



TERMS AND CONDITIONS OF USE OF THE WEBSITE

Updated on November 18, 2025

Article 1 - Definition

« Terms and Conditions of Use » or « T&C's »: means these terms and conditions governing the use of the Website.
“Pathé Live Professional Space” or “Account”: means the interface hosted on the Site where all data provided by the Professional is gathered.
“Professional”: means the user holding a Pathé Live Professional Space. The Professional may only be a cinema operator, a journalist, or a teacher.
“Site”: means the website pathelive.com.
“Visitor”: means the user who connects to the Site and/or wishes to access the list of available screenings and content on the Site.

Article 2 – Purpose of the Website

The Website is:

- (i) intended for Visitors and lists the events offered by Pathé Live. Visitors can book screenings by being redirected to other websites for the booking process. The Website does not manage the booking of screenings offered by Pathé Live.
- (ii) intended for Professionals who wish to create a Pathé Live Professional Space. This space allows them to create and use an account to download promotional materials for events offered by Pathé Live, or educational resources related to events offered by Pathé Live.

Article 3 – Scope and Modification of the Terms and Conditions of Use

2.1 Scope

The T&Cs govern the use of the Website and any related services.

2.2 Modification

Pathé Live advises all Visitors, to regularly consult the T&Cs. The applicable version is the one in force at the time of visiting the Website and/or using its content and services.

Pathé Live reserves the right to modify these T&Cs at any time, particularly to comply with legal developments.

Article 4 – Intellectual Property

4.1 Website

The Website and each of its components (audiovisual, textual, sound, graphic, and photographic elements, etc.), including software, databases, newsletters, animations, games, etc. (hereinafter referred to as the “Content”), are the exclusive property of Pathé Live. The reproduction, downloading, display, adaptation, modification, transmission, or distribution of all or part of the Content is prohibited, except for the sole purpose of information for personal and private use. The inclusion of the Website's Content in a third-party website or mobile application without prior authorization from Pathé Live is prohibited.

4.2 Trademarks

All trademarks or logos appearing on the Website are subject to intellectual property rights held by Pathé Live, a company within its group, or a third party associated with it. Any use, in any manner whatsoever, of these trademarks and/or logos is prohibited. Pathé Live or any company holding intellectual property rights reserves the right to claim damages in the event of infringement of its rights.

4.3 Hyperlinks

The Website may contain links to third-party websites. These links are provided solely for the convenience of the



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Visitor. Pathé Live has no control over these sites and cannot be held responsible for external sources, their content, advertisements, products, services, or any other information or data available on or from these sites or external sources to which the hyperlinks on the Website refer.

Any creation of a link to the Website for commercial or promotional purposes requires prior written authorization from Pathé Live.

Pathé Live reserves the right to request the removal of any hyperlink pointing to the Website at any time, without justification or prior notice.

4.3 Objection to Text and Data Mining by Generative Artificial Intelligence

The structure of this Website, as well as all audiovisual works and content available on it, including all their components (text, graphics, signs, signals, sounds, images, etc.), are protected by intellectual property laws and may not be used without the prior written authorization of Pathé Live.

As necessary, Pathé Live hereby objects to any digital copying or reproduction of these audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) for the purpose of text and data mining by a generative artificial intelligence (GAI) system, as defined in Articles L. 122-5-3, III and L. 211-3, 8° of the French Intellectual Property Code (IPC), implementing Directive (EU) 2019/790 of April 17, 2019 on copyright and related rights in the Digital Single Market.

Article R. 122-28 of the IPC specifies that such objection "does not need to be justified and may be expressed by any means. In the case of content made available to the public online, this objection may notably be expressed through machine-readable means, including metadata, and by using the terms and conditions of a website or service."

It is reminded that, in the course of its activities, Pathé Live may authorize its contracting parties and/or press organizations to use the audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) available on the Website, strictly to the extent necessary for the authorized exploitation or for informational purposes. However, such authorizations do not permit these parties to make digital copies or reproductions of the works and/or content and/or their components for the purpose of text and data mining, nor to authorize any third party to do so, including a GAI system.

Consequently, any text and data mining operations by a GAI system using the audiovisual works, content, and/or any of their components protected by copyright (text, graphics, signs, signals, sounds, images, etc.) made available to the public online on the Website or by third parties—whether in full or in part, freely accessible or paid—constitute acts of infringement and are subject to the penalties provided for in Articles L. 331-1 et seq. of the IPC, unless prior written authorization has been obtained from Pathé Live (or, where applicable, from the collective management organization to which Pathé Live has expressly granted a mandate for this purpose).

