

GENERAL TERMS OF USE

(Last updated 15th January 2015)

When you access the "Research Area" web site at <http://recherche.ina.fr/eng> and web sites presenting Prototypes (hereafter termed "the Sites"), published and put online by the Institut national de l'audiovisuel (hereafter "INA"), you agree to these general terms of use ("GTU").

The applicable GTU are accessible online on the Sites when you access them.

The "last updated" date is specified at the top of the document.

INA reserves the right to modify these GTU without notice at any time, *inter alia* to reflect any statutory, regulatory, editorial and/or technical changes. Modifications to the GTU come into effect and are binding upon web users as soon as they are published on the Sites.

By continuing to browse you agree unreservedly to abide by the current GTU and French law.

If you wish to use the DigInPix prototype, you should also accept the [Supplementary Conditions](#) of the DigInPix Service.

RIGHTS RESERVED

The Sites, prototypes ("the Prototypes") presented on the Sites (such as Diginpix, Syncnotes, Bobino, Saphir) and content ("the Content") on the Sites (such as audiovisual and audio content, texts, logos, databases, software) are protected by law, more particularly the provisions of the French Intellectual Property Code.

All rights to the Sites, Prototypes and Content are thus strictly reserved.

You do not acquire any intellectual property rights to these elements.

You may only use them under the conditions stipulated in these GTU.

Apart amalia.js video player subject to its own terms of use (GPL v3 license), INA authorizes access to the Sites, Prototypes and Content solely for strictly personal use.

Any use for other purposes, commercial purposes in particular, is subject to INA's prior written consent. (Contact us by e-mail at espace-recherche@ina.fr)

PERSONAL DATA

The name and e-mail address you enter on the "CONTACT" form are used solely to send the corresponding message and are not stored by INA.

COOKIES

A cookie is a small piece of data sent from a web site and stored in a user's web browser. It contains details such as the name of the server, an identifier in the form of a unique number, and possibly an expiry date. Servers access them to read and record information.

INA uses cookies automatically whenever you visit the Sites to ensure they are technically serviceable.

For web analytics purposes, INA also uses **the Xiti cookie:**

Your browser automatically sends us certain standard data, such as your IP address, the type of browser you use, its functions, your operating system, any third-party site from which you may have reached these Sites and the dates and times at which you accessed the Sites.

This enables us to keep statistics on Site visits, measure the general activity of the Sites, pinpoint any errors and ensure that the Sites have adequate material resources. This collected data, in particular your IP address, does not compromise your anonymity.

You are free to accept or refuse this Xiti cookie.

Just change certain settings in your browser to refuse cookies or be notified if a cookie is saved on your computer.

You can also delete cookies stored on your computer to permanently remove the data they contain.

To do so, you can configure your browser as follows:

For Mozilla Firefox:

1. Click the menu button  and select Options
2. Select the Privacy panel.
3. In the History section, for the **History rules** option, select **Use custom settings for history**.
4. Uncheck mark **Accept cookies from sites** option to disable cookies.

For Microsoft Internet Explorer 9:

To delete cookies in Internet Explorer:

1. Open Internet Explorer.

2. Click the **Tools** button, point to **Safety** and then click **Delete browsing history**.
3. Select the Cookies check box, then click Delete

To block cookies:

1. Open Internet Explorer.
2. Click the **Tools** button then click **Internet Options**.
3. Click the **Privacy** tab then under **Settings** move the slider to the top to block all cookies

For Chrome:

1. Click the Chrome menu  on the browser's toolbar.
2. Select **Settings**.
3. Click **Show Advanced Settings**.
4. In the "**Privacy**" section click **Content settings**.
5. In the "**Cookies**" section, you can change the following settings: "Delete cookies" "Block cookies by default"

For Safari 7:

1. Choose Safari > Preferences menu (keyboard shortcut : Ctrl + ,)
2. Click Privacy then do one of the following:
To remove stored cookies: Click Remove All Website Data, or click Details and select one or more websites then click Remove .
To change how cookies are blocked : Select an option in the "Block cookies and other website data" section.

YOUR RESPONSIBILITY

You assume total responsibility and risk for your use of the Sites.

You acknowledge and accept the characteristics, technical performance, limits and risks of the Internet.

You are responsible for taking all appropriate measures to protect your data and/or software and/or hardware against any infection, misappropriation, hacking, viruses, malware or intrusion attempts.

You assume full liability for your use of the Sites, Prototypes and/or Content and for any misuse thereof, in particular unlawful, improper and/or unauthorized use.

INA's RESPONSIBILITY

The Sites may be interrupted by INA at any time for maintenance purposes or due to cases of *force majeure*, INA accepting no liability in that respect.

