

TERMS AND CONDITIONS OF USE FOR THE SITE "DO NOT TRACK"
Valid as of March 9, 2015

GENERAL CONDITIONS

The company, UPIAN, 211 rue Saint Maur, 75011 Paris, France (hereinafter "Upian") offers as executive producer in association with ARTE France, BR and the NFB, a multimedia program available on the Internet at URL www.donottrack-doc.com/ composed of a series of interactive and participatory documentaries produced by Brett GAYLOR (hereinafter the "Site").

UPIAN is the publisher of this Site.

The Site is designed, in particular, to explore the "tracking" universe, i.e. the collection of personal data and targeting of Internet users, and allows Internet users to discover, through participatory experiences the ways in which their personal data is used.

The present document is intended to define the Terms and Conditions applicable to the Site and participating Internet users.

Anyone wishing to participate in the experiment declares having previously read and expressly agreed to these Terms and Conditions (hereafter "TC").

UPIAN can modify these Terms and Conditions from time to time without notifying Internet users in advance. The latest version available on the Site should be regularly consulted. These modifications are deemed accepted without reservation by any Internet user accessing the Site after posting the aforesaid.

ARTICLE 1: PREREQUISITES

By accepting these TC, the Internet user declares that he/she is at least 18 years old, or of legal capacity (not under tutorship or curatorship) or the holder of parental authorization. In the event that the Internet user is a minor, he/she declares and acknowledges having received the authorization from his/her parents or from the holder of his/her parental authority to intervene on the Site. Consequently, the parent(s) or the holder of the parental authority agree(s) to be guarantor(s) for compliance regarding all requirements of these TC by the minor Internet user.

ARTICLE 2: TERMS OF PARTICIPATION ON THE SITE

2.1 To participate in the experience offered on the Site, and, in particular, to:

- keep the Internet user informed about the broadcasting of the Site's various episodes
- invite the Internet user to follow the Site's news
- propose a personalized experience

All or part of the following data of the Internet user will be collected by UPIAN during the different phases making up the Site:

- email address
- log on language
- reading or not of each episode offered on the Site
- user agent: type, family, name, version, company, OS family, OS name, OS company, device type, date and history
- geolocation data, IP address: IP, country code, country name, regional code, regional name, city, zip code, latitude, longitude, organization, date and history
- referrer: URL and history;
- news website: URL
- LOL website: URL
- Suggested price to use Facebook without advertising
- Suggested price to use Google without advertising
- Gender
- Name
- Five Facebook likes
- Main area of interest on Facebook
- Personality assessment based on Facebook data analyse (Agreeableness, Conscientiousness, Extraversion, Openness to experience and Neuroticism).
- One location data point : place of residence/place of work/place of study/place of residence of a friend/ presence on a public space
- Number of apps installed on the phone
- Answer to the question: "Among the following people, who would you let access your phone for 10 minutes?"
- Answer to the question: "If you lost your phone, how would you feel?"
- Answer to the question: "Do you know how to disable the geolocation feature of your smartphone?"
- Answer to the question: "What you would be willing to give to get full time free wifi access ?"
- Answer to the question: "Do you have nude pictures of yourself or someone else stored on your phone right now?"
- Answer to the question: "Do you have anything to hide?"
- Answer to the question : "How would you want to be identified??"
- The profile regarding episode 5
- Number of clics did in episode 5.
- Number of second past on episode 5.
- Number of pixels browsed on episode 5.
- Number of correlations made on episode 5.
- Answer to the question: "Did watching Do Not Track affect your online behaviour? »
- Answer to the question: "Do you think a majority of people would agree to use their smartphone as a mean of payment, proof of identity, way of voting".
- Answer to the question: "If your government proposed a bill to monitor the content of every smartphone in order to fight terrorism, do you think it would pass ?"
- Answer to the question: "Do you believe most people would agree to give over data about their life for the following benefits : level alcohol consumption for 50% iff life insurance , real time driving speed, for 30% off car insurance, cholesterol levels, for 25% off on health insurance".
- Answer to the question: ""If there was a simple and affordable tool to monitor people you know online, would you track your partner, your children, your employees/your boss".

