

## GENERAL TERMS AND CONDITIONS OF SALE FOR THE TV5MONDE WEBSITE AND PROGRAMME, COMMUNITY AREAS AND ASSOCIATED SOCIAL NETWORKS

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## 1. PREAMBLE

- 1.1 TV5MONDE, a public limited company with a capital of 137,200 Euros whose corporate offices are located at 131, avenue de Wagram, 75017 PARIS, FRANCE (hereinafter referred to as "TV5MONDE") publishes websites available at the following addresses <https://pacifique.tv5monde.com>, <https://asie.tv5monde.com>, <https://japan@tv5monde.com>, <https://korea.tv5monde.com> and a multimedia service (hereinafter referred to as the "Service") that, in particular, provides audiovisual programmes (hereinafter referred to as the "Programme").
- 1.2 By connecting to the Service and the Programme, as well as the Community Areas present on the Service (hereinafter referred to as "Community Areas") and the Social Networks on which TV5MONDE is present (hereinafter referred to as "Social Networks"), you, as a user (hereinafter referred to as the "User"), accept to abide by the General Terms and Conditions of Sale in force (hereinafter referred to as "GTCS") and to abide by French law.
- 1.3 The use of TV5MONDE services on Social Networks (Facebook®, Twitter®, etc.) is subject to both compliance by the User with these GTCS as well as the general terms and conditions of use as published by the operators of the Social Networks.**
- 1.4 The applicable GTCS those that are available online on the Service and Social Networks on the date of connection to the Service and Social Networks. The date of the last update is indicated in the heading of this document. TV5MONDE can change the GTCS at any time. If, after modification, the GTCS remain accessible to the public through other websites or in any other way, they shall not be binding to TV5MONDE. Therefore, the User is invited to log into the Service to read the latest GTCS and click the links on the Social Networks to read the general terms and conditions of use in force on the Social Networks. It is advisable that the User keeps and/or prints these GTCS.
- 1.5 You declare that you have the capacity to accept the GTCS, that is to say, you are of legal age and not under guardianship. However, if you are a minor you declare and acknowledge that you have received authorisation from your parents or holder(s) of parental authority concerning you. The holder(s) of parental authority has (have) agreed to be the guarantor(s) for compliance with all the provisions of these GTCS. Therefore, the parents (or holders of parental authority) are invited to monitor their children's use of the Service, the Programme and Social Networks and keep in mind that the Service, the Programme and Social Networks are intended to reach a wide audience and that, in their position of legal guardian, it is the parents' responsibility to determine which Service, Programme and Social Networks are or are not appropriate for their child(ren) and to monitor their use of them.
- 1.6 These GTCS, as well as the special terms and conditions of the offer appearing on the Service constitute the subscription agreement (hereinafter referred to as the "Agreement"). The special terms and conditions designate the commercial information available on the Service the day of subscription, including, in particular, the Programme's rates and subscription terms and conditions.
- 1.7 It is advisable that the User keeps and/or prints these GTCS.

## 2. DEFINITIONS

- 2.1 **"User"**: anyone using TV5MONDE's content (text, photos, videos, etc.) provided on the Service, the Programme, the Community Areas and all Social Networks on which TV5MONDE is present.
- 2.2 **"Community Areas"**: areas only present on the Service on which the User can interact by posting Comments.
- 2.3 **"Comment(s)"**: all comments/content (text, photos, videos, etc.) that may be published by the User on the Community Areas and Social Networks, and of which the User is solely responsible.
- 2.4 **"Social networks"**: all community sites (Facebook®, Youtube®, Twitter®, Dailymotion®, etc.) on which TV5MONDE is present and on which the user can interact by posting Comments.
- 2.5 **"Moderator"**: Comments left by the User are subject to moderation after the fact performed by TV5MONDE and/or a service provider of its choice.
- 2.6 **"Moderation after the fact"**: the Moderator controls Comments left by the User on Community Areas and Social Networks after their publication.

## 3. MINIMUM CONFIGURATION REQUIREMENTS

- 3.1 To access the Programme and ensure optimal consultation of all the Service's content, the User must ensure that he has a sufficient internet connection to access the content.
- 3.2 The User must also check, before subscribing to a Subscription, that it is possible to receive the Programme under the technical conditions defined by consulting the test pages. Otherwise, this will have no effect on the validity of the Subscription and TV5MONDE will not be obliged to reimburse the amount paid for the Subscription.

