



ARCHIVE VALLEY

TERMS AND CONDITIONS

These Terms and Conditions apply generally to any visitor of the Website and/or any registered user of Archive Valley's Platform.

Article I: The Parties, Binding Terms and Conditions

Article II: General Terms

Article III: Footage Licensing (between Archive Buyers and Archive Sellers)

Article IV: Service Matching (between archive research Service Buyers and Service Sellers)

ARTICLE I: THE PARTIES, BINDING TERMS AND CONDITIONS

1. PARTIES

- a. ARTCHY (SAS) Company registered at the "Registre du Commerce et des Sociétés de Paris" under the following company identification number 811377753, head office located at 40 ter quai de Jemmapes, 75010 Paris (trading as, and hereinafter, "Archive Valley").
- b. You and/or your company as identified in the completed sign-up/registration form filled out on Archive Valley's Website or Platform (hereinafter "Archive Provider," "Archive Seller," "Service Buyer," "Service Seller," "YOU," or "YOUR").

2. BY COMPLETING YOUR REGISTRATION ON ARCHIVE VALLEY'S WEBSITE/PLATFORM, AND/OR LOGGING ON TO ARCHIVE VALLEY'S WEBSITE/PLATFORM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT REGISTER AND/OR SIGN-IN ON ARCHIVE VALLEY'S PLATFORM AND/OR WEBSITE.

ARTICLE II: GENERAL TERMS

3. DEFINITIONS

- a. "Platform" means the technological system implemented by Archive Valley to allow Archive Sellers to respond to Footage Requests from content creators (defined here as Archive Buyers). The Platform is part of the Website www.archivevalley.com.
- b. "Footage" means a film or video clip, including previews and screeners, animation, associated sound recording, and/or any other audio/visual representation generated in any means and recorded in any format as a Video File.
- c. "Still image" means a non-animated image, photograph, print or any other illustrated and /or visual representation generated in any means and recorded in any format.
- d. "Footage Request" refers to a request issued by an Archive Buyer via the Platform in order to find precise Footage and/or Still Image.
- e. "Master Video File" means Ordered Footage that is delivered digitally in a high quality resolution and uncompressed format, for broadcasting purpose.
- f. "Archive Buyer" means a content creator (e.g., TV/Film/Media professional) seeking to license Footage and Still Images on demand. Archive Buyers are registered users on Archive Valley's Platform.
- g. "Archive Sellers" means an owner or representative of Footage collection and/or library that has the authority to execute license agreements of the subject Footage and that has been accepted by Archive Valley into the Platform.
- h. "Order" means when the Archive Buyer accepts Your (as Archive Provider) quote and license agreement.
- i. "License Agreement(s)" means a contract and/or agreement between an Archive Seller and an Archive Buyer concerning the copyright and/or other right(s) to use the Archive Seller's Footage for a specific purpose in exchange for defined fees.
- j. "Service Seller" means an independent archive researcher that has been accepted by Archive Valley into the Platform in order to be eligible to provide its services to a Service Buyer.
- k. "Service Buyer" means a third-party company seeking the service of an independent archive researcher (Service Seller) using the Archive Valley Platform.
- l. "Master Invoice" means the Archive Buyer's invoice for License fees and Additional Fees to the Archive Seller.
- m. "Archive Valley Invoice" means Archive Valley's invoice for the service of connecting the Archive Buyer to the Archive Seller and includes any associated Payment Processing Fees as detailed in Archive Valley's Fee Schedule.

4. REGISTRATION OBLIGATIONS AND LIMITATIONS

- a. In order to register on Archive Valley's platform, all mandatory registration information must be provided.
- b. As part of this process, YOU may also be required to provide certain documents, including a sample/scan of YOUR License Agreement and YOUR Company's Tax Residency Certificate.
- c. YOU undertake to supply truthful, accurate, up to date and complete information about YOUR Company, YOUR Service, and, if necessary, YOUR Bank Account information.
- d. For security reasons, Archive Valley reserves the right to request at any time (by email or any other way) additional information and documents, including original documents and proof of identity.

- e. It is YOUR responsibility to make sure you grant access to YOUR Username, Password and Account to the appropriate individuals in YOUR organization.

