

## URTI - WEBSITE - GENERAL CONDITIONS OF USE

The website [www.urti.org](http://www.urti.org) is a bilingual (English and French) information and cooperation service provided by the International Radio and Television Union (URTI). The website [www.urti.org](http://www.urti.org) is a site allowing a double access to:

- A "General Public Access", including the section focusing on the association's news, the members and the technical data sheets of the audiovisual programmes available in the URTI's catalogue;

- A "Member Access", open exclusively for the members of the association allowing the viewing or listening of audiovisual programmes available in the URTI catalogue and including collaborative and interactive professional services that can be offered at any time by URTI.

Before starting using this website, the user must acknowledge the terms and conditions listed below.

### 1. GENERAL CONDITIONS AND RESTRICTIONS OF USE

The content of the website is protected by copyright. All documents, images, fonts, creative contributions, music, software as well as the codes and scripts used in the construction of the website are the property of URTI and/or have been provided to URTI by third parties through a formal cession of specific rights for specific uses. Unless otherwise stated, the "general public" content of the website (home page and static internal pages) shall not be - either integrally or partially - copied, modified, reproduced, transferred, uploaded, published, disassembled, decompiled, downloaded, sent, spread, made available to the public or otherwise distributed under any format whatsoever without URTI's prior approval, with the unique exception of content storage on a personal computer and of the printing of extracts of the website's pages for personal use only. For further details on the conditions and restriction of use of the limited-access contents (Media/Platform), see the following paragraphs. The registered brands and logos on the website are the property of URTI and/or of URTI's members and partners. It shall not be used on any other website or media without URTI's prior written authorisation. The name "URTI" and all brands including the "URTI" brand shall not be used for other websites' addresses without URTI's prior written authorisation. The use of this web site is only authorised for legal scopes, and so not to break, limit or hinder the other users' rights. All harassing conduct or behaviour causing harm or annoyance to all physical or moral persons regarding private or public rights, all transmissions of obscene content, offending or perturbing the dialogue on the website is forbidden.

These terms and conditions of use may, in the future, be modified by URTI. It is recommended to regularly read them. In case of disagreement with the changes, the user will have to stop any use of the website. Nothing in the content of these terms and condition shall be considered as granting use of any recorded brand whatsoever or of URTI or third parties' copyright.

### 2. CONDITIONS AND RESTRICTIONS FOR THE USE OF THE PLATFORM AND OF THE LIMITED ACCESS SECTIONS

#### 2.1. GENERAL DESCRIPTION OF THE PLATFORM SERVICES

The website offers URTI members a platform of television programmes with the possibility of browsing and watching programmes or extracts and to order them online.

Members are also given the opportunity to propose their own television programmes for inclusion in the catalogue established by URTI. Only URTI members can view and listen to the content published on the website in the "Media" section.

#### 2.2. PROGRAMMES OFFER

URTI will collect the programmes proposed through the platform - which are screened and evaluated once a year by the TV Commission - which alone has the right to decide which works shall be included in the new URTI catalogue edition and on the website. The selected programmes will be included in the catalogue and published on the internet platform [www.urti.org](http://www.urti.org). Each member is responsible for the precision of the information provided to URTI and shall provide - if necessary - all information related to the works' broadcast restrictions and conditions; in case of incomplete information, a programme could be a priori excluded or published in the catalogue and on the website with incomplete information. URTI cannot be considered as responsible for the problems that could derive from the publishing of incorrect or incomplete information concerning a work.

#### 2.3. PROGRAMMES REQUEST

Members can select and order the programmes available on the Media Library. The rights and restrictions concerning these programmes (geographical and/or time limits, the authorisation to broadcast extracts, etc) are specified case by case and as soon as possible by the beneficiaries of the rights and made public on the URTI website. The specific characteristics of a work may under no circumstances apply to all the works in the catalogue and may be subject to variations, which must be notified to URTI by the rights holders as soon as possible. URTI is not responsible for the problems that could originate from a beneficiary's late communication of the updates concerning a work.

#### 2.4. COPRODUCTIONS

##### 2.4.1. Radio News Coproduction

Section dedicated to the sharing of radio products made by the members on a theme or an event of common concern; the online publishing of a programme and of the related information implies a direct assumption of responsibilities of the member who has initiated the sharing for what concerns the work's contents and all other shared contents, as well as all other issues related to the work's broadcasting rights.

#### **2.4.2. TV News Coproduction**

Section dedicated to the sharing of information, contents and expertise in view of breaking news event coverage.

