

TERMS OF USE OF THE EUROPEAN FILM FACTORY SITE

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GENERAL

Welcome to the website of the **European Film Factory program**, operated by the Institut français.

The Institut français, public establishment of an industrial and commercial nature, is the public institution in charge of the promotion of the French culture.

Its head office is located at 8-14 rue du Capitaine Scott, 75015 Paris, it is registered in the Paris Trade and Companies Register under the number 529 715 922, its intra-community VAT number is FR76529715922 and its SIREN number is 529715922.

Arte France Développement, a limited company with a Board of Directors, whose registered office is located at 8, rue Marceau 92130 Issy Les Moulineaux, is the partner in charge of the technical development and of the hosting of the website.

OVH, a limited company with a single member, is the host of the website European Film Factory. Its registered office is located at 2 rue Kellermann 59100 Roubaix in France.

The Site's director of publication is the President of the Institut Français.

The Site is of an educational and cultural nature and is intended exclusively for the educational sector.

The member countries of the Creative Europe program are the following: Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Tunisia, Ukraine, United Kingdom.

The Site allows teachers and students from registered schools in the member countries of the Creative Europe program to have access to:

- a catalogue of European films subtitled in French, English, German, Italian, Spanish, Polish, Romanian and Greek, accessible by streaming and/or temporary downloading; and
- for teachers only, educational kits associated with the films in the catalogue available for download in French, English, German, Italian, Spanish, Polish, Romanian and Greek.

The consultation and use of the Site and the Content made available on the Site (Films, educational kits), as well as the use of the Video Player are governed by these terms of use (hereinafter the “**ToU**”).

The enforceable version of the ToU is the one in force at the time of log in and consultation/use of the Site and the Contents by the User.

The Institut français has the right to take action against the User in the event of violation of the ToU by the latter.

In the event that the User is a minor, it is provided that parents (or holders of parental authority) are responsible for the User’s compliance with the ToU. Likewise, they are legally bound to monitor the use made by their children (or minors) of the digital resources (Films, Video Players, etc.) made available by the Site.

DEFINITIONS

In the ToU, the terms referred to below shall have the following meaning:

“**Site**”: refers to the European Film Factory Site, the purpose of which is to provide Establishments and Users with a digital and educational tool giving them access to: an educational platform consisting of a catalogue of films, subtitled in German, English, Spanish, French, Greek, Italian, Polish and Romanian, and accessible to Users by Streaming or Temporary Download, as well as educational materials.

“**Establishment(s)**”: refers to educational or pedagogical institutions of which at least one teacher is registered in the European Film Factory program and/or benefits from and/or participates in the beta phase of the Site, it being specified that by educational institutions we mean secondary schools, including apprentice training centers, teacher training and education colleges, as well as training centers linked to language learning and/or education, and language teaching establishments, in all the member countries of the Creative Europe program.

“**User(s)**”: refers to students, where applicable one of their parents or holders of parental authority, and teachers (as well as other personnel involved in educational activities) of the Establishments.

“**Content(s)**”: refers to the material offered to Users within the Site consisting of Films, educational kits and other educational materials (film pictures, posters, etc.).

“**Films**”: means the films available on the Site as part of the European Film Factory Program, selected by a jury of film education professionals.

“**Streaming**”: technology allowing Users, at their request, to access the Film via the service for the sole purpose of viewing it (without any possibility of storing in computer memory (permanent or temporary) the digital file reproducing said Film) for representation in the “family circle” and/or collectively (in particular screening in class, etc.).

“**Temporary Download**”: technology enabling Users to transfer a Film from the Site, at their individual request and at the time of their choice, with a view to its attachment to a storage unit, for the purpose of viewing/consultation of the Film for a period of 30 (thirty) days from the date and time of the start of the first reading, for an unlimited number of viewings of the Films on the Site. The Film is encrypted and can only be played by the Video Player of the European Film Factory program. **Under no circumstances will the User be able to download the Film(s) definitively.**

ARTICLE 1: ACCEPTANCE OF THE ToU AND AMENDMENT

The Institut français requires that the User has previously accepted the ToU before being able to access the Site. If the User does not accept the ToU, he/she will not be able to create an account and use the Site.

For students under the age of 15, this consent must be given by one of his/her parents (or holders of parental authority).

From the age of 15, the student can consent alone to the ToU.

At the time of acceptance of the ToU, the User or, where applicable, one of his/her parents (or holders of parental authority), must declare that he/she has read the ToU in full and undertakes to respect them.

The Institut français may update the ToU in order to adapt them to changes on the Site and/or its operation as well as to technical and/or legal developments. These modifications shall be brought to the attention of the User or, where applicable, to the attention of one of his/her parents (or holders of parental authority), who must accept them again in order to continue to use the Site.

ARTICLE 2: HOW TO ACCESS AND REGISTER ON THE SITE

2.1. Equipment

Access to the Site is via the Internet, 24 hours a day, directly at the following address: www.europeanfilmfactory.eu.