5. INTELLECTUAL PROPERTY

- a. Unless otherwise stated, Archive Valley owns the intellectual property rights of the Site/Platform and of material on the Site/Platform. Copying any content, including but not limited to logos, text content, pictures or videos, or duplicating our Technology / Service / System / Solution is strictly prohibited and will be considered counterfeiting. Any registered user found guilty of counterfeiting would likely see his or her Account deleted without notice or compensation, this deletion will not prevent Archive Valley or its representative to initiate legal actions or a lawsuit.
- b. YOU hereby grant us a nonexclusive, royalty-free, worldwide, perpetual, transferable, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit any company or personal content (for example, trademarks and logos, profile pictures, text or otherwise) YOU provide to us, as a Registered User via the Platform or otherwise, as well as to commercially use the rights of publicity, persona, image and name of the individuals depicted in such content within the Platform and incident to the Platform.
- c. YOU further grant us a license to use your name, image, likeness, statements or other information, in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, in connection with the administration of the website or Platform and Archive Valley's marketing and business purposes relating to the website or Platform.

6. WARRANTY DISCLAIMERS

- a. To the fullest extent permitted by law, Archive Valley makes no warranties, either express or implied, about the Services. The Services are provided "as is." Archive Valley also disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. No advice or information, whether oral or written, obtained by YOU from Archive Valley shall create any warranty. Archive Valley makes no warranty or representation that the Services will: (i) be timely, uninterrupted or error-free; (ii) meet YOUR requirements or expectations; or (iii) be free from viruses or other harmful components.
- b. YOU acknowledge that Archive Valley is not responsible for, and has no liability for, any use by YOU of all or any part of content or services provided by a third-party through the website or Platform, or from a third-party that you met or did business with through the website or Platform.
- c. YOU acknowledge that Archive Valley is not responsible for, and has no liability for, any non-payment or other non-performance of a contract that YOU enter into through the website or Platform or non-performance by a business partner that YOU met or transacted business with through the website or Platform.
- d. YOU understand that it is YOUR sole responsibility to perform due diligence on Footage sourced through the website or Platform, and service providers or clients that YOU do business with through the Platform, and the sole risk of any liability associated with YOU use of said Footage, work performed by said providers and actions of said clients is with you.
- e. The Archive Valley website or Platform may include the opinions, statements and other content of third parties. Archive Valley is not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with laws. Any opinions, statements, or other materials made available by third parties through the website or Platform are those of such third parties and not of Archive Valley, including its licensors and/or other third party providers, and Archive Valley does not endorse any such opinions, statements, or materials.

- f. YOU acknowledge and agree that Archive Valley has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by any third party of information made public through any part of the website or Platform. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION AND OR CONTENT PUBLICLY AVAILABLE THROUGH THE PLATFORM, YOU DO SO AT YOUR OWN RISK.
- g. YOU understand that Archive Valley cannot and does not promise, guarantee or warrant that files you download through the Internet will be free from viruses, worms, Trojan horses or other code that may be destructive. YOU are responsible for implementing sufficient safeguards for yourself. Archive Valley does not assume any responsibility for your use of the Internet.
- h. USE OF THE WEBSITE AND PLATFORM IS AT YOUR OWN RISK. THE WEBSITE AND PLATFORM, AND ALL CONTENT THEREON, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. ARCHIVE VALLEY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ARCHIVE VALLEY DOES NOT WARRANT THAT THE WEBSITE OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ARCHIVE VALLEY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING ANY USE OF THE CONTENT OR ACCURACY. YOU ASSUME THE ENTIRE COST OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE WEBSITE OR ITS CONTENT. ARCHIVE VALLEY MAKES NO WARRANTY THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS. ARCHIVE VALLEY ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

