

ATHENAWEB – BROADCASTERS & PRODUCERS ZONE - SPECIAL TERMS OF USE – 2.0

1. The access and use of the BROADCASTERS & PRODUCERS zone of AthenaWeb (“AW”) is conditioned by the full acceptance of the present special terms of use (the “STU”) and of the [general terms of use](#) (the “GTU”) of AthenaWeb.

The present STU only complete the GTU which remain otherwise applicable and which are deemed to be included herein.

2. Users must be authorised to *access* the BROADCASTERS & PRODUCERS zone of AW. Such authorisation is granted upon email request, following the proceedings set up on AW website, and at the sole discretion of AW.
3. Authorization to access AW BROADCASTERS & PRODUCERS zone is only to be granted upon invitation of another authorized user of the BROADCASTERS & PRODUCERS zone. Such invitations are not sent following a decision of AW, which merely provides the relevant system for users to send invitations to others and which disclaims any and all liability as to the sending of such invitations and the use of the relevant email addresses. Responding to an invitation is deemed to request an authorization to access the BROADCASTERS & PRODUCERS zone of AW website if such authorization has not yet been granted to the concerned user.

AW reserves the right to withdraw or cancel such authorisation at its sole discretion and without prior notice. The concerned users will be notified by email.

4. The authorization to access of the BROADCASTERS & PRODUCERS zone of AW website includes automatically an authorization to access the PROFESSIONALS zone of AW website and is therefore also conditioned by the full acceptance of the [special terms of use](#) of the said PROFESSIONALS zone.
5. Any person requesting an authorization to access AW declares and warrants that all information provided to AW is sufficient, sincere, trustful, reliable and accurate, and that he is fully entitled to request such authorization under the applicable laws, namely in the case where it represents or is acting on behalf of a company or other legal entity. That person warrants AW against any claim or action in relation to its access and use of AW.

AW is not responsible to verify or otherwise check its users identity.

6. Users accept that their email address is used as their login by AW and that AW may contact them using the same.
7. Users are solely responsible of the use of their login and password, which they must keep confidential. AW disclaims any and all liability in relation to the use of any user’s login or password by third parties, whether authorized or not by such user.
8. For purposes of security, AW is induced to automatically record the following data: date and time of access to AW website and the user’s IP (Internet Protocol). These data may also be used for evaluating purposes.

These data are kept by AW as long as reasonably necessary for the purposes of its activities, without prejudice of the rights of the users in relation to these data.

9. The *supply* of media content to the BROADCASTERS & PRODUCERS zone of AthenaWeb is conditioned by the full acceptance of the present special agreement, of

the STU governing the access to the BROADCASTERS & PRODUCERS zone of AW and of the GTU of AW.

10. All suppliers of media content must be professional broadcasters or professional producers and must be authorised to access the BROADCASTERS & PRODUCERS zone of AW in accordance with the present STU. Such authorisation is granted upon email request, following the proceedings set up on AW website, and at the sole discretion of AW.

AW reserves the right to withdraw or cancel such authorisation at its sole discretion and without prior notice. The concerned users will be notified by email.

11. Any person supplying media content to AW declares and warrants that its fully entitled to do so under the applicable laws, namely in the case where its represents or is acting on behalf of a company or other legal entity. That person warrants AW against any claim or action in relation to its access and use of AW.
12. AW will verify within reasonable delays the identity of the person(s) requesting an authorization to access the BROADCASTERS & PRODUCERS zone of AW website and/or to supply media content to the same BROADCASTERS & PRODUCERS zone.
13. The media contents accessible on AW remain the sole property of their suppliers.

Amongst other, they may not be downloaded or otherwise exploited in all or in part for any purposes whatsoever. All rights of the supplier of media content are reserved.

14. AW may not be held responsible for or in relation to the medias accessible on its website. Such website and medias are accessed and used under the users of the BROADCASTERS & PRODUCERS zone of AW website sole and exclusive responsibility.
15. AW makes the best efforts to maintain the service of its website but may not be held responsible in case of temporary inaccessibility or other network disturbances.
16. The supply of media content to the BROADCASTERS & PRODUCERS zone of AW requires to be registered as a broadcasters & producers user in accordance with what precedes. It is also submitted to the express acceptance of the present STU following the proceedings set up for that purposes on AW website.
17. Unless otherwise stated in writing and agreed by AW, the supplier of media content grants to AW a perpetual, worldwide, free of charge, non-exclusive licence to AW to exploit the supplied media online in the BROADCASTERS & PRODUCERS zone of AW website only, which currently available at www.athenaweb.org. This URL may be changed at AW's sole discretion. Suppliers may withdraw their media content upon their sole discretion.

Such exploitation does not include downloading of the media, unless otherwise agreed with the supplier.