- Answer to the question: “ How would you prefer to pay for your search engines and web apps? Your data, your data with some of the profit, payment by click (and your data are confidential) payment by month (your data are private) ”
- The future obtained after answering the questions of episode 7.

2.2. Management of Internet User Data

Aside from the provisions of Article 7 hereunder, the Internet user has the right to delete, at any time, all or part of his/her personal data collected during the experience by visiting the “YOUR DATA” heading of the Site.

ARTICLE 3: TERMS AND OBLIGATIONS BORNE BY THE INTERNET USERS FILING A COMMENT

The use of the Comments system within the participative section of the Site is free, anonymous and subject to prior and compulsory registration of the Internet user via his/her email address.

Provided that:

- Only the prefix of the email address, the handle/email address and/or Internet user's handle will appear on the Site and will allow to identify him/her as the author of the comment posted on the Site;
- The Internet user agrees to provide reliable contact information to contact him/her if needed;
- In the event that the Internet user provides false, inaccurate, misleading or of a misleading nature information, UPIAN reserves the right to suspend or deny access to the Site, without delay, to the Internet user on a temporary or permanent basis.

The Internet user is solely responsible for the comments he/she posts on the participative section of the Site. As such, he/she specifically agrees not to:

- Violate, intentionally or not, any applicable law, whether at the local, regional, national or international level including:
 - a. any provision relating to privacy, intellectual property (including copyright, patents, trademarks), law of the press (including racial hate mongering, call to violence, revisionism or negationism, xenophobia, homophobia), as well as image rights;
 - b. computer fraud legislation;
 - c. public policy rules and morality, including regulations relating to pornographic and pedophile content;
 - d. the legislation applicable to minors.
- Substitute for a person, organization or any third party;
- Demonstrate aggressiveness or excessive violence in tone;
- Spread deliberately false information with the purpose to harm others or not;
- Send or submit any content that he/she does not have the right to transfer, including content subject to confidentiality clauses;
- Send or post comments that might contain viruses;
- Harass anyone and in any manner whatsoever, particularly by the repetition of identical or very similar messages;

- Promote or provide information about illegal or violent activities or inciting violence against individuals or groups of people;
- Offer for sale any object, good or service that violates any law or for which the contributing Internet user does not possess all rights that allow him/her to offer or to sell it;
- Publicize any brand whatsoever;
- Post insults or personal attacks on other Internet users posting messages or chatting simultaneously on the Site or of any other person, in particular relating to the nationality, ethnic origin, religion, gender, political opinions, philosophy, union membership or any other difference;
- Collect and store personal data pertaining to other Internet users;
- Use the handle in such a way as to dissimulate the origin of a message placed online on the Site;
- Behave in such a way as to harm the image and/or the reputation of UPIAN or of its partners;
- Not to promote, in his/her comments, Internet sites contravening these TC, and particularly not to insert hypertext links to sites contravening these TC in his/her comments. The Internet user recognizes and accepts that UPIAN and/or its partners cannot be held responsible, directly or indirectly, for the inaccessibility of sites to which hypertext links point on the participative section, and for the content of the said sites.

ARTICLE 4: MODERATING

The comments posted on the Site are moderated a posteriori with regard to the TC. The moderators of the Site reserve the right, without notifying the Internet user in advance, to delete all or part of any contributions that contravene these TC, or that might be against the law, and to exclude from the Site, temporarily or permanently, any Internet users who flagrantly or repetitively, and systematically violate them.

The decisions of the moderators cannot be challenged. By posting a comment on the Site, you agree to respect their authority at the same time as these provisions.

ARTICLE 5: INTELLECTUAL PROPERTY

All components of the Site (general structure, software, videoplayer, texts, images animated or not, sounds, know-how, etc.) as well as distinctive signs (logos, brands, etc.) are the property of UPIAN and/or its partners and are protected by copyright and intellectual property law, in the whole world.

