

## WEBEDIA Contractual Conditions

June 2021

**This document lists all the contractual terms and conditions of the WEBEDIA Group, excluding specific offers with dedicated conditions.**

**They apply to the services offered by the WEBEDIA Group, in addition to the WEBEDIA price catalogue in force on the day of subscription. The General Terms and Conditions are supplemented by the Special and/or Specific Terms and Conditions applicable in terms of the services provided by the WEBEDIA Group.**

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# WEBEDIA SERVICES GENERAL TERMS AND CONDITIONS OF SALE

## Preamble

These General Terms and Conditions of Sale (GTS) apply between the Customer and the company of the Webedia Group as duly identified in the Purchase Order (hereinafter referred to indifferently as “WEBEDIA” or, where applicable, its corporate name) signed by the Customer and in charge of providing the Services ordered from the Customer.

## 1. Definition

**Purchase Order:** means the formalisation of the Order by the Customer of Webedia Services, also referred to as the “**Special Terms and Conditions**”, “**Campaign**”.

**Customer:** means a legal entity or self-employed person who subscribes to one or more Webedia Contracts in order to use the Webedia Services, for its own needs and in direct relation to its business activity.

**Order:** means the Customer’s acceptance of the WEBEDIA Contract by handwritten or electronic signature of a Purchase Order.

**Webedia Contract or Order Contract or Contract:** refers to the contract entered into between the Customer and WEBEDIA SA or one of its Subsidiaries under the Order to Webedia Services and consisting of the following contractual provisions:

- These General Terms and Conditions,
- The Specific Terms and Conditions applicable to Webedia Services,
- The associated pricing conditions,
- The Purchase Order.

**Subsidiary:** means any legal entity of the WEBEDIA Group, the shares or voting rights of which are held by more than 50% by Webedia SA and/or another Subsidiary.

**Manager:** means the Customer’s representative duly authorised by the latter and acting in its name and on its behalf, responsible for the administration and monitoring of the performance of the Contracts, as well as the Order for Services.

**WEBEDIA Group:** means the group formed by a parent company and companies meeting one of the following criteria:

- companies meeting the provisions of Article L. 233-16 of the French Commercial Code, concerning the criteria for the scope of the consolidation of accounts (including sub-consolidated companies);
- companies controlled directly or indirectly within the meaning of Article L. 233-3 of the French Commercial Code;
- the companies in which the Customer holds an interest within the meaning of Article L. 233-2 of the French Commercial Code.

**Commissioning:** means the starting point for the provision of each Service, as defined by WEBEDIA in the Contract.

**Party(ies):** means individually WEBEDIA or the Customer and collectively WEBEDIA and the Customer.

**WEBEDIA Service(s) or Service(s):** means the services of WEBEDIA or any of its Subsidiaries, which may be subscribed by the Customer from WEBEDIA or any of its Subsidiaries under one or more Contracts.

**Webedia:** means WEBEDIA SA and/or the Subsidiary of the WEBEDIA Group in charge of the Order

## 2. Purpose

2.1 The purpose of these General Terms and Conditions (hereinafter referred to as the “**General Terms and Conditions**”) is to define the terms and conditions of the Order and provision of Webedia Services.

2.2 These General Terms and Conditions are applicable to any Order for Services, it being understood that in the event of a new Order for Services, the version of the General Terms and Conditions in force on the date of this new Order shall automatically apply to all the Customer’s WEBEDIA Contracts.

## 3. Order Conditions

3.1 By Ordering the Services, the Customer and, where applicable, its potential representative, acknowledges having full knowledge and acceptance without reservation of the terms and conditions of the WEBEDIA Contract and declares that the Services expressly subscribed meet its needs. Each WEBEDIA Contract supersedes all prior oral or written agreements between the Parties relating to the same subject matter and constitutes the entire agreement between the Parties with respect to the Services it concerns.

3.2 As part of the Order for Services, the Customer undertakes to provide the documents and supporting documents that WEBEDIA may request

3.3 When the Customer subscribes within the framework of a public contract which allows it and pursuant to the French Public Procurement Code, the Customer is authorised to subscribe to the Services for itself or on behalf of any service attached to it, public or private persons with whom it has formed an order group in application of the French Public Procurement Code. The Customer guarantees that it has all the rights and powers necessary to sign a WEBEDIA Contract as central service or group coordinator.

3.4 Commissioning may only take place if all the Order conditions are met.

3.5 The obligations and guarantees expressly contained in the WEBEDIA Contracts are the only ones accepted by WEBEDIA for the provision of its Services and supersede any other express or tacit representations and/or guarantee to which the Customer may refer.

## 4. Effective date and term

4.1 The WEBEDIA Contract takes effect at the time of the Order, subject to the validation of the Order by WEBEDIA.

4.2 The Contract is entered into for a fixed term in the Purchase Order (hereinafter referred to as the “**Initial Period**”). According to the Special Terms and Conditions applicable to each Service, this Initial Commitment Period may or may not be tacitly renewed.

## 5. WEBEDIA’s obligations

WEBEDIA undertakes to implement the means to ensure the continued operation, continuity and quality in the provision of its Services, in accordance with the applicable professional standards and the limit of its electronic means of communication. In this respect WEBEDIA is subject to an obligation of means.

## 6. Customer’s obligations

For the obligations incumbent on the Customer, the latter undertakes to implement all the human, technical and material resources necessary for the operation of the Services and the performance of the WEBEDIA Contract. The Customer shall provide WEBEDIA with all information that the latter may request or which will be useful for the Order for Services and the performance of the Contract. The Customer’s equipment and their environment must comply with the regulations in force. The Customer undertakes to inform WEBEDIA as soon as possible of any change in its activity, in particular likely to permanently modify its communications flows, of any change in the information concerning it on any element of the WEBEDIA Contract and, in particular, any change in postal, electronic, banking or invoicing address. This information must be provided no later than ten (10) days from the date of the said change.

## 7. Financial terms and conditions

### 7.1 Prices

The prices of the Services, as well as their terms of application, (hereinafter referred to as “**Prices**”) are expressed excluding taxes (excl. VAT) and are specified in each Contract. They were negotiated in good faith between WEBEDIA and the Customer in respect of the total volume of the Order entered into in the Purchase Order to which the Customer has committed. The Customer thus acknowledges that its cancellation of part of its commitments would call into question the overall economy of the Contract. Therefore, the total order volume indicated in the Purchase Order is a firm commitment by the Customer. In the event of termination of the Purchase Order by the Customer, the remaining instalments due in the Purchase Order until the expiry of the Service Commitment Period shall be payable to WEBEDIA and shall be irrevocably paid by the Customer.

### 7.2 Invoicing

WEBEDIA shall issue invoices specifying the Prices or any other amount due for the Services subscribed and/or used by the Customer. When the Customer subscribes as part of a public contract, the Customer shall provide WEBEDIA, where applicable, with the contact details of the assigned accountant. Invoices shall be payable under the terms and conditions described in the Special Terms and Conditions and/or Specific Terms and Conditions applicable to each Service subscribed or failing which, on the Service Commissioning date. Invoices drawn up shall be payable within thirty (30) days from their date of establishment (or within the overall payment period provided for in the French Public Procurement Code, when the Customer subscribes within the framework of a public contract). However, after notifying the Customer, WEBEDIA reserves the right to issue interim invoices according to the initially planned schedule. WEBEDIA may send invoices in paper or electronic format.

### 7.3 Payment terms

7.3.1 Payment shall be made, by bank transfer or by any other payment method accepted by WEBEDIA (or by administrative mandate when the Customer subscribes as part of a public contract) net of all costs to be borne by the Customer. All payments shall be made to the bank details of the WEBEDIA Group company duly identified in the Purchase Order and whose bank details appear on its invoice.

7.3.2 WEBEDIA shall claim from any new Client or Customer who has not entered into a contract with WEBEDIA for more than one year, a payment as follows:

- 30% excl. VAT upon signing the Purchase Order
- 70% excl. VAT on delivery, which must be considered as performed on the first day of performance of the Services.

7.3.3 Should the Services ordered by the Customer require WEBEDIA to incur significant external costs upstream of the Commissioning, WEBEDIA shall claim from the Customer a deposit of 30% excl. VAT upon signing the Purchase Order.

7.3.4 In the event of an unfavourable rating of the Customer and/or if the Customer is located abroad, and/or if the estimated monthly amount of each invoice under a Customer WEBEDIA Contract is less than three thousand euros (€3,000) excluding taxes, WEBEDIA reserves the right to make the Commissioning subject to payment on the date of the Order. Any term started shall be due and any amount paid by the Customer shall be irrevocably acquired by WEBEDIA and non-refundable. Early payment of invoices shall not entitle the Customer to any additional discount. WEBEDIA may, subject to informing the Customer, proceed with the payment by offsetting the sums that they owe each other under the contracts entered into between them, which the Customer expressly accepts.

7.3.5 Any modification of the applicable regulations or their interpretation having the effect of having WEBEDIA liable for taxes, duties, withholding taxes or any other taxes in an amount greater than those existing on the date of the Order of a Service, shall result in a correlative price adjustment so that WEBEDIA receives, in all cases, the full amount indicated in the WEBEDIA Contract.

### 7.4 Non-payment

7.4.1 Any late payment shall automatically become due and without any further formality being required, from the day following the expiry of the aforementioned thirty (30) day period, the invoicing of late interest by WEBEDIA, calculated on the outstanding invoiced amounts, at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. The rate applicable in the first half of the year concerned shall be the rate in force on 1 January of the year in question, and for the second half of the year concerned, the rate in force on 1 July of the year in question. This default interest shall be increased by a flat-rate indemnity of €40 for the recovery of each invoice in addition to the actual costs incurred by WEBEDIA.

Default interest shall be calculated from the day following the due date of the unpaid amount until it is paid in full. In the event of a dispute, the amounts invoiced to the Customer shall remain payable by WEBEDIA, the undisputed amount remaining, in any event, payable by the Customer on its due date. The Parties shall take the necessary steps to ensure that the dispute is resolved as soon as possible. If it is rejected and if it has withheld part of its payments, the Customer shall pay, in addition to the sums due, late payment interest due.

7.4.2 The non-payment, in whole or in part, by the Customer of an invoice shall immediately and automatically result in the payment of all invoices issued by WEBEDIA in terms of all ongoing WEBEDIA Contracts, which shall then become payable at any time to WEBEDIA.

7.4.3 In addition, in the event of non-payment by the Customer of the sums due, WEBEDIA also reserves the right to take precautionary measures on all or part of the Services subscribed by the Customer, such as suspension or limitation of access to the Services, access to the Services with a limitation of outstanding amounts or any other measure to safeguard WEBEDIA's interests. The Customer acknowledges that any sending by WEBEDIA, or by the service providers mandated by it, of a reminder letter or a formal notice to pay, even by ordinary mail, interrupts the limitation period relating to the payment of the sums due for the Services.

7.4.4 Any dispute by the Customer relating to WEBEDIA prices and invoices must be formalised by a reasoned and substantiated registered letter with acknowledgement of receipt received by WEBEDIA within a maximum of one (1) month from the date of issue of the invoices in question. In case of dispute or pending a credit note, the undisputed portion of the invoice must be paid without delay. In the event of a persistent delay of more than fifteen (15) calendar days, (i) all invoices issued by WEBEDIA shall become immediately due with expiry of the term and, (ii) in accordance with the provisions of Article 1219 et seq. of the French Civil Code and WEBEDIA may suspend the Services without compensation or further notice, and/or terminate the Order Contract at the exclusive fault of the Customer.

#### 7.5 Guarantees

Subject to the provisions specifically applicable to public procurement contracts, WEBEDIA reserves the right to request from the Customer certain guarantees (hereinafter "Guarantees") consisting of the payment of a security deposit or a bank guarantee on first demand, or any other guarantee allowing the preservation of WEBEDIA's interests in the event of default by the Customer, for an amount defined by WEBEDIA, either at the time of the Order of a Service, at the time of Commissioning a Service, or during the performance of the WEBEDIA Contract, in particular in the event of the occurrence of one of the following events:

- Change of payment method and choice of payment method other than bank transfer,
- Change of payment period,
- Customer payment incident,
- Deterioration of the Customer's financial situation,
- Total number of Service Orders by the Customer greater than ten (10) or whose total business volume is greater than or equal to €200,000 excluding VAT,
- Contract assignment.

