



GENERAL CONDITIONS OF USE

The General Conditions of Use constitute a contract between you, as a professional in the audiovisual sector, and Ina.

Access to the Ina MEDIAPRO website, hereinafter referred to as “the Site”, is open and free of charge. However, you must fill in a registration form and have a User ID and password to access the Site services: detailed documentary notes describing content, viewing and listening to contents, setting up a shopping basket, etc.

In obtaining a User name and password to access the services available on the Site, you agree to comply with the General Conditions of Use below.

Warning

The Content that you identify and order from our database requires legal analysis, possible rights clearance and an assessment of the quality of the material before final delivery. Consequently, Ina cannot guarantee their availability systematically

The site objective

Once you have signed in, the Site enables you to view and listen to audiovisual and sound content hereinafter known as “Content”. This Content belongs to Ina or its partners and is consequently protected by French law, namely the Intellectual Property Code.

Collections available on the site

Audiovisual and sound collections managed by Ina:

- Actualités Françaises (1940-1969).
- programmes financed or co-financed by O.R.T.F. (and R.T.F.) and broadcast by them for the first time.
- programmes financed or co-financed by TF1 and broadcast by the channel for the first time before 30 July 1982.

- programmes financed or co-financed by A2 and FR3, Radio France and RFI, and broadcast by them for the first time before 1 October 1981.

- programmes, other than fiction, financed or co-financed by A2/ France2 and FR3/France 3, Radio France, RFI and RFO, and broadcast by these bodies between 1 October 1981 and 1 August 1997. Programmes financed, co-financed and broadcast after 1 August 1997 by A2/France 2 and FR3/France3, France 5, Radio France, RFI and RFO.

Collections belonging to partners for whom Ina has the managing rights:

Le Mans 24 hours / ACO / Actualités cubaines (Cuban news), AFP Vidéo, TF1 news (30/07/1982-31/12/2006), Thierry Ardisson, Tour de France - cycling, Afghanistan-Massoud, Capa Production, International Olympics Committee, French Football Federation, French Rugby Federation, Roland Garros, "Home" (rushes) by Yann Arthus Bertrand, Henry Chapier, Le monde vu du ciel, Stéphane Collaro, Cambodia, French Ministry for Agriculture and Fisheries, UNESCO, Archives du XXème Siècle, Alain Colas, Les Films Élémentaires, Les Films du Prisme, GMT Productions, Editing Productions, Le petit train de la mémoire, Robert Zagury Prod, Ateliers Varan, Cité de la réussite, Adolphe Drey, Les Shadocks, Funball, Rapido, the Channel Tunnel, Le Monde vu du ciel, Médecins sans frontières, HD Images, Godlen Rabbit Films, Collection Tibet – Roger Charret...

The above list of partner collections is purely indicative and in no way comprehensive, as it evolves regularly.

MPEG 4 (H264) technology is used for viewing at around 600 kbit/second, and MP3 technology at 256 kbit/second with an HTML 5 reader is used for listening. High-speed access is recommended for the greatest comfort.

Ina can digitise non-digital content that has a related documentary note within 48 hours following reception of your request, and on condition that the Content involved be recorded on a video carrier.

What can you do on the site?

- Discover or become better acquainted with Ina collections and those of its partners.
- Carry out research in the collections
- View and listen to digitised Content.
- Select extracts while you view or listen to Content
- Transfer selected Content to a personal file or to a shopping basket
- Download clips in H264 format (with the Time Code embedded in the image)
- Send a shopping basket to the Ina sales team
- Request that Ina conduct documentary research on your behalf

Services available on the Site

Shopping basket

You may select the items of your choice from the Content accessible on the Site and put them into your shopping basket. A reader allows you to create your own clips and put them into the shopping basket.

Only shopping baskets that are properly filled and sent to Ina services or to your Ina contact can be processed.

When the Ina sales team receives your shopping basket, they will send you a tariff agreement, established on the basis of the information mentioned in your shopping basket, and will ask you to return it duly signed. The services will then analyse your order.

Time-coded download basket

You may select the items of your choice from the Content accessible on the Site and put them into your TCI download basket. A reader allows you to create your own clips and put them into the basket.

Only baskets that are properly filled and sent to Ina services or to your Ina contact can be processed.

When the Ina sales team receives your shopping basket, they will encode the TCI files. Once the encoding has been completed, you will receive an email with the links to the files to download.

You may also download these files directly from your request history.

Legal and technical analysis of the Content in an order

The Content in your order requires legal analysis - and, possibly, rights clearance – before a delivery can be made. Consequently, Ina cannot systematically guarantee availability.

Once your order has been appraised, the sales team will inform you whether or not the rights of the Content you have selected have been cleared.

Once your final selection has been made, you may ask our sales team for a corresponding estimate on the basis of the above-mentioned tariff agreement.

They will send you a rights contract in line with this agreement.

The material will be delivered “as is” without being restored. It can be restored at your request and under conditions that will be defined by mutual agreement.

Request for documentary research

You may ask Ina to conduct documentary research on your behalf on a specific subject by returning a request form duly completed. Documentary research is charged for.

Restrictions

The Content of the Site may be viewed and listened to. Downloading during viewing or listening is forbidden. Any breach of this rule will be subject to legal proceedings.

Your Ina password is personal and may not be given or lent to anyone else, without prior written agreement by Ina.

Ina reserves the right to withdraw access rights from any user who does not respect these General Conditions of Use or who is the subject of a complaint or legal proceedings on the part of Ina whatever the reason.

Site ownership

Ina is the owner of the Site, and is responsible for its operation. The Site contents, including, but not restricted to, texts, graphics, photographs, sequences of moving images, sound sequences, illustrations, databases and software, hereinafter referred to as "the Content", are the property of Ina or those service providers who have a contract with Ina to supply part of the Content.

All the components that go to make up the Site, whether in its overall design or its Content, are protected by patents, copyright and related rights, registered trademarks and, more generally, by regulations pertaining to intellectual property protection. You may not reproduce or communicate to third parties by any means or process whatsoever any part of the overall design of the Site or any element of its Content, without prior permission laid down in a specific agreement with Ina.

The Site, its Content and all related rights remain the exclusive property of Ina and its aforementioned service providers under contract. You will be required to compensate Ina or the aforementioned service providers for any losses, expenditure, costs, or damage incurred as a result of non-compliance with the present contract or unauthorised use of the Content and related rights.

Responsibility disclaimer

The Site and its Content are provided "as is". Ina offers no express or tacit guarantee whatsoever as to the ability of the Site or its Content to meet the users' requirements or expectations regarding the absence of errors or faults in the Site and its Content.

Ina, its employees, and the aforementioned contractual service providers cannot be held responsible for direct and indirect damage, incidents, or foreseeable and unforeseeable profit loss, in any form whatsoever, that could result from using the Site.

The Site's functions and the files provided are not guaranteed against interruptions or operational errors. Consequently, any expenses incurred as a result of repairs or adjustments required to use the Site are, therefore, your responsibility. Ina does its utmost to ensure that the Site is accessible and that the Content is updated and corrected, but offers no guarantee to the user regarding accessibility, updates or corrections.