#### **2.4.3. TV/Radio Coproductions**

Members can take part in private working forums focusing on the organization of international audiovisual coproduction activities. Forums are opened by URTI under request of one or more members, and only if the motivations provided by the requesting members correspond to the common relevance and interest criteria.

Access to coproduction forums is selective and upon invitation; only invited members can access forums, contents and information published in them; each forum remains open for the whole duration of the coproduction activity and is closed once the activity is accomplished. A member belonging to a forum does not have the right to take part in all working forums opened by the initiator of the forum he was participating in.

Any use of the services and contents offered by the URTI website beyond the options provided by URTI requires URTI's prior written consent.

### **2.5. MEMBERSHIP CONDITIONS**

**2.5.1.** Before signing-in, users must guarantee that they are older than 18 years.

**2.5.2.** By finalising the subscription process, users make an agreement of use of the services. URTI accepts this agreement by activating the account of the member and allowing him to use the services of the website. The agreement starts with the URTI's above-mentioned acceptance.

**2.5.3.** Each member has the right to subscribe on the website only once. Each URTI member must indicate a unique representative to whom the access codes will be provided; should the representative leave the organization member of URTI, the member will have to communicate as soon as possible the change to URTI and will have to provide URTI with the identity and contacts of the new representative to whom new access codes will be provided, and who will be able to access all activities his predecessor was part of.

**2.5.4.** The website allows two categories of users:

- a) general public,
- b) user-member.

**2.5.5.** All URTI members have the right to access the website's services, provided that only one representative for each member organization should be officially indicated as the representative of the organization and responsible for the activities carried out on the website on behalf of his organization.

The organizations which are not URTI members yet can submit their candidature and access as well – if they correspond to the criteria set by the associations' by-laws – the services available on the website as provisional member and request a provisional registration form from: [urti@urti.org](mailto:urti@urti.org).

In case of infringement of the present General Conditions by one of the website's users, the organization which the user represents shall be considered responsible for the damages caused by its representative to URTI and/or to the other website's users.

The provisional applications will be accepted or rejected in the framework of URTI's annual General Assembly; in case of rejection of a provisional application, the account created on the URTI website for the provisional member will be cancelled and the organization concerned will not be able to access the website's services anymore.

**2.5.6.** The user must follow the registration procedures as precisely as possible. The user guarantees and declares that all data provided by him to register are correct and complete. Members will notify URTI about all personal information changes. Members must use their real identity; pseudonyms will not be accepted. If URTI acknowledges that some users are not using their real identity, it has the right of immediately cancel their registration.

**2.5.7.** URTI may be unable to determine with certainty if a member is the person he declares to be; for this reason, it refuses all responsibilities concerning the real identity of a member. Each member has the entire responsibility for verifying the true identity of another member.

**2.5.8.** URTI provides each member with an automatically-generated password. From their first access to the platform, users have to choose a personal password in the "My account" section.

Members are completely responsible for the confidentiality of their password. They commit themselves neither to use another member's account, user-name or password, nor to reveal their password to third parties. Furthermore, they agree to immediately alert URTI if they suspect a non-authorized use of their account or of their password. Members are alone responsible for any use of their account.

**2.5.9.** While signing-up, members are asked to provide URTI with personal information (for more details, please acknowledge the data protection conditions).

### **3. INTELLECTUAL PROPERTY RIGHTS**

**3.1.** Members can submit information and/or material to URTI in the framework of the services provided by URTI to its members. When a member communicates material on the URTI website, he guarantees:

- a) to URTI a free, universal, non-exclusive, transferable licence to make the material available for other users on the website;
- b) to each user of the website – either registered or not – a universal, non-exclusive, free licence to access the material available on the Media Library of the website;
- c) to the other registered members, a universal, non exclusive, free licence to access the material published in the framework of the other services made available on the website;
- d) the licences granted above are in theory perpetual and irrevocable. Those granted for the material published by the members on the website – with the exception of those available in the “Media Library” – expire when a member cancels the contents he has published on the website.

**3.2.** When a member offers material on the URTI website, he guarantees that he has the ability and the authority of allocating the rights here granted and that the use of the material in the framework of the services will neither infringe any copyright or personal right (for instance the private life right) , nor include insulting, obscene or illicit contents. Members shall pay URTI, also for what concerns juridical expenses, in case of complaints related or depending on any claim made by third parties claiming the rights to the material at issue. Under URTI’s request, the member shall prove the acquisition or the assignation of the rights by producing the related complete documentation.