For the sake of clarity, the aforementioned licence is limited to the exploitation the BROADCASTERS & PRODUCERS zone of AW website and does include, amongst others and without the following being limitative, the rights to reproduce, duplicate, integrate in databases, distribute and broadcast in electronic form the media content supplied by the supplier, to an unlimited number of users, as determined by the supplier, in the BROADCASTERS & PRODUCERS zone of AW website, in all or in part, alone or with other medias.

Media will not be modified, improved or otherwise altered by AW, which reserves however the right to refuse any media content that would not comply with the present STU and/or the technical requirements indicated by AW.

18. Unless otherwise stated in writing and agreed by AW, the supplier of media content grants to the users of the BROADCASTERS & PRODUCERS zone of AW website, as determined by the supplier, a perpetual, worldwide, free of charge, non-transferable, non-exclusive licence to access and view the supplied media online in the BROADCASTERS & PRODUCERS zone of AW website.
19. All the operations necessary for the exploitation of AW website and the accessible media contents may be carried on by AW or any other subcontractor appointed by it.
20. The supplier of media content shall specify in license granted to AW if the media content shall only be accessible to invited users of the BROADCASTERS & PRODUCERS zone OR if it shall be accessible to all users of the BROADCASTERS & PRODUCERS zone of AW website.

In case of doubt or if the supplier of media content would not specify the scope of the license to AW as stated in foregoing paragraph, the license shall be deemed limited to the invited users of the BROADCASTERS & PRODUCERS zone of AW website.

21. What precedes does not imply any obligation for AW to exploit the media.
22. The licence granted to AW is transferable at its sole discretion to any third party.
23. The supplier accepts that AW determines at its sole discretion if, how, when and how long the media content are exploited on AW. Amongst others and without the following being limitative, AW reserves the right to withdraw from its website any media content that would be deemed inappropriate or that would not meet AW technical requirements.
24. AW shall make the best efforts, according to the industry standards, to protect the media contents accessible on its website but may in no event be liable for to uses that are made by third parties of the media content accessible on its website, and does not have any obligation to control them. The same applies to the respect by users of the applicable GTU and STU.
25. The supply of media content is made at the supplier's sole costs and under its sole responsibility. AW is not liable in case of loss or damage of the materials and files sent by the supplier.
26. Media content must be supplied to AW with all the relevant information requested by AW, namely in relation to the technical characteristics of the media, its content and right owners.
27. The supplier of media content is solely responsible of all information associated with the said media content (including, without the following being limitative, credit notices, time codes, keywords and tags, technical specifications,...).
28. The supplier of media content to AW declares and warrants that all rights and interests in relation to such media have been cleared at its sole costs and under its sole responsibility, including all intellectual property rights.

The supplier declares and warrants that it has obtained all necessary authorizations for the exploitation of the supplied media on AW website, namely from the director,

writer and other copyright owners, from the producer of the media and other owners of neighbouring rights, from the people appearing in the media, from the concerned scientific researchers, from the owner of the goods, patents, designs and utility models, trademarks, copyright protected works that appear in the media,...

What precedes is given as a way of example and may not be regarded as limitative.

29. The supplier of media content declares and warrants that such media content does not infringe the so-called "moral rights" of third parties and that said rights have been assigned or waived in order to allow AW to exploit the media content without limitation and reservations.

The supplier also declares and warrants that the media content is not libellous or defamatory, that it does not infringe privacy or any other right or interest of third parties and that, in general, it respects and complies with all applicable legislation and regulations.

30. The supplier of media content declares and warrants that such media content does not include direct or indirect advertisings or promotion means for products or services.
31. The supplier of media content shall indemnify and hold AW harmless of all consequences, including damages and attorney's fees, that AW would suffer directly or indirectly from any breach or violation of the aforementioned warranties.
32. The present STU may be modified at any time without notice and at AW's sole discretion. Users are advised to consult them regularly for changes. The continued use of AW website following the posting of changes will mean that users accept and agree to them.
33. All matters relating to the access to or use of AW website, including all disputes, will be governed by the laws and regulations of Belgium, without regard to its conflicts of laws provisions.

Users agree to the personal and exclusive jurisdiction of the French-speaking courts of Brussels (Belgium), and waive any objection to such jurisdiction or venue.

**I HAVE READ THESE SPECIAL TERMS OF USE, THE APPLICABLE [GENERAL TERMS OF USE](#) AND THE [SPECIAL TERMS OF USE OF THE PROFESSIONALS ZONE OF ATHENAWEB](#) AND I HAVE UNDERSTOOD THEM.
BY CHECKING THE BOX "I AGREE" AND CLICKING THE "SUBMIT" BUTTON BELOW, I HEREBY AGREE TO BE BOUND BY THESE STU AND GTU.**

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