**GENERAL TERMS AND CONDITIONS**

**PART I. GENERAL TERMS**

The terms contained in PART I, hereof are applicable to all the services provided by EFFINITY.

1. **OBJECTIVE**

The company EFFINITY (simplified joint stock company registered with the Paris RCS under number 432831550, has its headquarter located at 80, rue Taitbout, 75009 Paris) and operates under the trade name EFFINITY, is a marketing consulting agency

These general Terms and Conditions are concluded on the one hand between EFFINITY and its CUSTOMERS (hereinafter the “CUSTOMERS”) who call upon it.

Their purpose is to define the framework of the relations between EFFINITY and the CUSTOMERS. CUSTOMERS declare that they have read these general Terms and Conditions and have agreed.

Unless expressly agreed, only the present general conditions as well as the special conditions, insertion order and purchase orders issued by EFFINITY and signed by the CLIENT are applicable to the relations between EFFINITY and the CLIENTS, and it excludes all other contractual conditions from the CLIENTS.

1. **DEFINITIONS**

Affiliate: Website publisher, owner of applications selling commercial links or electronic address files participating in a Campaign

Campaign: promotional campaign aimed to help generating traffic on the CLIENT's website(s), the terms of which are defined on the Platform and in the Affiliate Conditions - Advertisers annexed hereto and which apply between the CLIENT and the Affiliate company

Influence campaign: promotional campaign aimed to help generating, through the intervention of Influencers (i) the promotion of the Client, his products or services, and/or (ii) traffic on the CLIENT's website(s) and/or (iii) purchases of products or services on the CUSTOMER's site.

Revenue (Revenue): gross income from sales made by the CUSTOMER following an event traced by EFFINITY using Tags placed on the Customer's site or on the Media and the Tracking Tool. Any order confirmation is considered a sale and any sale is counted as soon as the buyer has been sent at least once to the Advertiser via an Affiliate (either following a click on a banner (post-click) either after viewing a banner (post-view) or after being created on a Media site selected by the Customer. The non-availability of a product or the impossibility of satisfying, because of the CUSTOMER, an order effectively paid does not lead to a reduction of the revenue thus defined which constitutes the basis of the remuneration of the affiliate and of EFFINITY.

Affiliate Conditions - Advertisers: contractual conditions governing the relationship between CUSTOMERS and Affiliates who participate in their Campaigns

Influencer - Advertiser conditions: contractual conditions governing the relationship between CUSTOMERS and Influencers who participate in their Influence Campaign

Partner Conditions - Customers: contractual conditions governing the relationship between CUSTOMERS and Partners who participate in their Audience Measurement Programs

Container Tag: JavaScript code hosted by EFFINITY, which is called directly by the CLIENT's website and which may contain the Tags of certain Affiliates or Media. This script retrieves parameters transmitted by the CLIENT. Affiliates and/or Media integrated into the Container Tag are called and receive information from the CLIENT based on the pages viewed by an Internet user. This call allows them to learn more about the Internet user's navigation by placing cookies.

Cookies: Cookies are small files that a website can send to the browser software and which can then be saved.

Co-controller: When two or more controllers jointly determine the purposes or means of processing.

CPC: Cost per click: the remuneration of the Affiliate or Media is proportional to the number of clicks qualified to go to the Customer's site to buy or learn more about a product.

CPA: Invoicing upon purchase, the remuneration of the Affiliate or Media is proportional to the revenue achieved

CPM: Billing according to the number of displays: the remuneration of the Affiliate or Media is proportional to the number of displays of the CUSTOMER's advertising

CPL: Billing to the Lead: the remuneration of the Affiliate or Media is proportional to the number of qualified leads. The notion of qualified lead is defined in the special conditions.

Personal data: any information relating to an identified or identifiable natural person (hereinafter referred to as "Data Subject"); is deemed to be an "identifiable natural person" a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more specific elements specific to his/her physical, physiological, genetic, psychic, economic, cultural, or social identity;

Form: form intended to collect the contact details of an Internet user, email address, physical address or telephone number

Interface: dynamically generated HTML page.

