

General Conditions

Scope of application of the General Conditions: the general conditions apply to the entire legal relationship between MEDIARGUS and the customer, including consultation of the Mediargus digital platform (i.a. website), negotiations, estimates and agreements. The applicability of the customer's own general conditions is expressly rejected. Any deviation from the general conditions will be valid only in the event that the parties have explicitly agreed to it in writing. In the event of a conflict between the agreement and the general conditions, the provisions of the agreement prevail.

Mediargus: a digital news platform.

General Conditions: all of the provisions as hereinafter set out are applicable to the contacts between, on the one hand, MEDIARGUS and, on the other hand, third parties, including the customer, user or member.

Customer: each natural person or legal entity, who consults the Mediargus platform or who has entered into the user agreement and, by doing so, has acquired the rights and assumed the obligations, which are set out in these general conditions.

Primary User of the Mediargus platform: each natural person, employee or person who works for the customer, who has the authority to use the Mediargus platform under the responsibility of the customer, using a login name and password.

Primary User scanning from a printed publication: each natural person, employee or assistant of the customer who, under the responsibility of the customer, has the authority to scan in items and to use the Medioclips clipping service and the website information of Mediargus, in order to be able to carry out a check in the area of copyright.

'Other origin' Primary User: each natural person, employee or person who works for the customer who, under the responsibility of the customer, has the authority to receive an item, download from a cutting service, of one or other digital platform, from another website, or to set up a deep link to an item on a page of a website. This user must use the search function on www.clearingservices.be to be able to carry out a check in the area of copyright.

Secondary User: each natural person, to whom items, which were obtained via the use of the Mediargus services, are digitally circulated by the primary user or who obtains access to items, scanned from a printed publication or receives via a download or deep linking of websites.

Publisher: the natural person or legal entity, who publishes the items and holds the copyright to the items.

Items: articles, computer graphics and photographs, published by the publishers who supply them to Mediargus, which appear on paper or are published on the publishers' websites, or which are obtained or may be consulted in any other way.

Personal identification data: the elements, which serve to identify the primary user including the user name and the password, which must be entered in order to have access to the paying section of the Mediargus website; this data may be used by Mediargus only under the conditions set out in Article 5 of this agreement.

Mediafocus: a push service via e-mail or list of results, which on the basis of a profile includes a hyperlink to relevant results.

Profile: search action which activates itself on a daily or weekly basis.

Mediasearch: a pull service by which search actions can be carried out.

Medioclips: a list of titles, which are ranked according to page number per day per publication.

Map: an assembled collection of current items, which is made available at a determined frequency.

Network: each technical link between two or more computers where the information is stored on a server, which guarantees the availability and the protection of same, where the term 'intranet' refers to a closed computer network that is only accessible for internal secondary users and the term 'extranet' refers to a closed computer network to which only a clearly defined group of secondary users have access and whose identity is set out in an appendix to this agreement. And where the term 'Internet' stores items available to the public on a computer network that is not closed.

Storage: is the storage of items for a target group of secondary users on a central website, on a single server within the organisation for the purpose of making these items available via search modules, the production of press summaries, historic files, etc. via a network

Scanning: the act of reproducing information using mechanical and digital reproduction equipment and of storing it on a digital carrier. The authorisation to reproduce materials using scanning which arises from this agreement complements the authorisation for the mechanical or digital reproduction of information on an analogue or graphic carrier, covered by the legal licence in the cases foreseen by the law on copyright and obtained via payment of a reprography fee. Accordingly, the payment of a reprography fee does not exempt the customer from the payment of the fees for scanning, which arise under this agreement.

Deep linking: the creation of a link to a page of the website of the publisher, other than to the homepage.

Illustrated (Pro): possibility to consult, in addition to the text of the article, the PDF of the entire newspaper page including photos, graphics, etc. An A6 image of the original newspaper page will be shown on the article page. Illustrated Pro points out the tools to cut clippings from the PDF.

Mediagora: virtual community of the members of Mediargus

MediaDocs: service which offers the user the possibility to upload documents.

WebTracker: collection of web feeds assembled by the user in which it is also possible subsequently to search for information.

Plug-in: an additional programme for another existing programme, offering complementary functions.

Article 1 -Object of the agreement

Mediargus grants the customer, who accepts, under provisions and the conditions of this agreement and subject to the correct payment of the fees due, the following not-exclusive rights:

Right to access as defined in Article 2 of this agreement;

Right to consult of the items as defined in Article 3 of this agreement;

Right of use of the items as defined in Article 4 of this agreement; these rights, to access, consultation and use, as set out in the articles 2-3-4, are granted on a personal basis by Mediargus and are not transferable. Any use outside of the customer's Benelux working environment is expressly excluded by this agreement unless it is granted under the provisions concerning information being made available to the public (see 4.8). All the rights granted in the framework of the agreement apply solely for the duration of the agreement. At the end of the agreement, the customer must ensure that all items are immediately removed.

