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(hereinafter referred to as the website). By accessing the CARCC - Copyright Visual Arts website and online licensing platform and using the website and platform, you confirm your acceptance of the Terms and Conditions of Use set out below.

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In addition, this website may include technical errors, inaccuracies and typographical errors. Changes will be periodically made to the content of this website and will be incorporated from time to time, at the sole discretion of Copyright Visual Arts - CARCC.

User profile and password

Whether you are a Member or Associate (or copyright holder for a Member or Associate) of Copyright Visual Arts, or a User of the Website for licensing or to subscribe using the Copyright Visual Arts services, you may log in to the Website at any time to validate or modify the personal information associated with your user profile. In consideration for your use of the Copyright Visual Arts - CARCC website and platform and the services they offer, you agree to provide true, current, complete and accurate information and you agree to be responsible for updating your registration.

Connection to the site and platform

To connect to the website, we ask you to provide an email address (your username) and password. It is your responsibility to protect the confidentiality of this password. You assume responsibility for any activity on this platform using your password or username. You agree to immediately notify Copyright Visual Arts - CARCC of any unauthorized use of your password or user ID or any breach of security by writing to administration@carcc.ca

Confidentiality

Copyright Visual Arts - CARCC may, from time to time, change its Privacy Policy.

Network security and efficiency

Under no circumstances shall Copyright Visual Arts - CARCC or any of its directors or employees be held liable for acts of computer piracy or be blamed for any damage or loss caused to an artist, craftsman, assignee, institution or more generally to any natural or legal person using the website and the Copyright Visual Arts - CARCC Platform.

The Copyright Visual Arts - CARCC website and platform may experience occasional failures and some programming errors may be caused by updates or events beyond the control of the administrators or employees of Copyright Visual Arts - CARCC. As a reminder, while every reasonable effort is made to update and maintain the content of the website and platform, errors or omissions may occur, and we apologize in advance.

Online licensing policies

Copyright Visual Arts - CARCC has a policy of aligning itself with the Rio Rules issued by CISAC as adopted by CIAGP on 3 October 2017. Here are the relevant excerpts:

“ a) The societies emphasise that they always respect the moral rights of their members. The societies confirm that they do not authorize any distortion, mutilation or other modification of the work likely to infringe the author’s moral rights without the members’ prior permission.

b) Regarding uses of works predominantly focusing on one author, highly commercial uses of works, and unconventional uses of works, societies are required to duly seek prior permission from the member before licensing the rights in question, in particular for the uses listed below:

- i. monographic uses (including books, films, etc);*
- ii. use of a large number of works by one author;*
- iii. advertising uses;*
- iv. merchandising uses;*
- v. cover uses (including for books, magazines, CDs, DVDs, etc);*

c) It follows, that, the societies are entitled to grant licences based on applicable tariffs, without seeking the members’ prior permission, in particular with regard to:

- i. cultural uses;*
- ii. educational uses;*
- iii. non-monographic uses;*
- iv. press and television uses.”*

Accordingly, Copyright Visual Arts - CARCC intends to apply the following rules for its online licensing service:

1. EXHIBITION

In principle, all requests must be authorized by our staff after verification with the artist. Some institutional users will be pre-authorized and will be able to obtain their licenses directly online after payment of royalties.

2. PUBLICITY

All requests must be verified before authorization, it being expressly understood that no use of the work for advertising purposes may be made without the prior agreement of Copyright Visual Arts - CARCC. As part of its analysis, Copyright Visual Arts will assess various criteria, including respect for moral rights, integrity and ownership of the work, and the calculation of royalties for various commercial uses, if any.

3. REPRODUCTION

Any monographic use, use of 10 or more works by the same author, use of images for the cover of books, magazines, CDs, DVDs or any other medium, as well as any type of merchandising by organizations, whether for profit or not, including in particular any labelling, any manufacture of objects bearing images, posters or cards for sale, must be verified by our staff.

4. PROFESSIONAL SERVICES

All requests must be verified with the artist, in particular to confirm their availability to provide professional services on the requested dates.

Generally, licenses granted through our platform will be validated by our staff within five (5) business days.