Link: Link to CLIENT'S Website

Promotional / Communication tool: object disseminated by the Affiliate or the Partner or formatted as such as banner, e-mail, xml flow… which may include a Link

Tracking Tool: Software solution making it possible to trace events giving rise to remuneration such as sales made by a customer directly or indirectly following a visit to an Affiliate site or a Media, receipt of a Form, click. The EFFINITY tracking tool is used to produce the activity report used as a basis to determine the remuneration of Affiliates. Tracking on the CLIENT's site is carried out using Tags placed on the confirmation pages of the actions to be followed.

Partner: Website publisher, owner of applications selling commercial links or electronic address files participating in an Audience Measurement Program

Platform: software solution accessible via the Internet including the administration, monitoring tools and Tracking Tools, accessible via extranet

Audience Measurement Program: program aiming, with the help of a network of Partners who distribute Links to the CLIENT's website, to monitor the performance of the CLIENT's website by landing page.

Activity Report: the activity report is the report produced using the EFFINITY software platform which traces all the operations carried out for each Campaign, the performance or the result and the remuneration to be paid to Affiliates, based on which is calculated the remuneration of EFFINITY. The activity report can be viewed online via a dedicated and secure extranet.

Audience Measurement Report: Dashboard produced via the EFFINITY AUDIENCE solution which includes a certain amount of information on the performance of the CLIENT's website. The Audience Measurement Report can be viewed online via a dedicated and secure extranet.

Controller: the natural or legal person, public authority, agency, or other body which alone or jointly with others determines the purposes and ways to the operation process; where the purposes and ways of such processing are determined by Union law or by the law of a Member State, the controller may be designated or the specific criteria for such designation may be laid down by Union law or by the law of a Member State.

GDPR: Regulation (EU) 2016/679 adopted by the European Parliament and the Council on April 27, 2016, applicable from May 25, 2018.

Subcontractor: In the context of the regulations on Personal Data, the natural or legal person, public authority, department, or other body which processes personal data on behalf of the Data Controller.

Platform: audience hubs (not exhaustive: Twitter, Facebook, Google, Snapchat, Instagram, etc.), comparators (especially Google shopping)

Tags: Tags are pixel-sized images under the .GIFs format which are used to count the number of visitors who have accessed the page of a website. The sales tag is normally positioned after payment, with an automatic return to the store in this case, or otherwise before payment.

Processing: any operation or set of operations which is performed upon personal data or sets of personal data, whether by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1. **LATE PAYMENT**

In case a late payment regarding any invoice due by the CLIENT to EFFINITY occurs, the applicable late penalties are calculated on the following basis:

* In accordance with Law No. 2012-387, a lump sum compensation for recovery costs in the amount of forty (40) euros per unpaid invoice is due. However, if the recovery costs actually incurred by EFFINITY are greater than this flat-rate compensation, the supporting documents for these costs will be produced to the CLIENT and the costs fully re-invoiced to the CLIENT.
* Interest on overdue payments shall be due without the need for a reminder on the day following the date of receipt of the invoice and shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

1. **ACCOUNTABILITY**

EFFINITY cannot be held responsible for any damage caused by:

* The act of a third party
* Failure by the CUSTOMER to comply with these general conditions
* Failure by the CLIENT or the Affiliate to comply with the Affiliate - Advertiser Conditions appended hereto
* Failure by the CUSTOMER or the Partner to comply with the Partner - Advertiser Conditions appended hereto
* Failure by the CLIENT or the Influencer to comply with the Influencer - Advertiser Conditions appended hereto

The CLIENT is free to choose Affiliates, Partners, Influencers and Media, EFFINITY cannot incur any responsibility for the said Affiliates, Partners, Influencers and Media.

EFFINITY cannot be held responsible for the content of sites, blogs, accounts on social networks, services, applications Affiliates or Partners or Influencers. EFFINITY reserves the right to refuse or cut off access to its Platform to Affiliate sites or Partner sites or Influencers that may infringe the rights of a third party or violate public policy.

EFFINITY cannot be held responsible for the abusive and fraudulent use of its service and / or its Platform by these same Affiliates and / or Partners and / or Influencers.

The CLIENT agrees to inform EFFINITY without delay of any misconduct of an Affiliate or Partner or Influencers of which it is aware.

The CLIENT's attention is drawn to the fact that he has the possibility of blocking incoming hypertext links to his website.

EFFINITY is committed to informing the CLIENT of any claims arising from or relating to the content of its site by certified mail with acknowledgment of receipt within 15 days from the knowledge of EFFINITY of the claims.

