

# GENERAL CONDITIONS OF USE FOR THE SIRDATA SERVICE

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BETWEEN

**Sirdata**, a simplified joint stock company with a capital of €61,327.11, having its head office at 9 Boulevard Berthier, 75017 PARIS, represented by Mr Benoît Oberlé in his capacity as Chairman.

Hereinafter "**Sirdata**"

AND

**The Publisher** using the Sirdata services, having completed the information concerning it in its Sirdata account.

Hereinafter "**The Publisher**"

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## IT IS HEREBY AGREED AS FOLLOWS

I. – RECITALS
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**The Publisher** is the owner/exploiter of one or more websites listed in its Sirdata account.

Sirdata is a company that specialises in anonymous data collection, enabling targeted advertising and the sale of advertising space on the site of the Support. The information collected at different times by invisible pixels (tags) and cookies placed on the website of the Support enable Sirdata to offer its service to advertisers and provide targeted advertising experience.

Sirdata wishes to:

- Collect and use non-personal data consisting of the traces left by users aged 13 (thirteen) and more on **the Publisher's** websites.

- Sell the advertising space for which **the Publisher** owns exploitation rights on its website.

As **the Publisher** has agreed to provide Sirdata with data of this kind, and/or to make over to Sirdata the advertising space on the website(s) listed in its Sirdata account, the parties have now come together to conclude this contract.

## II. – AGREEMENT

### ARTICLE 1 – DEFINITIONS

Unless expressly stipulated otherwise, the terms and expressions starting with a capital letter, whether singular or plural, have the following meanings:

- **Display:** The execution of the Sirdata tag.
- **Contract:** This contract, together with its recitals, appendices and additional clauses.
- **Effective date:** The date on which this contract comes into effect.
- **Data:** Non-personal information collected by the Sirdata tag from users of **the Publisher's** website. In the context of its service, Sirdata collects no identifiable personal information from users, such as their names, addresses, telephone numbers, bank card details or emails.
- **Data exploited:** Data that are actually used and stored by Sirdata to enrich its targeted advertising services, and which will then be used/marketed by Sirdata, even after this contract has terminated.
- **Confidential Information:** Any intrinsically confidential information provided directly or indirectly to the other party during the performance of this contract.
- **Cookies:** Cookies are small text files generally sent by the servers of Sirdata and of its partners or customers to users' computers when they visit one of **the Publisher's** websites. Cookies are stored in the form of text files on users' web browsers and can be viewed by the servers of Sirdata and of its partners or customers. Cookies are used to collect and send data about users' visits on websites (*for example, the number of visits, the average time spent, the pages viewed, browsing history on the site, the content of web tags and other statistics*).

- **Fee:** The portion of revenue (excluding tax) allocated by Sirdata to **the Publisher**
- **Revenue:** All payments/revenues (excluding tax) collected by Sirdata in respect of the exploitation of advertising space.
- **Website:** The website(s) belonging to **the Publisher**, listed in its Sirdata account, concerned by this contract.
- **Sirdata Tag:** The short chains of HTML or JavaScript code integrated into **the Publisher's** website.
- **Advertising Space:** Any space on the site into which **the Publisher** integrates advertising material through Sirdata.
- **Advertising Material:** All advertising material provided by Sirdata that is to be integrated into the site by **the Publisher**.
- **User:** Any user who browses on the site.

## **ARTICLE 2 – PURPOSE**

**2.1** The purpose of this contract is to define the methods and conditions for Sirdata to collect data on websites, enabling it to make use of and market the data exploited.

**2.2** It is also agreed that the purpose of this contract covers methods and conditions for the sale of advertising space on behalf of Sirdata on the website of the Support, and the redirection of users towards advertisers' sites, according to the technical and financial procedures defined below.

## **ARTICLE 3 – METHODS AND CONDITIONS FOR DATA COLLECTION**

**The Publisher** grants Sirdata the right to collect and analyse anonymous or anonymised data (for example, an email address encrypted in MD5) on the website, and then to exploit and market the data used in this way.

