

TERMS AND CONDITIONS FOR THE FRAPA FORMAT REGISTRATION SYSTEM (FRS)

1. The Service

The FRAPA Format Registration System (hereinafter referred to as “The FRS”) is an online system whereby the registrant is able to register a television format. The format will be held in a digital database. Registration is at your sole responsibility.

2. FRAPA participants – non participants

FRAPA participants are entitled to register formats, receive proof of their registration, upload changes to their registered formats and upload unlimited video material. Access is provided via your own personal FRS Dashboard.

Non-participants/non-members are entitled to register formats, and are able to see which formats they have registered as off November 2020. Non-participants are not able to adjust the already registered format

3. General

Registration of formats with the FRS is at your sole responsibility. Registration within the FRS is not a guarantee of copyright protection, not a proof of ownership, nor a substitute for legal advice, but a potential aid for legal protection.

FRAPA cannot be held responsible for the content or quality of the registration nor of the quality of your password.

FRAPA is headquartered in Naarden, the Netherlands and therefore subject to Dutch law. If this service is accessed from a location outside of the Netherlands, you are responsible for complying with local laws.

4. Registering Your Format

Formats are registered via a form on the FRAPA website (www.frapa.org). Price and options of the service for participants and non participants are published at the website of FRAPA and defined by the Management Board.

5. Registrations free from charge

FRAPA participants have to right to register a certain amount of formats free from charge depending on the participation package. For more information www.frapa.org

6. Duration of Registration FRAPA non-participants

After you have registered a format and the payment has been received by the FRAPA administration you will receive an invoice and a certificate confirming your registration. The date of your certificate is the date of registration. If you do not pay the registration fee within one month after registration we will remove the registration automatically.

The description of the format and or format bible including all attached documents or material will be saved within the FRS for 3 years as off the date of confirmation of your registration. Prior to the end of this period (three months before) the format right owner will receive a notice as to whether he or she would like to extend the registration with a new period of three years. We will use the contact information as listed in our files and provided by the company. Should the registration not be extended, or if FRAPA does not receive an answer to the notification within three months, the registration will be removed. The notification of removal and deletion will be send to the email address which is listed at the registrationform.

7. Duration of Registration FRAPA participants

After you have registered a format you will receive a certificate confirming your registration. The date of your certificate is the date of registration.

The description of the format and or format bible including all attached documents or material will be saved within the FRS as long as you are a participant. If you should end your FRAPA participation – without participation fee due- your format will be kept in our files 3 years as off the date of the expiration of the participation. Prior to the end of this period (three months before) the format right owner will receive a notice as to whether you would like to extend your registration with a period of three years. We will use the contact information as listed in our files and provided by the company. Should the registration not be extended, or if FRAPA does not receive an answer to the notification within three months, the registration will be removed and deleted. The notification of removal and deletion will be send to the email address which is connected to the registration and/or the membership.

It is not possible to register a format as a non members when a participation fee is still due.

In the case of a participant not paying the participation fee within the defined period as defined by the Terms and Conditions of Participation, FRAPA is entitled to delete and remove the format registrations FRAPA can not be held responsible for any damage to the company or foundation or any third party, direct or indirect.

8. Removal of Registration

FRAPA reserves the right to remove any registered formats if registration fees or participation fees are not being paid for within three months after the first payment notification.

9. Confidentiality

Formats within the FRS are stored within a secure, digital environment that meets the appropriate level for this service. Besides the company who has registered the format, access to the FRS database has been granted to a limited and registered number of individuals appointed by the Management Board of FRAPA and is only allowed for ICT maintenance or financial administrative purposes by parties and entities who are legally connected via a contract or agreement compliant to GDPR. Individuals have signed a confidentiality statement. All of those who have been provided with access to the system have signed a non-disclosure agreement stating they are not in any way permitted to comment or provide information regarding the content of the format to individuals other than the format owner.

10. Responsibility and liability

The FRAPA Management Board or any other legal body as defined in the Articles can not be hold liable or responsible for any kind of damage, direct or indirect toward participants, registrants or any third party. Registration is at the sole responsibility of the registrant. The format owner is responsible for the quality of the password.

11. Definition format 'owner' in The FRS as a non participant

The owner of the registration in the FRS is the company that registered the format identified via the email address of the registrant. The owner of the registration in the FRS is the company, not the person.

If for any reason the owner should lose the FRS certificate, only the company, identified by the person which name is mentioned in the registration is able to request a copy however only via the email address provided. If this person is no longer working within the company and/or the email address has been changed, only the owner or CEO of the company can request a copy.

In the case the company needs to hand over a legal file which proves that the person requesting to receive a copy of the certificate is the official representative of the company. FRAPA will charge a fee for administration- 75 euro - for every request for a copy of the certificate or the format that has been registered. We strongly recommend that the CEO or any other person appointed by the CEO via an approved email address registers the format in the FRS system to avoid extra administration.

12. Definition format 'owner' in The FRS as a FRAPA participant

The owner of the registration in the FRS is the company that registered the format identified via the email address of the participant. The owner of the registration in the FRS is the company, not the person.

If for any reason the owner should lose the FRS certificate, only the company, identified by the person which name is mentioned in the registration as a participant is able to request a copy however only via the email address provided. If this person is no longer working within the company and/or the email address has been changed, only the owner or CEO of the company can request a copy.

In the case the company needs to hand over a legal file which proves that the person requesting to receive a copy of the certificate is the official representative of the company. FRAPA can charge a fee for administration - 75 euro- for every request for a copy of the certificate or the format that has been registered. We strongly recommend that the CEO or any other person appointed by the CEO via an approved email address registers as a participant in the FRS system to avoid extra administration.

DISCLAIMER FRS

FRAPA cannot be held responsible for whatever form of damage to individuals, goods or services. You are deemed solely responsible for the registration of your formats with the FRS and for the digital access to your already registered formats.

Approved by the Management Board FRAPA, November 2020

Naarden, FRAPA/FRS, info@frapa.org