

## GENERAL TERMS AND CONDITIONS

IMAGETIME  
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VAT: BE 0894 869 936

Hereinafter: "IMAGETIME"

### **Article 1: Definitions**

The capitalized terms listed in these General Terms and Conditions shall have the following meaning, unless stated otherwise:

- "Client": The individual or the company/organization, in its capacity of professional photographer, that utilized the Services of IMAGETIME subsequent to registration through a website managed by IMAGETIME;
- "IMAGETIME": The website-Manager of the following websites: [www.imagetime.be](http://www.imagetime.be), [www.imagetime.nl](http://www.imagetime.nl), [www.imagetime.fr](http://www.imagetime.fr), [www.image-time.eu](http://www.image-time.eu), [www.pro-imagetime.com](http://www.pro-imagetime.com), [www.imagetime-pro.com](http://www.imagetime-pro.com), [www.proimagetime.com](http://www.proimagetime.com), [www.imagetimepro.com](http://www.imagetimepro.com), [www.imagetime.net](http://www.imagetime.net).
- "Services": The Services provided by IMAGETIME to its Clients. IMAGETIME offers, amongst others, the following Services: providing an account that enables the Client to post its pictures, to download its business cards and to obtain an overview of pictures sold.

### **Article 2: General Terms and Conditions**

#### **2.1. Scope**

2.1.1. All agreements for the provision of Services by IMAGETIME to the Client and all legal acts and transactions that result from or relate to such agreements, as well as the execution of such agreements, shall be governed by these General Terms and Conditions.

2.1.2. The payment of Services provided by IMAGETIME shall be governed by these General Terms and Conditions.

2.1.3. Should the Client require additional services from IMAGETIME, such additional services shall be governed by these General Terms and Conditions, unless the parties have agreed upon more specific terms and conditions.

2.1.4. Written statements shall prevail in case of discrepancies between oral statements and written statements from IMAGETIME.

#### **2.2. Change of Terms and Conditions**

2.2.1. IMAGETIME reserves the right to change these Terms and Conditions from time to time. The Client shall be notified of such changes at the address and contact information he provided at registration.

2.2.2. Changes shall come into effect 30 days after notification thereof to the Client.

2.2.3. The Client shall be entitled to terminate the agreement should he not agree with the changes to the General Terms and Conditions. The Client shall notify IMAGETIME by registered letter of the

termination of the agreement within 30 days after such changes were notified to the Client (for purposes of this clause, the calculation of 30 days shall commence the day after the day on which such changes were communicated to the Client).

2.2.4. Notwithstanding article 2.2.3, the Client shall not deviate from the General Terms and Conditions without prior and written consent from IMAGETIME.

### 2.3. Acceptation of General Terms and Conditions

The Client explicitly accepts and shall be bound by these Terms and Conditions by signing up and registering through any of the websites of IMAGETIME as set forth in article 1 and by requesting an account.

### **Article 3: Entry into effect of the agreement**

3.1. If the Client wishes to use Services provided by IMAGETIME, the Client should sign up and register through the website [www.imagetime.net](http://www.imagetime.net) or through any of the other websites managed by IMAGETIME, as mentioned in article 1.

3.2. The Client must provide valid and correct identity information, and in particular provide its correct VAT number, when signing up and opening an account.

3.3. The registration procedure shall be completed after acceptance by the Client of the General Terms and Conditions.

3.4. IMAGETIME reserves the right to verify the information provided by the Client in order to detect false registrations.

3.5. Subsequent to a successful registration as defined in articles 3.2 and 3.3 and the acceptance of the registration-request by IMAGETIME, the Client shall receive confirmation of the registration per e-mail. This will constitute a binding agreement between the Client and IMAGETIME.

### **Article 4: Term and termination of the agreement**

#### 4.1. Term

4.1.1. The term of the agreement is 12 months.

4.1.2. The agreement shall be tacitly renewed for a new period of 12 months at the end of its term, without prejudice to the provisions of article 4.2.

#### 4.2. Termination by giving notice

Both parties shall be entitled to terminate the agreement by giving prior written notice to the other party at least three (3) months before the end of the term of the agreement. Said notice should be sent per registered letter.