**The Publisher** undertakes to respect Sirdata's instructions and specifications for the purpose of integrating Sirdata tags. The Publisher must therefore integrate Sirdata tags into each page of the websites in order to optimise targeting and display advertisements to users that reflect their centres of interest.

These data include behavioural events (pages viewed, products viewed, searches carried out) by web users on the Support site. Data will be collected by Sirdata tags and stored in a cookie for a maximum period of 13 (thirteen) months.

Upon the expiry of this contract, **the Publisher** undertakes to immediately withdraw the Sirdata tags from all pages of the website.

## **ARTICLE 4 – CONTENT OF THE COMMERCIAL SERVICE INVOLVING THE PURCHASE OF ADVERTISING SPACE**

Commercial services concern the provision of advertising space for Sirdata on the website according to the stipulations laid down in the specifications transmitted by Sirdata and appended to this contract (*APPENDIX 1*).

## **ARTICLE 5 – TERM – TERMINATION OF THE CONTRACT**

### **5.1 TERM**

This contract is concluded for a fixed period of one year as from its effective date.

Sirdata may terminate these General Conditions of Use at any time by withdrawing the Publisher's access to the service. Termination is to be notified to the Publisher in writing. The Publisher may terminate the GCU at any time by removing the tags from the site(s).

Termination under these conditions may give rise to no indemnity for the party not requesting the non-renewal of the contract, for any reason.

## **5.2 TERMINATION**

In the event of serious infringement by either of the undersigned parties of its contractual obligations, communicated by registered letter with acknowledgement of receipt, which constitutes notification to remedy the situation within 30 days, the other party shall have the option at the end of this period, if the infringement has continued, of notifying its decision to terminate this contract by registered letter with acknowledgement of receipt, without prejudice to any damages the latter may claim in respect of the infringements observed. Termination shall then take place forthwith without any formality on the date of receipt of said notice of termination.

Without prejudice, and according to the provisions of article L. 622-13 of the French Commercial Code or any other legislation that applies locally, either party may also terminate this contract through written notification to the other party, or if need be the receiver, if any of the following occurs:

- a procedure is instigated against the other party by virtue of bankruptcy laws;
- the other party is declared to be in receivership or liquidation, or bankrupt;
- a receiver or liquidator is appointed by the court to manage all or part of the other party's assets;
- the other party has ceased payments or suspended its activities;
- the other party sells its assets for the benefit of its creditors.

Termination shall then take place forthwith without formality.

## **ARTICLE 6 – FORCE MAJEURE**

Neither party may be held responsible for failing to fulfil any of its contractual obligations because of a case of force majeure, within the meaning commonly established by French case law.

The party invoking the benefit of force majeure must promptly inform the other party of the situation by means of a registered letter with acknowledgement of receipt. This letter must contain a brief description of the event presenting the characteristics of force majeure, together with an estimate of its duration, and inform the other party of the consequences that could reasonably be predicted regarding the execution of the contract.

To begin with, the execution of the contract will be suspended for one month.

If the event of force majeure lasts for more than one month, either party may cancel the contract at any time by sending a registered letter with acknowledgement of receipt to the other party, without notice and without any indemnity for either party.

Each party shall undertake to take all the measures necessary to limit the harmful consequences of the force majeure for the other party.

## **ARTICLE 7 – FINANCIAL CONDITIONS**

### **7.1 CONCERNING DATA COLLECTION**

**The Publisher** will receive a fee according to the procedures defined in appendix 2.

### **7.2 CONCERNING THE PURCHASE OF ADVERTISING SPACE**

The price of advertising space is laid down in appendix 2.

### **7.3 CONCERNING PAYMENT PROCEDURES**

The parties agree, in accordance with article L. 441-6 of the French Commercial Code as amended by act no. 2008-776 of 4 August 2008 on the modernisation of the economy, that the sums due may be settled within a maximum period of 60 days (or 45 days end of month) as from the date the invoice is issued.

Sirdata undertakes to provide personal access to the Publisher on its own website enabling the Publisher to verify the number of Displays produced on its websites. Via this access, Sirdata will provide the Publisher with a detailed monthly account enabling it to draw up an invoice in respect of the Fee. The publisher shall send Sirdata an invoice every month based on this breakdown.