The amounts of the applicable Guarantees shall be those set out in the WEBEDIA Contract on the date of occurrence of the aforementioned events. The Guarantees shall not be interest-bearing. If the Customer has not paid the required Guarantee, the provision of the Services shall be suspended until payment and the Customer shall nevertheless continue to pay the price of the Services. The Guarantees may be offset against sums owed by the Customer, including amounts due before the expiry of the WEBEDIA Contracts. The Guarantee is returned to the Customer or is released, within three (3) months of the day on which the Customer has settled its entire debt to WEBEDIA. In this case, and in the case of a security deposit, compensation may be made between, on the one hand, the amount of the closing invoice and, on the other hand, the amount of the security deposit, at the Customer's request made to the WEBEDIA Customer Service, by letter at the time of expiry of the WEBEDIA Contract or upon receipt of the closing invoice. At the end of this compensation, if the Customer remains debtor, it shall be required to pay the balance to WEBEDIA within the specified deadlines. If, on the other hand, the amount of the security deposit exceeds the amount of the closing invoice, WEBEDIA shall then repay the balance (by cheque or by bank transfer) within fifteen (15) days of the date of the closing invoice. When the Customer does not request compensation at the end of the WEBEDIA Contract, the security deposit shall be returned to it (by cheque or by bank transfer) within a maximum of one (1) month from the day on which the Customer has settled its entire debt to WEBEDIA.

7.6 Each Party expressly and unconditionally accepts that all sums due to WEBEDIA may be transferred, sold, assigned, disguised or exchanged. In this respect and as necessary, the Customer shall irrevocably undertake to sign any debt assignment document, as governed by Articles L. 313-23 et seq. of the French Monetary and Financial Code, without any price reduction or possible discount or dispute.

#### 8. Use of the Services

8.1 The Customer undertakes to use the Services in accordance with their purpose and the provisions of the WEBEDIA Contract. It shall not use them, and shall ensure that they are not used, contrary to their intended use, for improper purposes, which are unlawful, contrary to public order or morality, prohibited by applicable laws or regulations or in violation of the rights of a third party, or cause any loss or damage whatsoever to WEBEDIA or any third party.

8.2 In the event that WEBEDIA' is held liable as a result of the Customer's use of the Services, the nature and content hosted, stored, transmitted or received through the Services, the Customer shall indemnify WEBEDIA for all the consequences of any claim, action and/or proceedings brought as a result against WEBEDIA, regardless of the nature thereof. The Customer guarantees that its personnel comply with the obligations of the WEBEDIA Contract.

8.3 WEBEDIA reserves the right, in the event of an injunction from a public, administrative or judicial authority, or where WEBEDIA has been alerted to the illegality of any content or message, to suspend or discontinue immediately all or part of its Services without notice or compensation. WEBEDIA may deliver said content and/or messages to the authorities, in accordance with the regulations in force.

8.4 WEBEDIA reserves, until full payment of the sums due by the Customer (in principal, plus any ancillary costs and taxes), the right of ownership over the Services, including any deliverable and content that is the subject of the Contract, allowing it to take possession of the said deliverables and content. Any deposit paid by the Customer shall remain the property of WEBEDIA as a lump sum compensation, without prejudice to any other actions that it may be entitled to bring as a result against the Customer and damages it may claim.

#### 9. Changes

##### 9.1 Changes at the Customer's request

The Customer may request a change to its WEBEDIA Contract, with which the subscribed Services are associated, in accordance with the terms proposed by WEBEDIA and subject to feasibility and/or availability. In all cases, WEBEDIA reserves the right to request confirmation by mail of the change requested by the Customer. To be valid, any request for changes to the Service must be confirmed by WEBEDIA by any means (letter, email, fax or tacitly by implementing the requested change).

##### 9.2 Changes to the Services

9.2.1 The provisions of the WEBEDIA Contract and the Services may change during the performance of the Agreement, which the Customer acknowledges and accepts. The Customer shall be informed by any means one (1) month before the change takes effect. When this change constitutes a substantial modification of the WEBEDIA Contract

and/or a Service, which prejudices the Customer, the latter may notify WEBEDIA of its intention to maintain the initial version of the WEBEDIA Contract, and this, for the two (2) months following the entry into force of the change. Beyond the two (2) month period, the change shall be deemed accepted by the Customer as is for the Services concerned and for all its WEBEDIA Contracts.

9.2.2 In any event, the Customer acknowledges that it must accept, without compensation or right of termination, changes and/or modifications to the provisions of the WEBEDIA Contract and the Services, when the changes and/or modifications in question are the consequence of a requirement imposed by a third-party platform or operator essential to the Service, a legal, regulatory, judicial or administrative authority.

#### 10. Liability

10.1 WEBEDIA may only be held liable in the event of established and proven fault. The Parties agree that WEBEDIA's obligations are obligations of means. WEBEDIA does not guarantee any threshold, profitability, achievement of performance or recruitment.

10.2 Without prejudice to the other rights of WEBEDIA, the Customer shall be liable for any damages suffered by WEBEDIA or its beneficiaries or third parties in connection with the performance hereof. The Customer (or, where applicable, its agent) shall thus bear all sums, costs, attorney's fees and expenses which may be incurred or which WEBEDIA may be ordered to pay in respect of any action, proceeding or claim in connection with a breach hereof (and in particular a right of WEBEDIA or a guarantee granted by the advertiser) and/or the law.

10.3 WEBEDIA's liability is limited to direct material damage to the exclusion of any indirect and/or consequential or non-pecuniary damage and, in particular, damage related to the Customer's activity or mission, any loss of turnover, profit, exploitation, goodwill, commercial, economic and other loss of revenue, action by a third party, commercial disruption whatsoever, damage to reputation, name or brand image suffered by the Customer.

10.4 WEBEDIA shall not be held liable for:

- In the event of technical constraints or limits affecting the Services, and which may be imposed on WEBEDIA by a platform or third-party operator essential to the Service as well as the competent regulatory authorities or normative groups,
- In the event of non-compliance by the Customer with the prerequisites and technical specifications of the subscribed Services,
- In the event of misuse of the Services by the Customer and/or its affiliates and correspondents,
- If the Customer's equipment is unsuitable for the Services,
- In the event of incorrect installation or configuration, or non-compliant use of the WEBEDIA Services,
- In the event of disruptions or interruptions in the supply or operation of electronic means of communication provided by the operator or operators of the networks to which WEBEDIA's electronic communications means are connected. In the event of unavailability and/or total or partial interruption of all or part of the Services offered or the electronic means of communication provided and operated by third-party operators, and more generally, in the event of the occurrence of any problem, regardless of the nature or extent thereof, of which the Customer may be a victim on this occasion,
- In the event of disruptions or interruptions not directly attributable to WEBEDIA or attributable to WEBEDIA, when the disruptions are caused by works to improve, repair or maintain WEBEDIA's electronic communications resources,
- In the event of general power cuts on a Customer site,
- In the event of deterioration or loss of files or documents related to the Customer's use of the Services, the latter undertaking to protect itself against these risks by making regular backups of all of its information,
- In the event of a breach of the confidentiality obligations incumbent on the Customer,
- In the event of suspension, restriction or limitation of access to the Services by WEBEDIA, for legitimate reasons,
- In case of use of the Services following disclosure, loss or theft of access codes related to the Services provided by WEBEDIA and, more generally, in the event of the use of the

Services by an unauthorised person (deactivation, loss or theft of the confidential access code associated with each Service, etc.),

- In case of interruption of services accessible via the Internet,  
- In the event of malfunction of the Services of any nature whatsoever (such as viruses) caused by and/or as a result of the use of services provided by third-party companies, in particular via the Internet,

- In respect of the information and documents communicated to the Customer, and the interpretation that the latter may make thereof, provided that such information and documents are only indicative and have no contractual value,

- In the event of force majeure, as defined in these General Terms and Conditions.

10.5 By express agreement between the Parties, unless otherwise required by law, no legal action or claim by the Customer whatsoever may be brought or instituted against WEBEDIA more than one (1) year after the occurrence of the event giving rise to the action. WEBEDIA Contracts do not provide and are not intended to provide third parties with any right of recourse, claim, refund, cause of action, or any other right.

10.6 The Special Terms and Conditions applicable to each Service may provide additional details as to the principle and implementation of WEBEDIA's liability.

10.7 Notwithstanding any other provision of the WEBEDIA Contract, WEBEDIA's total accumulative liability under the WEBEDIA Contract shall not exceed, per Contract, the amount of the last three (3) months invoiced and collected, up to a limit of fifty thousand euros (€50,000).

#### 11. Force Majeure

11.1 WEBEDIA shall not be liable for damages, delays, non-performance or partial performance which may be interpreted by a French court as a case of force majeure. In addition, by express agreement, the following shall be considered as cases of force majeure:

- a total or partial malfunction resulting from disruptions or interruptions in the supply or use of WEBEDIA's electronic communication resources or those of operators and/or suppliers to which WEBEDIA's electronic communications means are connected,

- natural events (lightning, fire, floods, earthquakes, adverse weather, etc.),

- acts or omissions of a public authority, including amendments to any regulations applicable to the Services,

- acts of war, riots, attacks, sabotage, theft, vandalism, explosions, acts of third parties, labour disputes of the service providers or WEBEDIA suppliers,

- the order of a public authority requiring the cessation, suspension and/or total or partial modification of WEBEDIA's Services.

11.2 If a force majeure event prevents WEBEDIA from performing an essential obligation under a Contract for a period of more than three (3) consecutive months, the Parties shall consult each other with a view to achieving a satisfactory solution. Failing agreement on such a solution within one (1) month of the expiry of the aforementioned three (3) month period, each of the Parties may terminate the Service concerned by registered letter with acknowledgement of receipt, without compensation for either Party. Notwithstanding these General Terms and Conditions, termination shall take place on the date of receipt of the registered letter.

#### 12. Suspension

12.1 WEBEDIA reserves the right to suspend, limit or restrict access to the Services in whole or in part, or to terminate all or part of the Services, after having notified the Customer, by any means, including:

- in the event of non-performance of one of the Customer's obligations set out in the WEBEDIA Contract,

- in the event of non-payment or non-availability of the Guarantee or pending their payment or in the event of exceeding the outstanding limit,

- in case of receipt by WEBEDIA of the incomplete or non-compliant Order file,

- in the event of failure to pay the sums due on the due date and in the absence of a serious dispute duly substantiated and sent to WEBEDIA by registered letter with acknowledgement of receipt,

- in the event of non-compliant use of the Services, in particular in the event of a breach of legal or regulatory provisions, particularly in the matter of public policy and morality or in the event of acts likely to disrupt WEBEDIA's electronic means of communication or the Internet network and its services,

- and more generally, when the WEBEDIA Contract provides for it.

12.2 Reinstatement of the subscribed Services after suspension and/or limitation and/or restriction, due to the Customer, may give rise to the invoicing of recommissioning charges. In the event of suspension and/or limitation and/or restriction of the subscribed Services, regardless of the cause thereof, the Customer shall remain bound by its obligations, it being understood in particular that the suspension of the Services shall not result in the cessation of their invoicing.

12.3 In addition, WEBEDIA shall have the right to suspend, limit or restrict the Services for any upgrade, preventive or curative maintenance or extension of its electronic means of communication or if WEBEDIA is obliged to do so to comply with an order, an instruction or requirement of the Government, a regulatory authority, or any competent administrative or local authority.

#### 13. Termination

13.1 Either Party may terminate the Service(s) in accordance with these Terms and Conditions, as well as the terms and conditions of termination, indicated in the WEBEDIA Special Terms and Conditions. WEBEDIA reserves the right to reject or accept any request for termination that does not comply with these terms. Once it has requested termination, the Customer acknowledges that it shall no longer be able to modify its Services(s) under a management act, such as migration (etc.). The termination of the WEBEDIA Contract, for any reason whatsoever, shall entail the forfeiture of the term of all sums due under the Order and their immediate payment on the Termination date.

13.2 Termination of a Service prior to the expiry of the commitment period shall immediately render payable the amounts due under the Services for the remaining

period until the end of the commitment period, without prejudice to any sums that WEBEDIA may claim for damages in the event of wrongful termination or breach of the provisions of the Contract attributable to the Customer. In any event, any specific termination terms and conditions applicable to each Service are set out in the Special Terms and Conditions of the relevant Services.