#### 4.3. Termination for a substantial reason

4.3.1. IMAGETIME reserves the right to terminate the agreement with immediate effect for a substantial reason, in case the Client does not comply with the provisions of the articles 3, 7 and 8.

4.3.2. Consequently, the Client's account shall be shut down.

4.3.3. In the event of a termination for a substantial reason, the Client shall not be entitled to any compensation or indemnity nor to any full or partial reimbursement of the fees paid for the current year.

#### **Article 5: Legal obligations of IMAGETIME**

5.1. IMAGETIME shall post the correct Client information, as provided by the Client, on its websites and on the Clients' account and shall use the correct Client information in its administration.

5.2. IMAGETIME strives to provide 24h access to the websites and to the Client account, without prejudice to the provisions of article 6 of these General Terms and Conditions.

5.3. IMAGETIME shall enable the Client to manage its portfolio through its registered account.

5.4. IMAGETIME shall be responsible for the hosting and the maintenance of the website [www.imagetime.net](http://www.imagetime.net) and the other websites managed by IMAGETIME.

#### **Article 6: Third Party Services**

6.1. IMAGETIME relies on third parties for the provision of its Services.

6.2. Notwithstanding article 5.2., the system can be off-line for a short or longer period of time.

IMAGETIME makes no warranty that its site or service will be uninterrupted, timely, secure or error free, or that the websites or the server is free of viruses or other harmful components. IMAGETIME disclaims liability for technical disruptions of any kind and shall not be liable for any compensation, indirect, incidental or consequential damages whatsoever.

6.3. On-line payments (in the event of a sale of pictures to the Clients' clients) on IMAGETIME's websites are redirected to and processed by the payment system Ogone. By accepting these General Terms and Conditions, the Client acknowledges and accepts this payment method for its sales and purchases on the internet.

#### **Article 7: Legal obligations of the Client**

##### 7.1. General

The Client shall use its account in a fashion that is expected from a normal, prudent and diligent internet user.

##### 7.2. Use of the Account

7.2.1. Only pictures taken by the Client and of which the Client has the intellectual property rights, shall be posted on the account.

7.2.2. The account may not be used to place pornographic or propaganda materials or materials that could infringe the public policy ("*openbare orde/l'ordre public*") and/or other provisions of law or could give rise to any civil or criminal liability under applicable law.

7.2.3. The Client shall determine in which categories on its account the pictures are posted.

7.2.4. The Client shall not use its account to post, sell or offer any pictures of third parties. For the purpose of this article other professional photographers are, amongst others, considered “third parties”.

7.2.5. Only one (1) account shall be attributed to each client. The Client shall not share its account with other individuals nor shall he allow any third party to use or share his account for the sale of pictures.

7.2.6. The Client shall determine the size of its account upon registration. The Client shall not post more pictures on its account than the maximum number of pictures allotted to this account. IMAGETIME shall immediately notify the Client in the event that the number of posted pictures on the account exceeds the maximum allowed number of pictures. If the Client has not removed the exceeding number of pictures within 14 days after such notification, IMAGETIME shall remove those items automatically.

7.3. Pursuant to article 4.3., IMAGETIME shall be entitled to immediately terminate the agreement for substantial reasons upon infringement by the Client of the aforementioned provisions.

#### **Article 8: Responsibilities of the Client**

8.1. The Client is solely responsible for the content of the submissions and materials on its account.

8.2. The Client shall be responsible to obtain the approval from its client prior to posting any pictures on the internet.

8.3. The Client shall mention the applicable sale prices and fees on its account.

8.4. The Client shall be responsible for the contacts and communications with its clients.

#### **Article 9: Management of the website and sub-sites by IMAGETIME**

9.1. IMAGETIME owns and holds the rights to the domain name and website [www.imagetime.net](http://www.imagetime.net) and to all relating sub-sites.

9.2. IMAGETIME shall notify the Client of any submissions that it, in its sole discretion, deems in violation of laws and regulations or of third party rights, and shall request immediate deletion of such submissions.

9.3. IMAGETIME reserves the right to delete those submissions that it, in its sole discretion, deems in violation of laws and regulations or of third party rights, in the event the Client does not comply with the notification mentioned in article 9.2.