Article 2 -Right to access

2.1 Mediargus grants the customer the right of access.

2.2 Under the specific agreements with users, the primary users of the Mediargus platform and the primary users of scanning printed publications must enter their personal identification data in order to have access to the paying part of the Mediargus website. These primary users can log on 24 hours a day, 7 days a week, except in the event of *force majeure* or an incident beyond the control of Mediargus and subject to any failures or maintenance works for the purpose of ensuring the proper functioning of the service. In the event of the above-mentioned situations arising, Mediargus will notify the customer and indicate the estimated duration of the unavailability of the network.

2.3 The primary user will have to enter his login name and password every time he wishes to use the service.

2.4 The protocol used is the Internet protocol, TCP/IP.

Article 3 -Right to consult

3.1 Mediargus grants the customer the right for the primary users to consult the items.

3.2 The items may be consulted by the primary user of the Mediargus platform via various services including Mediafocus, Mediasearch, Mediaclips, Press summaries and Webtracker.

3.4 Mediargus does not grant the 'other origin' primary user any right to consult the paying section of the website. This primary user must inform himself via the website www.clearingservices.be about the way in which the publisher wishes to release a specific item for secondary use.

3.5 Helpdesk: there is a help function on the website and Mediargus in addition offers support via e-mail at the address 'support@mediargus.be' and a helpdesk telephone number 02/740.09.78 during office hours (9 a.m. - 5 p.m.).

3.6 The customer has the right to seek advice in the area of copyright, which it can also obtain via the address support@mediargus.be and the telephone number 02/740.09.78 during the office hours (9 a.m. - 5 p.m.).

Article 4 -Right to use the items

4.1 Mediargus grants the customer the right to use the items as specified below in accordance with the fees set out in the user agreement.

4.2 The primary user may call an item up on the screen, during the course of which the text is stored in the temporary memory of the computer;

4.3. The primary and secondary users may for back-up purposes print out an item once and store it on their hard disk, a diskette, CD-Rom or other form of permanent memory.

4.4. The primary user may stock the item, reproduce it electronically via e-mail, intranet or extranet in so far as the access to these reproductions remains limited to the secondary users and in so far as the storage remains limited to one server within the organisation. He will at regular intervals give a summary of the number of items that are used in the above fashion indicating the publications from which the items came.

4.5 The average number of items that may be requested from Mediargus each day, that can be stored and/or that may be circulated to the secondary users is contractually agreed in the user agreement.

4.6 The average number of secondary users that has access to the reproductions created by the primary user is fixed in the user agreement.

4.7 The primary and secondary users may not change, displace or replace the content of the items, or leave out the name of Mediargus, the authors, publisher or similar other information to which Mediargus or the publisher has the right. The date of publication must also always be communicated.

4.8 The primary users may only publish an item on a website or make a deep link to an item in the event that this has been expressly foreseen in the user agreement with the number of items that are made available to the public or for which a deep link is established specifically set out and on condition that the publisher's binding conditions are observed. These conditions can be found on the publisher's website. The agreement to allow publication on a website or deep linking takes place after the acceptance of same by the publisher.

4.9 The primary and secondary users may not reproduce the item for commercial or promotional goals, and the actual use may not harm the honour, good name or moral rights of the author of the item.

4.10 The Customer undertakes also to build in a control system to tackle any illegal use, in any form or manner whatsoever. This system will be adapted in line with the technical developments in the market and in the event of misuse, Mediargus must immediately be informed.

4.11 This agreement does not imply any right to ownership of the items and does not prejudice the applicable legal provisions regarding copyright and protection of data banks.

4.12 Subject to notification of a reasonable time and giving reasonable notice, the authorised representatives of Mediargus have the right to make a visit to the primary and secondary users and the places where items are used for the purpose of verifying that the provisions of this agreement are being observed. The customer will make all necessary arrangements.

Article 5 -Use of the personal data of the Customer. Privacy.

5.1 The personal identification data, which allow the customer to identify himself and give him access to the Mediargus platform, are personal and confidential. They may only be modified at the request of the customer or at the initiative of Mediargus. The customer is responsible for the use of the personal identification data, which relate to him;

5.2 The customer undertakes to signal any change in the personal identification data within the period of one month.

5.3 The customer undertakes in that regard to keep the personal identification data secret and not to circulate them in any form whatsoever. In the event of loss or theft, the customer will be granted a new user name and password. He will immediately inform Mediargus of any loss or theft.