7. LIMITATION OF LIABILITY

- a. To the fullest extent permitted by law, in no event will Archive Valley be liable with respect to any claims arising out of or related to the relationship between Archive Sellers and Archive Buyers for: (i) any indirect, special, incidental, exemplary, punitive or consequential damages; (ii) any loss of profits, revenue, data, goodwill or other intangible losses; (iii) any damages related to YOUR access to, use of or inability to access or use the Site or any portion thereof, including without limitation interruption of use or cessation or modification of any aspect of the Site; or (iv) any damages related to loss or corruption of any content or data.
- b. Archive Valley is in no way responsible for the Archive Seller's acceptance to deliver the Ordered Footage before receipt of Payment.
- c. ARCHIVE VALLEY ASSUMES NO RESPONSIBILITY FOR YOUR PAYMENT RISK.
- d. Notwithstanding the foregoing, in the event that a court shall find that the above disclaimers are not enforceable, then you agree that Archive Valley Parties shall not be liable for (1) any damages in excess of \$500.00 or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the website or Platform. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

8. TERMINATION

- a. This Agreement will remain in effect until terminated by either YOU or Archive Valley. To terminate this Agreement, YOU must contact Archive Valley or cancel YOUR Archive Valley account. For transactions that originated on Archive Valley's Platform but are not executed before YOU cancel your account, Archive Valley reserves the right to invoice you for any

reasonable fees that would have occurred otherwise. Archive Valley also reserves the right to suspend or terminate the Services at any time at its sole discretion and without notice. For example, Archive Valley may suspend or terminate YOUR use of the Services if YOU are violating these terms and conditions or our privacy policy.

9. MODIFICATION

- a. Archive Valley may modify these Terms and Conditions at any time at its sole discretion. Such modifications shall take effect when sent to your Account Email address. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts/percentages, payment procedures, Commission Fee payment schedules, and related rules. If any modification is unacceptable to You, Your only recourse is to terminate this agreement. Your continued utilization of the Archive Valley Platform following Archive Valley's sending of a change notice by email will constitute binding acceptance of the change.

10. SEVERABILITY

- a. If any provision of these Terms and Conditions is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provision.

11. NO WAIVER

- a. Archive Valley's failure to enforce any provision of these Terms and Conditions shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Archive Valley of any provision, condition or requirement of these Terms and Conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

12. ABUSE OF ARCHIVE VALLEY'S PLATFORM

- a. Archive Buyer's and Archive Seller's identities are kept anonymous until an Order is placed. YOU must not require or provide email addresses, Skype usernames, telephone numbers or any other personal contact details in order to communicate with other Archive Buyers or Archive Sellers outside the Platform.
- b. For Archive Sellers using Archive Valley's Platform, you agree to never:
 - i. ask for the Archive Buyer's full name or their production company's name before YOU place an Order;
 - ii. redirect the Archive Buyer to YOUR Website or any other platform when not expressly agreed by Archive Valley;
 - iii. encourage the Archive Buyer to Order outside of the Platform;
 - iv. offer direct payments to the Archive Buyer using payment systems outside of Archive Valley's Platform Payment system, when not expressly agreed by Archive Valley; and/or
 - v. exchange and transact with a Archive Buyer outside of our Platform for a Footage Request originated on Archive Valley, without notifying Archive Valley.
- c. Any company information required to process the Order will be exchanged within the Order form.
- d. The following rules apply to the use of the website and Platform by all users, including both Buyers and Sellers.
- e. YOU further agree that you will not:
 - i. violate any applicable law or regulation in connection with your use of the website or Platform;

