installed on the User's IT Equipment. Cookies are files sent to the browser and saved on the hard drive of the User's Computer Equipment, by the Internet browser. You are informed of the existence of these cookies and their characteristics by a banner that allows you to access a cookie configuration page on which you can make choices according to cookies. These cookies contain information relating to the User's navigation on the Site (in particular: pages viewed, date and time of connection), which the Site can read during his subsequent visits to personalize his use of the Services. They can also be used for audience measurements and optimization of the Services or to send the User personalized offers. They are automatically created when a session is opened, initiated by the User's connection to the Site. The User may object to the registration of these cookies (with the exception of certain cookies such as in particular those that keep their history in memory, certain audience measurement cookies, etc.). To refuse other cookies, you must configure your internet browser, your android or ios system to do so.

13. Intellectual property

13.1. Protection of the Site and Services

The Company is and will remain the owner of the intellectual property rights attached to its Site, its name, its domain name, the Platform, the Services, their sections and the Audiovisual Programs:

These include in particular the elements of the Site such as, without this list being restrictive, information, textual, visual, audio and audiovisual data, databases, software or graphic elements, whatever their mode of protection, their territory and their term of protection; It is also any distinctive sign, filed or registered by the Company under a trademark or protected under any legislation on intellectual property, in particular by copyright and copyright. Access to the Services does not entail any transfer of ownership from the

Company to the User and / or the Subscriber, and in no way entails, in particular, authorization to represent, modify, reproduce or use commercially the various elements of the Site, the Platform, the Services and the Audiovisual Programs.

Any degradation, as well as, in the absence of prior written authorization, any representation, reproduction, modification, commercial use, total or partial, of the various elements of the Site is prohibited and exposes its author (s) to prosecution.

13.2. Special protection of audiovisual programs

The Services respect copyright. All the rights of the authors of protected works reproduced and communicated on this site are reserved. Unless authorized, any use of works other than reproduction and individual and private consultation in the "family circle" is prohibited.

The Services offered by the Company on the Site are exclusively limited to private consumption within the framework of the family circle and cannot be intended for collective use within the meaning of article L.122-5 2 ° of the Code of Intellectual property.

Audiovisual Programs viewed by the User are digital files protected by national and international copyright provisions. Their use may only be carried out within the limits defined in these GTC.

The Company guarantees that it holds the necessary rights relating to the Audiovisual Programs, that it has obtained all the authorizations of the beneficiaries relating to the exploitation of the Audiovisual Programs and that the exploitation of said Audiovisual Programs by the User, in accordance with the provisions hereof, will not infringe either copyright, copyright or any right of a third party on the audiovisual Program (s).

The provision of audiovisual programs supposes on the part of the User, the acceptance of a use under rights, of a non-exclusive nature, and not transferable to thirds.

Under no circumstances can the User consider themselves the owner of the digital files corresponding to the Audiovisual Programs.

Any reproduction or representation of the Audiovisual Programs, in whole or in part, on any medium whatsoever, is prohibited. Failure to comply with this prohibition constitutes an infringement which may engage the civil and criminal liability of the infringer.

The digital files on the Site and / or the Application may be protected by technical protection and information measures, that is to say protection systems making it possible to control their use and in particular their copying.

The User expressly acknowledges and accepts that the technical protection and information measures are likely to limit his access to one or more Audiovisual Programs, as well as the uses that can be made of them. The User also accepts the automatic updating of technical protection and information measures and the consequences attached thereto.

Technical protection and information measures are governed by the Intellectual Property Code. The User is prohibited from taking any measure aimed at circumventing or

undermining digital content control techniques. Any attempt to circumvent these measures is liable to the penalties provided for by this same code.

14. Guarantees, responsibilities and obligations

14.1. Guarantees, Responsibilities and obligations of the Company

The Company does not guarantee the compatibility of the Services with the needs and expectations of Users and Subscribers. It does not guarantee that the Services are free from errors.

Access to the Site is provided continuously, subject to maintenance and upkeep periods, server update operations and any exceptional interruptions. Interruptions will be notified via the Site at least 24 hours before they occur, except when these interruptions are of an emergency nature.

The Company cannot be held responsible for failures in the performance of the Services, modification, suspension or interruption of its Services, loss of User data; nor the consequences of viruses when using the Internet.

It is expressly understood that the Company cannot in any way be held liable for any damage suffered by the User or the Subscriber and / or any third party due to:

- any unavailability of the site and in general, any technical damage whatever the cause;
- a case of force majeure.

The User understands and accepts that the catalog of audiovisual Programs offered by the Company is constantly evolving, in particular according to the broadcasting rights of these Programs which are negotiated each year, and that consequently, the Company cannot guarantee absolute availability or continuous and without time limit on all audiovisual programs.