## 4. AUTHORISED COUNTRIES

- 4.1 The Service, Community Areas and Social Networks are, in principle, accessible throughout the entire World.
- 4.2 However, for legal reasons, particularly in terms of acquisition and distribution contracts between TV5MONDE and its partners and/or suppliers of audiovisual programmes, some content, including the Service, may not be accessible in certain territories.
- 4.3 The territories authorised to access the Programme are those in the Pacific and/or Asia region, as defined in the acquisition contracts signed between TV5MONDE and its partners and/or suppliers of audiovisual programmes. TV5MONDE may, for issues of local rights and regulations, be led to conceal certain television programmes within the Programme. :
- 4.3.1 For the Pacific: Australia, China, Republic of Korea, Fiji, Guam, Hong Kong, Japan, Kiribati, Macao, Malaysia, Mariana Islands, Marshall Islands, Micronesia, Nauru, New Caledonia, New Zealand, Palau, Papua New Guinea, Philippines, Solomon Islands, Samoa, Singapore, Taiwan, Timor, Tuvalu, Vanuatu, Wallis and Futuna.

- 4.3.2 For Asia: Afghanistan, Bangladesh, Bhutan, Burma, Brunei Darussalam, Cambodia, China, Hong Kong, Heard Island and McDonald Islands, India, Indonesia, Kazakhstan, Kyrgyzstan, Laos, Macau, Malaysia, Maldives, Mongolia, Nepal, Niue, Uzbekistan, Pakistan, Philippines, Pitcairn, Singapore, Sri Lanka, Tajikistan, Taiwan, Thailand, Turkmenistan and Vietnam.
- 4.3.3 However, the reception of the Programme, even geo-localised, may not be possible even from an authorised country in the event that the internet connection passes through a country outside of this area. In this case, you must follow the complaints procedure provided for in the "CLAIMS" section of these GTCS.

## 5. REGISTRATION / IDENTIFICATION

- 5.1 Registration for the Service is compulsory for any User wishing to use the Community Areas and subscribe to the Programme.
- 5.1.1 The User must complete a registration form with the required fields.
- 5.1.2 The User must choose an email address and a password to subscribe to the Programme.
- 5.1.3 The User may subscribe to one of the proposed subscription packages.
- 5.1.4 The subscription implies unconditional acceptance of these GTCS.
- 5.1.5 Once subscribed, the User must identify himself each time he wants to access the Programme.
- 5.2 The User is solely responsible for the use of his account.
- 5.2.1 Any connection or transmission of data made on the Service will be deemed to have been performed by the User himself and under his sole responsibility.
- 5.2.2 It is also hereby stated that the User is fully and solely responsible for the use, by himself and by any third party whatsoever.
- 5.3 The User agrees to not disclose his username and password, unless he is prepared to assume responsibility for their possible fraudulent use, for which TV5MONDE shall in no way be held responsible. In the event of loss or unauthorised use of his account, his username and password, the User must immediately inform TV5MONDE in accordance with the conditions provided for in "CLAIMS" section of these GTCS.

## 6. PROTECTION OF PERSONAL DATA

- 6.1 The User's personal data are intended for use by TV5MONDE and the Moderator. Optional information is intended to better understand the User and thus improve the services offered to him.
- 6.2 These data are, however, likely to be transferred or communicated by TV5MONDE to:
- 6.2.1 Third party companies for the purposes of the proper operation of the Service and for the User to access the Programme;
- 6.2.2 TV5MONDE's partner companies provided the User gave his consent during registration;
- 6.2.3 Competent public authorities in the context of litigation and/or pre-litigation.