It is agreed that the Sites and Prototypes are supplied "as is".

INA cannot guarantee that the Sites and Prototypes are free from any errors or that any such errors will be corrected. INA provides no personal assistance or hot line.

INA cannot guarantee the accuracy, precision or exhaustiveness of the information provided on the Sites. Accordingly, INA accepts no liability for any inaccuracy or omission therein.

Moreover, INA shall on no account be liable for the use of Prototypes or interpretation of information provided on the Sites.

Generally speaking, INA can on no account be held liable for any direct or consequential damage resulting from connections, interruptions, use or any malfunctions of the Sites or resulting from the impossibility of using the Sites.

GOVERNING LAW

These GTU are governed by French law. Any dispute in connection with the applicability, interpretation or execution of these GTU shall be referred to the competent French courts.

SUPPLEMENTARY CONDITIONS of the DigInPix Service

These supplementary conditions of use ("Supplementary Conditions") govern the use of your images within the framework of the DigInPix Service proposed by INA on <http://diginpix.ina.fr/en> .

They supplement the aforementioned General Terms of Use ("GTU").

The fact of uploading images on diginpix.ina.fr Site implies your prior, express and unqualified acceptance of these Supplementary Conditions and of the GTU which are not incompatible with the former.

The applicable Supplementary Conditions are those published on the diginpix.ina.fr Site on the day you use the Service. The "last updated" date is specified at the top of the GTU.

INA reserves the right to modify these Supplementary Conditions without notice at any time, *inter alia* to reflect any statutory, regulatory, editorial and/or technical changes. Modifications to the Supplementary Conditions come into effect and are binding upon Users as soon as they are published on the diginpix.ina.fr Site.

If you represent a legal entity, you guarantee that you are vested with the necessary authority and powers to accept these Supplementary Conditions.

If you do not accept or are not empowered to accept these Supplementary Conditions, do not submit your images to the Service and hence do not use the Service.

Presentation of the DigInPix Service

The DigInPix Service offered and operated by INA enables individuals or legal entities to identify visual objects in their images for testing purposes.

Definitions

DigInPix Service or Service = automatic identification of visual objects in multimedia content (images or videos)

diginpix.ina.fr Site = the web site at <http://diginpix.ina.fr/en>

Visual object = any nameable entity

Image(s) = image(s) submitted by the user to the diginpix.ina.fr Site for analysis

User = user of the Service and owner or licensee of one or more Images put online for the purposes stated in these Supplementary Conditions

Dictionary = all visual objects grouped by theme

Results = for each Image, the Service gives the User from 0 to several identifications, each one comprising:

- the name of the identified visual object and its related metadata
- from zero to several links to images in the Dictionary representative of the identified visual object
- a reliability score the Service attributes to the identification of the visual object in the Image.

User access to and use of the Service

Access:

The Service is accessible to any natural or legal person who has unconditionally accepted the GTU and these Supplementary Conditions of Use and has the authority to do so.

Use:

The Service is provided to the free of charge, for non-commercial and non-exclusive use for the purpose of experimenting with the Service. The User therefore undertakes to use the Service solely for the purpose of identifying visual objects in its Images.

Any use for other purposes, commercial purposes in particular, is subject to INA's prior written consent (Contact us by e-mail at diginpix@ina.fr).

Any automated use of the Service is prohibited.

You shall not:

- grant a sub-license to, resell, transfer, assign, distribute, commercially operate or provide third-party access to any part of the Service in any manner whatsoever;
- modify or decompile the Service, nor create works derived from the Service;
- use the Service for illegal or unlawful purposes or purposes prohibited by these Supplementary Conditions.

The Service is not designed for storing Images; it is up to the User to personally take the necessary steps in this respect.

Ownership of the Images and User responsibility

You retain all your intellectual property rights to the Images you submit to the diginpix.ina.fr Site.

You are solely responsible for the Images you submit to the diginpix.ina.fr Site, as INA can on no account be responsible for Users' Images.

By submitting your Images to the diginpix.ina.fr Site, you guarantee INA that:

- you have all the necessary rights and permissions granted by any holders of the relevant rights;
- your Images do not constitute:
 - (i) an infringement of personal rights or privacy
 - (ii) a breach of the peace or public decency
 - (iii) an infringement of third-party rights (such as intellectual property rights)
 - (iv) a breach of contract (such as a non-disclosure, ownership, professional secrecy clause, etc.)
 - (v) violent, obscene or pornographic content
- you comply with current statutory and regulatory provisions.