**3.3.** Each member acknowledges that URTI owns all intellectual property rights on the website and that all reproduction, broadcast or publishing of any content is not allowed without a prior written agreement. In order to get our agreement, please send an e-mail: [urti@urti.org](mailto:urti@urti.org).

### **4. MEMBERS’ OBLIGATIONS**

**4.1.** Each member must:

**4.1.1.** Act in conformity with the current laws and respect all third parties’ rights. In particular, members must not:

- a) use or promote neither any pornographic material nor any other infringing minors’ protection laws;
- b) unreasonably solicit (in particular through spam) the other members;
- c) use, promote or offer without being authorised any content protected by the law (for instance by copyright, brand, patent, or by laws on conception patents).

**4.1.2.** Not promote any structural distribution form.

**4.2.** Each member has formal prohibition of by-passing, deactivating or interfering with the functions related to the website security or with the features that (i) stop or limit the use or the reproduction of any URTI’s material and content, or (ii) that are set so to ensure the respect of limits established for the navigation of the website or of the content available on the website.

### **5. URTI’S COMMITMENT AND RESPONSIBILITIES**

**5.1.** Members accept and acknowledge the fact that it is technically impossible to get a maximum availability of the website. URTI must nonetheless make an effort to keep the website available without interruption. Events related to maintenance, security or capacity needs, and/or out of URTI’s control (for instance, perturbations in the public communication networks, black-outs, etc) could cause short-term malfunctioning or temporary interruptions of the services provided on the URTI website.

**5.2.** URTI does not give any guarantee concerning data and/or information provided by a member on the website or on any other external website. In particular, URTI does not guarantee nor declare that such information are true or correct, and if they have a precise goal.

**5.3.** The download of any material from the website is at the discretion and at the own risk of each member. URTI does not accept any responsibility for the damages to computers or for the data loss caused by the download of material from the website.

### **6. REVOCATION RIGHT FOR THE CONSUMERS**

If a user has registered on the URTI website with a purpose that is not related to its commercial or independent activity, the following measures will be taken against him as a consumer according to the law:

**6.1.** Revocation right

The user can cancel his registration in writing (for instance by mail or e-mail) by providing URTI with the reasons of his revocation.

The revocation alert shall be sent at the following address:

**URTI**  
**66 Avenue des Champs-Élysées**  
**Bureau 41**  
**75008 Paris**  
**FRANCE**

**6.2.** By no means the revocation of the registration on the URTI website by a member, will imply the refund of the fee paid to URTI at the moment of his membership in the association. The website [www.urti.org](http://www.urti.org) is a service that URTI offers to its members; a member can refuse to use the service at issue in the framework of his membership to the association, but this will have no direct or indirect consequences on one member's status, which will come to an end only if the payment of the membership fee for the following year is not renewed.

## **7. RESILIATION**

**7.1.** The length of the website use period coincides with URTI's member's membership duration. Once this deadline expires, the account is temporarily "blocked", then cancelled in case URTI's membership fee is not renewed.

**7.2.** At any time URTI can temporarily or permanently prevent a member from accessing [www.urti.org](http://www.urti.org) website:

**7.2.1.** if the member has infringed a substantial clause of the General Conditions (or has acted in a way that clearly demonstrates that he does not understand, or that he cannot act in conformity with the clauses of the General Conditions), or

**7.2.2.** if URTI is about to stop providing the Services to the members, or

**7.2.3.** in case of a good cause.

**7.3.** When a membership comes to an end, this will not affect all the rights, legal obligations and commitments agreed to in these General Conditions, and the conditions of paragraph 4 will continue to apply to these rights, obligations and commitments indefinitely.

## **8. DATA PROTECTION**

URTI acknowledges the fact that the data provided by the members are extremely important and that it has to process them with special care. URTI must act in conformity with the legal measures applicable on data protection matters. The details on the members' data processing are included in these General Conditions.

Data collected through website consultation: URTI is brought to ask the users some data so to allow members to benefit from the services available on [www.urti.org](http://www.urti.org).

Some data are needed for making the services available to members; some others will allow URTI to improve its services and to adapt them to its members' needs.

On the pages on which personal data are required, the user will be informed of the compulsory (marked with a symbol) or optional nature of their transmission, as well as of the possible consequences of not providing them.

In addition, while users surf on the website, the latter will collect, through the software activated by their own computer, some data on the date, the visited pages, the visit-time and the IP address of the computer, the access providers, the web browsers, the inbound links. This data collection allows URTI to improve the website's ergonomics and to strengthen the efficiency of its partnerships.