13.3 In the event of a breach by one of the Parties in the performance of an essential obligation under a Contract, the other Party may notify the defaulting Party thereof by a formal notice requiring it to remedy the breach in question within thirty (30) days from the date of receipt of the registered letter with acknowledgement of receipt. Failing remedy within the set time limit, the other Party may automatically terminate the WEBEDIA Contract concerned by registered letter with acknowledgement of receipt, without prejudice to any damages that the non-defaulting Party may claim under the law and/or the Contract. The effective date of termination shall be the date indicated in the second registered letter.

13.4 In the event of termination or cessation of the Services for any reason whatsoever, the Customer shall immediately cease any use of the Services concerned.

13.5 If the Customer terminates a Service before the end of its Commitment Period:

- the amounts remaining until the expiry of the Commitment Period shall become immediately payable, including any advances granted by WEBEDIA to the Customer;

- the remaining sums due lose the benefit of any WEBEDIA discounts and/or degressivity, as indicated in the description of the Webedia Services.

#### 14. Personal data

14.1 WEBEDIA shall take appropriate measures to ensure the protection and confidentiality of the nominative information that it holds or processes in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data and the French Information Act 78-17 of 6 January 1978 as amended, relating to data processing, files and freedoms (hereinafter referred to as the "Personal Data Regulation").

In all cases, WEBEDIA and the Customer, like its agents, undertake to comply with the Personal Data Regulations and in particular reciprocally undertake to:

- Implement all appropriate functional and organisational technical measures relating to the conditions for processing and storing personal data with regard to the purposes of performing the Order Contract,

- Not use said data for any other purpose and for a longer period than those provided for in the Order Contract,

- Take all necessary precautions and measures to protect the confidentiality of the information, not to take any copies of the documents and data media transmitted other than those necessary for the agreed purpose and not to disclose the documents and data to any unauthorised person and undertake to ensure that these confidentiality obligations are respected by all persons authorised within its personnel,

- Implement organisational, functional and technical measures to ensure that the rights of data subjects are respected, and, in particular, to prevent their personal data from being distorted, damaged or used improperly or fraudulently,

- Collaborate with any data controller or, where applicable, co-controller, to ensure compliance with obligations relating to security, impact analysis, notification of breaches and in this respect inform the other Party immediately after becoming aware of it, and without undue delay of any breach of security or breach of the personal data of the data subjects. Such notification shall be accompanied by any relevant documentation to enable the data controller, if necessary, to notify the competent supervisory authority of such breach;

- Impose on their respective subcontractor(s) the same obligations as those set out in this Article,

- Limit any transfer of personal data only to countries of the European Union or to territories with guarantees of protection deemed sufficient by the supervisory authorities or due to the establishment of appropriate safeguards to protect it, such as the signing of "standard contractual clauses".

14.2 WEBEDIA, as data controller, may collect and process the personal data of natural persons working with the Customer, for the purposes of the negotiation, conclusion and performance of the contract between WEBEDIA and the Customer, in particular to carry out transactions relating to customer management concerning contracts, orders, invoices, management of customer accounts, monitoring of customer relations and after-sales service, management of the rights of the data subjects, in order to identify the persons in relation to WEBEDIA and to monitor its activity, if necessary to provide it with information on WEBEDIA's activity. Each relevant employee of the Customer has the rights as provided for in the Personal Data Regulations that they may exercise by sending an e-mail to Webedia.

14.3 In connection with the provision of the Services to the Customer, Webedia may collect and/or process personal data, depending on the Services ordered by the Customer, as a data controller, alone or jointly, and/or as processor. Furthermore, in order to regulate their cooperation in compliance with the Personal Data Regulations, Webedia and the Customer undertake to sign an agreement on the processing of personal data, or "data processing agreement", depending on the specific nature of the operation and the processing of data.

#### 15. Intellectual Property

15.1 WEBEDIA on the one hand, and the Customer on the other hand, shall remain the owner of the technological elements, know-how, techniques, concepts, brands, logos, images, photographs, texts, etc. which are specific to them, and all intellectual property rights relating thereto, pre-existing on the signing of the Purchase Order. The Customer undertakes to respect all intellectual property rights and other rights of WEBEDIA and/or its partners/suppliers to their distinctive signs (brands, names, acronyms, logos, colours, graphics, etc.) and shall refrain from creating any analogy in the mind of the public, for any purpose, between the distinctive signs owned by WEBEDIA and/or its partners/suppliers and its own.

The know-how and knowledge used by WEBEDIA for the provision of deliverables on behalf of the Customer shall remain the exclusive property of WEBEDIA, and therefore WEBEDIA may use, without having to pay any financial compensation to the Customer, the lessons and know-how gained from the provision of the Services and the development of these deliverables.

15.2 If the Customer provides WEBEDIA with items likely to be protected by an intellectual property right, whether they be texts, images or sounds, for use or incorporation in the Services, it shall represent and warrant that it holds the necessary and sufficient rights to make such delivery and authorise their use and/or integration by WEBEDIA. The Customer grants WEBEDIA a non-exclusive and worldwide licence to use the trademarks, trade names, logos, visuals, advertising content and representations of offers and/or products, technologies, and any other resources necessary, for the purpose of performing the Services ordered, and for a period of time limited to that provided in the Purchase Order. Consequently, the Customer undertakes to guarantee and indemnify WEBEDIA for the financial consequences of any kind likely to result from an action or claim by third parties alleging that the elements submitted by the Customer, or the use made thereof, constitute an infringement of their intellectual property rights or an act of unfair competition

15.3 The elements made available to the Customer which are protected by an intellectual property right shall remain the exclusive property of WEBEDIA or the third-party holder of the corresponding rights. With regard to these elements, WEBEDIA grants the Customer a personal, non-exclusive and non-transferable right to use the said elements for the sole purposes of the Services and for the sole duration provided for in the Purchase Order for which they are made available. This right is valid for the territory provided for in the Purchase Order.

15.4 Where, for the purposes of the Services, WEBEDIA is led to carry out developments or creations that may be covered by an intellectual property right, WEBEDIA shall, unless expressly provided otherwise in the Purchase Order, remain the sole owner of the corresponding rights. In respect of these elements, WEBEDIA grants the Customer a right of use of the same nature and scope as defined in Article 15.3 above, unless otherwise provided in the Purchase Order. In the event of an express assignment of intellectual property rights, the latter shall only make full payment of the corresponding price.

15.5 The Customer authorises WEBEDIA to communicate to the public its identity as a Customer and to quote it as a professional reference. WEBEDIA undertakes to ensure that this communication, for strictly professional purposes, is carried out in accordance with the usual practices.

#### 16. Notification - Enforceability

16.1 Correspondence between the Parties shall be made by a person duly authorised by the Party concerned and shall be addressed to the contact details indicated by each Party in the Purchase Order.

16.2 The Parties expressly acknowledge that the following shall be equivalent to that of an original written document and shall therefore benefit from a presumption of validity: simple letters, faxes, electronic messages exchanged between the Parties in connection with the Order and the performance of the Services, postal letters and email messages confirming the Order or modification of the Services issued by WEBEDIA, the Customer's telephone recordings made by WEBEDIA in the context of the Order and the performance of the Services, the Web Order.

16.3 The Parties agree that technical data from WEBEDIA's electronic communications systems and means (such as tax records, copies on microfiches, optical disks, magnetic tapes etc.) shall prevail between them and shall have the value of a written document within the meaning given to this term in Article 1362 of the French Civil Code until evidence of a manifest error of the said systems, in particular in order to establish the invoicing of the Services and/or in the event of a claim in the context of the performance of the Contract. This data shall be kept by WEBEDIA for a maximum period of twelve (12) months from the date of issue of the undisputed invoices relating to them (or such other period as may be defined by law or regulation). In the event of communication of this data to the Customer, the Customer may not use it for any purpose other than the checking of its invoices.

16.4 It is specified that notifications with a notice period must be sent by registered letter with acknowledgement of receipt, postage paid, to WEBEDIA. Unless otherwise provided, the time limits provided for herein shall run from the date of first presentation of the said notification.

#### 17. Assignment

Neither the WEBEDIA Contract nor the Services are assignable by the Customer, without WEBEDIA's prior written consent. WEBEDIA may freely assign, transfer, delegate, subcontract or dispose of all or part of its obligations, rights, title or interests under the WEBEDIA Contracts. WEBEDIA shall always retain its role and obligations as project manager, and shall remain liable to the Customer for the supplies and services entrusted to the said subcontractor(s), without the Customer being troubled or pursued in this respect. These conditions may be assigned by WEBEDIA to one of its Subsidiaries without the Customer being able to object thereto.

#### 18. Applicable law and jurisdiction

The WEBEDIA Contract shall be governed by and construed in accordance with French law.

In the event of a dispute arising between the Parties concerning the validity, performance or interpretation of the Contract, the Parties undertake to cooperate diligently and in good faith with a view to finding an amicable solution. If, however, no agreement is reached within three (3) months of receipt of a letter notifying the other Party of the existence of a dispute or challenge that may arise in the interpretation, validity or performance of the Contract, express jurisdiction shall be assigned to the Commercial Court of Nanterre or the Administrative Court with territorial jurisdiction when the Customer subscribes for a public contract (or in the event of lack of jurisdiction

of the commercial court, a court within the jurisdiction of the Paris Court of Appeal), notwithstanding multiple defendants or third-party proceedings, even for emergency proceedings or interim proceedings, in summary proceedings or on request. The obligation to comply with the above deadline is not applicable to emergency or protective procedures, in summary proceedings or on request. For these emergency or protective proceedings, express jurisdiction shall also be assigned to the Commercial Court of Nanterre (or in case of lack of jurisdiction of the commercial court, a court within the jurisdiction of the Paris Court of Appeal).

#### 19. Final provisions

19.1 The fact that one of the Parties does not invoke a breach by the other Party of one of the obligations referred to herein, whether temporarily or permanently, shall not be interpreted as a waiver of the obligation in question. No Party shall be deemed to have waived any rights acquired under a WEBEDIA Contract, unless otherwise waived in writing and signed.

19.2 In the event of difficulties of interpretation between any of the titles appearing at the head of the clauses and any of the clauses of these General Terms and Conditions, the content of the clauses shall prevail over their titles.

19.3 If one or more provisions of these Terms and Conditions are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a court, the other provisions shall remain in full force and effect.

19.4 The Parties shall keep the provisions of the WEBEDIA Contracts and information confidential, whether written or oral, that is not in the public domain, relating to the Services and/or the Parties (hereinafter "**Confidential Information**"). This Confidential Information shall not be used for any purpose other than the performance of the WEBEDIA Contracts. The Parties are entitled to disclose Confidential Information (i) by order of a court or administrative agency, (ii) at the request of any regulatory agency or authority, or under any regulation thereof, (iii) to the extent reasonably required in connection with the exercise of any remedy hereunder, (iv) to employees, suppliers, experts, lawyers or independent auditors of a Party having a need to know, (v) to potential credit lenders to the Party wishing to obtain a credit and to the companies of its Group. This article shall apply for the entire term of each WEBEDIA Contract and shall survive their expiry for three (3) years. Furthermore, the Customer acknowledges that WEBEDIA may be required to disclose information relating to the Customer under the legal provisions in force.

19.5 The Customer undertakes not to solicit, hire or make work in any way whatsoever, not to make, directly or indirectly, any offer of engagement to any present or future employee of WEBEDIA, or to take them into its service under any status whatsoever, from the signing of the Purchase Order and for two (2) years following the completion of the services. This obligation shall apply, regardless of the specialisation of the employee in question, and even in the event that the solicitation is at the initiative of the said employee.

Any breach by the Customer of this obligation shall result in the payment to WEBEDIA by the latter, without prejudice to any damages awarded by a competent court that may be claimed by WEBEDIA, of compensation equal to two (2) years' gross salary of the employee concerned, including any related social security charges.

19.6 WEBEDIA and the Customer declare and guarantee at all times, during the term of the contract, that they are aware of any legislation applicable to this Contract concerning the fight against corruption, and that they have implemented rules and procedures to comply with the said laws and to adapt to their future developments and that none of their agents, intermediaries or controlled persons are prohibited (or is treated as such), by a governmental or international body, from responding to invitations to tender, contacting or working with that body due to proven or suspected acts of corruption.