If this contract is terminated before its expiry date, in accordance with the terms of article 5 above, Sirdata shall send a detailed account to the Support, within 30 days of the termination, enabling it to issue the final invoice in respect of the sums due.

## **ARTICLE 8 – RIGHTS AND OBLIGATIONS OF THE PUBLISHER**

**The Publisher** undertakes to put Advertising Material online in the Advertising Space of its website, according to the conditions stipulated in appendix 1 of this contract.

**The Publisher** thus undertakes to ensure that the website is constantly accessible.

**The Publisher** shall ensure systematic access to the website proposing to web users products and/or services relating to the content of the advertising space sold; the average redirection rate is 98%.

## **ARTICLE 9 – RIGHTS AND OBLIGATIONS OF SIRDATA**

Through the effect of this contract, Sirdata shall market to advertisers advertising space for which the publisher is the rights holder for exploitation on its site.

Sirdata guarantees that it will only display advertising banners whose content is compliant with the law, which do not feature pornographic content or incitements to hatred or violence, do not encourage or enable the downloading of viruses or other malevolent software, and do not feature any misleading information or content concerning tobacco products, firearms or munitions.

**The Publisher** acknowledges that Sirdata is unable to exercise any control over the reality or quality of advertisers' commitments and thus declines responsibility for any actual or alleged damage or loss following or relating to the use of the content, items or services featured in these advertisements or to the fact of having confidence in them.

## **ARTICLE 10 – ADVERTISING SPACE**

It is expressly agreed between the parties that **the Publisher** may not relocate or suppress advertising space made over to Sirdata without the agreement of both parties, formalised in advance by an additional clause.

More generally, the parties agree that **the Publisher** must inform Sirdata in advance of any significant modification in the appearance or content of the site, or any element that could facilitate the prospecting of advertising that could appear on the site. This information must be communicated with notice of seven days.

Sirdata shall have the right to terminate this contract early if it appears that a significant modification in the appearance or content of the site, as decided by **the Publisher**, would not enable or would no longer justify the continuation of this contract.

## **ARTICLE 11 – DATA PROTECTION**

The parties shall guarantee that they possess all the legal and administrative authorisations required to execute this contract, and in particular that they have respected and will respect the provisions of the amended Data Protection act of 6 January 1978 as regards the creation of web pages and the management and processing of personal data.

## **ARTICLE 12 – GUARANTEES**

**The Publisher** is entirely responsible for the content of its website and guarantees Sirdata against any prosecutions or convictions intervening directly or indirectly with regard to said content.

**The Publisher** guarantees that it holds all the rights required for exploiting the elements of the website and guarantees Sirdata against any resulting

direct or indirect prosecutions or convictions. **The Publisher** guarantees Sirdata against any claims or objections from any third parties invoking the infringement of any right, and notably against any legal action for infringement and/or unfair and/or parasitic competition instigated by a third party. **The Publisher** shall bear any costs and damages in this respect.

In addition, **the Publisher** guarantees that its content complies with all laws, texts, orders and regulations applicable in France and all countries where the site is visible; does not infringe the rights of any natural person or legal entity, including but not limited to intellectual property rights, the right to privacy or the rights enjoyed by natural persons and legal entities as regards consumer protection, product liability or criminal or contractual responsibility; features no pornographic content or incitements to hatred or violence, and does not promote any dangerous and/or illicit activities.

**The Publisher** undertakes to reimburse Sirdata for any expenses that may arise for the client regarding any amicable, court or arbitration proceedings instigated by a third party during the execution of this contract. In this respect, **the Publisher** undertakes to reimburse the costs of any civil or criminal sentences imposed and any expenses incurred through such action (this includes the costs of proceedings, fees of any kind such as lawyers' fees, travel expenses and expenses for analysis and expertise).

This undertaking to reimburse is subject to the following conditions:

- that **the Publisher** has been informed of an action of this kind as soon as it was instigated;
- that **the Publisher** has taken part in the procedure either voluntarily or through a third-party claim;
- that **the Publisher** has been able to make legal representations.