You undertake to release INA from any liability and guarantee it against any claim, complaint, lawsuit or legal action resulting from or relating to your Images, your use of the Service or further to your breach of the GTU and these Supplementary Conditions. You undertake to pay INA compensation for any resulting damages, claims, costs and expenses (including lawyer's fees).

Use of the Images by INA or any third party

You agree that INA may use your Images free of charge and non-exclusively, as part of the Service accessible worldwide, for the following purposes:

- identifying any visual objects in your Images that are in the Dictionary;
- improving the Service.

In this respect, you agree to INA storing your Images and automatically analyses by means of the Service.

Within the functional framework of the Service, the Image(s) and Results of the automatic analysis are made available to the User by means of a URL that INA sends only to the User.

The User alone is responsible for disclosing the URL to any third parties of its choosing for the purpose of sharing the Images and Results; INA shall on no account be liable for the use of the URL by the said third parties.

INA may on no account disclose, assign, transfer or distribute the Images to third parties, nor use them for any purpose other than the Service.

INA reserves the option to delete your Images, Results and related URLs at any time, without notice or any form of compensation.

You may ask INA at any time to delete your Images, Results and related URLs; to that end, use the "Contact" form or send an e-mail to diginpix@ina.fr stating precisely which URLs you wish to have deleted.

Ownership of the Results

Without prejudice to the User's rights to the Images, the Image-related Results generated by the Service belong to INA.

You may not copy, modify, sell or distribute them to third parties, nor may you create works or derivative products based on the Results.

You may not grant access to or distribute them to third parties under conditions other than those expressly permitted by these Supplementary Conditions.

Personal data

As hoster of Images, and in accordance with its statutory requirements, INA retains Users' identification data (*inter alia* the IP address).

This data is processed to comply with the provisions of decree no. 2011-29 of 25 February 2011 on the retention and communication of data identifying anyone who has contributed to the creation of online content. INA alone receives this data.

As required by the "Informatique et Libertés" (French data protection) law of 6 January 1978 modified in 2004, you have the right to access and correct the data relating to you. You can exercise this right by writing to CIL, Legal Department, INA, 4, avenue de l'Europe, 94366 Bry-sur-Marne Cedex France, or by sending an e-mail to cil@ina.fr.

You may also on legitimate grounds object to the processing of the data relating to you.

User's responsibilities

You acknowledge and accept the characteristics, technical performance, limits and risks of the Internet.

You alone are responsible for:

- protecting your data and/or software and/or hardware against any infection, misappropriation, hacking, viruses, malware or intrusion attempts;
- your Images;
- your use of the Service and any misuse of the Service's functions, *inter alia* any unlawful, improper and/or unauthorized use of the Service and more particularly of the Results.

INA's limited liability

As hoster, INA is under no general obligation to monitor the Images.

However, pursuant to current regulations, INA may have to:

- (i) suppress certain types of content, and more particularly child pornography, incitement to racial hatred or justification for crimes against humanity
- (ii) communicate any User identification details if so required by a judicial or administrative authority
- (iii) remove any manifestly illegal Images as soon as it has knowledge thereof.

To that end, each Image includes a link labeled "Report this Content".

It is agreed that the Service is provided "as is".

INA can on no account be held liable for any direct or consequential damage resulting from connections, interruptions, use or any malfunctions of the Sites or resulting from the impossibility of using the Sites (*inter alia* any loss, damage, hacking or misappropriation of data and/or Images).

INA cannot guarantee the availability of, or regularity of access to, the Service. You are advised that the Service may be interrupted among other reasons for maintenance purposes, due to failures, technical hitches caused by the communications networks used, malevolent action or any other harm or damage caused to INA's hardware or software.

INA cannot guarantee that the Service is free from any computing errors or that any such errors will be corrected. INA provides no personal assistance or hot line.

Accordingly, INA shall on no account be liable for any interruption in or malfunctioning of the Service for whatever reason, or for the duration or frequency thereof.

INA does not guarantee the reliability, accuracy, precision or completeness of the Results obtained through this Service. Accordingly, INA accepts no liability for any imprecision, inaccuracy, error or omission in or relating to the Results.

Moreover, INA is on no account responsible for the use of interpretation of the Results. Consequently, INA accepts no liability for any use of the Results that is in breach of these General Terms of Use.

INA reserves the right, at any time and without compensation or notice, to close down or suspend the Service. Notification of closure of the Service will be notified on the diginpix.ina.fr Site within a reasonable time.

Governing law

These Supplementary Conditions are governed by French law. Any dispute in connection with the applicability, interpretation or execution of these Supplementary Conditions shall be referred to the competent French courts.