- ii. modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of website or the Platform;
 - iii. interfere with or disrupt the operation of the website or Platform;
 - iv. attempt to probe, scan or test the vulnerability of our system or network or to breach security or authentication measures without proper authorization;
 - v. take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
 - vi. harvest or collect the email address or other contact information of other users of the website or Platform;
 - vii. scrape or collect content from the website or Platform via automated means;
 - viii. submit, post or make available false, incomplete or misleading information to website or Platform, or otherwise provide such information to us; or,
 - ix. impersonate any other person or business.
 - f. Except the standard operation of the posting, responding to, negotiating and pitching (including open pitches) of Footage and/or Projects, you may not use the Archive Valley Platform for any other commercial purposes.
 - g. You agree not to distribute, upload, make available or otherwise publish through the Platform any suggestions, information, ideas, comments, questions, notes, plans, proposals, graphics, drawings, designs, text, information, audio, photos, software, music, sounds, video, comments, messages or similar materials (referred to, *inter alia*, as "Footage") that:
 - i. is unlawful or encourages another to engage in anything unlawful;
 - ii. is false, misleading or fraudulent;
 - iii. contains a virus or any other similar programs or software which may damage the operation of our or another's computer;
 - iv. violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party; or,
 - v. is libelous, defamatory, pornographic, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening, bullying or otherwise objectionable.
 - h. YOU are not licensed to access any portion of the Platform that is not public and/or YOUR user pages.
 - i. Notwithstanding the foregoing rules of conduct, our unlimited right to terminate YOUR access to the Platform shall not be limited to violations of these rules of conduct.
- 13. **OUR RIGHTS AND THOSE OF OTHERS**
 - a. The content on the website or Platform includes copyrighted materials, trademarks and other proprietary information, which may include, without limitation, text, software, photos, video, audio visual recordings, graphics, music, and sound. The selection, coordination, arrangement, and enhancement of such content, as well as in the content original to Archive Valley, are protected by copyright (and, if applicable, similar foreign laws).
 - b. All trademarks, service marks and logos, text, copyrightable subject matter, images, graphics, designs, and products appearing on the website or Platform belong to Archive Valley or in some cases to the party that authorized such use by Archive Valley. All rights are reserved.
 - c. YOU agree not to copy, redistribute, publish, or otherwise exploit material which you download from the website or Platform without the express prior written permission of Archive Valley or the owner of said content. YOU further agree and acknowledge that you shall not acquire any ownership rights by downloading material from the website or Platform.

14. INDEMNIFICATION

- a. YOU hereby agree to indemnify and hold harmless Archive Valley and its directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Archive Valley infringed on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (iii) any claim related to YOUR site, including, without limitation, its development, operation, maintenance and content therein not attributable to Archive Valley.
- b. YOU agree to defend, indemnify and hold harmless, Archive Valley and any of its respective parents, affiliates, licensees, licensors, and each of their respective officers, directors, employees, successors, agents, contractors and assigns for all claims and allegations, and costs associated with such claims or allegations (collectively, "Claims"), arising from or in connection with (a) YOUR use of the website or Platform, (b) any Footage provided or procured on or through the website or Platform, including, without limitation, all claims arising out of or based upon infringement, misappropriation, invasion of privacy, defamation, right of publicity and/or any blurring, alteration, editing, morphing, distortion, illusionary effect, faulty reproduction, fictionalization or use in any composite form of your or any other person's or entity's name, picture, image, likeness, comments, posts, statements or other information and/or the Submission; or (c) any breach or alleged breach by YOU of these Terms and Conditions or applicable laws, rules, regulations or social media terms and conditions.
- c. If you act as a Archive Buyer on the website or Platform, YOU shall further defend, indemnify and hold Archive Valley harmless from any claims relating to your failure to pay for services solicited or procured through the website or Platform.

15. ARBITRATION, GOVERNING LAW AND JURISDICTION

- a. YOU agree that any claim or dispute arising out of or relating in any way to your use of the website or Platform, or any service provided by Archive Valley, will be resolved solely and exclusively by binding arbitration in accordance with the ICC International Court of Arbitration, rather than in court. The laws of France shall govern this Agreement, and shall be used in any arbitration proceeding. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: Archive Valley, 40 ter quai de Jemmapes, 75010 Paris.
- b. Arbitration concerning these Terms and Conditions will be conducted by the ICC International Court of Arbitration in Paris under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the ICC International Court of Arbitration's rules. You and Archive Valley agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both you and Archive Valley agree that parties have each waived any right to a jury trial.
- c. In any case, these Terms and Conditions are governed by the laws of France. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN PARIS, FRANCE.

16. LINKS

- a. Archive Valley may have links on the website or Platform to other sites that we think the public might find interesting. Such other sites are not under our control and therefore we have not reviewed them and we are not responsible for their content. You click through at your own risk, and Archive Valley makes no representation or warranties about the content, completeness or accuracy of the sites linked-to from the website. A link to the site does not imply Archive Valley's endorsement or approval of its content or source.

17. DATA AND PRIVACY POLICY

- a. Archive Valley's Privacy Policy (found on Archive Valley's website) also governs the relationship between the Parties.