EFFINITY protects the CLIENT from any claims by Affiliates relating to the calculation of the remuneration of Commissions, under the express condition that the CLIENT has not modified the Tag provided by EFFINITY.

EFFINITY's responsibility can be engaged only in case of fault or proven negligence and is limited to direct damages to the exclusion of any indirect damage of any kind.

In any case, if EFFINITY's responsibility is retained, its coverage will be limited to the amount paid by the CLIENT to EFFINITY over the last six months before the damage.

1. **CASE OF EMERGENCY**

Neither party can be considered in default if the performance of its obligations; in whole or in part, is delayed or prevented following the occurrence of an event of emergency.

The same applies in particular, but not exclusively, for strikes, malfunction of the public electricity network, obstruction of public transportation and supply of telecommunication networks, legislative terms (e.g. prohibition of cookies) or regulatory restrictions on the purpose of this agreement and more generally any event external to EFFINITY and likely to prevent or delay the use of telecommunication networks by the company.

In case of the occurrence of an event referred to in this article, the party affected by the emergency will promptly inform the other of its duration and foreseeable consequences and will make all efforts to limit its consequences.

1. **SERVICE INTERRUPTION**

The operation of the service may be interrupted to allow maintenance and upgrade of the computer system (hardware and software) that EFFINITY must perform to maintain the system's quality.

In addition, EFFINITY may proceed, after notifying the CLIENT, and planning at least 1 day in advance, to shut down the system due to exceptional technical reasons such as: change of computer, system modification due to technological change or request made by the CLIENT.

1. **INTELLECTUAL PROPERTY**

EFFINITY owns the rights to the Tracking Tool, to the EFFINITY AUDIENCE solution and to the Platform.

The CUSTOMER is granted with a license to use the Platform.

This license is not transferable. It does not give the CLIENT any intellectual property rights on the Platform which remains the full and exclusive property of EFFINITY.

CUSTOMER shall not (i) sublicense, sell, transfer, assign, distribute or exploit for commercial purposes or make available to any third party the Platform or any of its content in any way; (ii) modify, adapt, arrange or create derivative works from the Platform; (iii) create Internet "links" to the Platform or frames or mirror pages from any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Platform to (a) create a competing product or service, (b) create a product using ideas, features, functions or graphics similar to the Platform, or (c) copy any features, functions or graphics of the Platform that are protected by an intellectual property right.

The CUSTOMER can only use the Platform for his own needs.

EFFINITY is also the owner of the database producer's rights on all the databases it makes available to the CLIENT. Any unauthorized systematic exploitation or extraction outside of this contract will be subject to legal action, particularly in the case of use by the CLIENT of the affiliated database.

1. **FEES**

EFFINITY reserves the right to charge CLIENTS for travel expenses incurred to provide its services.

1. **PRIVACY / PROMOTION**

The parties agree throughout the duration of the contract to consider as confidential any information of any kind, marketing, commercial, financial, resulting from an Activity Report, an Audience Measurement Report or relating to EFFINITY's methods or know-how.

It is expressly agreed that the parties may cite their collaboration, if necessary, using the logo of the other party, for any advertising or promotion of their respective activities. However, if the planned communication goes beyond the mention of their collaboration, the party intending to communicate must submit the content of its communication (press release or any other promotional and/or communication element) to the prior written agreement of the other party.

1. **PERSONAL DATA**
   1. Compliance with regulations

The CLIENT and EFFINITY mutually agree to comply with the regulations in force applicable to the Processing of Personal Data. They agree to keep the records required by the RGPD up to date.

* 1. Confidentiality

EFFINITY and the CLIENT agree to guarantee the confidentiality of all Personal Data that may be processed as part of EFFINITY's services and ensure that the persons authorized to process such Personal Data are bound by an appropriate obligation of confidentiality of legal origin or, failing that, by agreement, and receive the necessary training on the protection of personal data.

* 1. Data Protection Officer

The name and contact details of the CUSTOMER's and EFFINITY's data protection officer are, if applicable, accessible on the Platform.

The Advertiser's and EFFINITY's data protection officers will be the point of contact between EFFINITY and the CUSTOMER on all matters relating to Personal Data.

1. **MISCELLANEOUS**

This contract expresses the entire agreement and conventions between the parties. It cancels and replaces all other verbal or written agreements of any nature whatsoever that may have previously been made between them.