The user can prevent this collection by disabling this function from his Internet browser.

Access right:

According to "Data processing and individual liberties" Law of 6 January 1978, members have the right to access and modify the personal data concerning them. If a member wishes to exercise this right he only has - according to the legal measures listed below - to modify the information he is concerned by in the « My account » section of the website.

Data sharing:

URTI is the only recipient of the data that it receives from its members.

E-mails use:

When a user becomes an URTI member, he may receive from the association communications by any means, including electronic mail.

In the e-mails sent by URTI, the object of the message is clearly stated; if a member does not wish to receive URTI's communications anymore, he can send an e-mail to [urti@urti.org](mailto:urti@urti.org), with the object, « NO MAIL ».

The respect of your privacy is of the utmost importance and we do everything to protect it during your visits on our website.

The information that you send us about yourself or your centres of interest will only be used to offer you the best possible service and to adapt our offers to your tastes. Under no circumstances do we sell, share, or provide your identities, cookies, personal information and location data to third parties in accordance with our privacy policy.

Since 25 May 2018, URTI follows the General Data Protection Regulation (GDPR), applicable in all European Union countries. For information, it is necessary to fill in your personal data in the following situations:

- a) creation of an account to access programme viewing;
- b) creation of an account for any event organised by URTI;
- c) management of the list of our URTI members;
- d) online registration to take part in the Radio Grand Prix and/or the Grand Prix for Author's Documentary.

In addition, you have the right to ask the data controller for access to, correction or deletion of personal data, or for a limitation of the processing relating to the person concerned, the right to object to the processing and the right to the portability of the data.

## **9. SUBMISSIONS AND POSTS CONTENT**

**9.1.** Members are not allowed to display on the URTI website any element including insulting comments or any other content that is considered by URTI as obscene, threatening, harassing, and illegal or violating the present general conditions. In particular, the URTI website must not be used to illegal or illicit ends or, more specifically, to display fraudulent, incorrect, incomplete or misleading contents.

**9.2.** Members offer their products and projects on the website at their own risks. Doing so, members acknowledge the fact that other members can read the detail on the project/product one of them chooses to share. URTI does not take any responsibility in case the idea of a project or its details is reproduced by other members authorised to access the information.

**9.3.** URTI has the right (but no obligation) to decide whether the documents submitted by the members are in keeping with the content requirements enunciated in the present General Conditions, and can cancel the materials and/or the access of a member anytime, without notice and at its own discretion in case of material uploading that violates the present conditions.

## **10. ADDITIONAL GUIDELINES**

**10.1.** A member cannot transfer his membership to another user without URTI's agreement. If a member wishes for another user of his organization to access the [www.urti.org](http://www.urti.org) website, he must send a written request to URTI ([urti@urti.org](mailto:urti@urti.org)) providing name, last name, position and contact of the person the user-name and the password are for; doing so, the requiring member will be responsible for the new user's behaviour.

**10.2.** URTI will immediately end a membership if it considers that a member is involved in the transmission of unwanted mail, spam, unsolicited electronic mail to URTI or to URTI's members, directly or through [www.urti.org](http://www.urti.org) website.

**10.3.** Each member commits himself to cease all communication with one of URTI's member if he is asked by the person concerned. All attempts to force a communication will be considered as harassment.

**10.4.** URTI commits itself to grant equal opportunities to all its members, without distinction of race, gender, sexual orientation, age or religion. URTI will not tolerate any insulting communication in the publications, forums or e-mails addressed to the other members.

## **11. GENERAL MATTERS**

**11.1.** URTI can also amend or edit these General Conditions any time by notifying the members of the changes by e-mail or on the website. If the user does not oppose the applicability of the modified General Conditions and within two weeks from the reception of the above-mentioned alert, it is given for granted that the member accepts the new General Conditions. URTI informs the members on their right to protest and on the suitability of the deadline set to object to the above-mentioned notification.

**11.2.** Members can submit their opinion to URTI by sending an email to [urti@urti.org](mailto:urti@urti.org). URTI can send communications to the members by e-mail or letter to the address provided by the members on their account.

**11.3.** Should one of the measures of the present General Conditions be – for any reason – not valid or applicable, the remaining conditions will remain valid and operational in all extents allowed by the law. The parties agree to replace a not valid or not applicable measure with the most similar existing valid and/or operational measure. This process is also applicable for all contractual gaps.

**11.4.** In case of litigation, the court of competent jurisdiction is Paris (France).

**11.5.** The present General Conditions and the contractual relations between URTI and its members are regulated by the French law.