ARTICLE III: FOOTAGE LICENSING

18. PLATFORM OVERVIEW

- a. Archive Valley's objective is to connect Archive Sellers with our growing international network of TV/Film/Media professionals seeking to license Footage and Still Images on demand (identified as Archive Buyers).
- b. On Archive Valley, Archive Buyers and Archive Sellers easily and efficiently exchange and transact with each other, enabling Archive Sellers to grant the use of their Footage and/or Still Images in exchange for a License Fee and/or a Copyright Fee, which can be associated to any related costs (hereinafter, the "Associated Fees") including but not limited to research, video transfers, editing, laboratory, and material, including previews and screeners.
- c. Archive Valley's solution allows Archive Sellers to access and fulfill Footage Requests through completion and master video file delivery.
- d. Archive Valley's role is to be an intermediary between both Archive Sellers and Archive Buyers
- e. Archive Valley does not take ownership of Footage licensed and is not a party to any contract between Archive Sellers and Archive Buyers, including but not limited to License Agreements. The contractual relationship, concerning footage and still image licensing, is solely between Archive Seller and Archive Buyer.

19. FOOTAGE LICENSING TRANSACTION PROCESS

- a. **Archive Buyer Footage Request:** Archive Buyers make Footage Request(s) on the Platform. A Messaging System for Both Archive Buyers and Archive Sellers enabling Archive Sellers to reply to the Archive Buyer's Footage Requests. Archive Sellers can directly indicate if they can reply/or not reply to this Footage Request and be redirected to YOUR Archive Valley Inbox. If YOU wish to remove an email address from YOUR Account, YOU need to notify Archive Valley.
- b. **Archive Seller Platform Functionalities:** YOUR Archive Valley Inbox enables YOU: (i) to access the anonymous profiles of the Archive Buyer from whom YOU have received a Footage Request; to suggest to the Archive Buyer relevant shotlists and/or relevant Footage and/or Still Images by uploading YOUR Files and/or YOUR Video Files using Archive Valley's File Attachment Tool and/or by adding a link to YOUR Footage and/or Still Images; (ii) to reply and/or to correct a Quote Request; (iii) to send YOUR License Agreement or any other contract; (iv) to deliver YOUR Master Video File; and (v) to follow-up on the status of the Footage Requests YOU have received.

- c. **Archive Valley's Footage Management:** When the Archive Sellers send links of Footage and/or Still Images to Archive Buyers or redirect Archive Buyers to Archive Sellers' platform to access specific Footage, Archive Valley is authorized (i) to download or extract by any means the Video Files corresponding to the Footage the Archive Seller has suggested to an Archive Buyer and (ii) to upload the Video Files corresponding to the Footage into Archive Valley's Amazon S3 Bucket, a storage solution, so that the Archive Buyer can access them as Video Files directly on our Platform.
- d. **Archive Buyer's Request for Quote of Archive Seller's Footage:** An Archive Buyer who has expressed its interest in Footage suggested by the Archive Seller can then request a quote from the Archive Seller.
- e. **Archive Seller's Quote:** It is expressly agreed by the Archive Seller that Quotes will be expressed in euros, regardless of any exchange rate developments. The Archive Seller will be free to deduct its Additional Fees from the Quote. If the footage is not ordered, these Additional Fees will be due within thirty (30) days by the Archive Buyer.
- f. **Archive Seller's License Agreement With Archive Buyer:** IT IS EXPRESSLY AGREED BY ARCHIVE SELLER THAT ARCHIVE SELLER IS RESPONSIBLE FOR PROVIDING AND EXECUTING ITS OWN LICENSE AGREEMENTS WITH THE ARCHIVE BUYER. YOU are strongly urged to include YOUR License Agreement with the Quote.
- g. **Archive Buyer's Acceptance of Archive Seller's Quote and License Agreement, Creating an Order:** The Archive Buyer, having reviewed the Archive Seller's Quote, is then free to agree with the Quote (or Final Quote) corresponding to the License Fee and/or Copyright Fee together with Associated Fees, to agree with the Archive Seller's License Agreement, and to Order by proceeding to Payment. The Archive Seller will receive notice from Archive Valley that an Archive Buyer has accepted its Quote and License Agreement, thereby creating an Order.
- h. **Third-Party Master Invoice Authorization:** Archive Seller hereby grants Archive Valley permission to issue Master Invoice(s) related to the Transaction in Archive Seller's name and on Archive Seller's behalf to the Archive Buyer. Archive Valley will utilize the information Archive Seller provides in Archive Seller's Quote in order to generate these Master Invoices.
- i. **Timing of Payment of Archive Buyer's Master Invoice:**
 - i. Unless expressly agreed upon between the Archive Buyer and Archive Seller, Payment is due as follows:
 - 1. **Stripe Payments via Archive Valley (as explained in the section "AUTOMATED PAYMENT"):** Within twenty-four (24) hours of receipt of the Master Invoice.
 - 2. **Wire Transfers (not via Stripe):** SWIFT Confirmation must be provided within two (2) business days of receipt of the Master Invoice.
 - 3. **All Other Forms of Payment:** as expressly agreed between the Archive Buyer, Archive Seller, and Archive Valley.
 - ii. Archive Seller will be notified by Archive Valley when the Archive Buyer has sent funds pursuant to the Master Invoice.
 - iii. Archive Seller is advised to deliver the Ordered Footage only after receiving this notification from Archive Valley.
- j. **Delivery:** After the Archive Provider receives Payment confirmation from either Stripe or Archive Valley, Archive Seller guarantees to deliver the Ordered Footage according to the agreed Quote or Final Quote. Archive Seller is fully and solely responsible for delivering the Ordered Footage.