19.7 This Contract does not confer on WEBEDIA the status of agent or representative of the advertiser and its agent. There is no "*affectio societatis*" and the Order Contract cannot be interpreted as creating any de facto company, created de facto, in any capacity whatsoever, between the Parties.

19.8 Each Party undertakes to perform the Order Contract in accordance with the laws and regulations in force, with the usual methods and practices in the profession and with the financial conditions stipulated in these General Terms and Conditions of Sale. WEBEDIA alone shall determine the means, particularly in terms of team, to be implemented for the performance of its obligations, as the advertiser and the agent have no rights in this respect. By mutual agreement, the Parties waive the application of Article 1222 of the French Civil Code.

19.9 This Webedia Contract represents the entire agreement of the Parties. It replaces any formal or non-formal agreement, any proposal or contrary project, which may have existed on the same subject matter between the Parties prior to its signature.

19.10 Each Party declares that it holds an insurance policy covering its professional liability. Each Party shall be responsible for the payment of the premiums and excesses of the insurance policies it has taken out and, at the first request of the other Party, undertakes to provide it with all certificates relating to this Contract.

19.11 Pursuant to Articles L. 8222-1 and D. 8222-5 of the French Labour Code, each of the Parties undertakes to submit to the other Party, on the date hereof: a certificate from URSSAF on which it depends by providing social declarations dated less than six months; a K-Bis extract dated less than three (3) months; a certificate drawn up by its manager certifying that the services relating to its activity are carried out by employees employed regularly with regard to Articles L. 1221-10, L. 3243-2 and R. 3243-1 of the French Labour Code.

WEBEDIA - SA with capital of €1,301,621.18 - 2 rue Paul Vaillant Couturier  
Nanterre Trade and Companies Register no. 501 106 520

## SPECIFIC TERMS AND CONDITIONS TO ADVERTISING

### Preamble

If applicable, these Specific Terms and Conditions of Sale apply to digital media (websites, tablet applications, mobile applications, IPTV applications available on connected TV or set-top box operator or other related media) whose sponsored content, spaces and advertising impressions are marketed on French territory by WEBEDIA BRAND SOLUTIONS, advertising agency of the WEBEDIA Group (a public limited company registered with the Nanterre Trade and Companies Register under number 501 106 520, having its registered office at 2, rue Paul Vaillant Couturier - 92300 Levallois-Perret), hereinafter referred to as "WEBEDIA".

### 1. DEFINITIONS

**Advertiser:** any natural or legal person who purchases directly or via its Agent in accordance with a written mandate agreement, commercial communications, advertising space and/or advertising impressions from WEBEDIA, in order to promote its trademarks, distinctive signs, services and/or products.

**Agent:** any professional intermediary acting on behalf and in the name of an Advertiser to purchase advertising space and/or advertising impressions in one of the digital media marketed by WEBEDIA under a written mandate agreement. Mandate certification must be provided to WEBEDIA upon delivery of the order. WEBEDIA shall not be obliged to perform an Order Contract not signed by the Advertiser or its Agent or placed by an Agent whose mandate has not been justified.

**Commercial communication(s):** any advertising material broadcast within advertising space, and any advertising or promotional communication excluding the purchase of advertising space, such as sponsored content, product placement, sponsorship of programs broadcast by the media.

**Advertising Offer:** all the services offered to advertisers, relating to the creation and distribution of commercial communications, spaces and advertising impressions on the Digital Media marketed by WEBEDIA as part of the Advertiser's campaign.

**Net Price Amount** before tax (exclusive of tax): means the gross insertion price paid and, if applicable, created, after deduction of any discount, and before application of all duties and taxes at the legal rate in force relating to advertising orders, payable by the Advertiser.

**Technical Elements:** all material (image files, videos, texts, tracking tags, etc.) to be provided by the Advertiser or its Agent to WEBEDIA FOR distribution on the Media or for the creation of dedicated spaces on the media, and complying with the technical specifications provided on <http://specs.webedia.fr/> and the provisions set forth herein.

### 2. ACCEPTANCE OF SPECIFIC TERMS AND CONDITIONS

The Advertiser and the Agent acknowledge having read and accepted these Specific Terms and Conditions, which replace those previously communicated, as of their entry into force and without exception or reserve.

Any reservation by an Order Contract including the Advertising Offers proposed by WEBEDIA during the reference period shall be deemed, on the part of the Advertiser and its Agent, to be confirmation of their unreserved adherence to these General Terms and Conditions of Sale, which they acknowledge having read,

and full compliance with laws, regulations and practices governing commercial communication on the Media and the Internet. These General Terms and Conditions of Sale shall prevail over any other document of the Advertiser and/or the Agent (in particular orders, requests for reservation of advertising space, general conditions of purchase, etc.) and may only be amended by written agreement signed by WEBEDIA AND the Advertiser (or its Agent).

The fact THAT WEBEDIA does not avail itself at any given time of any of these General Terms and Conditions of Sale cannot be interpreted as constituting a waiver of any of the said conditions.

### 3. PRICES

The prices are stated exclusive of tax and shall include the taxes provided for by the regulations in force and, if applicable, any fees relating to the payment terms (such as bank charges). Prices may be changed at any time. Any new tariff will come into force as of its communication. The prices and the General Terms and Conditions applicable to the Advertising Proposals are those in force on the date of distribution of the Commercial Communications, provided that they have been communicated at the time of the conclusion of the Order Contract. Failing this, the applicable rates and terms and conditions are those in force on the date of conclusion of the Order Contract.

### 4. ORDER CONTRACTS OR ADVERTISING ORDERS

Any order relating to an Advertising Offer proposed BY WEBEDIA must be the subject of an Order Contract signed by the Advertiser or its Agent as the case may be.

#### 4.1 Order confirmation

The Purchase Contracts must be confirmed by the stamp and signature of the Advertiser or its Agent in the name and on behalf of the Advertiser, and sent by email to WEBEDIA to the normal commercial contact of the Advertiser or the Agent no later than 5 Days before the start date of the broadcast of the advertising campaign on the Media.

Failure to provide any written confirmation shall automatically result in the free AVAILABILITY to WEBEDIA of the previously reserved space or impressions that may be assigned to any other Advertiser.

Only advertising orders signed by the Advertiser or its Agent shall be taken into account. However, WEBEDIA may, at its sole discretion, take into account the Order Contracts issued by an Advertiser or Agent acting in the name and on behalf of the Advertiser, if the intention to enter into the contract in accordance with the Special Terms and Conditions is manifest. A clear intention to enter into the said contract shall be understood to mean the delivery of the Technical Elements, and/or the payment made

by the Advertiser or its Agent, if authorised to do so, of the rate provided for in the Order Contract.

#### 4.2 Mandate certification

In the event that the Order Contract is sent to WEBEDIA by an Agent, the Advertiser must send WEBEDIA, before the start of the advertising campaign, mandate certification accrediting the intermediary and specifying the current year or a specified period and the products and missions determined. Mandate certifications must be sent:

- in writing to WEBEDIA - WEBEDIA BRAND SOLUTIONS Régie publicitaire, 2, rue Paul Vaillant Couturier, 92300 Levallois-Perret.

- by e-mail: in PDF format to the Advertiser's usual commercial contact and in any case to [compta.clients@webedia-group.com](mailto:compta.clients@webedia-group.com)

In the event of a change or termination of the mandate during the year, the Advertiser shall immediately inform WEBEDIA thereof by registered letter with acknowledgement of receipt and by e-mail (contacts above), it being specified that such modification or termination shall be validly enforceable on WEBEDIA as from receipt of the registered letter with acknowledgement of receipt informing it thereof.

The Order Contract is personal to the Advertiser and linked to a product or service, brand, trade name or a sign. They may not be modified without the consent of WEBEDIA and may not in any way be assigned by the Advertiser or the Agent with regard to third parties.

#### 4.3 Order postponement

Any postponement of a previously confirmed Order Contract must be notified by e-mail to the commercial contact in charge of the Advertiser or its Agent, and shall only take effect from its receipt by WEBEDIA. In the case of a request for postponement, for receipt of the request before 5 days of the scheduled start date, WEBEDIA shall charge a penalty of 35% of the Net Amount excluding tax of the postponed Order Contract, without prejudice to any costs, charges and other fees of WEBEDIA. No request for postponement received by WEBEDIA less than 5 Days prior to the scheduled start date will be accepted by WEBEDIA. No compensation may be claimed from WEBEDIA by the Advertiser or its Agent if the delay in the start of the campaign concerned by the Order Contract is attributable to a delay in delivery of Technical Elements by the Advertiser or its Agent to WEBEDIA.

#### 4.4 Modification of the Order

Any modification of the Purchase Contract already confirmed (excluding postponement provided for in 4.3) concerning the Advertiser's advertising elements to be broadcast (format, duration) or the Commercial Terms (sales method and benchmarks determining the volume of advertising impressions to be delivered, distribution media etc.) is subject to prior validation by WEBEDIA and subject to an update, through a new Order Contract, of the applicable Commercial Terms (tariff, potential increases, etc.).

### 5. DELIVERY AND COMPLIANCE OF ADVERTISING MESSAGES

#### 5.1 Advertiser's Liability

**5.1.1 Commercial communication(s):** The Advertiser guarantees that the Commercial Communication(s) included in the Technical Elements to be inserted on the Media marketed by WEBEDIA does not contravene any applicable right, rule or legislation or the recommendations of the competent professional regulatory authorities in the territory of distribution of the Service and/or Commercial Communications (see, for example, the European Alliance for Advertising Ethics; the French Autorité de Régulation Professionnelle de la Publicité (ARPP) (France) etc.), and that it does not contain any content or slogan(s) which are defamatory and/or harmful to third parties.

WEBEDIA cannot be held liable by the Commercial Communications, which are broadcast under the sole responsibility of the Advertiser.

The Advertiser shall remain solely responsible for verifying the compliance of the said Commercial Communication(s) with the legislation specific to its activity and its products or services that are the subject of the Commercial Communication(s), including the regulation of dedicated advertising. In any event, the Advertiser remains fully responsible for the information it transmits to WEBEDIA regarding the names, brands, slogans, logos, composition, qualities and performance of its products and services promoted in this context. As such, the Advertiser undertakes to verify the allegations and images relating to its names, brands, slogans, logos, products and/or services. The Advertiser guarantees WEBEDIA, the media publishing company, their respective legal representatives and the publication director(s) for damages that may be pronounced against them as a result of a claim related to non-compliance with the legislation specific to the Advertiser's activity and/or against all the consequences of an action that is due to the inaccuracy of the information provided by it on the name, mark(s), logo(s), slogan(s), products, services, promotional operations of the Advertiser, or the elements it has validated.

The Advertiser shall be responsible for obtaining in advance and at its own costs all rights (intellectual property rights including copyright, rights related to copyright, rights to distinctive signs (trademarks, logos, etc.), rights to personality attributes of persons (voice, names, etc.) and authorisations required for the broadcasting in whole or in part, directly or indirectly, of the Commercial Communications and for the payment of any related rights and certifies that it has such rights. Commercial Communications shall be delivered to WEBEDIA together with the information required by law and/or requested by the beneficiaries (particularly by the collective management bodies of intellectual property rights).

In particular, in the event of a musical illustration, the Technical Elements must also be submitted to WEBEDIA together with the information required by law and the information that may be requested from WEBEDIA, by the beneficiaries and the collective management bodies of intellectual property rights (SACEM, SDRM, SPRE, SSCP, SPPF). The price of the distribution rights for musical illustrations that WEBEDIA should pay to the holders of intellectual property rights, including collective management organisations, for the distribution of commercial communications incorporating the Technical Elements shall be re-invoiced to the Advertiser at cost plus the management cost specified in the Order Contract.

In return for the sale of the advertising space by WEBEDIA to the Advertiser, the Advertiser grants WEBEDIA, without any other consideration, the following rights to the Commercial Communication(s): (i) the rights of representation and communication to the public on the Media and by any means (program streams, etc.) (ii) the right to reproduce and, where applicable, make the necessary technical adaptations for the purposes of broadcasting for all broadcasting territories, it being specified that the service is accessible worldwide, for advertising, information and communication purposes, for the duration and broadcasting plan agreed between the Parties.

