

General terms for declaration of use of press contents

Article 1: Scope

1. The following general terms were drawn up by mutual agreement by the three copyright management companies Copiepresse, License2Publish and Reproress and apply to all three. Please read them carefully. By filling in the declaration, you acknowledge the following general terms and you commit to respecting them.

2. The declaration applies to all the articles from the repertoire of Copiepresse, License2Publish or Reproress that are used in any way, in particular to those which are kept on a digital medium and/or to those which are electronically spread (e-mail, intranet, extranet, internet,...) within the company/institution/organisation or to third-parties.

Article 2: Starting point of the convention

1. The declaration of use must be filled in by the deadline mentioned in the mail that you have received at that end.

2. This declaration of use binds your company/institution/organisation from the moment it is passed on to us. By filling in the declaration, you are giving your full and unconditional consent to its content and to our general terms in a way that you will not be able to contest them later on.

3. On basis of the declared volumes, an invoice concerning the copyright owed for secondary use of press contents made by your company/institution/organisation will be drawn up.

Article 3: Confidentiality

1. When filling in the declaration, you agree that our copyright management companies (Copiepresse, License2Publish, Reproress) process your data for the drawing up and the performance of the license only when necessary. You have a right of access to your data and a right to rectify them if they are not correct. All you have to do is to contact Copiepresse, License2Publish or Reproress in writing. Your data will be exclusively gathered and shared between the three copyright management companies and with our bound contractual agents such as Belga (Gopress).

2. The person responsible for your company/institution/organisation and the contact person stated in the form agree that Copiepresse, License2Publish or Reproress may contact them through the email address or the phone number shared in the form if need be for complementary information in order to draw up the documents related to the declaration. The copyright management companies guarantee that the persons of contact will only be contacted within the framework of the performance of this declaration and of the resulting obligations. These personal data will not be processed or commercially used during or after the performance of the contract.

3. The copyright management companies will process all personal data in accordance with the law and applicable regulations (including but not exclusively the Belgian Data protection law).

Article 4: Penalties

1. If the declaration is not filled in within the time limit allowed, we reserve the right to take further measures in order to put an end to the infringement of our mandator's rights, as we do with any other offender.
2. Besides, this solemn declaration may also be reviewed to check its authenticity. Each incomplete or false declaration will be treated as a violation of the copyright law and will result in the appropriate prosecution. The legal basis for this is article XI. 263 §3 of Economic law code¹.

Article 5: Applicable law and competent jurisdiction

1. Belgian law is always applicable, except when international treaties provide otherwise.
2. If one or more clauses of these general terms should be declared void, their invalidity may not affect the validity of the other clauses.
3. Each dispute regarding the validity, the interpretation or the performance of these clauses will exclusively be settled under the jurisdiction of the courts of Brussels.

¹Article XI 263§3 : *“la preuve d’une représentation, d’une exécution, d’une reproduction ou d’une exploitation quelconque, ainsi que celle de toute déclaration inexacte concernant les œuvres représentées, exécutées ou reproduites pourra résulter des constatations d’un huissier de justice ou jusqu’à preuve du contraire de ce celles d’un agent désigné par des sociétés de gestion, agréé par le ministre et assermenté conformément à l’article 572 du Code judiciaire”*. – *“het bewijs van een opvoering, uitvoering, reproductie of enige andere exploitatie, alsook het bewijs van een onjuiste verklaring over de opgevoerde, uitgevoerde of gereproduceerde werken of over de inkomsten niet alleen door de processen-verbaal van de officieren of de agenten van de gerechtelijke politie kan worden geleverd, maar ook door de vaststellingen van een gerechtsdeurwaarder of tot het tegendeel bewezen is van een door beheersvennootschappen aangewezen persoon die erkend is door de minister en beëdigd is overeenkomstig artikel 572 van het Gerechtelijk Wetboek”*.