

# Terms and conditions content providers VBO / YMK

VideoBankOnline, hereinafter referred to as VBO, also acting under the trade name Your Media Kit, hereinafter referred to as YMK

Terms for video content providers, photo content and related data

## 1 Definitions

'Service' means the service provided by VBO / YMK, whereby provider provides video content and / or photo content and / or related content distributed by VBO / YMK through a database, which is accessible online at [www.videobankonline.nl](http://www.videobankonline.nl) and [www.videobankonline.com](http://www.videobankonline.com), [www.yourmediakit.com](http://www.yourmediakit.com), [yourmediakit.nl](http://yourmediakit.nl) and subdomains of these domain names, hereinafter referred to as the Website, where users can download video and photo content from this website under sublicense;

'VBO' means VideoBankOnline VOF located at Gedempt Hamerkanaal 121, 1021 KP in Amsterdam, The Netherlands.

'YMK' means Your Media Kit, a registered trademark of VBO

'Content' means the video material, photo content and related content in the database on the VBO / YMK website.

"Provider" means the natural or legal person who delivers content to VBO / YMK content for the purpose of making this content available through the VBO / YMK website for its own organization or third parties;

"User means the natural or legal person registered via the Website as a user of VBO / YMK and who has access to the database with video and photo content on the Website;

"Terms" means these Terms of Use;

'Website' means the websites of VBO / YMK as described above

## 2 These Terms

2.1 These Terms and Conditions apply to any use of the Service by Provider. By using the Service, in any manner, Provider agrees to be irrevocably bound by these Terms. VBO / YMK has the right to change these Terms at any time. The amended Terms and Conditions will take effect from the time the changes have been notified.

2.2 Provider declares to have accepted the Terms and Conditions and Accepted. Notice of the terms of use applies as a notice to the Provider.

### 3 Personal Information and Privacy

3.1 In order to make use of the Service, Provider must provide certain information to VBO / YMK; this will not be disclosed by VBO / YMK or transmitted in any way to third parties unless this is necessary for VBO / YMK to perform its duties properly.

### 4 License

4.1 By using the Service, Provider grants to VBO / YMK a non-exclusive, indefinite, unlimited, worldwide use of the content.

This license includes the right with regard to the content:

- to be adapted to the extent necessary to make it suitable for the purposes of VBO / YMK;
- to save it in a database;
- to disclose it by publication on the Website;
- to be disclosed for promotional purposes by VBO / YMK; and
- to sublicense to Users

4.2 The right to sublicense is limited to the fact that, per sublicense, the User will only be entitled to disclose the relevant Work in a manner that is in accordance with the User Terms.

4.3 If a third party is guilty of an infringement of the Provider's intellectual property rights, VBO / YMK is entitled, at its sole discretion, to take action to terminate that infringement and to obtain compensation, in so far as the Copyright Act allows VBO / YMK, without prejudice to the Provider's right to take legal action for his own sake.

4.4 Notwithstanding the provisions of the preceding paragraph, Provider hereby authorizes VBO / YMK to act in the name of Provider, and to exercise the powers conferred upon Provider, which VBO / YMK needs to take the measures referred to in the previous paragraph. Provider is obliged to provide VBO / YMK at first request all necessary information and to provide assistance.

4.5 Provider will, at the request of the VBO / YMK, provide all cooperation for the purposes of measures taken to third party to enforce and defend its rights.

## 5 Requirements for the content

5.1 VBO / YMK submits the technical and substantive requirements for the content in the contract agreement with provider. Failure to comply with these requirements or with the obligation to include correct and complete information about technical specifications of the content may result in refusal by VBO / YMK to accept the content.

## 6 Intellectual Property Rights

6.1 Regardless of the licensing provided in these Terms, all intellectual property rights of the Content, including but not limited to copyrights, remain with the Provider. No provision in these Terms shall be construed as constituting a transfer of rights in any manner or extent.

6.2 In the event of transfer of content by Supplier to (a) third party (s), Supplier will negotiate that the present license, including all conditions laid down in these Terms, is respected by the acquirer.

6.3 Provider acknowledges that the collection of content on the Website may qualify as a Database in the sense of the Databases Act. The database right on this collection is based on VBO / YMK as a database producer.

6.4 Provider waives his personal right to oppose amendment of the content within the meaning of Article 25, paragraph 1, under the Copyright Act 1912.