5.4 The personal identification data permit access to the site under the conditions set out in Article 2 of this agreement. Any use of the personal identification data outside of the restrictions under this agreement may lead to the automatic cancellation of this agreement, without any prior notification.

5.5 The customer will take all necessary security measures that are necessary to guarantee the strict observance of this agreement i.a. to ensure in concrete terms that this data is carefully stored. In order to ensure this, he undertakes to prevent primary users sharing the login name and password with third parties.

5.6. Personal data is protected under the Act of 8 December 1992 in relation to the protection of privacy. The personal data is used for customer management and as contact data. The person concerned has the right, free of charge, to oppose any processing of the personal data concerning him. The personal data may be communicated to the publishers with which Mediargus collaborates. The person concerned has the right to obtain access to the personal data concerning him and to request for corrections via e-mail to support@mediargus.be.

5.7 Specifically for MEDIAGORA

Membership of MEDIAGORA of course means that these general conditions are accepted.

In becoming a member, the customer provides information that will be stored by Mediargus. Mediargus uses the information from the profile to allow the customer to present itself and possibly to allow others to consult that information if the customer gives its permission.

Information which the customer places on the website in this way will be available to the other members.

It is possible that a third platform developer also have access to this information. Mediargus undertakes to conclude an agreement with such third parties not to release this information and to respect the privacy provisions. Mediargus cannot, however, in spite of all possible measures, guarantee that third parties will respect this agreement. In the latter case, the customer undertakes, if it should be necessary, to bring an action against only those third parties.

Any suspected misuse of personal information may be communicated by the customer. Mediargus will investigate the complaint and take the appropriate measures.

Mediargus also reserves the right to share this information with third parties when it is legally obliged to do so and at the request of the legal authorities where, failure to do so, could have an adverse effect on the operation of the services.

Should the services of Mediargus be taken over, this data will also be transferred in order to ensure the continuity of the service.

Mediargus has the right to remove illegal information, should the customer remain, after notice, in default.

Article 6 -Rules in relation to the use of the service. Mediargus Liability.

Mediargus undertakes to make the necessary effort to ensure an optimal access (availability and usability) to the site as well as in relation to the consultation and the use of the items in accordance with the practices on Internet. Mediargus will correct or have corrected any disruptions as fast as possible.

The customer cannot hold Mediargus liable for a break in service. Even in the event that a serious error or negligence can be demonstrated, the customer can only hold Mediargus liable for at most the half of the annual amount that Mediargus invoices the customer concerned.

Mediargus can not in any respect be held liable for any consequential damages should the service not have functioned. Even in the event that this should be the case, the compensation may not exceed the amount referred to in the preceding paragraph.

Mediargus is not responsible for problems caused by the consultation of the services by third parties, even using the Mediargus application. The customer undertakes to inform them directly in such an event.

The customer declares that he is fully aware of the features of the Internet and its limitations and, more specifically:

That he is solely responsible for the use of the items in accordance with the provisions of this agreement and for ensuring that all laws regarding respect of the rights of third parties are observed. Mediargus cannot be held liable with respect to the customer for damage caused by the use of the items except as concerns copyright as provided for in Article 7 of this agreement. The customer indemnifies Mediargus in this regard for any damage that it should suffer as the result of the non-respect of this undertaking.

That he is fully aware of the nature of the Internet, and more specifically of the technical possibilities and the time that is required to consult, receive and transfer the items;

That the communication of personal identification data is at his own responsibility;

That he must take all necessary measures so that his computer meets the technical requirements which will allow him to consult the items;

That he must take all necessary measures so that his own data and equipment are protected against viruses and any other possible cause of damage;

The customer is not permitted to use the system for acts or behaviour that are in conflict with the applicable legal provisions, netiquette or this agreement. This includes the following acts and conduct, without being an exclusive list:

- attempts to break into the network, the platform or other services provided by Mediargus;
- the uploading of viruses;
- hacking;
- penetrating other computers or computer systems without consent;
- copying the software;

The customer is himself responsible for the items which he uploads via other services such as MediaDocs. Should it appear that there are violations of the legislation or that there is a problem as a result of which Mediargus is threatened with legal claims, Mediargus has the right to remove these documents or to take appropriate measures.

Article 7 -Copyright

Mediargus guarantees to indemnify the Customer against all copyright claims by the original author of the items against him regarding the use of the items within the conditions set out in this agreement. Any new item created by the Customer and the primary and secondary users, using the Mediafocus, Mediasearch or Mediaclips services and press summaries and scanned in items, items downloaded from websites or via deep links to items, may not be presented as a new item and so establish new copyright claims by the customer or the primary or secondary user.