If any provision of the Contract is declared void, unwritten, unenforceable or without object, such provision shall be deemed unwritten and shall not affect the validity or continuation of the Contract as a whole, unless it is a provision that was decisive for one of the parties at the time the Contract was formed. In this case, the parties shall negotiate in good faith with a view to replacing this clause with a valid clause reflecting their original intention.

The failure of either party to enforce any of its rights or to require performance of any of the obligations or liabilities of the other party hereunder shall not in itself be deemed a waiver by such party of its rights, obligations, and liabilities hereunder.

1. **JURISDICTION - APPLICABLE LAW**

Any dispute that may arise from the conclusion, execution or interpretation of this contract shall be governed by French law and shall fall under the exclusive jurisdiction of the Commercial Court of Paris, notwithstanding multiple defendants or third-party claims and including summary proceedings.

**PART II. APPLICABLE TERMS TO EFFINITY NETWORK SERVICES (EFFILIATION)**

The terms of this PART II apply exclusively to affiliation services which consist in putting the CLIENT (Advertiser) in contact with Affiliates previously selected by the CLIENT, to promote the CLIENTS or their products to Internet users. Promotion is done using Promotional Tools. The EFFINITY Tracking Tool makes it possible to identify and count the events likely to generate remuneration for Affiliates. Only this tool is valid to determine the remuneration due to Affiliates.

These services are also governed by the terms of PART I hereof which are applicable to all the services provided by EFFINITY.

The relations between the CUSTOMER and the Affiliates who participate in its Affiliate Program are governed by the Affiliate - Advertiser Conditions which are appended hereto and which the CUSTOMER acknowledges having read.

1. **SERVICES**

The purpose of these terms is to govern the contractual relationship between EFFINITY and the CUSTOMER which consists of:

- set up one or more Campaigns.

- collect in the name and on behalf of the CLIENT the registrations of Affiliates for websites defined in his Campaign.

- count the flows (the traffic and the actions generated by the Links of the CLIENT's Campaign).

- receive from the CLIENT the remuneration due to the Affiliates based on the results noted in the CLIENT's Activity Report and pay it to the Affiliates.

EFFINITY is also likely, after the CLIENT's agreement and in return for a defined additional remuneration, to ensure the promotion of the CLIENT's Campaign on one or more Affiliate sites.

The details and conditions of this promotion, in particular the agreed additional remuneration, appear in the special conditions of this contract.

It is agreed that, considering the conditions of negotiation and remuneration of Affiliates for promotions, any discount or tariff advantage granted by the Affiliate shall remain with EFFINITY.

1. **EFFINITY'S OBLIGATIONS**

EFFINITY provides the CUSTOMER with a software tool which allows recruiting, facilitating, and managing Affiliates and measuring their business contributions to Customers... and offers the administration tools described below:

* 1. An administration interface placed on the EFFINITY site which allows the CLIENT to:

1. Create / modify a Campaign
2. Create / modify the Links provided to Affiliates
3. Validate / refuse / deactivate Affiliates.
4. View the activity report of its Campaigns.
5. When this obligation rests on the Affiliate by virtue of the Affiliate - Advertiser Conditions, view the proof provided by the Affiliate that the latter collects the consent of Internet users to deposit and read the Cookies necessary for the operation of the Tracking Tool. It is specified that EFFINITY is limited to making this information available to the CUSTOMER and that it is not required to verify the validity of this proof or more generally to verify that the Affiliates comply with the regulations applicable to Cookies.
   1. A registration and administration interface for Affiliates placed on the EFFINITY site, i.e. an Interface allowing Affiliates to view the tracked Links made available to him by the CLIENT and to integrate them himself on his site by simply "Copy and paste" and access the result of its participation in the Campaign.

EFFINITY is committed to:

* 1. Obtain the Affiliates' adherence to the Affiliate - Advertiser Conditions appended hereto
  2. ensure the management of commission repayments to Affiliates on behalf of the CUSTOMER based on the results measured by its proprietary Tracking Tool.
  3. In the event of subdomain delegation granted by the CLIENT to EFFINITY for the implementation of the first party cookie, EFFINITY only agrees to provide information relating to its Affiliate Cookies.