Reimbursement shall be made after the final decision has been issued with no appeal. All sums received by Sirdata, notably in terms of expenses, must be deducted from the sums due by **the Publisher**, as the latter's obligation concerns the balance of the sums paid out in this way by Sirdata.

Each Party states that it is insured, with a high-ranking insurance company known to be solvent, for all harmful consequences for which it could be held responsible in respect of the Contract.

Each party may request the other to communicate insurance certificates stating the type of risks covered and their amount, together with any supporting documents, such as proof of payment for premiums.

## **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

### **13.1 INTELLECTUAL PROPERTY**



Each party expressly acknowledges that this contract entails no transfer of intellectual property to the other party.

### **13.2 PRIVACY**

Each party undertakes to fulfil its own obligations as regards data protection and the respect of privacy.

In this respect, **the Publisher** must indicate to the users of its website that third party cookies may be introduced. It must describe the purpose of these cookies, explaining the browser configuration procedures users can employ to prevent the introduction of such cookies.

**The Publisher** must also indicate on its website a link to the Sirdata opt-out solution and/or the following sites:

<http://www.youronlinechoices.com>  
<http://www.networkadvertising.org/choices/>  
<http://www.aboutads.info/choices>

so that users can refuse the use of data for advertising purposes.

### **13.3 CONFIDENTIALITY**

With the exception of their employees and any natural persons or legal entities having expressly agreed to this obligation to confidentiality, the parties must, during the period of this contract and after its expiry, refrain from using or disclosing any information or technologies they have exchanged.

Confidential Information excludes any that:

- Has fallen into the public domain;
- Has been developed independently by the other party;
- Is required by law or a court decision.

### **13.4 MODIFICATIONS**

Any amendment, cancellation or abandonment of any clauses in this contract shall only become valid after a written agreement to this effect has been signed by each party.

### **13.5 TOLERANCE AND NON-WAIVER**

The fact that one of the parties does not take advantage at a given moment of any obligations concerned by this contract may not be interpreted as a future waiver of the obligation in question.

### **13.6 INDEPENDENCE OF THE PARTIES**

Neither party may make a commitment in the name/on behalf of the other party. Furthermore, each party remains solely responsible for its allegations, commitments, services, products and staff.

## **ARTICLE 14 – FRENCH LANGUAGE AND APPLICABLE LAW**

This contract is drafted in French: the only authoritative language in the event of a dispute, even if translations exist, as these by express agreement are only provided as a convenience and can have no legal effect, including as regards the interpretation of the contract or the joint intentions of the parties.

This contract is entirely and exclusively subject to French law.

## **ARTICLE 15 – ENTIRETY**

This contract, together with its recitals, appendices and additional clauses constitutes the entire agreement between the parties and takes precedence over any other previous written or verbal undertakings.

If any provision in this contract is declared invalid or unenforceable, it will be deemed not to exist, and shall not entail the invalidity of the other provisions of the contract, which will remain in force between the parties.

## **ARTICLE 16 – NOTIFICATION**

Any notification between the parties in respect of this contract shall only be considered valid if sent by registered letter with acknowledgement of receipt to the head office of each signatory party.

Each party undertakes to promptly notify the other party of any change in domicile that occurs during the period of this contract. This notification must be made by registered letter with acknowledgement of receipt.

Otherwise, notifications and correspondence sent in good faith to the last address will be considered valid and shall produce the effect stipulated in the Contract or by the laws applicable.

## **ARTICLE 16 – JURISDICTION**

Any dispute arising from the formation, interpretation or execution of this contract shall fall within the exclusive jurisdiction of the Paris Commercial Court, notwithstanding any third party appeals or multiple respondents.

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## APPENDIX 1

### **Specifications:**

- Set-up of Sirdata Tag behavioural data collection on all pages of the Publisher's sites

Sirdata

## APPENDIX 2

### Price conditions:

- **Behavioural data:** 50% of the revenues generated through **the Publisher's** data exploited by Sirdata

Sirdata