As such and in accordance with the *Code de la propriété intellectuelle*:

- any total or partial reproduction of the Site is strictly prohibited, except in the cases where it's expressly defined by these TC.
- the Internet user agrees not to modify, copy, republish, transmit, sell or distribute in any manner whatsoever, the said Site or any of its components.

No license or no other right than the right of consulting the Site shall be granted to anyone with regard to intellectual property rights. The reproduction of materials of the Site is solely authorized for information purposes and strictly for personal and private use.

ARTICLE 6: LIABILITIES AND GUARANTEES

The Internet user guarantees to UPIAN that he/she has the required rights to publish and/or share comments that are posted on the participative section of the Site. Rights means the rights covered by the *Code de la propriété intellectuelle* such as copyrights, and reproduction, distribution and trademark rights on any existing medium.

UPIAN reserves its right at its sole discretion to retain online or to delete all or part of the contents of the participative section at any time without having to inform the particular Internet user beforehand, and without incurring any liability.

The Internet user explicitly acknowledges and agrees that any comment that he/she posts on the participative section of the Site is made under his/her sole responsibility and he/she undertakes to hold UPIAN and/or its partners safe and harmless from any claim that may be made against them in this regard.

The Internet user is responsible for the validity of hypertext links inserted in his/her comments as well as for the contents and products on the sites to which these links lead to, which shall be in compliance with these TC.

UPIAN may not be held responsible for deleting or modifying the comments posted on the participative section of the Site.

It is expressly understood that UPIAN and/or its partners may in no way be held responsible for any damage whatsoever suffered by Internet users and/or any third party due to:

- the unavailability or malfunction of the Site for whatever reason;
- the occasional loss of data;
- consequences resulting from any viruses;
- a *force majeure* event as defined by the jurisprudence of the *Cour de Cassation*.

ARTICLE 7: PERSONAL DATA

7.1. The Site www.donottrack-doc.com/ has been declared by UPIAN, the Site's publisher, to CNIL (*Commission Nationale de l'Informatique et des Libertés*) under file number 1833751 v 0. on February 6, 2015.

7.2. The data defined in Article 2.1 above collected from the Internet user shall be subject to computerized electronic data processing particularly in order to allow him/her to take part in the experience offered on the Site, or also for him/her to be contacted, to allow him/her to post a comment and/or a contribution or to comply with the legislation in force.

7.3 Under Law #78-17 of January 6, 1978 relating to computers, files and freedom, the Internet user has the right to access, modify and oppose data pertaining to him/her. To exercise these rights, particularly to request that his/her contributions in the participative section be deleted, at any time, the Internet user may:

- go to the "YOUR DATA" section of the Site and delete all or part of the data, in compliance with the provisions of Article 2.2 above;

- request the same by sending an email to the following electronic address: data@donottrack-doc.com, or by writing to UPIAN, 211 rue Saint Maur, 75011 Paris, France.

Therefore, he/she may require that information pertaining to him/her that may be inaccurate, incomplete, ambiguous, outdated or which collection or use, communication or conservation is prohibited to be modified, completed, clarified, updated or deleted.

This data shall be conserved in compliance with the aforementioned *Informatique et Libertés* law for a period limited to three (3) years maximum. It may be hosted by UPIAN or any subcontractors of its choosing as mentioned in the “Legal Notice” of the Site, for the strict implementation of its obligations, on secured computer servers in order to guarantee that the Internet user’s personal information is protected against loss, fraudulent alteration or non-authorized access by third parties.

Furthermore, and in any case, only persons authorized within UPIAN shall have access to such personal data. UPIAN guarantees that it is the sole recipient of the data collected and that it shall be exclusively used within the framework laid out in this contract and shall not be transmitted or made accessible.

In this respect, no transfer of data shall take place between UPIAN and its partners, whether they are French, located within the European Union or in the rest of the world.

Similarly, it is specified that no commercial operations of this data shall be authorized.

7.4. Cookies

For the requirements of the experience proposed on the Site, it is common to use cookies in accordance with the legislation in force.

Internet user consent is required

Before installing or reading a cookie that is not required for the provision of a service, the publisher of a site or application must:

- inform the Internet user of the purpose of these cookies;
- obtain consent from the Internet user;
- provide him/her with an option to refuse them.