Policy for the use of the image bank of the Copyright Visual Arts platform

By adding content in the form of images or text, including any work in your catalogue (hereinafter the "Content") to the Copyright Visual Arts Image Bank, you certify and warrant that you own all rights, titles and interests, including any copyright, in and on the Content so added and authorize Copyright Visual Arts - CARCC to distribute the Content over the Internet, in the form of digital images in low definition (72 DPI), by affixing, where deemed necessary by Copyright Visual Arts Copyright and at its sole discretion, a discrete watermark on the lower right side of the image.

In the case of works created in collaboration, you warrant that you have an agreement with your co-author(s) to download images of the works thus created and that you will share all royalties collected under your agreement with Visual Arts Copyright with the co-author(s) in accordance with your agreement. In order to avoid duplication, only one of the co-authors will download the image of any work created as part of a collaboration, the former undertaking to inform the latter without delay.

You also authorize Copyright Visual Arts Copyright - CARCC to administer the copyright in the Content, specifically any work added to the image bank in accordance with your membership agreement as a Member or as an Associate Artist.

You also certify and warrant that you have obtained, as the case may be, the authorization of the photographer(s) who photographed all or part of the Content for the purpose of authorizing the distribution of said photographs on the Internet and/or any other exploitation resulting from the application of your agreement with Copyright Visual Arts and, as the case may be, assume responsibility for the retrocession of royalties to the owner(s) of the photographic rights.

By adding image content to the Copyright Visual Arts image bank, you expressly and irrevocably authorize Copyright Visual Arts to share such images with CISAC's AIR automatic image recognition project in order to ensure the protection of images on the Internet, including the prevention of illegal use on the Internet. CISAC is an international association of copyright collecting societies. AIR is a global image identification system whose function is to prevent illegal copies of images on the Internet.

You warrant that you have the right and authority to grant the rights referred to herein and certify and warrant that the Works are original and that they do not contain any material that may violate the Canadian Copyright Act or any other law. For greater certainty, you agree to indemnify and hold Copyright Visual Arts - CARCC for all damages, losses, expenses and costs incurred by Copyright Visual Arts - CARCC in connection with any action, claim or demand based on allegations contrary to the warranties contained herein or resulting from a false statement or failure on your part to scrupulously respect all and each of your obligations presented herein.

Policy on the use of the online licensing system of Copyright Visual arts

By using the automated online licensing system of the Copyright Visual Arts platform, you agree to provide all the information necessary for licensing and calculating the royalties due for each type of use. All licenses issued by the online licensing system are verified by our staff. You understand and accept that any false information provided, in particular with the aim of reducing the royalties due, will cause significant damage to Copyright Visual Arts, the latter reserving all its rights and remedies in this regard.

Copyright Visual Arts makes every effort to ensure the proper functioning of its automated licensing system. If you notice a system failure or believe that an error has occurred in the calculation of royalties payable, please immediately notify the Copyright Visual Arts staff at administration@carcc.ca.

By using the automated licensing system of the Copyright Visual Arts online licensing system, you authorize Copyright Visual Arts to view any website or other platform that you operate for the purpose of identifying publicly accessible works of art. This authorization will be shared with CISAC's AIR automatic image recognition project. CISAC is an international association of copyright collecting societies. AIR is a global image identification system whose function is to prevent illegal copying and use of images on the Internet.

By using the automated licensing system, you release Copyright Visual Arts - CARCC from any liability for any errors you may have made in providing or omitting the information required for licensing. You further agree to indemnify and hold Copyright Visual Arts harmless for all damages, losses, expenses and costs incurred by Copyright Visual Arts in connection with any action, claim or demand based on allegations contrary to the warranties set forth herein or resulting from a false statement or failure on your part to scrupulously comply with all and each of your obligations presented herein.

Access policy to the website and the platform of Copyright Visual arts

Copyright Visual Arts - CARCC reserves the right to deny access to its platform to any person whose conduct is, or may be, illegal, harmful, inappropriate or likely to be, with respect to Copyright Visual Arts, its members and associates, one of its partners or the general public.

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