The Company cannot be held liable for any claims, actions or remedies by third parties availing themselves of private rights on any content not created by the Company or under its responsibility.

In the event that the Company is held liable, compensation will only apply to direct, personal or certain damage, excluding, without this list being exhaustive, any damage and / or indirect damage. and / or immaterial having for cause, origin, or basis the use of the Site and the Services.

In any event, the Company cannot be held liable for any fault or fact attributable to the User, to a third party or in the event of a case of force majeure.

14.2. Responsibilities and obligations of the User

The User undertakes not to circumvent or undermine the technical measures for the protection of digital files as well as, where applicable, any device pursuing the same objective and this, in particular in accordance with article 13 hereof. CGV.

It is the responsibility of the User, like any Internet user, to protect his IT Equipment, in particular against any form of contamination by viruses and / or attempted intrusion, the Company cannot in any case be held responsible.

The User declares and acknowledges that he is solely responsible for the use of his Subscriber Account and the Services and that he accesses them knowingly.

To guarantee the security of his account, the User agrees to:

- not to divulge to third parties either their connection identifier or their password;
- take all the necessary precautions to prevent third parties from having access to it;
- use a personal email box and not share this email.

Lending, sharing, trading, giving, buying, transferring and selling accounts is prohibited.

In the event that the User reasonably suspects a breach of security, including the loss, theft or unauthorized use of their login details and / or passwords, the User undertakes to immediately inform them. the society.

The User agrees not to use flaws, computer bugs or any other form of error to obtain advantages in the use of the Site.

The User agrees not to hinder or disrupt the proper functioning of the Services. The User agrees in particular not to use the Services for promotional and commercial purposes.

The User is solely responsible for the proper functioning of his IT Equipment. The Company can in no way be held responsible if the Services offered by the Site are found to be incompatible or malfunction with certain software, configurations, equipment or operating systems of the User.

The User guarantees the Company against any action, claim, claim or opposition from any person invoking an intellectual property right or an act of unfair and / or parasitic competition which is linked, directly or indirectly, to the use of the Service by Users. The User, whether or not he is a Subscriber, will indemnify the Company as well as its parent company and the companies which are affiliated to it in the event of image damage or any damage, claim or action emanating from third parties following the use by the User of the Services and any related costs borne by the Company, such as attorneys' fees.

15. Hypertext links

Hypertext links offered on the Site may refer to other sites or other information managed by partner sites. Insofar as the Company cannot exercise any control over these sites, it cannot be held liable in the event that the content of said other sites derogates from the legal and / or regulatory provisions in force.

16. Evidence

Unless proven otherwise, the data recorded by the Company constitutes proof of all transactions between the Company and the Users. The transaction history of the last 12 months can be viewed at any time by the User on the Site in the "My account" section.

17. Revision of the general conditions

The Company reserves the right to modify these T & Cs at any time and at its sole discretion.

The User will be informed by all means of the new T & Cs which he will have to accept if he wishes to continue using the Site and the Services.

18. Validity of the general conditions

If one or more stipulations of these T & Cs are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and their scope.

19. Miscellaneous

19.1. The fact of not requiring or forcing the execution by the User or the Subscriber of some of the stipulations of these T & Cs or the fact of not asserting a right provided for by these T & Cs cannot be interpreted as a waiver, on the part of the Company, to its right to demand or to impose the execution of these stipulations.

19.2. The User agrees that the Company may assign this contract, in whole or in part, at any time. The assignment will take effect on the date of notification of this assignment to the User, by any means. For his part, the User may not assign, transfer or grant any of the rights or obligations of these GTC without the prior written consent of the Company.

20. Contact, assistance and complaints

For any question or request for information about the Audiovisual Programs or for any complaint relating to his Subscriber account, the User is invited to contact the Company using the e-mail address: contact@museumtv.art

The Company will respond to any questions or inquiries as soon as possible.

In the event of a dispute concerning past commercial transactions and the justification of the sums due, complaints must be sent by email using the email contact "contact@museumtv.art", within 30 days from the date of the disputed transaction. This 30-day period is intended to allow the parties to find an amicable solution and does not deprive the User of their possible legal remedies. The request will be examined by the Company which will respond as soon as possible. However, for this request to be validly processed, the following elements must be communicated:

subject of the complaint;

username given in the registration form;

full contact details (name, first name, postal and email address, telephone number);

date of the order ;

reference of the order and the transaction as it appears in the confirmation email sent to the User after each order.

In the absence of one of the aforementioned elements, the request will not be processed.

21. Law applicable to the settlement of disputes

These GTC are subject to French law.

Any dispute not resolved amicably will be submitted to the competent courts.

However, the Subscriber may first resort to the mediation procedure provided for by the Consumer Code.

Legal Notice

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