The Advertiser guarantees and undertakes to hold harmless and to indemnify WEBEDIA, its managers and director(s) of publication against any claim based on the fact that the Commercial Communication(s) violate(s) third party rights, applicable law and/or advertising ethics and shall indemnify them in the course of time, against all resulting consequences including damages or contractual indemnities and more generally any costs, charges and expenses that they may have to bear as a result, including advisory fees and expenses.

The Advertiser undertakes to inform WEBEDIA as soon as it becomes aware thereof, by any written means of any claim whatsoever concerning the Commercial Communication(s), so as to protect the rights and interests of WEBEDIA in particular.

The Advertiser undertakes to provide Technical Elements free of viruses and/or any other similar element likely to affect the proper functioning of the Service and other distribution media marketed by WEBEDIA. In the event of hacking, the Advertiser undertakes to remove the Technical Element(s) in question without delay. In any event, WEBEDIA may remove, without delay or notice, any Technical Element hacked and/or containing a virus or element of a similar nature, without prejudice to any damages for the benefit of WEBEDIA and the media publisher. However, in this case, the Advertiser may not benefit from any compensation due to this removal. WEBEDIA may ask the Advertiser for a better structuring of its data, databases and/or Technical Elements.

**5.1.2 Creations:** In the event that the Advertiser instructs WEBEDIA to design and/or provide technical Elements and/or creations necessary for the dissemination of its Commercial Communication(s), the Parties shall agree on the financial terms and conditions of performance and operation applicable by a specific production contract, it being already agreed between them that:

1) the technical elements and/or creations produced by WEBEDIA may only be used by the Advertiser, (i) for the purposes of the Commercial Communications governed by the Purchase Agreement and the General Terms and Conditions of Sale, (ii) which shall be distributed exclusively on the media marketed by WEBEDIA and (iii) only in the format, territory and distribution period agreed with WEBEDIA in the production contract;

2) the Advertiser shall bear the full price and costs of taxes, intellectual property rights relating to the realisation and/or exploitation of the elements for which it entrusts the supply and/or realisation to WEBEDIA, under the conditions agreed between the Parties in the specific production contract.

**5.1.3 Games and Prizes:** Any Commercial Communication(s) associated with a game (legally authorised promotional lotteries, contests, etc.) implies, as an obligation of result, that the Advertiser provide WEBEDIA, within the deadlines and under all the required guarantees, with the planned prizes or to pay the price thereof. The nature and number of prizes offered as part of a Game are determined by mutual agreement between the Parties and, where applicable, with the media publisher.

The Advertiser guarantees the safety and absence of defects in the prizes and their packaging that it supplies within the meaning of the applicable laws and regulations. In the event of default by the Advertiser for any reason whatsoever, WEBEDIA shall, in the event of a letter of formal notice sent to the Advertiser by recorded delivery with acknowledgement of receipt, which has remained unheeded 8 (eight) Days following its date of first presentation, provide or have provided by a third party the prizes to the winners and invoice the Advertiser for all costs and expenses incurred for this purpose. The Advertiser shall pay these costs without delay, without prejudice to any additional compensation.

Any access by the Advertiser to the winner identification data shall not give it any right of use and shall be subject to compliance with the provisions set out in the Contract. Any disclosure or quotation of the winners by the Advertiser or its service providers (including only the first letter of their first and last name) is prohibited even for the purposes of promoting the Game, without the prior and specific agreement of the persons concerned, WEBEDIA and any company organising the Game.

#### **5.2 WEBEDIA's liability**

Any interruption or impossibility of distribution on the marketing media specified in the Order Contract, whether or not following a Force Majeure event or a technical incident, shall release WEBEDIA from any liability; the Advertiser or its Agent shall be notified by WEBEDIA. It will then have the choice between a credit note for the remaining Net Amount excluding tax to be distributed, and a compensation in the form of additional advertising impressions on the service(s) provided for in the Order Contract.

#### **5.3 Compliance of advertising messages**

WEBEDIA reserves the right to refuse performance or to interrupt any Order Contract if the Technical Elements provided:

- appear to be non-compliant with the laws, regulations and practices governing commercial advertising and communication (particularly relating to prohibited sectors) as well as the interests of WEBEDIA,
- appear to be non-compliant with the editorial line of the media marketed by WEBEDIA, or do not correspond to the content of the program, section and/or page and/or any other digital media derived from the service with which the Advertiser wishes to see its Commercial Communication associated,
- if an administrative authority requests WEBEDIA to cease the diffusion,
- if a competent authority deems a posteriori that a message is non-compliant and prohibits any further diffusion and/or requests its withdrawal.

In these cases as well as in all cases of non-compliance of a Commercial Communication provided within the Technical Elements, the Advertiser shall be required to pay the full

amount of the Order Contract, as well as, where applicable, advanced intellectual property rights, technical costs in addition to any compensation, related to the dissemination of the Commercial Communication, WEBEDIA shall not be liable for any compensation or indemnity to the Advertiser, its Agent or interested third parties.

Without prejudice to the sole liability of the Advertiser and its Agent, WEBEDIA (see above) is entitled to request from the Advertiser and/or its Agent any document necessary to assess the compliance of messages with the laws, regulations and practices governing advertising and commercial and digital communication. The Advertiser and/or its Agent undertake to communicate this information as soon as possible.

Any re-routing operation may only be carried out for a site or platforms expressly approved in advance and in writing by WEBEDIA. Any site or platform benefiting from re-routing and modified without the prior consent of WEBEDIA shall be stopped without any formality and without compensation or payment of any compensation of any kind whatsoever in favour of the Advertiser or its Agent.

#### **5.4 Delivery of Technical Elements and Assignment of Rights**

The Advertiser or its Agent shall submit to WEBEDIA, for each Order Contract, the corresponding Technical Elements, previously approved by WEBEDIA, no later than 5 Days before the planned date of diffusion on the media, by e-mail to the Ad & Delivery Solutions traffic@webedia-group.com department, including a copy to the commercial contact in charge of the Advertiser and/or its Agent.

Each Technical Element must be labelled with the following information: advertiser and campaign names, campaign number, campaign number shown on the Order Contract, message text, graphic elements.

In the event of late delivery of the Technical Elements or non-compliance with the characteristics provided (format, content, quality, etc.), WEBEDIA reserves the right not to diffuse them, in whole or in part. The entire price of the spaces and impressions reserved shall be due by the Advertiser or its Agent, whether or not the Technical Elements have been distributed. In any event, no compensation may be claimed from WEBEDIA by the Advertiser or its Agent if a delay (start or end) of the campaign concerned by the Order Contract is attributable to late delivery of Technical Elements by the Advertiser or its Agent to WEBEDIA.

For the purposes hereof, the Advertiser grants WEBEDIA a licence to reproduce, represent, modify and use all the Technical Elements it provides and in particular its data, databases and/or data flows, for the whole world, on a non-exclusive, assignable basis and for the duration of the Order Contract.

#### **6. DIFFUSION OF ADVERTISING MESSAGES**

WEBEDIA shall perform the Order Contracts in accordance with the information contained in these documents and the broadcasting plan to be agreed, it being understood that standard advertising impressions on a web page marketed by WEBEDIA have a duration of 25 seconds.

After this period, a new advertising call is made, resulting in the display of a new impression which may, if necessary, be allocated to a different advertiser to that of the previous impression.

#### **7. TAGS, COOKIES AND TRACKERS**

WEBEDIA attaches particular importance to compliance with the regulations on privacy and the protection of personal data, as governed by the recommendations of the French Data Protection Authority (CNIL) for France, the European Data Protection Committee, the country's case law, the European "e-privacy" Regulation, the General Data Protection Regulation of 26 April 2016 and local laws in the European Union (together, the "Personal Data Regulations").

In accordance with the Data Protection Regulations, cookies are separated into categories relating to purposes (statistics/efficiency measures, advertising/advertising targeting, social networks) for which free and informed consent must be obtained from the Internet User. As such, WEBEDIA and the Advertiser are jointly responsible for compliance with the applicable regulations.

#### **7.1 Compliance with the regulations applicable to data protection and cookies**

In accordance with the Personal Data Regulation, cookies are separated into categories relating to their purpose (statistics / social media / effectiveness measures, advertising / advertising targeting) for which the unambiguous, free and informed consent of the Internet user must be collected. It is recalled that WEBEDIA and the Advertiser are joint data controllers for determining the means used for depositing tags, cookies and other trackers for the collection and communication by transmission of personal data of visitors to WEBEDIA websites. The fact that WEBEDIA does not itself have access to personal data collected and transmitted to the Advertiser or its Agent with whom it jointly determines the means and purposes of processing personal data, does not prevent it from having the capacity of data controller.

The Advertiser undertakes both in its name and on its behalf and in the name and on behalf of any existing service provider and/or agent and sub-contractors to comply with all applicable legal, regulatory and/or ethical provisions relating to the protection of the user's data (including behavioural targeting) and generally undertakes to secure their data. The Advertiser and the Agent each undertake to have integrated all of the provisions of the Personal Data Regulations internally and to have documented all the related procedures, to have implemented the necessary security measures in particular in relation hereto, to have updated the register of activities and, where applicable, have appointed a DPO, in addition to calling on trusted processors. Furthermore, in the event of a change in the applicable data protection rules during the year, the Advertiser undertakes to comply with them.

Under no circumstances may tags, cookies and other similar trackers inserted in the Technical Elements provided by the Advertiser or its Agent collect personal data within the meaning of the definition given by the Personal Data Regulations, without the authorisation of WEBEDIA. Thus, before any tags, cookies or other trackers are deposited, the Advertiser or its Agent must bring to the attention of WEBEDIA any useful information relating to:

- the technical characteristics of the trackers deposited,
- the type of information collected through the trackers,
- the purpose of the information collected through the trackers,
- the recipient(s) of the information collected through the trackers,
- the length of time that trackers are kept on the Internet user's device (it being specified that the trackers deposited must not be kept on the Internet user's device beyond the legal time limit in accordance with the Personal Data Regulation,
- the place where the data is hosted and stored, it being understood that on the date of signature of these General Terms and Conditions, the Advertiser undertakes only to use data processing means located on the territory of a member state of the European Economic Area. Thus, when transmitting data between WEBEDIA and the Advertiser, the Parties agree not to disclose or transfer the data, even for transit purposes or by means of remote access, to a third party or processor operating in a country located outside the European Economic Area, so that WEBEDIA shall not be considered as an "exporter" of data within the meaning of the decision of the European Commission (2004/915/EC). In the event that the Advertiser wishes to use means of processing located in a country that does not provide an adequate level of protection, it undertakes to obtain prior written authorisation from WEBEDIA, the Parties must then negotiate in good faith and sign the standard contractual clauses adopted on 4 June 2021 by the European Commission setting out the transfer between two data controllers.

WEBEDIA undertakes to (i) inform users and allow them to give their prior consent to the deposit and/or processing of categories of cookies on their devices and (ii) manage the choices of the Visitors, particularly in case of refusal of certain categories of cookies. In this context, the Advertiser undertakes not to collect sensitive data, nor information that could by inference be categorised as such within the meaning of the Personal Data Regulation, from all or part of the audience of WEBEDIA websites.

The Advertiser shall assume all direct or indirect consequences that may arise from non-compliance with these provisions, without WEBEDIA being held liable. Thus, without prejudice to the other provisions hereof, if during the circulation of a Commercial Communication, WEBEDIA discovers a breach of this article, WEBEDIA reserves the right, without the Advertiser or its Agent being able to claim any compensation and without prejudice to the other rights of WEBEDIA, to:

- ask the Advertiser or its Agent to modify or deactivate tags, cookies and other trackers inserted in advertising creations without delay
- suspend the campaign until receipt of the advertising material without tag, cookie or other trackers. In this case, the Advertiser will be liable for technical costs and any compensation related to the deposit or processing of the tag, cookie or other trackers in question, without prejudice to any damages and legal fees whose reimbursement could be claimed in court by WEBEDIA due to any breach of the Advertiser's obligations. WEBEDIA shall not determine the purposes and means of personal data processing operations carried out subsequently by the Advertiser, after their transmission to the latter, so that WEBEDIA cannot be considered responsible for these operations.

#### 7.2 Campaign statistics reference

It is expressly agreed that the data collected by means of cookies, tags, trackers by the Advertiser on its Technical Elements are for information purposes only, and only the advertising statistics provided by WEBEDIA's tool(s) shall prevail between the Parties in calculating the volume of commercial communications and impressions broadcast on the service, as well as the visibility and completion rates, or the impression rates on socio-demographic targets.

