



GENERAL TERMS OF USE - 2.0

ATHENAWEB - Contributor Special Agreement - 2.0

1. The supply of media content to the PROFESSIONALS zone of AthenaWeb ("AW") is conditioned by the full acceptance of the present special agreement, of the special terms of use (the "STU") governing the access to the PROFESSIONALS zone of AW and of the general terms of use (the "GTU") of AW.

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

2. All suppliers of media content must be professional users authorised to access the PROFESSIONALS zone of AW in accordance with the aforementioned STU.
3. 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.

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

4. The supply of media content to the PROFESSIONALS zone of AW is submitted to the express acceptance of the present agreement following the proceedings set up for that purposes on AW website.
5. 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 on AW website, which currently available at www.athenaweb.org. This URL may be changed at AW's 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 on AW website and does include, amongst others and without the following being limitative, the rights to copy, duplicate, digitalize (which may cause a variation of quality of the images and sounds), integrate in databases, distribute and broadcast in electronic form the media content supplied by the supplier, to an unlimited number of users, in all or in part, alone or with other medias.

It also includes the right to add, delete or modify info tags and keywords to the media, to crop, frame or resize the picture, to incorporate a logotype or any other sign or means of identification to the content, whether they be visible or not, to translate in any language, to adjust, adapt or modify the colours of the image, to adjust or modify the sound quality and level, and to convert the images or sounds from one digital format to another, but all what precedes without alteration of the content of the media itself.

6. 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.

7. The supplier of media content shall specify in license granted to AW if the media content shall only be accessible to professional users OR if it shall be accessible both to professional users and the public.

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 access to professional users.

8. The supplier accepts that AW determines at its sole discretion if, how, when and how long the media content are exploited on AW.
9. 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, and of this agreement.
10. The supply (including the sending by mail or express courier) 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 sent by the supplier. Such material shall not be returned to its supplier.
11. 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.
12. The supplier of media content is solely responsible of all information provided to AW in relation to the media content (including, without the following being limitative, credit notices, time codes, keywords and tags, technical specifications,...), including the information that would have been added to the media content by AW at the supplier's request or with its consent.
13. AW does not bear any liability with regards to the supplied content that it digitalizes on behalf of the supplier in the event the latter did not provide the media content in an exploitable digital form. The same applies to the adaptations of the digital content provided to AW if it is not formatted in accordance to AW's requirements.
14. 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.

15. 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.

16. 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.
17. 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.
18. The present agreement replaces all previous agreements, in any form whatsoever, that the supplier of media content has made in relation to that content. Any change to this agreement shall be notified by email to the users, which will be deemed to accept them if they do not oppose in writing within five working days from such notification and/or if they supply any media content to AW thereafter. Users are advised anyway to consul regularly for changes the text of this agreement which is available online.
19. 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 THIS CONTRIBUTOR SPECIAL AGREEMENT AND I HAVE UNDERSTOOD IT.
BY CHECKING THE BOX “I AGREE” AND CLICKING THE “SUBMIT” BUTTON BELOW, I HEREBY AGREE TO BE BOUND BY THIS CONTRIBUTOR SPECIAL AGREEMENT.**

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**AthenaWeb c/o LabToMedia
83-85 rue Philomène
1030 Brussels
Belgium**

Email: info@athenaweb.org