

## Standard Terms of Use of the services of Lesaffre Media Library

### 1. PURPOSE

These standard terms of use (hereinafter the “**Terms**”) set out the terms and conditions under which (i) LESAFFRE employees and external service providers; and (ii) the communication agencies authorized by LESAFFRE, may become members (hereinafter the “**Member(s)**”) of LESAFFRE media library (hereinafter the “**Media Library**”) in order to (i) access the services thereof, including any viewing and downloading of its contents (hereinafter the “**Services**”) and, (ii) use and exploit the photographs, videos, audio tapes and other types of media originating therefrom (hereinafter the “**Contents**”).

### 2. ACCEPTANCE OF THE TERMS

Access to the Media Library is conditional on prior acceptance of the Terms by checking the box provided to that end. Any access to and/or use of the Services requires full acceptance of and compliance with the Terms. Any downloading of any Contents from the Media Library requires further acceptance of the Terms by checking the box provided to that end.

LESAFFRE may at any time amend these Terms. In such event, any access to and use of the Media Library, after the date of such amendment, shall also entail express and full acceptance of the Terms as amended. Accordingly, any Member must refer to the accessible on-line version of the Terms and to the date of the last update thereof.

### 3. REGISTRATION AND ACCESS

After accepting the Terms, each user must open an account in order to become a Member of the Media Library and to access the same. The said account shall be created by the relevant employee or external service provider, by the communication agency authorized by LESAFFRE or by LESAFFRE directly, by filling in the on-line or hard copy form. Such form shall indicate the user’s surname, given name, email address, telephone number, corporate name, address, town and country, as well as a user name and password.

Upon creation of the account, an account activation confirmation specifying the account’s identification code (i.e. the account’s email address) and password shall be sent to the new Member via the indicated email address. The Media Library shall then be accessible simply upon entering the identification code and password submitted by the Member.

Each Member shall have sole responsibility for the accuracy of any personal data thus communicated and shall remain free to modify them at any time in accordance with the terms and conditions set forth in the confidentiality policy (hereinafter the “**Confidentiality Policy**”).

Each Member agrees to treat its identification code and password as confidential and agrees not to disclose them in any manner whatsoever. Each Member shall have sole responsibility for protecting the confidentiality of its own password.

If any of the data allowing for the identification of the Member is lost or stolen, then the Member must inform LESAFFRE without undue delay, and LESAFFRE shall then immediately cancel and/or update the relevant identification data.

Any access to and use of the Services and any transmission of data from a Member’s account shall be deemed made by such Member. In this respect, each Member must ensure that, at the end of each session, he/she logs off from the Services.

LESAFFRE reserves the right to block, with immediate effect and at its sole discretion, whether temporarily or definitively, access to the Media Library by any Member failing to comply with these Terms.

#### 4. SERVICES ACCESSIBLE TO THE MEMBERS

The Services are accessible free of charge to any Member with Internet access. All costs related to access to the Services, whether pertaining to hardware, software or Internet access, shall be exclusively borne by the Member. The Member shall be exclusively responsible for the proper operation of its own computer equipment and Internet access. According to the Member's position, access to the Services may be free or restricted.

The Services listed below shall be accessible to the Members after logging in:

- Perusal of all Contents of the LESAFFRE Group made available in the Media Library, including pictures and videos, logos and computer graphics;
- Possibility of downloading Contents for the purposes of use internal to LESAFFRE.

In case of restricted access, Members may peruse and download only part of the Library's Contents and must obtain LESAFFRE's written consent prior to using such Contents for any external communication.

#### 5. PROTECTION OF THE MEMBERS' PRIVACY AND PERSONAL DATA

LESAFFRE processes personal data of the Members (the "**Personal Data**") and acts in this respect as a data controller. LESAFFRE processes such data on the basis of its legitimate interest. The collected Personal Data are necessary for the management of the Members' accounts, identification codes and requests.

The Members' Personal Data are intended for LESAFFRE and are communicated to LESAFFRE's relevant departments.

The collected data are retained so long as the Member has an active personal account.

Under Act No. 78-17 of 6 January 1978, as amended, on computing, files and liberties (the "**Act**"), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (the "**Regulation**"), Members have:

- a right of access to their Personal Data;
- rights of rectification and deletion of their Personal Data;
- the right to oppose, on legitimate grounds, the processing of their Personal Data;
- the right to oppose, at no cost, the use of their Personal Data for marketing purposes by LESAFFRE or by any third party appointed by LESAFFRE;
- the right to give instructions related to the use of their Personal Data after their death;
- a right to Personal Data portability;
- the right to lodge a complaint with the authority for the protection of personal data (CNIL in France) if the Member considers that his rights are not complied with.