- 6.3 TV5MONDE is likely to send the User, by post, electronic mail, SMS/MMS and/or any other media, information allowing the User to better know TV5MONDE as well as commercial information.
- 6.4 For all data transmitted in the framework of the Service and Subscription, the User may exercise his right to access and rectify the data concerning him and his right to object by following the complaints procedure described in the "CLAIMS" article of the GTCS.
- 6.5 For all data transmitted in the framework of Social Networks, the User may exercise his right to access and rectify data concerning him and his right to object with the operators of the Social Networks concerned.
- 6.6 The User is hereby informed that cookies may be automatically installed in his browsing software during his visits to the Service.
- 6.6.1 Cookies mean a file that may be saved, subject to the choice of the User, in a dedicated area of his computer's hard drive, when consulting the Service using his browsing software. A cookie file makes it possible to identify the terminal on which it is saved, during the period of validity.
- 6.6.2 A cookie file contains information, such as the IP address of the User, the browser type and language, as well as the date and time of connection, etc. These cookies have a limited life span and are temporarily stored on the hard drive of the User's computer.
- 6.6.3 These cookie files make it possible to measure the Service's audience and to identify the User. For more information about the purposes of cookies used and to oppose their installation, the user can refer to the "Cookie Charter" published on the Service.

## 7. SUBSCRIPTION CONFIRMATION

- 7.1 By clicking on the "confirm your subscription" button, after following the required instructions, including filling in your personal information, the User agrees to the beginning of the execution of the Subscription.
- 7.2 TV5MONDE keeps the date of the click, which is by mutual agreement the date the Agreement between the User and TV5MONDE is entered into. The "double click" for the purchase confirmation by the User constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.
- 7.3 The data saved by TV5MONDE on the Service constitute proof of all transactions by TV5MONDE and Users. The data recorded by the payment system constitute proof of financial transactions.
- 7.4 Therefore, the subscription is final and the User may not exercise any right of withdrawal or request any refund whatsoever.**

## 8. PAYMENT TERMS AND CONDITIONS

### 8.1 PRICES

- 8.1.1 The applicable rates for the Subscription and the payment terms and conditions are those indicated in the special terms and conditions in force on the date of the Subscription to the Service, and then on the Subscription's renewal dates.

- 8.1.2 TV5MONDE reserves the right to change the Subscription rates subject to prior notice one month before the implementation of new tariffs, by any means, including by email. The new rates shall not be applied to the current Agreement entered into by a User until the renewal of the subscription period. The User can choose not to renew the Agreement beyond the current subscription period according to the conditions set out in article 9.1.2. of the GTCS.
- 8.1.3 Prices to access the Programme are expressed in euros (EU), US dollars (US), or local currency (YEN, WON, HKD, SGD, AUD, NZD, etc.) and include all taxes (VAT included). Any change to the legal VAT rate will automatically be reflected in the price at the date specified by the implementing decree.
- 8.1.4 The Programme is always invoiced on the basis of rates in effect at the moment the order is recorded.

## **8.2 PAYMENT METHODS**

### **8.2.1 PAYMENT BY CREDIT CARD**

- 8.2.1.1 The User agrees to pay the full price and all expenses related to the Programme purchased, including taxes, and is solely responsible for the actual payment.
- 8.2.1.2 The payment method available to you to access the Programme is credit card. Subscription by credit card is for anyone with a Carte Bleue, Visa or Mastercard.
- 8.2.1.3 When paying by credit card, the User must specify his credit card number, the expiry date and the security code on the back of his card.
- 8.2.1.4 Once the officially accredited bodies have authorised the payment by credit card, the User's bank account will be debited immediately and he will have instant access to the Programme.
- 8.2.1.5 An electronic message summarising the characteristics of the Subscription and the financial transaction will be sent to the electronic address that the User previously entered into your registration form, provided that it is valid. It is recommended that you print and keep this electronic mail, which constitutes proof of the Subscription and will take the place of an invoice.
- 8.2.1.6 The User guarantees that he is the owner of the credit card used and has the permission necessary to use this method of payment.

### **8.2.2 PAYMENT SECURITY**

- 8.2.2.1 TV5MONDE, together with the GlobalPayment Company's system, checks all registrations that have been validated on its service. These checks are designed to protect TV5MONDE from abusive practices by fraudsters.
- 8.2.2.2 The occurrence of unpaid invoices due to fraudulent use of a payment method will result in the entry of the contact information associated with this unpaid invoice into a payment incident file set-up by GlobalPayment.
- 8.2.2.3 Any false declarations or anomalies may also be subject to special processing.