#### 7.3 Cookies, tags, trackers the sole purpose of which is the counting of impressions, the measurement of the visibility rate, or the definition of the socio-demographic profile of those exposed to the campaign

WEBEDIA must be informed by the Advertiser or its Agent, at the time of the negotiation of the Order Agreement, of the insertion of tags, cookies or other trackers within the Technical Elements the sole purpose of which is to measure the effectiveness of commercial communication: counting impressions, display visibility rates (via third-party technologies such as Integral AdScience, Meetrics, MOAT, Maxifier, etc.), or definition of sociodemographic profile of exhibits (via third-party technologies such as Nielsen DAR, or comScore VCE, Mediarithmics). The transfer of such data to any third party is not authorised, except to WEBEDIA if a request is made to this effect to the Advertiser or its Agent.

The Advertiser or its Agent shall be responsible for the proper functioning of these tools for the removal of cookies, tags, and/or trackers and undertakes in particular to remedy as soon as possible any malfunction notified to it by WEBEDIA.

#### 7.4 Cookies, tags, trackers with other purpose(s) other than the simple counting of impressions, measuring the visibility rate, or defining the socio-demographic profile of the exposure to commercial Communication

Any insertion of cookies, tags or other trackers in the Technical Elements provided to WEBEDIA and/or inserted in digital media marketed by WEBEDIA, aimed at collecting any data, and for purposes other than counting impressions, the visibility rate on the screen (via third-party technologies such as Integral AdScience, Meetrics, MOAT, Maxifier, etc.), or the definition of socio-demographic profile of exhibits (via third-party technologies such as Nielsen DAR, or comScore VCE, Mediarithmics) is prohibited, without the prior express written consent of WEBEDIA. The authorisation request must detail all the purposes of cookies and other trackers for which insertion in the Technical Elements is requested, the types of data collected by these trackers, their storage period and the recipients of this data.

In general, WEBEDIA undertakes to delete, limit or anonymize, at its choice, the personal data collected and/or processed hereunder, in accordance with the purposes of the systems put in place.

### 8 CONDITIONS OF DISTRIBUTION AND CLAIMS

8.1 WEBEDIA may send a report including proof of distribution to the Advertiser or its Agent after the end of the performance of an Order Contract. Any complaint, in

particular, regarding the technical aspects of the diffusion of the message or the statement must, under penalty of inadmissibility, be sent by email to the sales contact in charge of the Advertiser and/or its Agent as well as to the Ad & Delivery Solutions department at [traffic@webedia-group.com](mailto:traffic@webedia-group.com), and indicate precisely the alleged grievances. This request can only be admissible if the Purchase Order specifically provided for a performance commitment and must be sent within 5 Days of sending the balance sheet, failing which, it will not be taken into account. No claims regarding commercial benefits, the advertising environment of Commercial Communications shall be considered. WEBEDIA and the media publisher exclude any liability in this respect.

8.2 It is recalled that insertions may be modified according to technical requirements or programming (current, sporting or other events, etc.) or as a result of circumstances beyond its control, without its liability or that of WEBEDIA being called into question. Failure to broadcast will not give entitlement to any compensation, and may, as far as possible, be the subject of a new plan order for which only the broadcasts made will be invoiced by WEBEDIA.

8.3 In all cases the Advertiser and its Agent will not be able to lodge a dispute, if the advertising insertion in which the Commercial Communication has been diffused has complied with the media plan signed by the Advertiser or its Agent, it being recalled that the diffusion schedule titles for programs that can be sponsored, as well as the layout for the diffusion of trailers are provided for information purposes only and do not constitute a guarantee of the diffusion schedule. The delay or modification of the diffusion schedule does not affect the proper performance of the Order Contract and the Advertiser shall remain liable for the full amount of the agreed price.

8.4 The Commercial Communication diffusion shall be invoiced on the basis of the rate applied to the time slot for the commencement of the advertising screen. In the event of a dispute, the start-up programming schedule of the advertising screen shown on the distribution documents shall prevail. In the event of an advertising slot slipping into a time slot not included in the media plan, the audience taken into account will be that of the diffusion time slot. In the event of a dispute, the time stamp of the antenna shall be taken as proof.

8.5 WEBEDIA assesses at its sole discretion the programs diffused on the media, their programming schedules, advertising slots, format and order of display and insertion of Commercial Communications that may be broadcast and reserves the right to modify them. No exclusivity is reserved for an Advertiser in any form whatsoever. WEBEDIA reserves the right to refuse, without having to justify it and without payment of compensation, the order of Commercial Communications which it considers to be contrary to the editorial line of its service and/or its programs and more generally its activities, of which it is the sole judge, or whose origin may seem to it to be dubious or which may be contrary to the rules of its profession, and/or likely to affect the regulations applicable to commercial communications, public order, good morals or to conflict with moral, religious, cultural and political beliefs of users viewing the service.

8.5 Messages that may cause confusion between the Commercial Communication and the programs broadcast by WEBEDIA must be submitted to it at least 10 days before the start of the broadcast.

### 9 INVOICING AND PAYMENT

Without prejudice to the provisions applicable to the General Terms and Conditions, WEBEDIA issues the invoices and credits monthly, as the service progresses (or, as an exception specified in writing by the Parties, on the campaign end date), with a copy of the original at the address of the Agent expressly authorised for payment, in accordance with the confirmation of mandate. The Advertiser shall, in all cases, be responsible for the payment of orders, any corresponding costs (international transfer costs, taxes, etc.) and shall remain liable for payment in the absence of payment by the Agent it has appointed.

The delivery of the Services is considered in these Specific Terms and Conditions as carried out on the first day of broadcast of the Commercial Communications provided for in the Order Contract.

The Advertiser and the Agent are jointly and severally liable for the full payment of invoices. In the event that the Agent has paid WEBEDIA, it may not go back on its payment in the event that the Advertiser has not finally paid itself.

Any payment in the form of an exchange shall not give rise to the application of the conditions of payment and invoicing provided for in this Article and shall be the subject of a specific exchange contract.

### 10 SUSPENSION / EARLY TERMINATION

If WEBEDIA receives complaints concerning the Advertiser, the Agent, the Technical Elements and/or if one of the latter breaches any provision hereof, WEBEDIA may, at its option and without prejudice to its other rights, suspend or terminate this Contract immediately, by operation of law and without legal intervention, upon written notice to the Advertiser and the Agent if applicable. In addition, in the event of a breach by one of the Parties of any of its obligations, the non-defaulting Party, without prejudice to any other recourse or action it may exercise, may automatically terminate without further formality, the Purchase Contract at the end of a period of eight (8) days following the sending of a registered letter with acknowledgement of receipt which remains without effect. The termination does not release the Advertiser from payment of the sums due or obligations under guarantees and confidentiality.

### 11 MISCELLANEOUS

In the event of application of the law of 29 January 1993 known as the "Sapin Law", the Advertiser (and, where applicable, the Agent) shall immediately provide any relevant information to WEBEDIA and assist it in this context. Thus, in the event of an agent, paying or not, the Advertiser shall spontaneously provide the detailed contact details and in accordance with the Sapin Law, of the other parties involved. In the event of a non-paid agent, the Agent shall immediately provide the contact details of the end customer (advertiser), particularly for the purposes of payment of invoices. The Agent shall remain jointly and severally liable for payment of the final customer's invoices.



Electronic documents and in particular emails shall constitute proof between the Parties, provided that the person from whom they originate may be identified. The Parties acknowledge that the data and information collected by WEBEDIA on its servers, materials and equipment shall constitute proof between the Parties.

## SPECIFIC TERMS AND CONDITIONS TO CONTENT ORDERS

### Preamble

If applicable, the following Specific Terms and Conditions of Services complement the WEBEDIA General and Special Terms and Conditions. The provisions of the WEBEDIA General and Special Terms and Conditions not modified by the following Specific Terms and Conditions remain fully applicable.

### 1. Definitions

**Content:** any content created by WEBEDIA, whether advertising and/or promotional or not, broadcast, in accordance with the legislation and regulations in force, particularly within advertising spaces, or outside advertising spaces, such as sponsored content, product placements, sponsorship operations and/or production of content known as "brand content" associated and/or integrated into the programs covered by the Services and broadcast via the Media.

**Technical Elements:** all equipment (image files, videos, texts) to be provided by the Customer or its Agent to WEBEDIA for broadcast on the Media or for creation of dedicated spaces on the media, and in accordance with the technical specifications provided on <http://specs.webedia.fr/> and the provisions herein.

**Agent:** any professional intermediary who acts on behalf of and in the name of a Customer to order the creation and/or production of Content from Webedia and/or any third-party producers it may replace, pursuant to a written mandate agreement. Mandate certification must be provided to WEBEDIA upon delivery of the order. WEBEDIA shall not be obliged to perform any order or production order not signed by the Customer or its Agent or placed by an Agent whose mandate has not been justified.

**Net Tariff Amount before Tax** ("Exclusive of tax"): means the gross insertion price paid and, if applicable, created, after deduction of any discount, and before application of all duties and taxes at the legal rate in force relating to advertising orders, payable by the Customer.

**Production Offer / Services:** all the Services offered to Customers relating to the design, creation, realisation and production of Content ordered by the Customer or its Agent from WEBEDIA.

**Media:** any distribution medium for the Content as provided for in the Special Terms and Conditions.

### 2. Purpose

These Specific Terms and Conditions apply to the order by the Customer or its Agent for the design, creation, realisation and production (hereinafter referred to collectively as "the Services") of Content intended to be distributed within the Media.

### 3. ORDER CONTRACTS OR PRODUCTION ORDERS

3.1 Any order relating to a Production Offer proposed by WEBEDIA must be the subject of a Webedia Contract signed by the Customer or its Agent from time to time.

The Webedia Contract must be confirmed by affixing the stamp and signature of the Customer or its Agent acting in the name and on behalf of the Customer, and sent by e-mail to WEBEDIA to the usual commercial contact of the Customer or the Agent from their signature date so as to enable WEBEDIA to implement and deliver the Services ordered in accordance with the schedule agreed upon and in relation to the Content broadcasting plan.

Any delay in sending written confirmation with regard to the conditions set out above shall automatically and for an equivalent period result in the postponement of the schedule for providing the Services ordered. If WEBEDIA does not receive written confirmation, WEBEDIA shall have the right not to take account of the order and shall automatically recover the free availability of advertising spaces or previously reserved impressions that may be assigned to any other Customer.

Only Contracts signed by the Customer or its Agent shall be taken into account. However, WEBEDIA may, at its sole discretion, take into account orders issued by a Customer or an Agent acting in the name and on behalf of the Customer, if the intention to conclude the contract in accordance with the Special Conditions and GTCS is clear. A clear intention to enter into the said contract means the delivery of the Technical Elements, and/or the payment made by the Customer or its Agent, if authorised, of the price stipulated by the order in respect of, on the one hand, the Services and, on the other hand, the reservation of advertising spaces.

#### 3.2 Order postponement

Any adjournment of a previously confirmed order must be notified by e-mail to the sales contact in charge of the Customer or its Agent, and shall only take effect upon receipt by WEBEDIA. In the case of a request for postponement, for receipt of the request at least five (5) days before the scheduled start date, WEBEDIA shall invoice a fee of 35% of the net amount excluding tax of the order, without prejudice to additional costs incurred by the postponement (e.g., changes to the broadcasting plan, availability of directors, filming locations, actors, etc.). No postponement request received by WEBEDIA less than five (5) days prior to the scheduled order start date shall be accepted by WEBEDIA.

No compensation may be claimed from WEBEDIA by the Customer or its Agent from WEBEDIA if the delay in the start of the campaign concerned by the Order is due to a delay in delivery of Technical Elements by the Customer or its Agent to WEBEDIA.

#### 3.3 Modification and Delivery of the Order

Any modification of the order already confirmed concerning the elements of the Customer and/or the Content to be broadcast (format, duration, timing, artists, etc.) is subject to prior validation by WEBEDIA and revision of the conditions, particularly financial and, if necessary artistic, formalised by amendment to the Order Contract (tariff, possible increases, etc.).

WEBEDIA undertakes to deliver the order in accordance with the synopsis, scenario, story board, specifications appended to the Special Conditions and approved by the Customer at pre-production meetings.