Members may send their request by e-mail to [comgroup@lesaffre.com](mailto:comgroup@lesaffre.com) or by post to: LESAFFRE INTERNATIONAL – Direction de la Communication, Formation et Relations Extérieures – 77, rue de Menin, 59520 Marquette-Lez-Lille. Such request must be accompanied with a copy of an identity document.

**6. DISCLAIMER**

6.1 LESAFFRE may not be held liable for:

- (a) any use of the Services by the Members (contents displayed, made available online, sent, received or transmitted by the Members);
- (b) any creation, modification, deletion, failure to receive, issuance, transmission or storage of the Members' data, as the Members are solely and fully liable for the same;
- (c) any interruption of a Service, regardless of the cause, duration or frequency of such interruption.

6.2 LESAFFRE may freely:

- (a) modify or interrupt, at any time, temporarily or definitively, the access to, and the Services proposed in connection with the availability of, the Media Library, it being understood that no such modification or interruption may be grounds for any claim asserted by the Member;
- (b) terminate access by any Member, if such Member acts in breach of these Terms.

6.3 LESAFFRE does not give any express or implied warranty concerning in particular:

- (a) the continuity, performance or sustainability of the Services. For the avoidance of doubt, it is specified that the Internet and computing systems are not error-free and that interruptions and outages may occur. LESAFFRE may not extend any warranty in this respect and may therefore not be held liable for any damage inherent in such use of the Internet and any computing networks;
- (b) any Service's conformance or compatibility with any specific use, the quality of the Services or the lack of any defect affecting the same or the fact that provisions of laws, regulations or these Terms are not breached by other Members.

6.4 The Member alone shall be liable for:

- (a) any damage suffered by his/her computer or any loss of data following the downloading of the said data or any perusal and use of the Services;
- (b) any contents displayed, downloaded, sent or transmitted by the Member in any manner whatsoever by use of the Services;
- (c) any damage that may be caused by such Member to any other Member by using the Services.

6.5 In particular, the Member expressly agrees not to use the Media Library's Contents for any purposes not authorized by these Terms.

As a general rule, the Member agrees to comply with all applicable laws and regulations.

**7. USE OF THE MEDIA LIBRARY'S SERVICES BY THE MEMBERS**

The proposed Contents are aimed at promoting LESAFFRE's activities and projects.

LESAFFRE reserves the right to prohibit the use of the Contents derived from the Media Library if it considers that such use is contrary to its own interests.

Any other reproduction or representation is prohibited unless with LESAFFRE's prior consent.

Is in particular prohibited any commercial or advertising use not intended to promote the activities or projects of LESAFFRE, and any political, immoral, libelous or offensive use, as well as any use intended to disparage any (natural or legal) persons or liable to harm any person.

## 8. INTELLECTUAL PROPERTY

### 8.1 LESAFFRE Intellectual Property

The Member acknowledges that the Media Library and its Contents, including in particular any texts, graphics, pictures, logos, names, trademarks, trade names, sounds, photographs, videos, drawings, data, software and other materials available in the Media Library are protected by intellectual property rights and are the exclusive property of LESAFFRE or are licensed to LESAFFRE.

Subject to acceptance of and compliance with these Terms, LESAFFRE grants the Member, for the term of these Terms, a personal, non-exclusive and non-transferable right of access and use of the Contents for the sole purposes referred to in these Terms.

Any authorized use or reproduction shall clearly identify the author of the relevant Contents.

### 8.2 Member's Intellectual Property

- (a) Members may contribute to the Media Library Contents that they have created in connection with their work (the "**Member's Contents**"). In this respect, any and all intellectual property rights possibly arising in relation to the Member's Contents shall become LESAFFRE's exclusive property immediately when the relevant Member's Contents shall have been made available online in the Media Library by the Member. As a consequence, the Member hereby assigns all rights of use, reproduction, adaptation, representation and commercialization pertaining to the said Contents (including any intellectual property rights and personality rights) for the entire world, and for the entire term of protection of such intellectual property rights, for all means and types of exploitation, in particular for institutional, commercial, illustrative, advertising, promotional, educational or scientific purposes, on all media and for any use whatsoever, without any restriction as regards the number of reproductions or representations.