1. **DETAIL OF SERVICES**
   1. Details of the operating services included in the framework of the contract:

* Delivery of the tagging plan
* Tag test (limited to 3 tests during Campaign setup)
* Encapsulation of affiliate tags
* Establishment of special remunerations
* Tracking Cookie; Fingerprint Tracking
* Delivery of product flow specifications
  1. Details of the management services included in the framework of the contract (next):
* Automatic weekly reporting by email
* Monthly reporting by email
* Media integration (limited to 10 Media / month)
  1. support

The special conditions define any monitoring committees and their frequency. The purpose of these committees is to manage the performance of the Campaigns, to raise alerts, to share progress on specific projects initiated by EFFINITY or the CUSTOMER. The CLIENT and EFFINITY agree to participate. They can be held physically or at a distance by any means of communication.

These committees are subject to a report.

* 1. other

Any additional request for operating, management or promotional services must be agreed upon with the account manager or sales manager in charge of the account and must be included in the special conditions of this contract or in an ad hoc amendment.

1. **CUSTOMER OBLIGATIONS**

The CLIENT commits to:

* 1. Set up the Tags delivered by EFFINITY on the website (s) as well as its mobile versions Smartphones, Existing tablets
  2. When this obligation rests on him under the Affiliate - Advertiser Conditions, obtain the consent of Internet users to deposit and read the Cookies necessary for the functioning of the Tracking Tool. The information given by the CLIENT within the framework of the collection of consent must comply with legal requirements and as far as is reasonable, with the recommendations and best practices published by the competent authorities. This information must mention the fact that said Cookies are operated by EFFINITY.

When the obligation to collect the consent of Internet users to the deposit and reading of such Cookies depends on the Affiliate, the CLIENT agrees, if the consent is collected by the Affiliate, not to block the call of the EFFINITY Tag.

* 1. Validate the application of each Affiliate for each Campaign unless the CUSTOMER chooses to delegate the validation of Affiliates to EFFINITY.

It is specified in the latter case that EFFINITY is not responsible for the opportunity or consequences of the validation, the CLIENT is free to terminate the participation of an Affiliate in accordance with the Terms Affiliates - Advertiser.

* 1. Provide EFFINITY and / or Affiliates with the Links necessary for the promotion of its site by Affiliates.

The CUSTOMER agrees to collaborate in the installation and maintenance of Tags on the web pages concerned by each Campaign, in particular on order receipts or form pages.

* 1. Launch at least one Campaign within two months of signing the special conditions.

If a Campaign is not launched within two years from the signing of the special conditions, EFFINITY will be entitled to terminate the contract to the detriment of the CLIENT who will owe EFFINITY a compensation equal to the amount of the guarantee deposit defined in the special conditions.

* 1. If the CLIENT intends to practice deduplication a priori (i.e., decide to assign a remunerative event only to a single Affiliate who participates in a Campaign of the CLIENT via EFFINITY, any other competing platform or any other means), if necessary, by setting up a conditioning of the Tag (i.e., by calling only the EFFINITY Tag if it decides to assign the remunerative event to the Affiliate), it is required:
* Inform EFFINITY beforehand, specifying the criteria for attributing events and sales and / or the packaging rules that it implements. This information must appear in the special conditions,
* Give EFFINITY access to its Tag packaging tool
* Apply the same rules for all Affiliates who participate in a CUSTOMER Campaign via EFFINITY, any other competing platform or any other means.

In addition, if the packaging implemented by the CUSTOMER does not make it possible to see who the Affiliate is to whom the event giving rise to remuneration is attributed, the event is considered to have been carried out by EFFINITY which is entitled to invoice the CUSTOMER the remuneration that would be due to the Affiliate.

EFFINITY reserves the right to accept the a priori deduplication and conditioning rule that the CUSTOMER wishes to put in place. In any case, the CUSTOMER cannot implement rules which would exclude the attribution of an action to an Affiliate on the grounds of direct access, the use of a direct link, an access resulting from natural referencing or via the advertiser's newsletters on its proprietary database (CRM and PRM), the purchase of keywords on the brand and its orthographic derivatives, the use of retargeting tools.

EFFINITY regularly performs tests to ensure that no a priori deduplication is practiced by the CUSTOMER.

If a test reveals that the CLIENT practices deduplication but has not informed EFFINITY, the CLIENT is obliged to give EFFINITY access to its tag packaging tool and its accounting so that EFFINITY can note all the events that should have given rise to a call of the EFFINITY tag. In this case, EFFINITY is entitled to invoice the CUSTOMER an amount equal to double the remuneration which would have been due to the Affiliates based on all the events which should have given rise to a call of the EFFINITY Tag. In addition, the CUSTOMER must reimburse EFFINITY for the costs (in particular the cost of tests, expert or technician costs) that it will have incurred to reconstitute this remuneration.