20. ARCHIVE VALLEY FEE SCHEDULE

- a. By registering on the Archive Valley platform, YOU hereby agree to the Pricing Schedule provided in YOUR registration page.
- b. If YOUR registration includes a demonstration phase (“Demo Period”), you understand that Archive Valley is providing YOU this Demo Phase at a substantial discount for a defined period of time and/or number of Orders and YOU accept that continued use of the Archive Valley Platform beyond the Demo Period subjects YOU to the Pricing Schedule provided in YOUR registration page.

21. PAYMENT PROCESS OF MASTER INVOICE AND ARCHIVE VALLEY INVOICE

- a. By registering on the Archive Valley platform, YOU hereby agree to the following payment processes:
- b. For each Order the Archive Seller receives, Archive Valley will generate and deliver a Master Invoice to the Archive Buyer and send the Archive Seller an Archive Valley Invoice. The Archive Seller must pay Archive Valley, pursuant to the Archive Valley Invoice, regardless of the payment terms in the Master Invoice.
- c. How the Archive Seller will be paid pursuant to the Master Invoice:
 - i. **Automated Payments to the Archive Seller:**
 1. Archive Valley relies on the trusted payment intermediary Stripe and its solution Stripe Connect that supports Payments by credit cards all over the world and that secures all Transactions.
 2. Payments are processed by Stripe in accordance with Stripe’s Terms of Service and Privacy Policy. Archive Valley does not control and is not liable for the security or performance of Stripe.
 3. YOU are notified into YOUR Stripe’s Account when a Payment has been processed. Any Payments are logged on YOUR Stripe’s Dashboard’s page, which records the Orders and Payments made via Archive Valley.
 4. Using Stripe, YOUR Bank Account will receive a percentage of net revenue of the Order amount, minus any Automated Payment Processing Fees, as defined in in the Pricing Schedule on YOUR Platform Registration
 5. **Automated Payment Processing Fees:** if YOU have a bank account in the EU-Zone, YOU will pay a 1.4% payment-processing fee; (ii) if YOU do not have a bank account in the EU-Zone, YOU will pay Archive Valley a 2.9% payment-processing fee.
 - ii. **Non-Automated Payments to YOU:**
 1. If – and only if - YOU are not eligible to utilize automated payments using Stripe, the Archive Buyer will execute payment via wire transfer or other means to the Archive Seller’s³ bank, which must be in good-standing and capable of receiving SWIFT and/or IBAN transfers.
 2. Your Bank will receive [100%] of the net revenue of the Order amount.
 3. **Payment of Wire Transfer Fees:** YOU will be responsible for any wire transfer fees that YOUR bank charges for receipt of funds from any Archive Buyer and/or Archive Valley.
- d. How Archive Valley will be paid pursuant to the Archive Valley Invoice:
 - i. The Archive Valley Invoice is calculated on the full amount of the Order, regardless of any withholding tax deducted by the Archive Buyer on the License Fee and/or Copyright Fees.
 - ii. The Archive Valley Invoice includes all the Commissions due to Archive Valley for the past month, with the VAT details.
 - iii. **Automated Payments to Archive Valley:**