The said rights include:

- reproduction rights: the right to fix, digitize, reproduce, store, archive or publish the Member's Contents, in whole or in part, and any adaptations thereof, by any means, whether fixed or mobile, known or yet to be known, public or private, free-of-charge or paid-for and on all media, whether tangible or virtual, fixed or mobile, including in paper form (and in particular in any brochures, advertising leaflets, books, newspapers, magazines, catalogs, posters, panels or flyers), magnetic, optical, multimedia, digital computing, electronic, holographic or plastic media, films, videograms and videodisks, whether interactive or not, diskettes or floppy disks, optical disks and digital disks (in particular such as CD-ROM, CD-I, DVD-ROM, Blu-ray), VHS, Beta Digital, HDCAM or HD-DVD cassettes, memory sticks, memory cards and any other present or future medium;
- adaptation rights: the right to adapt, translate, arrange, digitize, edit, cut, alter, add other materials, modify and/or delete the Member's Contents, in whole or in part, to assemble them, to combine them with or incorporate them into any other service,

materials or intellectual creations, in any form (including as regards the media, formats, size or colors thereof) and by any means, whether fixed or mobile, whether known or yet to be known, public or private, free-of-charge or paid-for, including in paper form (and in particular on any brochures, advertising leaflets, books, newspapers, magazines, catalogs, posters, panels, flyers), magnetic, optical, multimedia, digital computing, electronic, holographic or plastic media, films, ideogram and videodisks, whether interactive or not, diskettes or floppy disks, optical disks and digital disks (in particular such as CD-ROM, CD-I, DVD-ROM, Blu-ray), VHS, Beta Digital, HDCAM or HD-DVD cassettes, memory sticks, memory cards and any other present or future medium;

- representation rights: the right to represent, communicate to the public, in a private or public capacity, to distribute or circulate all or part of the Member's Contents, and any adaptations thereof, whether free of charge or against valuable consideration, to any public, by any means or processes, whether present or future, fixed or mobile, known or yet to be known, public or private, free-of-charge or paid-for and in particular by way of projections, exhibitions, lectures, television and/or radio broadcasting, by any and all means, whether graphic, mechanical, electronic, computing, analogue, digital, magnetic or holographic, by any means of transmission in a place accessible to the public, by all means of communication whether electronic, by cable or satellite, through terrestrial, optic or wire channels or through networks (and in particular any Internet, Extranet or Intranet networks), websites, applications, social networks, telephone networks of any nature or any audiovisual processes (and in particular any digital and/or interactive television or cable broadcasting);
- commercial exploitation rights: the right to release or procure the release of all or part of the Member's Contents and all or part of their adaptations, whether free of charge or against valuable consideration, by all means and in particular through sale or rental.

(b) The above rights are assigned exclusively and free of charge, and LESAFFRE may license or further assign any rights acquired under these Terms to any third party, for the entire term of the protection of the applicable intellectual property rights and for the entire world.

### 8.3 Acquisition of rights of third parties

In the event that the Member intends to contribute to the Media Library any contents belonging to a third party (the "**Third-Party Contents**"), the Member agrees to secure from the authors, designers and inventors and from any other persons who participated in the creation of the said Contents (e.g.: photographer, illustrator, songwriter/composer, etc.) the assignment of any and all rights, including any intellectual property rights and personality rights, so as to enable LESAFFRE to fully and peacefully use such Third-Party Contents. Immediately when the relevant Third-party Contents shall have been made available by the Member in the Media Library, all of the said rights shall be assigned by the Member to LESAFFRE under the same terms as for the rights referred to in Article 8.2 (a).

The rights in and to the Third-Party Contents are assigned non-exclusively and free of charge, and LESAFFRE may license or further assign any rights acquired by it under these Terms to any third party, for the entire term of the protection of the applicable intellectual property rights and for the entire world.

In the event that the Member cannot secure the assignment of all of the above rights from third parties participating in the creation of the Third-Party Contents, the Member agrees to specify in

advance, when submitting the Third-Party Contents for prior validation by the administrator of the Media Library, the scope and limits of the rights obtained by the Member. The Member agrees to do so during the entire term of the assignment, in the event that the Member ceases holding the relevant rights or the same are limited.

## 9. WARRANTIES

The Member warrants to LESAFFRE that it is the holder of all rights in and to the Member's Contents and that it is authorized to assign or license the Member's Contents and the Third-Party Contents to LESAFFRE. The Member shall also hold LESAFFRE free and harmless against any claim or action instituted by third parties because of any violation of their rights, and in particular any intellectual property rights and personality rights, in and to any materials supplied by the Member and contributed to the Media Library.

Should any action be brought against LESAFFRE, all royalties, costs, fees and damages awarded against LESAFFRE shall be fully borne by the Member.

At LESAFFRE's election, the Member shall terminate the claim:

- either by supplying at its own expense a material equivalent to the material giving rise to the infringement action;
- by obtaining at its own expense the right for LESAFFRE and LESAFFRE's licensees to continue to use the said material; or
- if neither of the two above options is feasible, in particular within a period compatible with LESAFFRE's operations, by paying a reasonable indemnity to LESAFFRE.

The above stipulations are without prejudice to LESAFFRE's right to seek any damages from the Member.

## 10. MISCELLANEOUS

These Terms shall be governed by French law.

## 11. CONTACT

LESAFFRE INTERNATIONAL  
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### **Legal Notice**

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