



TERMS OF USE FOR THE UTOPIX.COM WEBSITE

Art. 1. Purpose

Without prejudice to the legal and regulatory provisions in force, these conditions of use shall, from 1 October 2017, govern the relations between Utopix Pictures SA, a public limited company in Belgian law, with registered office at Avenue des Rossignols 5 La Hulpe, Belgium, listed on the Central Enterprise Databank under the number BE 0679.670.783 in the register of legal persons

within the jurisdiction of the District Court of Walloon Brabant, and any natural person or legal person, including their representatives, who browse the website managed and administered by Utopix Pictures SA or on its behalf by a third party subcontractor, with whom it is bound by a contract concluded for this purpose.

Art. 2. DEFINITIONS

For the purposes of these Terms of Use:

- "Utopix Pictures": Utopix Pictures SA;
- "Website": the Website available at the following address: "utopix.com", which is managed and administered by Utopix Pictures on its behalf by a third party contractor.
- "User": any User, either a natural person or a representative of a legal person, who visits the Website or its content, who downloads files, uses them, is registered in any form available on the Website, becomes a member, subscribes or contracts with Utopix Pictures.
- "Party (or Parties)": Utopix Pictures SA and the User, referred to individually or collectively.

Art. 3. GENERAL INFORMATION

By browsing the Website, downloading files or documents, consulting them and/or using them in any way, registering using a form available on the Website, becoming a member, subscribing to or contracting with Utopix Pictures, the User formally, without any conditions and without any reservations, gives its consent to these terms of use.

These terms of use apply to any information, order, subscription, and contract between the Parties. They exclude and substitute for any other terms of use.

Utopix Pictures reserves the right to modify these Terms of Use at any time without prior notice. Such changes shall apply immediately to any use of the Website.

Additional rules and guidelines issued by Utopix Pictures or resulting from existing norms shall be deemed to be an integral part of these Terms of Use. Utopix Pictures advises the User to refer regularly to the latest version of these terms of use, available at utopix.com.

Art. 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

In accordance with these terms of use, the User is the holder of a personal right

to consult the Website and its contents. As such, he/she is entitled to a license to use the Website, which is non-transferable, non-transferable and limited solely to the individual use of the data contained therein. The duration of the license is limited to the duration of the User's access to the Website.

The Website can be accessed via connected devices (personal computer, tablet, smartphones...) on which a suitable internet browser is installed. However, Utopix Pictures does not guarantee

compatibility of the Website with these devices. It accepts no responsibility in the event that the User cannot access and/or use all or part of this Website, for whatever reason.

For the purposes of access to the Website, the User is expressly prohibited, in any way and

regardless of the technical means used, to undertake the following activities:

- attempt to obtain access to one or more parts of the Website, which Utopix Pictures has not published online;
- take any action which, at a given time, could compromise the proper functioning of the Website in any way;
- use any system, such as robots and other mechanisms, designed to create attacks or generate messages to influence questions and queries, answers and deliveries, or any interaction with another User of the Website;
- post, upload, email or send in any other manner any content that is illegal, harmful, threatening, harassing, abusive, defamatory, vulgar, obscene, threatening the privacy of others, hateful, racist, or otherwise inappropriate;
- view, display, upload, send or transmit, or any violent content that is in breach of applicable law;
- attempt to mislead other Users by usurping the name or corporate name of other persons or entities;

- upload, display, send, transmit by e-mail or any other method, any item protected by a patent, registered trademark, manufacturing secret, intellectual property right or any other third party proprietary right;
- upload, display, email or otherwise transmit any content containing computer viruses or any other code, folder or program designed to interrupt, destroy, obstruct, disrupt, or limit the functionality of any software or hardware, computer, server, network or telecommunication system;
- commit any action having a disruptive effect which impedes the ability of other Users to access the Website;
- refuse to comply with the requirements, procedures, general rules or provisions applicable to networks connected to the Website;
- harass in any way one or more other Users of the Website;
- collect and store personal data related to other Users.

The User undertakes to take all reasonable and necessary precautions to prevent his equipment, files or data from being affected by configuration errors, viruses, trojan horses, or any other malicious software of any kind.