9.4. IMAGETIME reserves the right to interrupt, suspend or restrict the use of the website and/or the account for a limited time without prior notification, for purposes of maintenance, updates or to make changes to the system. The Client shall not be entitled to any indemnity whatsoever. IMAGETIME shall inform the Client in the event the shut-down or interruption occurs for a longer time than expected.

9.5. IMAGETIME reserves the right to make changes to the log-in and registration procedure in order to ensure the security and integrity of the system. IMAGETIME shall inform the Client of such changes. The Client shall not be entitled to any indemnity whatsoever.

#### **Article 10: Privacy**

##### **10.1. Confidential processing**

10.1.1. IMAGETIME shall not use the Client's personal information for other than internal purposes.

10.1.2. Personal information is processed by IMAGETIME to enable IMAGETIME to contact the Client and to offer optimal services.

10.1.3. No personal information is generally shared with or available to third parties, unless disclosure of such information is required by law or by civil investigative demands of legal authorities or the police.

10.1.4. IMAGETIME may occasionally share personal information with third-party service providers and organizations that it partners with. IMAGETIME shall inform the Client and seek its consent prior to such disclosure.

## 10.2. Consent

10.2.1. By providing the information described in article 3.2., the Client expressly authorizes IMAGETIME to use its personal information for the purposes described in articles 10.1.1. and 10.1.2.

10.2.2. IMAGETIME shall seek the Client's consent to use its personal information for other purposes than described above.

## **Article 11: Fees and pricing**

### 11.1. General

11.1.1. Annual subscription fees shall become due at the moment the agreement becomes effective as defined in article 3.5 of these General Terms and Conditions.

11.1.2. The account is provided on a yearly basis. Annual subscription fees are calculated and due on a yearly basis.

11.1.3. Fees for additional services and projects provided by IMAGETIME shall be invoiced separately.

11.1.4. All fees and prices mentioned on the websites are exclusive of VAT, unless mentioned otherwise.

### 11.2. Fee changes

11.2.1. IMAGETIME reserves the right to increase the annual subscription fee one (1) time per year in order to reflect respective price increases related to the service.

11.2.2. IMAGETIME shall inform the Client of such increases.

11.2.3. The updated annual subscription fee shall be effective as of the following year. IMAGETIME shall invoice the annual subscription fee relating to the following year at the latest 14 days before the end of the current year, as set forth in article 12.3.

## **Article 12: Payment**

12.1. Annual fees are payable on a yearly basis and shall become due at the moment the agreement becomes effective as defined in article 3.5. of these General Terms and Conditions

12.2. The annual fees for the first year shall be automatically invoiced after successful registration by the Client as defined in article 3.5 of these General Terms and Conditions.

12.3. In case of renewal of the annual subscription, IMAGETIME shall invoice the annual subscription fee relating to the following year at the latest 14 days before the end of the current year.

12.4. Invoices are payable and due within 30 days from the invoice date.

12.5. Outstanding amounts that remain unpaid on the due date of the invoice shall, ipso jure and without prior notice, bear interest calculated at 1.5 times the legal rate. These interests and arrears shall be payable at the first request of IMAGETIME.

### **Article 13: Ownership and Intellectual Property Rights**

13.1. IMAGETIME owns and holds the rights to the domain name and website [www.imagetime.net](http://www.imagetime.net) and the other websites mentioned in article 1 of these General Terms and Conditions as well as to the sub-sites and the infrastructure pertaining thereto.

13.2. IMAGETIME owns and holds the right to the source code and the (graphic) source components that are used for the maintenance of the website [www.imagetime.net](http://www.imagetime.net) and of all the accounts relating thereto.

13.3. Laure Gilman owns the copyrights and intellectual property rights to all logos of IMAGETIME.

### **Article 14: complaints and disputes**

14.1. Complaints shall be submitted to IMAGETIME in writing and sent per registered mail.

14.2. IMAGETIME shall inform the Client in writing (per registered mail and per e-mail) of the processing of the complaint.

14.3. Parties agree to initially try to resolve disputes amicably.

**Article 15: Applicable Law**

The provisions and the execution of the agreement between the Client and IMAGETIME and of the General Terms and Conditions are governed by Belgian law.

**Article 16: Competent Court**

The courts of Ghent shall have sole jurisdiction for any claims or disputes arising of, or relating to the execution or interpretation of any agreement between the Client and IMAGETIME.