To access the Site, it is necessary to be equipped:

- **for Streaming:** a computer PC or Macintosh or Linux, with an internet connection and the latest version (or the N-1 version) of the following browsers: Firefox on PC, Mac and Linux, Chrome on PC and Mac, Safari on Mac and Edge on PC, and/or a Smartphone (Iphone, Android) and/or a digital tablet (Ipad, Android);
- **for Temporary Download:** from a computer PC or Macintosh or Linux, with an internet connection and the latest version (or the N-1 version) of the following browsers: Firefox on PC, Mac and Linux, Chrome on PC and Mac, Safari on Mac and Edge on PC. Temporary Downloads are not compatible with Linux operating systems, Smartphones (Iphone, Android) and digital tablets (Ipad, Android).

2.2. Access to the Site

The Site is accessible from the territories member of the Creative Europe program: Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia*, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova*, Montenegro, Netherlands,

Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Tunisia*, Ukraine*, United Kingdom. **The Films are only available in the territories where the rights have been assigned to the Institut français.**

If the territory from which he/she accesses the Site is not part of the authorized territories, the User will not be able to access the Films.

Circumventing, deactivating or modifying these conditions of access is expressly prohibited.

The Institut français grants the User a right of access, free of charge, non-exclusive and for the purpose of individual consultation or within the strict framework of the family circle or collective consultation in the context of a classroom or a diffusion in a partner cinema. This right of access allows the User to consult the Site and the Contents (Film, educational kits) within the framework of and in compliance with the ToU.

It is specified that teachers and students will only have access within the framework of the Site, to the Contents and Films accessible according to their location, and for students according to their age.

Furthermore, access to and use of the Site and its Content are exclusively reserved to the Establishments, their teachers and students, and for the partners of the Institut français within the framework of the European Film Factory program.

2.3. Registration

The use of the Site is subject to the creation of an account by the User under the conditions presented below.

The User undertakes to fill in the registration form correctly, and in particular to provide up-to-date and complete information.

2.3.1. Teacher registration

In order to access the Site, the teacher must click on the “*I AM A TEACHER – SIGN UP*” section located on the home page of the Site and proceed to create a teacher account.

When registering, the teacher must fill in the form reserved for this purpose and provide the following information:

- surname and first name;
- e-mail address;
- address of the Establishment;
- login;
- password;
- subject taught and age of the students;

The teacher will be able to choose the privacy settings of his/her profile at the time of registration. It will then have the choice between a “private” profile which will only be accessible

to his/her students or a “public” profile which will also be accessible to other teachers enrolled in the European Film Factory program.

The teacher may edit his/her information at any time by accessing the “*MY PROFILE*” section on the Site.

If the teacher forgets or loses his/her password, he/she may create a new one via the “*FORGOTTEN PASSWORD*” section.

The teacher undertakes to take basic security measures to prevent any fraudulent use of his/her account (for example, ensuring that he/she does not leave his/her computer, mobile or tablet freely accessible, ensuring that he/she logs out after each use of the Site, etc.).

If the teacher notices a fraudulent use of his/her password has been made, he/she undertakes to inform the Institut français immediately of the unauthorized use of his/her account via the “*CONTACT US*” section.

2.3.2. Student registration

In order to access the Site, the student must click on the section “*I AM A STUDENT – SIGN UP*” located on the home page of the Site and proceed with the creation of a student account.

When registering, the student will have to provide the student registration code that will have been attributed to him/her beforehand by his/her teacher and will have to fill in the form reserved for this purpose and provide the following information:

- name and surname;
- date of birth;
- login;
- password.

The creation of a “student” account on the Site requires that the student, one of his/her parents (or holders of parental authority), has previously accepted the ToU under the following conditions:

- for pupils under 15 years of age: this consent must be given by one of his/her parents (or holders of parental authority);
- once the student has reached the age of 15: the consent given by one of the parents (or holders of parental authority) remains valid and does not need to be renewed by the student;
- from the age of 15: the student may consent alone to the ToU.

The student may change his/her password at any time by accessing the “*MY PROFILE*” section on the Site.

If the student forgets or loses his/her password, he/she can create a new one via the “*FORGOTTEN PASSWORD*” section with the reset code provided by his/her teacher.

Parents (or holders of parental authority) are responsible for the use of the student's account. Therefore, they undertake to take basic security measures to prevent any fraudulent use of the student's account (for example, ensuring that the student does not leave his/her computer, mobile or tablet freely accessible, ensuring that he/she logs out after each use of the Site, etc.).

If the student or his/her parents (or holders of parental authority) become aware that fraudulent use of the student's password has been made, they undertake to inform the Institut français immediately of the unauthorized use of the account via the "CONTACT US" section.

ARTICLE 3: USE OF THE SITE AND ITS FUNCTIONALITIES, THE VIDEO PLAYER AND INTELLECTUAL PROPERTY

3.1. The Site and Contents

The Site, all of its elements and the Films are protected by intellectual property rights, in particular by copyright and trademark law.