To facilitate machine-readable recognition of this objection by automated data collection systems, it is also expressed as follows:

<TDM-RESERVATION: 1> or TDM: NO

Article 5 - Visitor Conduct

Each Visitor must use the Website responsibly, with respect and courtesy toward the rights of other internet users, and shall refrain from:

- Making statements, behaving, or publishing content that is illegal, harmful, threatening, abusive, harassing, criminal, defamatory, vulgar, obscene, offensive to public decency, invasive of a person's privacy (including their image rights), hateful, disparaging, or offensive on racial, ethnic, or other grounds;
- Using the Website to post, email, or otherwise transmit unsolicited or unauthorized advertising or promotional materials, or any content containing software viruses or other malicious code, files, or programs;
- Disrupting or interfering with other Visitors' peaceful access to and use of the Website;
- Accessing confidential data or private servers of Pathé Live;
- Attempting to probe, scan, or test the vulnerability of any system or network, or to breach security or authentication measures without authorization and outside the framework defined by Pathé Live's Coordinated Vulnerability Disclosure Policy available on the Website;
- Impersonating another person;
- Engaging in any illegal activity.

In the event of non-compliance with these obligations or prohibitions, Pathé Live reserves the right to take the following measures, without prior notice or compensation:

- Temporarily or permanently suspend access to the Website;
- Delete the Account, if applicable;
- Report the matter to the competent authorities in case of an offense; and/or
- Initiate legal proceedings for any damage suffered by Pathé Live or third parties.



Article 6 – Pathé Live Professional Space

The Professional may need a Pathé Live Professional Space to use certain services of the Website.

Article 7 - Liability

Pathé Live will make every effort to always ensure the proper and secure operation of the Website. Under no circumstances shall Pathé Live be held liable for any direct or indirect damage that any Visitor may suffer as a result of consulting or using the Website, regardless of the causes, origins, nature, or consequences, and in particular in the event of interruption or inaccessibility of the Website, as well as any damage resulting from the presence of any malicious computer code, including but not limited to computer viruses, or fraudulent acts by third parties (such as intrusion) originating from the Website.

The unavailability of the Website shall not give rise to any compensation.

Furthermore, Pathé Live shall not be held liable in the event of use contrary to the Terms and Conditions of Use and the related services.

Article 8 – Personal Data and Cookies

Pathé Live may collect personal data concerning the Visitor, particularly when the Visitor browses the Website, subscribes to the newsletter, and concerning the Professional when they create their Pathé Live Professional Space, authenticate themselves, or send a request to one of the addresses mentioned on the Website.

Pathé Live undertakes to comply with the applicable regulations on the protection of the Visitor's personal data, particularly the European General Data Protection Regulation (GDPR) 2016/679 of April 27, 2016, and the French Data Protection Act ("Loi Informatique et Libertés").

The Visitor has the right to access, rectify, port, erase, and restrict the processing of their data, which they may exercise by sending a request to Pathé Live by post at the following address:

DPO Pathé Live, 1 rue Meyerbeer, 75009 Paris (France).

Pathé Live's Data Protection Officer can be contacted for any request at the following email address: dpo@pathe.fr.

If the Visitor believes that Pathé Live has not processed their personal data in accordance with data protection regulations, the Visitor may lodge a complaint with the CNIL: <https://www.cnil.fr/fr/plaintes>.

For more information on the processing of personal data, the Visitor is invited to consult the "Data Protection Policy" available on the Website.

Article 9 – No Waiver

The fact that Pathé Live does not invoke a breach by a user of any of the obligations set out in these T&Cs shall not be interpreted in the future as a waiver of the obligation in question.

Article 10 - Governing Law and Jurisdiction

These Terms and Conditions of Use are governed by French law, and any dispute arising from or in connection with them shall be submitted to the competent French courts.

Any dispute that may arise in connection with their performance, non-performance, or interpretation shall first be subject to an attempt to reach an amicable settlement.

Failing such an agreement, the Visitor may either:

- Firstly, and in accordance with Article L.612-1 of the French Consumer Code, seek recourse through a consumer mediator, such as the one designated by ANM CONSO, by:
 - o (i) Submitting the form on the ANM website: www.anm-conso.com
 - o (ii) Sending their request by regular or registered mail to the following address: ANM CONSO, 2 rue de Colmar, 94300 Vincennes, France.

Whatever method is used to contact ANM, the request must include the following elements to be processed promptly: your full contact details (postal address, email, and phone number), the full name and address of Pathé Live, a brief description of the facts, and proof of prior attempts to resolve the issue with our Customer Service.



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- Secondly, and in accordance with Article R.631-3 of the French Consumer Code, bring the matter before one of the territorially competent courts under the French Code of Civil Procedure.