For access to or use of certain parts of the Website, it is possible that the User may need to register or become a member. In this case, the User is obliged to provide accurate, up-to-date and complete data and to ensure that it is regularly updated. Otherwise, the Company may suspend or terminate the User's account, or deny him access to all or part of the Website or its content.

The User must keep his login and password secret. He/she is not allowed to share these credentials with third parties. He/she remains solely responsible for their confidentiality and for any use that may occur without his/her knowledge. In case of doubt as to the confidentiality of this login and/or password, the User is obliged to modify them immediately, notify Utopix Pictures by telephone as soon as possible and confirm this telephone call in writing within 24 hours (twenty-four hours).

The User accepts that the functionalities offered by Utopix Pictures through its Website may evolve, be deleted and/or added, without the User being able to consider that access to a particular functionality constitutes an acquired right. Utopix Pictures is the sole authority to decide whether to include or remove any content on its Website.

Utopix Pictures reserves the right, at any time and for any reason whatsoever, to modify or temporarily or permanently discontinue all or part of access to the Website

and without having to inform Users in advance, in particular in the event of maintenance of the Website or substantial modification of the content and/or functionalities available, or in the event of a violation by the User of these Terms of Use or any other provisions in force.

All commercial use of the Website is prohibited. The definition of "commercial use" by Utopix Pictures includes, but is not limited to, any sale or rental of the functionality of the Website, recordings of all or part of the content available on the Website, or any use of the Website and its components with the sole purpose of generating revenue.

In addition, it is prohibited, including granting permission to a third party, to:

- Modify, reproduce, copy, borrow, distribute all or part of the Website or its content;
- Create derivative works based in whole or in part on the elements present on the Website;
- reverse the design or assembly or in any other way attempt to find the source code

All or part of the Website;

- create a hyperlink to or from the Website without the prior express consent of

Utopix Pictures;

- sub-licence or transfer in any way any rights relating to the Website and/or its content, including the rights relating to the software used to create the Website.

Art.5. INTELLECTUAL AND INDUSTRIAL PROPERTY

The concept, content, appearance, structure, source codes, programming, images, photos, information, information elements, logos, designs, trademarks, models, slogans, software, animations, audiovisual works, texts, data, databases, music and all other elements of the Website and, in general, the content and structure of the Website, belong, are and remain the exclusive property of Utopix Pictures, and are protected by intellectual and/or industrial property rights.

By browsing or consulting the Website, registering, becoming a member, downloading the files, or using the content of the Website in any way, the User shall not in any way become the owner of any of these rights or similar rights.

Utopix Pictures guarantees that the elements present on the Website and made available to the User by the Company alone respect the rights of third parties, and in general are not unlawful.

The storage of any information and/or elements of the Website in a database is not permitted, except for the automatic capture of information by the browser, such as the recording of the browsing history.

By loading data, texts, images and/or any other online material, the User shall grant Utopix Pictures free permission to reproduce, communicate and/or otherwise use such material, both on the Website and in one or more publications, messages or other forms of communication carried out by the Company or on its behalf and/or on behalf of a third party contractor.

Art.6. RESPONSIBILITIES

Utopix Pictures shall ensure that the data and documents on the Website are complete, accurate and up-to-date. Mistakes and/or gaps and/or outdated data can never be excluded and therefore Utopix Pictures does not provide any guarantee in this regard.

Utopix Pictures shall not be held liable for direct and direct harm resulting from

the User's browsing on its Website, related Websites, and/or content made available by Utopix Pictures to it, except in the event of malicious intent or gross misconduct on its part.

Utopix Pictures makes every effort to keep its Website accessible, at any time, to a normal number of Users. However, Utopix Pictures shall not be held liable for any direct or indirect damages caused by any modification, suspension or interruption of access to its Website, for any reason whatsoever, in particular because of the excessive number of Users connected at the same time.

Consultation and use of the Website, as well as the downloading of files of any kind and with any technical means whatsoever, of the Website and its content, shall always be under the responsibility of the User, including vis-à-vis third parties.

Each User is responsible for his/her registration and/or affiliation, as well as any abuse or damage that may result from it. The Company shall not be held responsible for any improper use of the registration or affiliation, login and/or password.