## 7 Warranties and Indemnity

7.1 Provider warrants that:

- he / she is fully authorized to commit to these Terms and the license as defined in Article 4;
- the content does not infringe on any (intellectual property) rights of third parties and is not unlawful otherwise;
- The Supplier's personal information provided at registration is accurate and complete;
- The specified technical specifications of the content are correct and complete;
- the content is not harmful to the electronic systems of VBO / YMK; and

- t the Provider has received explicit authorisation from persons who are recognizable in the content, to reproduce and disclose the content in question.

7.2 Provider indemnifies VBO / YMK against any damage, including material and intangible damages (such as taxpayers and property damage), which may result from non-compliance with the guarantees given above in 7.1.

7.3 VBO / YMK is not required to continue to keep content on and can decide for certain reasons why it is no longer possible to offer (certain) content.

7.4 VBO / YMK can not guarantee that content supplied by Provider is retained on the Website and it is recommended that the Provider himself keep a copy of the content.

## 8 Liability

8.1 VBO / YMK is not liable for any damage that may result from the misuse of third party credentials, except in case of intent or gross negligence on behalf of VBO / YMK.

8.2 VBO / YMK is not liable for any damage, including material and intangible damages (such as tax and property damage) that may result from infringement of (intellectual property) rights of third parties by reproducing or disclosing content by User, including but not Limited to copyright and portrait rights.

8.3 VBO / YMK is not liable for any damage, including material and intangible damage (such as damage and property damage) that may result from damage to computer systems by using content.

8.4 Provider ensures that the personal information provided for registration is accurate and complete and indemnifies VBO / YMK for any damage, including material and intangible damage (such as tax and property damage) arising from the incorrectness or incompleteness of the data.

8.5 VBO / YMK aims to keep (all parts of) the website constantly accessible, but it can not guarantee that this website is accessible under all circumstances and at all times (in all its parts); therefore VBO / YMK is not liable for the consequences of not being able to visit (in time) or not being able to consult (completely) the website.

8.6 VBO / YMK does not affect the (tele- or data communication) resources and / or the (Computer) systems through which access to the website is sought or obtained, so that VBO / YMK accepts no liability for the consequences of any malfunctions encountered when visiting or consulting this website or downloading content from this website.

8.7 VBO / YMK aims to keep this website as free as possible from any harmful elements (viruses) for the operation of computer equipment or software, but it can not guarantee

that the website is completely free of such elements, so that VBO / YMK does not accept liability for the consequences of calling or consulting (parts of) the website for the operation of computer equipment or software.

## 9. Force majeure

9.1 In case of force majeure, which in any case is understood to mean: Interference or failure of the Internet, the telecommunications infrastructure, any operator or Internet service or access provider, full occupancy of inbound lines or inadequate bandwidth of an access provider, domestic riots, mobilization, war, congestion in transport, strike, exclusion, business disturbances, stagnation in supply, fire, flooding, import and export barriers and in the event that VBO / YMK is not enabled by its own suppliers for any reason whatsoever, whereby compliance with the agreement with the supplier cannot reasonably be required from VBO / YMK, the performance of the agreement will be suspended, all without any liability for damages.

## 10. Payment

10.1 Provider agrees with VBO / YMK on a subscription, tailored to the Supplier's requirements regarding making content available. Payment is made in accordance with the terms and conditions laid down in the contract between Supplier and VBO / YMK.

10.2 VBO / YMK reserves the right to unilaterally adjust the rates for subscriptions at any time. Providers will be informed at the latest one month before entry of the new rates. In addition, VBO / YMK can temporarily use other tariffs in the framework of promotions and actions.

## 11. Termination

11.1 Both VBO / YMK and Provider are entitled to terminate the contract, without written notice, at least one month before the last contract expires.

11.2 The removal of specific content from the Website is done after a Request from Supplier. This request can be by e-mail.

## 12. Applicable Law and Disputes

12.1 These terms and conditions apply exclusively to Dutch law. All disputes arising out of or relating to these Terms will only be submitted to the competent Dutch court.

## 13. General

13.1 If any provision of these Terms is deemed to be void, invalid or otherwise not applicable for any reason, this will in no way affect the applicability or legality of the other provisions of these Terms. VBO / YMK will decide on a new provision, which approximates the old content and extent as far as possible, without being void, invalid or otherwise not applicable.

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