### 8.2.3 FAILURE TO PAY

TV5MONDE reserves the right to refuse to honour a Subscription from a User who has not fully paid for a previous Subscription or with whom a payment dispute is being processed.

## 9. SUBSCRIPTIONS

Two types of subscription are offered:

- Monthly subscription (1 month) with automatic renewal;
- Annual subscription (12 months) without automatic renewal.

By choosing one of the two subscription packages above, the User agrees to a firm and final subscription period payable for the determined period from the date of entering into the Agreement. Entering into the Agreement, therefore, involves the **non-refundable payment** by the User of the flat-rate price for the Subscription by Credit Card.

### 9.1. MONTHLY SUBSCRIPTION

The individual monthly subscriptions apply across all TV5MONDE plate-forms: Website, iOS and Android.

- Service will automatically begin as soon as payment is received. Upon subscription, users will have full access to the site.
- Individual user's subscription plans will continue indefinitely until cancelled. It is the responsibility of the individual subscriber to monitor the account and manually cancel the subscription. The subscription end date is clearly displayed on the user's profile on the website and on "account" on iOS and Android Apps.
- Users will be automatically billed at the end of each subscription time interval chosen by the user i.e. every 1 month.
- Renewal rates are subject to change, but we will always notify you of this beforehand.
- Upon cancelling a subscription, user's recurring billing will stop and users will lose full access to the web site. If recurring billing fails for whatever reason, the user's subscription plan will be cancelled and users will lose full access to the website premium content unlocked when they initially subscribed.
- Individual subscription plans are non-refundable.

### 9.2 ANNUAL SUBSCRIPTION

9.2.1 The Agreement is concluded for the determined duration of the Subscription of 12 (twelve) months. This Agreement shall not be renewed automatically.

9.2.2 The User shall receive an electronic message informing him of the expiry date of his Agreement and the subscription renewal conditions.

## 10. RIGHT OF WITHDRAWAL

Considering the nature of the Service, intangible services, and considering that the confirmation / activation of the Subscription to this service is done, with the express agreement of the User, immediately after the purchase and acceptance by the financial institution of the payment for the Subscription, the User agrees that he cannot exercise his fourteen (14) day right of withdrawal, in accordance with the provisions of Article L. 121-21-8 1° of the Consumer Code established by Law no. 2014-344 of 17 March 2014 art. 9 (V).

## 11. TERMINATION BY TV5MONDE

11.1 TV5MONDE reserves the right to terminate the Subscription by operation of law, by simple notification, without engaging its liability and no compensation can be claimed from TV5MONDE:

- In the event of breach of any of the obligations outlined in these GTCS, including in the event of failure to pay;
- In the event of use of the Service or Programme that would prejudice TV5MONDE or third parties.

Upon notification of termination, for whatever reason, TV5MONDE shall proceed with deactivation of the Agreement or shall have said Agreement deactivated. Therefore, the amounts paid under the Subscription are lost and the User will not be able to seek reimbursement.

11.2. TV5MONDE reserves the right to terminate the Service definitively, without compensation. Any definitive closure of the Service shall be notified to the User by all means of informing him. There shall be no automatic monthly renewal of the Subscription beyond the current subscription period charged.

## 12. CLAIMS

### 12.1 SUBSCRIPTION

12.1.1 For all disputes over commercial transactions and the justification of the amounts due, in particular, the amount for the Subscription purchased, the User must send his claim to [player@tv5monde.org](mailto:player@tv5monde.org) within 30 days from the date of the disputed transaction.

12.1.2 For the application to be processed, all the following items must be communicated:

- Date of the claim;
- Subject of the claim;
- Username;
- Full contact details (surname, first name, address, phone number);
- Start date of the subscription;
- Order and bank transaction reference indicated in the electronic mail with the transaction confirmation;
- Any supporting documentation in support of your request.

12.2 In the event of a duly justified and reasoned claim due to a technical failure, TV5MONDE may graciously allocate, as compensation or indemnification, an extension of its access to the programme or other services of equivalent value.