* 1. Act in good faith.

It is agreed that the CLIENT may work with other affiliation providers if it has notified EFFINITY prior to signing the special conditions. In this case, the CUSTOMER is required to apply identical financial conditions to Affiliates who participate in its Campaigns via EFFINITY, any other competing platform or any other means.

* 1. Inform EFFINITY of any anomaly noted in the Activity Reports and validate the results of each Campaign before the 5th of each month.

In the absence of notification of an anomaly within this period, the data in the Activity Report shall prevail, unless the CLIENT proves the contrary, and the remuneration due to EFFINITY and to the Affiliates will be calculated on this assumption. In the event that Tracking is interrupted by the CLIENT, in particular in the event of temporary or definitive deletion of “Tags”, the CLIENT will owe EFFINITY additional remuneration. This additional remuneration will be equal to the remuneration due the month preceding the suspension of Tracking, increased by 15%, in proportion to the duration of the interruption with a minimum of 75 Euros for the Program concerned.

* 1. Not to collaborate or contact directly the Affiliates registered for his Campaign during the term hereof and for a period of two years following the end of the relationship between EFFINITY and the CUSTOMER.

In the event of direct collaboration between the CUSTOMER and an Affiliate registered for his Campaign, the CUSTOMER will owe a sum corresponding to the amount of the remuneration paid by the Advertiser to the Affiliate directly for a period of two years. In the absence of communication of this amount by the CUSTOMER, the latter will be liable for a compensation of 10,000 euros, except it is completed.

1. **FINANCIAL CONDITIONS**
   1. EFFINITY remuneration

EFFINITY's remuneration is calculated monthly according to the commissions owed by the CLIENT to the Affiliates and / or the revenue achieved via EFFINITY for the benefit of the CLIENT.

The event giving rise to the payment of commissions and the amount of EFFINITY's remuneration for the services mentioned in article 4 are defined in the special conditions of the contract.

* 1. Activity report and results

The results of the Activity Report are available on the CLIENT's dedicated extranet.

In the event of CPA remuneration, the sales made by the CLIENT following an event traced by EFFINITY and recorded in the Activity Report may not be validated by the CLIENT except in the event of:

* Risk of cancellation of the sale by a consumer who could exercise his legal right of withdrawal. In this case, the sale is put on hold and recorded in the Activity Report for the following month. The same sale can only be put on hold within the limit of three successive Activity Reports. Beyond that, it is necessarily counted and can no longer be put on hold.
* Cancellation of the sale by a consumer who would exercise his legal right of withdrawal.
* In case of CPL remuneration, the qualified leads obtained by the CLIENT following an event traced by EFFINITY and accounted for in the Activity Report may not be validated by the CLIENT in the cases restrictively defined in the special conditions. In any case, the same qualified lead can only be put on hold within the limit of three successive Activity Reports. Beyond that, it is necessarily counted and can no longer be put on hold.

In any case, in the absence of a declaration of anomaly or a refusal of validation by the CLIENT before the 5th of each month, all the results noted in the Activity Report will be considered valid and will give rise to the payment of commissions due by the CLIENT to the Affiliates.

Invoicing will be established on all the results, notwithstanding any refusal of validation in the event of non-notified deduplication in accordance with the advertiser's obligation stipulated in the article d.5 or the packaging of tags.

If the results of the Activity Report not validated by the CUSTOMER exceed more than 10% of the total recorded, the reason for each sale not validated must be justified by the CUSTOMER and the remuneration will be increased according to the clicks delivered (excluding traffic from "Site Under" or "Pop Under") and recorded by EFFINITY tracking for the benefit of the CUSTOMER according to the amount of Cost per Click:

Cancellations between 10% and 20% of the observed results: The CPC will be 0,01€ht

Cancellations between 20% and 30% of the observed results: The CPC will be 0,02€ht

Cancellations between 10% and 20% of the observed results: The CPC will be 0,01€ht

Cancellations greater than 40%: The CPC will be € 0.04ht

* 1. Payment Methods
     1. Management service for amounts due to Affiliates:

The CUSTOMER agrees to pay EFFINITY upon receipt of the invoice the total sum of the commissions to be paid to its Affiliates, in addition to the sums due to EFFINITY.