The customer is himself responsible for the items which he uploads via other services such as MediaDocs.

Should it appear that copyright has been infringed and there is a problem with the result that Mediargus is threatened with a claim regarding failure by a customer to respect copyright, Mediargus has the right to remove these documents when the customer continues to be at fault and to do so within twenty four hours of having given notice either by e-mail or by registered post.

Mediargus does not guarantee the copyright of documents which can be consulted or obtained via the services of third parties with which Mediargus cooperates i.a. via webtracker and plug-ins. Nor can the customer claim against Mediargus with regard to problems in the framework of services made available by third parties. The customer undertakes to approach these third parties directly.

Article 8 – Terms of payment

8.1 Payment shall be made upon receipt of the invoice which relates to the contractual period. The invoice is drawn up in Euro. The VAT rate applicable to the fees shown for the databank is 21 % and the VAT rate for the settlement of copyrights fees is 6%. Where payment is made for each article, the primary user pays a deposit into the Mediargus bank account, no. 437-5139101-79. For payments by credit cards, online banking and transfer with immediate effect, the account will be debited at the time that the order is sent.

8.2 The invoice is due within 30 days of the invoice date. For payment by credit cards, online banking and transfer with immediate effect, the invoices are issued upon receipt of the deposit lodged to the Mediargus's bank account. They will be sent to the address in the personal identification data.

8.3 In the event that the payment is not made within 30 days, Mediargus reserves the right to suspend its services until full settlement is made, including costs, interest and a lump sum fee. For transfer with immediate effect, the deadline is 3 working days.

8.4 In the case of payment for each article, every item supplied that is subject to the fee structure will be accompanied by the automatic debiting of the primary user's account. The services will cease as soon as there are insufficient funds to cover the requested items.

8.5 Mediargus has the right, automatically and without notice, in the event of late payment, to charge a lump sum compensatory amount of 10 % of the invoice amount and contractual interest at the level of 12 % per annum, without prejudice to Mediargus's right to seek the real amount of damages.

Article 9 -Duration and end of the agreement

9.1 The agreement enters into force on the indicated activation date and is concluded for a period of 1 year. The agreement shall in each case be extended by 1 year unless one of the parties terminates the agreement by registered post or bailiff's notice at least 1 month before the end date of the agreement. This does not apply to day cards the duration of which is limited to 24 hours and for which no extension exists.

9.2 Mediargus may immediately cancel this agreement in the event that the customer breaches one of the provisos in relation to the use of the items, the right to consult or the right to access and the personal identification data or where he by his involvement has made the violation possible or facilitated it. In that event, Mediargus has the right to the sums remaining in the account as an advance on compensation and this automatically and without prior notice, and without prejudice to Mediargus's right to seek additional compensation and any other rights.

9.3 The subscription and the balance are not refundable. Remaining balances may not be transferred to the following contract year.

9.4 In the event that the customer combines a subscription with a balance, the balance remaining for individual payment of articles can be transferred to the following contract year. This right ceases with the end of the subscription.

Article 10 - Miscellaneous provisions

10.1 The rates for the consultation per article can be modified by giving 15 days prior notice on the Mediargus website. The same applies for changes to the general conditions. After this period, the customer will be sent the items at the revised rate, being deemed to have given his prior acceptance. The other rates may be adjusted at the moment of the renewal of the contract with the exception of price indexation.

10.2 This agreement does not release the Customer from his legal obligations arising under the copyright act, such as i.a. the payment of fees due for legal licences.

10.3 Mediargus may modify these general conditions at any time. Mediargus will, in that case, make a new version of the general conditions available at www.mediargus.be. The use by the Customer of the service, after a modification to the general conditions, will be deemed by Mediargus to constitute acceptance of the updated general conditions.

10.4 In the event that one of the clauses of this agreement should be found to be null and void, the remainder of the agreement shall remain valid;

10.5 The contractual relations between Mediargus and the Customer are regulated exclusively by this agreement;

10.6 The customer may not cede its rights and obligations under this agreement other than with the written assent of Mediargus;

10.7 Every problem in relation to the conclusion, interpretation or the execution of this agreement shall be subject to the jurisdiction of the courts of Brussels.

10.8. This agreement is subject to Belgian law.

10.9 These General Conditions V 3 as well as the manner in which the customer's acceptance of these general conditions is recorded have been deposited with the Benelux Office for Intellectual Property, Post Box, NL-2509 LK The Hague, The Netherlands.

Every time a modification to these General Conditions is, a new I-Depot shall take place.