1. As part of the Automated Payment process, Archive Valley will automatically receive a percentage of the Order amount, plus the Payment Processing Fees as described below, as defined in in the Pricing Schedule on YOUR Platform Registration.
2. Within forty-eight (48) working hours, Archive will deliver by e-mail the Archive Valley Invoice to YOU.
 - iv. **Non-Automated Payments to Archive Valley:**
 1. YOU expressly agree to pay Archive Valley a percentage of the Order amount as defined in in the Pricing Schedule on YOUR Platform Registration.
 2. YOU will receive an Archive Valley Invoice on a batched Transaction basis, to be paid within thirty (30) days of receipt. For your convenience, Archive Valley will batch individual Archive Valley Invoices together on a monthly basis to be delivered to YOU at the beginning of each calendar month.
 3. **Payment of Wire Transfer Fees:** YOU will be responsible for any wire transfer fees that YOUR bank charges to arrange transfer of funds to Archive Valley. YOU will not be responsible for any fees Archive Valley incurs for receipt of YOUR wire transfers.

22. ARCHIVE SELLER'S VIDEO FILES OWNERSHIP AND RESPONSIBILITIES

- a. YOU, as Archive Seller, are fully and solely responsible and accountable for all Video Files and any other Attached Files transferred (uploaded, attached or linked) on the Platform. YOU are responsible for scanning all transferred Video Files or any other Attached File for viruses and malware. Archive Valley will not be held responsible for any damages that might occur due to site usage, use of content or files transferred.
- b. By using the Platform, YOU, as Archive Seller, warrant that YOU have, for each Video File that is being transferred on Archive Valley (including Master Video File) and for each Footage that you suggest via links, all the authority, necessary rights and required permissions, including from copyright and other intellectual property rights holders: (i) to distribute, transfer, make available online; and (ii) to perform a License Agreement.
- c. YOU, as Archive Seller, are not allowed to transfer and/or suggest inappropriate or obscene Video Files.
- d. Archive Valley does not claim any ownership of the Video Files YOU, as Archive Seller, transfer on the Platform. YOU are invited to use the File Attachment Tool or any other solution provided by the Platform to transfer YOUR Video Files and YOUR Master Video Files. YOU permit us to store YOUR Video Files and YOUR Master Video Files in our Archive Valley's Amazon S3 Bucket. We guarantee to remove YOUR Video Files and YOUR Master Video Files from our Amazon Drive 60 days after they have been uploading on the Platform.
- e. YOU, as Archive Seller, warrant that YOU are not related to any criminal organization and / or any organization involved in terrorism.
- f. Unless YOU have notified us that YOU have already received this Footage Request, meaning that YOU have already received this Footage Request outside our Platform AND YOU have already answered this Footage Request outside our Platform, any Footage Request YOU receive via Archive Valley that leads to an Order must occur within the Archive Valley Platform. The failure to follow these guidelines are grounds for deactivation of YOUR Archive Valley Account.
- g. By using our Platform, YOU must publicize and apply the same pricing that YOU usually provide in YOUR Company and YOUR website.

- h. YOU may not accept any Footage Request unless they have the ability to actually provide for this Request. Archive Sellers must not suggest to Archive Buyers any information or Footage that is not relevant to their Footage Requests, in order to promote other types of material.

23. ADDITIONAL INTELLECTUAL PROPERTY

- a. If YOU provide an Archive Buyer and/or Archive Valley with Footage, YOU represent and warrant that YOU own or otherwise control the rights to the Footage and any and all elements thereof; that YOU will inform the Archive Buyer of any all third party rights associated with the subject Footage; including such third parties' names, images or likenesses and any other third party-owned elements,

24.