### 12.2 PROGRAMME, SERVICE AND COMMUNITY AREAS

12.2.1 For any issues concerning the Programme, the Service and Community Areas, the User may send his request to: [player@tv5monde.org](mailto:player@tv5monde.org)



12.2.2 For his request to be processed, the User must absolutely communicate all the following items to TV5MONDE:

- The notification date;
- If the notifying party is an individual: his surname, first name, profession, residence, nationality, date and place of birth;
- If the notifying party is a legal entity: its form, its name, its head office and the body that legally represents it;
- The description of the facts at issue and their precise location;
- The reasons why the content should be removed, including reference to legal provisions and supporting evidence.

12.2.3 Once your request has been submitted in this way, it will be reviewed by TV5MONDE and/or the Moderator who will do all it can to resolve the issue as soon as possible and provide him with the most appropriate solution.

### **12.3 SOCIAL NETWORKS**

12.3.1 For any issues concerning the Social Networks, Users must respect the procedures implemented by the operators of the Social Networks concerned.

12.3.2 Once your request has been submitted in this way, it will be reviewed by TV5MONDE if it has been able to become aware of it and within the limits of the procedures implemented by the operators of Social Networks. TV5MONDE will then do all it can to resolve the issue as soon as possible and provide him with the most appropriate solution under the conditions set by the operators of the Social Networks concerned.

### **12.4 PERSONAL DATA**

12.4.1 For any issues concerning the right of access, opposition, modification, rectification and deletion of data concerning him, the User can send his request to the following address: [player@tv5monde.org](mailto:player@tv5monde.org)

12.4.2 Once your request has been submitted in this way, it will be reviewed by TV5MONDE who will do all it can to resolve the issue as soon as possible and provide him with the most appropriate solution.

## **13. USER COMMITMENTS AND RESPONSIBILITY**

### **13.1 USER RESPONSIBILITY**

13.1.1 The User hereby undertakes to not make any use of the Programme, the Service, Community Areas and Social Networks that is not expressly authorised by TV5MONDE and/or would be likely to cause harm to TV5MONDE and/or third parties.

13.1.2 The fact that the User uses the Programme, the Service, the Community Areas and Social Networks does not give him any special rights regarding copyright, rights on know-how and trademarks or service marks or any other industrial or intellectual property related to TV5MONDE or partners of TV5MONDE (hereinafter referred to as "Rights").

13.1.2.1 The User hereby undertakes to not use trademarks and/or TV5MONDE trademarks and to not infringe on the Rights in any way.

- 13.1.2.2 The User may not modify, copy, reproduce, republish, download, post, transmit, sell or distribute, in any manner whatsoever, such content, including codes and software, unless he is explicitly authorised to do so by TV5MONDE.
- 13.1.2.3 The User hereby undertakes to not use the Programme in a way that causes the Programme, in whole or in part, to be interrupted, damaged, rendered less efficient or, in any manner whatsoever, altered.
- 13.1.2.4 Only the use of the Programme for private use within the family circle is authorised to the exclusion of any other use. The Programme cannot be used for other purposes, especially for business purposes or for free or paid public performances. Any other use, without prior written authorisation from TV5MONDE and/or other rights holders constitutes infringement and is punishable under intellectual property laws and regulations.
- 13.1.2.5 Total or partial reproduction of the Service and/or the Programme is strictly prohibited.
- 13.1.2.6 The User is solely responsible for the Comments he leaves on Community Areas and Social Networks. As such, the User guarantees TV5MONDE against any claims and/or actions that any individual or legal entity may file due to the publication of Comments.
- 13.1.4 The User guarantees TV5MONDE that he has the rights required to publish the Comments.

## **13.2 RULES AND PRACTICES RELATED TO USER BEHAVIOUR**

- 13.2.1 The Internet is a friendly space that implies respect for others and the law. The User hereby undertakes to:
- Exercise discretion in the use of Community Areas and Social Networks;
  - Respect the courtesy necessary for the smooth running of debates;
  - Use appropriate, understandable and non-repetitive language.
- 13.2.2 The User must not publish Comments on Community Areas and Social Networks that:
- 13.2.2.1 Would be contrary or are likely to be contrary to current laws and regulations, public order and accepted principles of morality. Prohibited comments include, but are not limited to, the following:
- Comments glorifying crimes, including crimes against humanity, war crimes, murder, rape, etc.
  - Comments of a paedophile nature;
  - Comments that are detrimental in any way to minors and to the respect of human dignity;
  - Comments of a violent, disparaging, defamatory, abusive, illegal, hateful, racist, anti-Semitic, obscene, pornographic, inciting suicide or otherwise objectionable nature;
  - Comments inciting any form of discrimination (including racial, sexual, religious, related to a disability, etc.) ;
  - Illegal comments related to gambling.