WEBEDIA shall submit to the Customer a final assembly proposal, which it will be entitled to accept or not. In the event that this version is not accepted or is accompanied by reservations, WEBEDIA undertakes to make, on the basis of the conditions set out in the Special Terms and Conditions, any reasonable changes requested by the Customer. The order will be deemed completed and delivered on the date of unreserved acceptance of the final version by the Customer. Should the Parties fail to reach an agreement on a final version of the order despite the changes made by WEBEDIA, it is understood that the Customer may not demand reimbursement of the sums already paid which shall remain definitively acquired by WEBEDIA.

The Content may be used by the Customer, in accordance with the provisions of the Specific Terms and Conditions, unless otherwise agreed in the Special Terms and Conditions.

### 4. DELIVERY AND COMPLIANCE OF CONTENT

#### 4.1 Customer's liability

4.1.1 Content made from the Technical Elements provided by the Customer or its Agent:

(a) The Customer and its Agent guarantee that the Technical Elements shall not contravene any applicable right, rule or legislation or the recommendations of the competent professional regulatory authorities in the territory of distribution of the Service and/or Content (see, for example, the European Alliance for Advertising Ethics, the Autorité de Régulation Professionnelle de la Publicité (ARPP) (France) etc.), and that it does not contain any defamatory and/or harmful content or slogan(s) against third parties. WEBEDIA or its affiliates shall not be held liable for the Content, which is distributed under the sole responsibility of the Customer.

(b) In general, including if the Services ordered by the Customer incorporate the design and realisation by WEBEDIA of Content, the Customer shall remain solely liable for verifying the compliance of said Content with the legislation specific to its activity and its products or services subject of the Content, including the regulation of dedicated advertising. In any event, the Customer remains fully responsible for the information it transmits to WEBEDIA regarding the names, brands, slogans, logos, composition, qualities and performance of its products and services promoted in this context. As such, the Customer undertakes to verify the allegations and images relating to its names, brands, slogans, logos, products and/or services. The Customer guarantees WEBEDIA and its affiliates, their respective legal representatives and the publication manager(s) against damages that may be awarded against them as a result of a claim related to non-compliance with the legislation specific to the Customer's business and/or against all consequences of an action that may be caused by the inaccuracy of the information provided by the Customer regarding the name, brand(s), logo(s), slogan(s), products, services, promotional operations of the Customer, or in the elements it has validated.

(c) In the event that the Customer provides the Technical Elements, the Customer shall be solely liable for obtaining all rights (intellectual property rights, including author's economic rights, rights related to author's rights, rights to distinctive signs (brands, logos, etc.), rights to the personality attributes of persons (voice, names, etc.) and authorisations necessary for the broadcasting in whole or in part, directly or indirectly, of the Content and the payment of any related rights and certifies that it has the said rights. The Technical Elements must be delivered to WEBEDIA together with the information required by law and/or requested by the beneficiaries (particularly by the collective management bodies of intellectual property rights).

(d) Similarly, and in particular, in the case of a musical illustration, the Technical

Elements must also be submitted to WEBEDIA together with the legal statements and information that may be requested from WEBEDIA, by the rights holders and collective management bodies of intellectual property rights (SACEM, SDRM, SPRE, SCPP, SPPF). The price of the rights to broadcast musical illustrations that WEBEDIA should pay to the holders of intellectual property rights, including collective management organisations, for the broadcasting of the Content incorporating the Technical Elements shall be re-invoiced to the Customer at cost plus the management cost specified in the Purchase Order.

(e) For the purposes of producing and distributing the Content incorporating the Technical Elements, the Customer grants WEBEDIA, without any other consideration, the following rights to the said Technical Elements and Content: (i) the rights of representation and communication to the public on the distribution media used by WEBEDIA within the framework of the broadcasting plan agreed with the Customer by any means (program streams, etc.) (ii) the right to reproduce and, where applicable, make the necessary technical adaptations for the purposes of the implementation and distribution for all distribution territories, it being specified that in particular the Media are accessible worldwide, for advertising, information and communication purposes, for the duration and broadcasting plan agreed between the Parties.

(f) The Customer guarantees and undertakes to hold WEBEDIA and its affiliates, their respective managers and the publication manager(s) harmless against any claim based on the fact that the Technical Elements infringe the rights of third parties, applicable law and/or advertising ethics and shall indemnify them in the course of time, for all consequences arising thereof, including damages or settlement indemnities and more generally any costs, charges and expenses that they may have to bear as a result, including advisory fees and expenses.

The Customer undertakes to inform WEBEDIA as soon as it becomes aware thereof, by any written means of any claim in any respect whatsoever concerning the Content, in such a way as to protect the rights and interests of WEBEDIA and its affiliates.

(g) The Customer or its Agent shall submit to WEBEDIA, for each confirmed Purchase Order, the corresponding Technical Elements, previously approved by WEBEDIA, no later than 20 Days prior to the date of completion of the order by e-mail including a copy to the commercial contact in charge of the Customer and/or its Agent.

Each Technical Element must be labelled with the following information: names of the Customer and the order, order number appearing on the Purchase Order, text of the Content, graphic elements.

In the event of late delivery of the Technical Elements or non-compliance with the characteristics provided (format, content, quality, etc.), WEBEDIA reserves the right not to incorporate them in whole or in part in the Content. The full price of the Purchase Order shall remain due by the Customer or its Agent. In any event, no compensation may be claimed from WEBEDIA by the Customer or its Agent if a delay (start or completion) of the campaign concerned by the order is attributable to a delay in delivery of Technical Elements by the Customer or its Agent to WEBEDIA.

For the purposes hereof, the Customer grants WEBEDIA a licence to reproduce, represent, modify and use all the Technical Elements it provides, including its data, databases and/or data flows, for the entire world, on a non-exclusive, assignable basis and for the duration of the confirmed Purchase Order.

The Customer undertakes to provide Technical Elements free of viruses and/or any other similar element likely to affect the proper functioning of the Service and other distribution media marketed by WEBEDIA. In the event of hacking, the Customer undertakes to remove the Technical Element(s) in question without delay. In any event, WEBEDIA may withdraw, without delay or notice, any Technical Element that has been hacked and/or that contains a virus or element of a similar nature, without prejudice to any damages for the benefit of WEBEDIA and its affiliates. However, in this case, the Customer may not benefit from any compensation due to this withdrawal. WEBEDIA may ask the Customer for a better structuring of its data, databases and/or Technical Elements.

**4.1.2 Creations:** The artistic and financial conditions relating to the creation by WEBEDIA or any third party that it replaces of all technical elements and/or of all of the graphic or audio-visual content comprising the Content ordered by the Customer shall be specified by the Special Conditions and also governed by these Specific Terms and Conditions. As such, the Parties already agree that, unless otherwise agreed in the Special Terms and Conditions:

- the Content designed and produced by WEBEDIA or any third party it replaces may only be used by the Customer, (i) for the purposes ordered, (ii) and only in the format, the Media, the territory and the distribution period agreed with WEBEDIA in the Special Terms and Conditions;

- the Customer shall bear the entire net cost excl. tax and the fees, taxes, intellectual property rights relating to the production and use of the Creations, as provided for in the Special Terms and Conditions. Upon delivery of the Content concerned, WEBEDIA shall provide the Customer with all summary documents allowing the identification of holders of copyrights and rights related to the copyright in order to enable the Customer to comply with its reporting and payment obligations with the relevant copyright holders and collective management bodies.

**4.1.3 Games and Prizes:** Any content associated with a game (legally authorised promotional lotteries, contests, etc.) implies, as an obligation of result, that the Customer provide WEBEDIA, within the deadlines and under all the required guarantees, with the planned prizes or to pay the price thereof. The nature and number of prizes offered as part of a Game are determined by mutual agreement between the Parties.

The Customer guarantees the safety and absence of defects in the prizes and their packaging it provides within the meaning of the applicable laws and regulations. In the event of default by the Customer for any reason whatsoever, WEBEDIA shall, in the event of a letter of formal notice sent to the Customer by registered letter with acknowledgement of receipt and remained unheeded for 8 (eight) Days from its date of first presentation, provide or have provided by a third party the prizes to the winners and invoice the Customer for all costs and expenses incurred to this end. The Customer shall pay these costs without delay, without prejudice to any additional compensation. Any access by the Customer to the winners' identification data shall not give it any right of use and shall be subject to compliance with the provisions set forth in the Contract. Any disclosure or quotation of the winners by the Customer or its service providers (including only the first letter of their first and last name) is prohibited even for the purposes of promoting the Game, without the prior and specific agreement of the persons concerned, WEBEDIA and any possible company organising the Game.

#### 4.2 WEBEDIA's liability

##### 4.2.1 Delivery of Content

WEBEDIA undertakes to create Content for the Customer that can be used and distributed on the Media specified in the Purchase Order.

WEBEDIA represents and certifies that it holds the exploitation rights attached to the Content necessary for the exploitation referred to herein. In this respect, WEBEDIA certifies that, for the proper performance hereof and subject to the Customer's compliance with its payment obligations as set out in the Purchase Order, it shall be responsible for all the remuneration owed to the authors and the actors, particularly in respect of the reproduction, communication and provision to the public for all the rights referred to herein, and that it shall enter into all contracts and obtain all necessary authorisations from the latter.

Subject to the Customer's full compliance with its obligations, WEBEDIA guarantees the Customer against all claims, particularly financial claims, which may arise from the rightful claimants, up to the limit of the liability ceiling provided for in these GTCS.

##### 4.2.2 Conformity of the Technical Elements

WEBEDIA reserves the right to refuse performance or to interrupt any Purchase Order if the Technical Elements provided:

- appear to it to be non-compliant with the laws, regulations and practices governing the planned advertising and communication (particularly relating to prohibited sectors) and the interests of WEBEDIA,
- appear to it to be non-compliant with the editorial line of the service published by WEBEDIA and the media marketed by WEBEDIA, or which do not correspond to the

content of the program, section and/or page and/or any other digital media derived from the Service with which the Customer wishes to see the Content associated,

- if an administrative authority requests the cessation of broadcasting,

- if a competent authority considers a priori that the Content is non-compliant and prohibits any further distribution and/or requests its removal.

In these cases, as well as in all cases of non-compliance of the Technical Elements incorporated in the Content, the Customer shall be bound to pay the full amount of the Purchase Order, as well as, where applicable, advanced intellectual property rights, and technical costs in addition to any compensation related to the broadcasting of the Content, WEBEDIA not being liable for any compensation to the Customer, its Agent or interested third parties.

Without prejudice to the sole liability of the Customer and its Agent, WEBEDIA shall be entitled to request from the Customer and/or its Agent any document necessary to assess the conformity of the Technical Elements with the laws, regulations and practices governing advertising and commercial and digital communication. The Customer and/or its Agent undertake to provide these elements as soon as possible.

Any re-routing operation may only be carried out for a site or platforms expressly approved in advance and in writing by WEBEDIA. Any site or platform benefiting from re-routing and modified without the prior consent of WEBEDIA shall be stopped without any formality and without compensation or payment of any kind of indemnity whatsoever in favour of the Customer or its Agent.

#### 5. NON-SOLICITATION

The Customer and, where applicable, its Agent, undertakes not to solicit, hire or have work in any way whatsoever, not to make, directly or indirectly, commitments to any person employed by WEBEDIA in connection with the production of the Content (including employees, influencers, actors) from the signature of the Purchase Order and for two (2) years following the end of the performance of the services. Any breach by the Customer or its Agent of this obligation shall result in the payment to WEBEDIA by the Customer, without prejudice to any damages that may be claimed by the latter and possibly awarded by a competent court, of compensation equal to twice the amount invoiced by WEBEDIA under the Purchase Order concerned.

#### 6. INVOICING AND PAYMENT

Without prejudice to the provisions applicable to the General Terms and Conditions, WEBEDIA issues invoices and credits monthly (or, as an exception specified in writing by the Parties, on the campaign end date), with a copy of the original at the address of the Agent expressly authorised for payment, in accordance with the confirmation of mandate. In all cases, the Customer shall be responsible for the payment of orders, any corresponding costs (international transfer costs, taxes, etc.) and shall remain liable for payment in the absence of payment by the Agent it has appointed.

Delivery of the Services is considered in these Specific Terms and Conditions to have been made on the first day of distribution of the message(s) provided for in the Purchase Order.