The Company is not responsible for contacts and relations between Users of the Website. The User is solely responsible to any person, in particular persons whose image and/or other data is disseminated in any way, for any content he/she publishes either directly on the Website or through the Website.

The Website may contain links to other Websites over which the Company has no control either in terms of technical matters or content. The User remains solely responsible for his/her decision to activate these links. The Company does not guarantee the accuracy and completeness of the content, the access and availability of these other Websites, the external links to which they refer, or the consequences which may result from the consultation and/or use in any way of these Websites.

If the User posts a message, of any kind, or any other form of information, data and/or opinion on the Website, the User may import only information (images, photos) which does not conflict with third party rights (copyright, image rights, ...), with standards and morals, or with any legal or regulatory provision. It guarantees Utopix Pictures against any complaint or action brought by third parties on the basis of the content it has placed on the Website.

The User is also required to guarantee Utopix Pictures against any claim in the following cases:

- loss of opportunity or income of any kind due to the operation or non-operation, or the use or absence of use of the Website, or the content contained therein or intended to be contained therein;
- illegal or unauthorized intrusion by any third party into the Internet server or the Website;
- introduction of a computer virus on the Internet server or on the Website;
- temporary bandwidth congestion
- interruption of the connection service for a reason beyond the control of the Company.

The User recognizes and accepts:

- restrictions and risks associated with the use of the Internet or any other means by which the Website is or will be made available;
- risks of electronic or digital storage and transmission of information;
- the fact that the Company cannot be held liable for any damage caused by the use of the Website (as well as all or part of its content) or the Internet, as a result of the above risks;
- the fact that the electronic communications exchanged, as well as their recordings in the systems and backups carried out by Utopix Pictures or on its behalf by third parties, may serve as evidence.

While Utopix Pictures does its best to prevent them, configuration errors, viruses, trojan horses and spyware cannot be completely excluded. The User shall therefore ensure the he/she installs firewalls, anti-viruses and other protective software, in order to prevent possible intrusion and damage to his/her connected devices, and to be more careful in communicating his/her data to third parties.

Utopix Pictures cannot in any way be held responsible for any damage resulting from messages from third parties, or any incomplete, inaccurate or misleading errors or information in their content. All texts, data, photos, videos, messages or other material placed in these messages are the sole responsibility of the third party concerned.

Advertisements on the Website are always from third parties. The Company may not be held responsible for the legality, accuracy, offer, content, proper functioning and/or quality of the goods and/or services offered in connection with these advertising messages.

Art. 7. FORCE MAJEURE

Neither Party shall accept contractual or extra-contractual liability for failure to comply with, or for failure to perform or for delay in the performance of its obligations in the event of an accident or instance of force majeure.

Without being exhaustive, the following events are considered, inter alia, as accidental or force majeure:

- the loss, theft or total or partial destruction of the equipment, software, files or data of a party, which is not attributable to it and for which it is not proven to have failed to take reasonable measures to prevent such events;
- the cessation or suspension of the supply of energy, such as electricity, or the failure of electronic means of communication, such as the telephone line, cable or optical fibre;
- Internet network or file or data storage system failure
- the loss of connectivity to the Internet or transmission network on which Utopix Pictures depends;
- an action or a decision of a third party, whatever the reason and/or the circumstances, where that decision affects the proper performance of the service;
- any other cause beyond the reasonable control of the Parties.

Art.8. APPLICABLE LAW, LANGUAGE AND JURISDICTION

The contract, consisting of these Terms of Use, shall be governed by, executed and interpreted in accordance with Belgian law, with the exception of any provision of foreign law.

The original version of these Terms of Use is in French. Unless the parties agree otherwise, any contradiction between the translation into any other language and the original version will be settled in favour of the original version.

Without prejudice to the provisions relating to the complaint, complaint or grievance against a party by the other party, any dispute which cannot be settled amicably within a period not exceeding one month from the date of its occurrence, this period being extendable by mutual agreement, may be brought by the most diligent party before the courts within the jurisdiction of the District Court of Walloon Brabant, acting in the French language, which shall have exclusive jurisdiction.

The User of the Website accepts irrevocably that a version printed on this site of these Terms of Use, and any annexed statement, issued in electronic format, will be accepted in any legal proceeding or administrative challenge. Utopix