- a. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Footage submitted to us that you may have under any applicable law or under any legal theory and, if not waivable, agree not to enforce any such rights with regard to the Content and its use.
- b. Archive Valley reserves the right, at its sole discretion, to edit any Footage and to choose to include or not include such Footage on the website or Platform. You acknowledge that we are under no obligation to maintain the website or Platform, or any information, materials, Footage or other matter you submit, post or make available to or on the website or Platform. We reserve the right to withhold, remove and or discard any such material.

ARTICLE IV: SERVICE MATCHING

25. SERVICE MATCHING PLATFORM OVERVIEW

- a. Among other services and functionality, the Archive Valley Platform provides a venue that may permit users to act as either buyers or sellers for media research and related services. When acting as a party soliciting or purchasing services on the Platform, you are referred to as a "Service Buyer". When acting as a party offering services on the Platform, you are referred to as a "Service Seller" and/or "Independent Contractor."
- b. Service Buyers and Service Sellers may post solicitations for submissions, requests for proposals and/or consultations, work availability or offerings and similar communications that may lead to a discussion and agreement to work together on a particular project (each a "Project"). The Platform provides functionality to manage and communicate during the Project, and facilitates payment between Service Buyers and Service Sellers regarding a Project, in accordance with the provisions of these Terms and Conditions.

26. PROJECTS AND ENGAGEMENTS

- a. Proposals, consultations and requests from and between Service Buyers and Service Sellers shall specify certain terms, which may include the fee and compensation, description, content, deadlines, form, length, payment information and other information a Service Buyer and Service Seller, as the case may be, would like included in the agreement covering the Project.
- b. When Service Buyers and Service Sellers are ready to engage each other on a Project through the Platform, the parties will be entering into a legal contract with each other

regarding the Project through the Platform, such agreement occurring when a Service Buyer provides written acceptance of the Service Seller's Quote.

- c. Archive Valley's role is to be an intermediary between both Service Sellers and Service Buyers.
- d. In any Project Quote, Service Sellers shall include provisions (a) making Archive Valley a third-party beneficiary, and (b) requiring payment of all amounts and fees relating to the Project through Archive Valley's Platform.

27. PAYMENT THROUGH ARCHIVE VALLEY

- a. Payment of all fees and payments due from Service Buyers to Service Sellers for, or otherwise associated with, a Project are required to be made through the Platform, in accordance with these Terms and Conditions.
- b. Upon remittance of a Project payment from Service Buyer to Archive Valley, Archive Valley will have the sole responsibility to pay the Seller, and will promptly pay the Seller. Sellers agree that Archive Valley shall not be responsible or liable for any amounts not received from a Buyer.
- c. Archive Valley may charge a service fee in connection with the processing of Project payments through the Platform, as described, and as updated from time to time (the "Service Fee").
- d. The Service Fee is structured as a commission calculated as a percentage of the amount paid by a Service Buyer to a Service Seller. This Service Fee is added to the amount due from the Service Buyer to the Service Seller.
- e. The Service Fee, as of September 1, 2017, is of 20% of the amount due from the Service Buyer to the Service Seller.
- f. We may use a third-party payment processor (the "Payment Processor") to bill you through an online account for payments processed through the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. You authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

28. ARCHIVE VALLEY SERVICE MATCHING FEE SCHEDULE

- a. **By submitting a Project Request on the Archive Valley platform, YOU hereby agree to the Service Matching Pricing Schedule provided in YOUR Project Request page.**

29. ADDITIONAL DUTIES FOR BUYERS; PLATFORM INTEGRITY

- a. If you use the Platform as a Buyer, the additional provisions of this section apply to you.
- b. You acknowledge and agree that material value of the Platform is derived from its relationships with its Sellers. Thus, as additional consideration for your right to use the Platform, you agree that for a period starting when you first use the Platform through a period of one (1) year after you stop using the Platform (the "Period"), you will not directly or indirectly solicit, engage or employ any Seller participating on the Platform to provide similar or related services to you other than through the Platform.
- c. In the event that a Buyer would like to hire a Seller that is on the Platform outside the Platform during this Period, it may contact Archive Valley at legal@Archivevalley.com to discuss an arrangement.