The educational kits are free of rights under the conditions of the *Creative Commons CC license*.

The right of access to the Site granted to the User (in accordance with article 2.2 of the ToU) does not include any authorization to reproduce or represent all or part of the Site and the Contents. Consequently, without the prior written authorization of the Institut français, any reproduction or representation of all or part of the Site and/or the Contents outside the legal exceptions provided for by the French Intellectual Property Code will constitute a copyright infringement and may be subject to legal action before the competent courts.

The User is therefore prohibited, under penalty of civil and/or criminal sanctions, from representing or having represented, reproducing or having reproduced, adapting, modifying, transferring, marketing, distributing or imitating all or part of the Site or the Contents. Likewise, the use in any way whatsoever of the logos and/or trademarks present on the Site is prohibited without the express agreement of the Institut français. Any unauthorized reproduction or representation is subject to liability.

The User accepts the exclusive editorial control of the Institut français over the Site and the Contents. He/she expressly acknowledges that the Institut français may at any time modify or delete all or part of the Site and the Films at its discretion. If, however, this results in a modification of the ToU, the User must renew his/her acceptance of the latter under the conditions set out in article 1 of the ToU.

3.2. The Video Player

The Video Player (video player) is developed by Arte Education, a partner of the Institut français within the European Film Factory program. It allows the User to watch the Films in the different subtitled versions available on the Site, subject to the provisions of article 3.3 below.

Access to the Films is subject to the conditions provided in article 2 of the ToU. Circumventing, deactivating or modifying the conditions of access is expressly prohibited.

The Video Player is protected by copyright as software and must be used as supplied. Any modification, adaptation, deletion, decompilation or reverse engineering of the Player, its functionality or appearance is expressly prohibited without the prior written consent of Arte Education.

The normal use of the Video Player, as authorized by the ToU, allows the User to view the Films in Streaming or Temporary Download, subject to the provisions of article 3.3 below. It does not allow definitive and permanent downloading of the Films offered by means of the Video Player.

Consequently, any saving, whatever the process or medium used for this purpose, of all or part of the Films which does not fall within the scope of a legal exception provided for by the French Intellectual Property Code, is expressly forbidden without the prior written authorization of the Institut français.

Likewise, it is reminded that editing, making available to the public or communicating to the public a software, application, site, etc. allowing to circumvent the normal use of the Video Player, in particular in order to permanently and definitively download all or part of the Films, is not authorized.

3.3. Using the “Share” function (for teachers only)

The “Share” function allows the teacher to share the Films he/she has selected on the Site with all or some of the students in his/her class(es).

As provided above, the student is only authorized to view on the Site the Films accessible according to his/her age.

3.4. Using the “Create video extracts” function

The “Create a video extract” function allows the teacher and the student authorized by the teacher to select an excerpt of up to 5 (five) minutes of a Film available on the Site using the selection tool of the Site. The teacher or the student authorized by his/her teacher will also have the possibility to add a title to the sequence thus created, to add an accompanying commentary and to link it to a school subject and/or a school level as well as to add a text/image/sound.

The teacher will then be able to share the sequence only on the Site and/or with his/her students.

The student, allowed by his/her teacher will then be able to share the extract only with his/her teacher and/or his/her class.

ARTICLE 4: RESPONSABILITY

The Institut français expressly informs the teachers and other staff participating in the educational activities of the Establishments that the thematic sections and the categories of school levels present on the Site are merely a suggestion in the choice of Films.

The teacher as well as the other staff participating in the program ensure, if necessary by watching them beforehand, that the Films are suitable for the targeted students (age, class, etc.).

The students only have individual access to the Films accessible to their age category according to the recommendations and official classifications, if any, of the territory from which they are logging in.

The Site and the Contents are made available as they are and subject to their availability.

Although the Institut français strives to provide the best possible service, the Site or its Contents may not always be available. In this respect, the Institut français may freely determine any period of unavailability of the Site, the Video Player and any other element of the Site as well as the Contents, for example, for technical reasons, to improve the services offered or to optimize their use (for example, for repairs, maintenance and/or updates on the Site or the Video Player).

In addition, it is specified that the Institut français shall not be liable for logging in costs, and in general, communication costs incurred by access to and use of the Sites and the Content.

ARTICLE 5: DATA PROTECTION

For any information regarding the protection of the User's personal data, please refer to the Site's [Privacy Policy](#).

For any information regarding the collection of cookies on the Site, please refer to the Site's [Cookies Policy](#).

ARTICLE 6: APPLICABLE LAW - DISPUTE

The ToU are governed by French law. Any disagreement or dispute that is not settled amicably will be submitted exclusively to the competent French courts.

ARTICLE 7: CONTACT

For any question or complaint regarding to the ToU, you may contact the Site publisher and the host of the Site by using the contact details below.

The European Film Factory Site is edited by the Institut français

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The European Film Factory Site technical development and maintenance are provided by ARTE France Développement

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Video host

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