The period of validity of this consent is thirteen (13) months maximum. However, some cookies are exempt from consent, namely those which are strictly necessary for the provision of a service explicitly requested by the Internet user.

A banner should inform the Internet user

If the Internet user wishes to browse the Site, cookies will be installed onto his/her computer. The Internet user shall be informed by the appearance of a banner specifying:

- the specific purposes of the cookies being used;
- the fact that by pursuing browsing, this implies consent that cookies will be installed onto the computer.

Which cookies and for what reason?

UPIAN has listed below all of the cookies it normally uses in the context of the experience offered on the Site:

Service and type of cookie	Role of the cookie and data collected	User consent requested
Cookie of the acceptance banner of cookies	So that the banner will only appear once per year on your browser.	No

Cookies for external services

Service and type of cookie	Role of the cookie and data collected	User consent requested
Google Analytics	<p>The site www.donottrack-doc.com/en uses Google Analytics, a service to analyze websites that helps UPIAN to study how you use the Site. The data generated by these browsing analysis cookies involve your use of the Site: sites visited, frequency, number and repetition of visits, browsing duration, searches performed, browser used, service provider and the location linked to the IP address.</p> <p>In general, the data is transmitted and stored by Google on servers located in the United States.</p> <p>If you have chosen to make your IP address anonymous on this site, Google will still transmit your IP address, however it will be truncated in countries belonging to the European Union or in other States that have signed the agreement establishing the European Economic Area. In exceptional cases only, your entire IP address will be transmitted to a Google server to the United States where it will be truncated. Google will not associate your IP address sent through Google</p>	No

	<p>Analytics with other data held by Google. Google will use this information to assess your use of the Site and compile reports about the Site's activity and Internet use for UPIAN: measurement and analysis of browsing habits and user behaviour, development of anonymous browsing profiles and possible improvements depending on the analysis of user data.</p> <p>To find out more, see Google's confidentiality rules (http://www.google.com/intl/en/policies/privacy/).</p> <p>Besides blocking these cookies in your browser, you can deactivate Google Analytics (https://tools.google.com/dlpage/gaoptout?hl=en) while browsing using a module provided by Google.</p>	
<p>Xiti</p>	<p>Xiti is a web audience-measuring tool offered by the AT Internet company. Xiti places a cookie to trace the visitor's route in order to determine the statistics of visits. This makes it possible, for example, to not double count the visitor as if he were a newcomer when he reloads the page. Xiti also prevents website publishers from inflating their own statistics by reloading in a loop. Xiti uses the data collected by its cookies at the request of UPIAN in order to provide reports and services in connection with the use of the Site and the Internet. XITI will not associate your IP address with any data that it holds.</p> <p>For more information, see Xiti's Data Protection Policy (http://www.atinternet.com/en/da</p>	<p>No</p>

What to do if you do not want cookies installed?

UPIAN informs you that it is possible to block some or all cookies, and even to delete those already installed. However the Internet user is warned that this will make his/her visit to the Site less enjoyable.

In order to do this, the Internet user must configure his/her browser so that it warns him/her when he/she receives cookies or rejects them outright.

For more information:

To obtain more information about cookies and the use of these analysis tools, the Internet user can also consult the CNIL website at www.cnil.fr/english/ under the heading "Your Tracks".

ARTICLE 8: SITE MODIFICATION

UPIAN and/or its partners reserve the right to at any moment to modify or interrupt, either momentarily, sporadically or permanently, access to the Site and participative section (or all or part of it) with or without notice.

The Internet user therefore acknowledges that UPIAN and/or its partners are not responsible with regard to him/herself or any other party for any modification, deletion or interruption of the Site or of its participative section.

ARTICLE 9: APPLICABLE LAW – LITIGATION

French law strictly governs these Terms and Conditions of use.

In the event of a dispute, the courts of Paris will have exclusive jurisdiction.

ARTICLE 10: IDENTIFICATION

The Site "DO NOT TRACK" is published by the UPIAN company
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