The Customer and the Agent are jointly and severally liable for the full payment of invoices. In the event that the Agent has paid WEBEDIA, it cannot go back on its payment in the event that the Customer has not finally paid itself.

Any payment in the form of an exchange shall not give rise to the application of the conditions of payment and invoicing provided for in this Article and shall be the subject of a specific exchange contract.

#### 7. EARLY SUSPENSION / TERMINATION

If WEBEDIA receives complaints about the Customer, the Agent, the Technical Elements and/or if one of them breaches any provision hereof, WEBEDIA may, at its choice and without prejudice to its other rights, suspend or terminate the Purchase Order immediately, automatically and without legal intervention, upon written notice to the Customer and the Agent if applicable. In addition, in the event of a breach by one of the Parties of any of its obligations, the non-defaulting Party, without prejudice to any other recourse or action it may exercise, may automatically terminate without further formality, the Purchase Order at the end of a period of eight (8) Days following the sending of a registered letter with acknowledgement of receipt which remains without effect. Termination shall not release the Customer from payment of the sums due or obligations under guarantees and confidentiality.

## SPECIFIC CONDITIONS TO AFFILIATE SERVICES

### Preamble

If applicable, the following Specific Terms and Conditions for Affiliate Services supplement the WEBEDIA General and Special Terms and Conditions. The provisions of the WEBEDIA General and Special Terms and Conditions not modified by the following Specific Terms and Conditions remain fully applicable.

The Customer operates several sites and content, including, for example, product catalogues. WEBEDIA has many media with a certain traffic enabling the Customer to gain greater visibility of its content and announcements.

### 1. DEFINITIONS

“**Campaign**” means a campaign as determined by the Parties in the Special Terms and Conditions.

Payment “**click(s)**” means the display of the Intermediary Page that arrives through a valid click of a Link, by a User, present on the Media. The Payment Clicks are counted by a third-party tool that is not under WEBEDIA’s control. All displays are counted, without the possibility of any notions of session. Clicks that are, or which WEBEDIA considers to be recorded in error, fraudulent or doubtful, are not considered to be Payment Clicks.

“**Link(s)**”: means a hypertext link, published or available on the Media, as defined and configured by WEBEDIA, referring to a Site through a Payment Click.

“**Site(s)**” means websites, blogs and other Internet content owned or licensed to the Customer.

“**Media**” means websites, blog applications and other mediums defined by WEBEDIA and amended by WEBEDIA, without prior notice, intended to receive the Links.

“**Intermediary Page**” means the page, published and hosted by WEBEDIA, which is an intermediary between the Link and the Site concerned.

“**User(s)**” means a natural person using the Media and not a search robot, meta-robot, macro-program or any other automatic Internet tool.

### 2. PURPOSE

The purpose of the Contract is to define the nature and conditions of collaboration between the Parties with respect to the Services provided by WEBEDIA to the CUSTOMER.

### 3. TERM

These conditions shall enter into force as of their signature by the Parties for an indefinite period from their acceptance. The duration of each Campaign is determined by the Parties, within a Purchase Order which may be amended at any time by agreement of the Parties. These Terms shall continue until terminated by a Party, notwithstanding the effectiveness or non-effectiveness of a Contract.

### 4. SERVICES

#### 4.1 Determination of Sites and Catalogues

The CUSTOMER shall provide WEBEDIA with all the Sites, textual and visual elements, videos and databases that it wishes to promote. As such, the CUSTOMER shall provide, in all cases, a database in open and structured format (XML type). WEBEDIA may ask the CUSTOMER for a better structuring of its data, databases and/or data flows. WEBEDIA shall be entitled to refuse certain Sites or content at its discretion.

#### 4.2 Use by WEBEDIA of the elements provided by the CUSTOMER

The CUSTOMER acknowledges that WEBEDIA may use the elements it provides to WEBEDIA in the most appropriate manner (according to WEBEDIA) to improve the click rate and the success of the Campaigns in accordance with the law. The CUSTOMER releases WEBEDIA from any liability in this respect.

#### 4.3 Referencing and Key Words

The CUSTOMER acknowledges that WEBEDIA may use numerous natural and/or paid referencing techniques. To this end, the CUSTOMER shall assist WEBEDIA within reason, in respect of its requests and supplies of items.

The CUSTOMER represents that it is aware of the referencing techniques and limits, and releases WEBEDIA from all liability for this referencing. In particular, but not limited to, the CUSTOMER acknowledges and accepts that WEBEDIA may make “purchases” of keywords, under the paid referencing, with regard to the brands of products and/or services listed in the CUSTOMER’s catalogues. In this case, the CUSTOMER undertakes to assist WEBEDIA in the event of a request by third parties, and in particular a request from the brands concerned, in order to validate, secure and maintain these referencing Services.

#### 4.4 CUSTOMER’S Commitments

The CUSTOMER undertakes to ensure that its Sites comply with the laws and are always fed and maintained with a quality and frequency consistent with the state of the art for the sector of activity concerned.

#### 4.5 Other Services

The Parties may agree on additional Services subject to an estimate drawn up by WEBEDIA and accepted by the CUSTOMER.

### 5. EXCLUSIVITY

There is no exclusivity, unless specifically agreed between the Parties.

### 8. FINANCIAL TERMS AND CONDITIONS

#### 6.1 General principle

WEBEDIA shall invoice, by default every month, the price of the Payment Clicks at the unit price, specified in the Purchase Order, multiplied by the number of Payment clicks over the relevant period. At the time of payment WEBEDIA shall provide a report detailing the amounts due on a monthly basis. WEBEDIA shall count, in accordance with the standards in force and with a third-party tool and out of its control (Omniure to date), the Payment clicks; these figures are irrevocably presumed to be the only evidence accepted between the Parties.

### 6.2 Processing of thresholds

The CUSTOMER may specify maximum thresholds of Payment Clicks per month. This threshold is a maximum. When the number of Payment Clicks reaches this threshold, the Campaign automatically stops, which the CUSTOMER acknowledges. However, upon simple written or oral request but confirmed in writing, the Parties may set a new threshold which shall only be valid for the current calendar month.

### 9. INTELLECTUAL PROPERTY AND OTHER RIGHTS

Notwithstanding the provisions of the GTCs applicable to this Service, for the purposes hereof, the CUSTOMER grants WEBEDIA a licence to reproduce, represent, modify and use all the elements it provides to WEBEDIA, including its data, databases and/or data flows worldwide, on a non-exclusive, assignable basis and for the duration hereof.

### 10. CUSTOMER’S REPRESENTATIONS

The CUSTOMER represents and warrants (i) that this Contract is in accordance with the needs and/or requirements and that it has the information and means necessary for their use (ii) that it has full powers and the right to enter into this Contract, (iii) that the elements it provides hereunder and the Sites comply with the laws and regulations in force, and (iv) that it will fully comply with its obligations under this Contract.

### 11. MISCELLANEOUS

In the event of application of the law of 29 January 1993 known as the “Sapin Law”, the Customer shall immediately provide any useful information to WEBEDIA and shall assist it in this context. Thus, in the event of an agent, paying or not, the CUSTOMER shall automatically provide detailed contact details in accordance with the Sapin law, of the other parties involved. In the event of a non-paid agent, the CUSTOMER shall immediately provide the contact details of the end customer, particularly for the purposes of payment of invoices. The agent shall remain jointly and severally liable for payment of the final customer’s invoices.

## SPECIFIC CONDITIONS TO SAMPLEO SERVICES

### Preamble

SAMPLEO, a Subsidiary of the WEBEDIA Group, SAS with capital of €55,000 having its registered office at 2 rue Paul Vaillant Couturier, 92300 Levallois-Perret and registered with the Nanterre Trade and Companies Register under number 530 233 584, intra-Community VAT number FR92530233584. SAMPLEO publishes the website <http://www.sampleo.com> and is an alternative marketing company specialising in advertising by testing on the Internet. It organises promotional campaigns for the distribution of products, via its website [www.sampleo.com](http://www.sampleo.com) in order to collect consumer opinions.

The Specific Terms and Conditions for the SAMPLEO services detailed below complement the GTCs and govern exclusively the contractual relations between the Customer and SAMPLEO or the Subsidiary indicated in the Purchase Order. The Parties agree to define, by this Contract, the terms and conditions for the performance of the services that SAMPLEO will provide to the Customer.

### 1. Definitions

**Campaign**: means a promotional campaign as set out in the Purchase Order.

**Member**: means the natural persons registered on SAMPLEO.COM who have completed a profile and participate in Campaigns conducted on SAMPLEO.COM

**Products**: means the products to be tested by the Members and transmitted by the Customer or SAMPLEO to the Members.

### 2. PURPOSE OF THE CONTRACT

The Customer entrusts the SERVICE PROVIDER, who accepts, with the task of carrying out a Promotional Campaign on its website on its behalf in exchange for which, the Customer undertakes to distribute the products promoted free of charge.

### 3. OBLIGATIONS OF SAMPLEO

SAMPLEO undertakes to:

3-1 Create a campaign on behalf of the Customer, including a “campaign page” in the Customer’s name, as well as a “brand page” that advertises the Customer.

3-2 For the entire term of the Contract, promote the samples given by the Customer, placing them on its website.

3-3 Eventually collect any information requested by the Customer by having the questionnaire sent by the Customer completed over the Internet.

3-4 Select, subject to existence, Members meeting the criteria defined by the Customer upon signing the Purchase Order.

3-5 Create a campaign statistics page with general campaign statistics and non-personal information about product winners.

3-6 Under an obligation of means carry out the actions requested by the Customer and specified in the Purchase Order. The Customer acknowledges that SAMPLEO cannot guarantee that the Campaign will reach the expected number of Members, nor that a Member will publish a post as part of the Campaign, nor that a Member will publish a post in connection with a competitor of the Customer or withdraws his post from his account.

### 4. CUSTOMER’S OBLIGATIONS

The Customer undertakes to:

4-1 Provide all the fair, sincere and current information necessary for the proper performance of the services entrusted to the SERVICE PROVIDER by this Contract.

4-2 Give the service provider all the necessary instructions for the performance of its mission, and to send it all the necessary documents within a reasonable time, to enable the SERVICE PROVIDER to comply with the schedule set by the CUSTOMER.

4-3 Provide advertising gifts to winning consumers (the WINNERS) within a maximum period of one week, or failing this, to send them to SAMPLEO as soon as possible to enable SAMPLEO to despatch them.

4-4 In particular, the CUSTOMER undertakes to provide the advertising gifts in perfect working order and in a manner consistent with what was indicated at the time of signature of the Purchase Order.

4-5 Send the SERVICE PROVIDER the questionnaire that it wishes to have consumers complete in exchange for products. The CUSTOMER guarantees the service provider that the list of questions is in full compliance with the legal and regulatory provisions in force.

3-6 Carry out the actions requested by SAMPLEO in the Purchase Order, under an obligation of means.

#### **5. AMOUNT OF THE SERVICE**

The amount of the services due to SAMPLEO are stipulated in the Purchase Order. This amount does not necessarily include any additional costs generated by sending the Customer's products to the WINNERS.

#### **6. INVOICING**

The invoice accompanying the Purchase Order shall be paid in accordance with the terms and conditions of the General Terms and Conditions of Sale.

#### **7. TERM AND THE CONTRACT**

##### **7-1 Contract's Term**

The Contract, which takes effect as from the acceptance of the Contract by the Customer, is concluded for a period of 4 months. All Products shall be distributed during this period.

##### **7.2 Consequences of the termination of the Contract**

Upon expiry of the Contract, for any reason whatsoever, the Parties shall be placed in the situation prior to the signature. SAMPLEO shall immediately return the stocks of contractual products, held by it, as a deposit on behalf of the CUSTOMER, in good condition and marketable quality.

#### **8. LIABILITIES**

SAMPLEO may only be held liable in respect of the CUSTOMER for facts directly attributable to it and which may cause it material damage directly related to these facts. It cannot be incurred for indirect and/or intangible damage. SAMPLEO cannot be held liable as a result of the misuse of the Products by the Member. Any complaint relating to the delivery or use of the Products shall be redirected to the Customer, who shall assume full and exclusive responsibility in this respect. The Products may therefore not be taken back or exchanged by SAMPLEO and the responsibility thereof rests with the Customer.

#### **9. EXCLUSIVITY**

There is no exclusivity, unless specifically agreed between the Parties.