- 13.2.2.2 May correspond to the exercise of a business pursuit, including Comments of a promotional nature or containing a hyperlink to a commercial site;
- 13.2.2.3 Would undermine or be likely to undermine the image or reputation of a brand or an individual or a legal entity;
- 13.2.2.4 Would undermine or be likely to undermine the protection of the personal data of a third party;
- 13.2.2.5 Would be contrary or likely be contrary to the editorial line of TV5MONDE.

### **13.3 MODERATION AND REPORTING**

- 13.3.1 Users' Comments are subject to moderation after the fact.
- 13.3.2 The Moderator reserves the right to remove, without warning the User beforehand, any Comment at any time that is contrary or would likely be contrary to the "Rules and Practices Related to User Behaviour" or in the event of a third party claim.
- 13.3.3 Each User may at any time report Comments to the Moderator that may impair his rights and/or be contrary to the "Rules and Practices Related to User Behaviour" by following the complaints procedure described in the "CLAIMS" article of the GTCS.
- 13.3.4 For Comments left on Social Networks, the User must use the reporting procedures provided by the operators of the Social Networks concerned. In this case, the User should refer to the general terms and conditions of use of the Social Networks concerned.

### **14. TV5MONDE'S RESPONSIBILITY**

- 14.1 Consultation of the Service and the Programme implies knowledge and acceptance of the characteristics and limitations of the Internet regarding, in particular, technical performance, response times for consulting, querying or transferring information, the lack of protection for certain data against possible misappropriation and the risks of contamination by viruses circulating on the network.
- 14.2 TV5MONDE does not guarantee that the Service and the Programme will operate without interruption or that it does not contain any computer errors. TV5MONDE shall nevertheless undertake to make every effort, as part of an obligation to use one's best endeavours to correct faults that may be detected.
  - 14.2.1 TV5MONDE shall do its utmost to maintain the Service and the Programme in an operational state. However, it is an obligation to use one's best endeavours and TV5MONDE offers no guarantee that the uninterrupted operation and/or continuity of the Service and the Programme will be provided, including but not limited to these cases, in the event of force majeure or acts of God as defined by current regulations.
  - 14.2.2 TV5MONDE disclaims any liability in the event of poor reception of the Service and the Programme following a change in the connection settings of the company, the access provider or the User's settings.
  - 14.2.3 TV5MONDE cannot be held responsible for the poor functioning of the Service and the Programme for a given browser.

- 14.3 TV5MONDE cannot be held responsible if the User's registration data does not reach it for any reason whatsoever for which it cannot be held responsible (for example, an Internet connection problem or some such reason at the User's premises, a momentary failure of TV5MONDE's servers for any reason whatsoever, etc.) or if they reach TV5MONDE illegible or impossible to process (for example, if the user has an insufficient hardware or software environment, etc.).
- 14.4 TV5MONDE shall make every effort, under an obligation to use one's best endeavours, to ensure the security of banking data transfers. TV5MONDE cannot be held responsible in the event of a failure in securing the transfer of your banking data.
- 14.5 Hypertext links proposed by TV5MONDE may link to other services or other information managed by partners. Insofar as TV5MONDE cannot exercise any control over the services of its partners, TV5MONDE cannot be held responsible if the content of such other services contravenes the law and/or regulations in force.
- 14.6 TV5MONDE is not responsible for the breach of the general terms and conditions of use of Social Networks by the User.
- 14.7 TV5MONDE is not subject to a general obligation to monitor the Comments left on its Community Areas and Social Networks on which it only has control after the fact and can only incur liability as a host.
- 14.8 In the event that the responsibility of TV5MONDE is engaged following a breach of any of its obligations under these GTCS, compensation shall only apply to direct, personal and certain damage, expressly excluding compensation for any indirect damages and/or and indirect intangible prejudice, such as financial loss, commercial loss, operating and revenue losses, and loss of data.

## **15. APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions are subject to French law. In the event of a dispute, the Paris courts will have jurisdiction.