In case of non-payment of such commissions to EFFINITY, EFFINITY reserves the right to block the Affiliate payments corresponding to the Campaign(s) not paid by the CLIENT, EFFINITY is not del credere to the Affiliates.

EFFINITY pays the Commissions to Affiliates within a maximum period of 2 months after receipt of the Affiliate invoice. This payment is made on the condition that the sum of the commissions collected for an Affiliate for all the Campaigns in which it participates reaches a minimum of 75 euros excluding VAT.

* + 1. Control:

The CLIENT reserves the right to appoint an independent and qualified auditor to examine, inspect and, if necessary, take extracts or take a copy of the Archived Activity Reports directly related to the calculation and payment of the commission referred to above, under the following conditions:

a) He will notify EFFINITY of such an intervention at least 10 working days before the scheduled date.

b) These inspections will take place in the offices of EFFINITY where the Activity Reports are kept, during normal office opening hours. EFFINITY agrees to provide reasonable assistance to the auditor appointed by the CLIENT so that he can carry out his audit mission. The costs associated with such an audit shall be met by the CLIENT. Reciprocally, and under the same conditions, EFFINITY reserves the right to audit the deduplication or tag conditioning programs aimed at attributing the events traced by the affiliation platform to channels other than that of the Affiliates.

1. **DURATION / TERMINATION**

The duration of the services is defined in the special conditions signed by the CLIENT and EFFINITY.

Either party may terminate the contract without notice, by certified mail with acknowledgement of receipt, in case of breach by the other party of its obligations, without this breach being remedied 8 days after receipt or first presentation of a formal notice addressed by certified mail with acknowledgement of receipt.

1. **PERSONAL DATA**

It is recalled that in the context of affiliation services, EFFINITY only processes pseudonymized Personal Data (i.e. an identifier that does not allow EFFINITY to identify the Internet user traced with the data at its disposal).

The CUSTOMER refrains from transferring to EFFINITY any additional data which would allow EFFINITY, directly or indirectly by cross-checking, to be able to identify Internet users.

EFFINITY and the CUSTOMER agree not to use this data for purposes other than identifying and counting the events likely to generate remuneration for Affiliates.

* 1. Responsibility of the parties

The CLIENT (Advertiser) acts as

* Co-Data Controller with EFFINITY and Affiliates participating in its Campaign
* Data controller regarding its own website.

The Affiliate acts as:

* Co-Data Controller with EFFINITY and the CUSTOMERS (Advertisers) of which he participates in the Campaign
* Responsible for processing about its website or any other Processing that it may carry out.

In this context, the CUSTOMER agrees to publish on his / her sites which participate in a Campaign a link to the main lines of these contractual conditions so that the person concerned can have access to them. The link to the post will be the following: <https://www.effiliation.com/rgpd/>.

* 1. Information

The information of tracked Internet users is carried out by the Affiliate or the CUSTOMER (Advertiser) as the case may be, in accordance with the Affiliates - Advertiser Conditions annexed hereto.

* 1. Individual rights

The CLIENT and EFFINITY agree to transmit to each other without delay the requests they would receive from the persons concerned who wish to implement their rights of access, opposition, deletion, limitation, portability and to grant the said requests when they are justified.

* 1. Violation

The CUSTOMER notifies EFFINITY and reciprocally EFFINITY notifies the CUSTOMER of any violation of Personal Data collected via the Tracking Tool in writing. This notification is supplemented by all useful elements to enable EFFINITY or the CLIENT, if necessary, to notify the supervisory authority of this violation.

* 1. Container Tag

The CLIENT agrees to EFFINITY to comply with all of its obligations defined in the article 8.3 of the Advertiser Affiliate Conditions appended hereto.

**PART III. APPLICABLE TERMS TO EFFINITY AUDIENCE SERVICES**

EFFINITY has developed an audience measurement tool called "EFFINITY AUDIENCE" which allows CUSTOMERS to monitor the performance of their website.

A large part of the CUSTOMER's website traffic comes from external links. In fact, users of the CLIENT's website do not systematically arrive through its home page.

The publisher of a site must therefore be able to ensure the proper workability of the pages through which Internet users land on his website.

EFFINITY AUDIENCE makes it possible, with the help of a group of partners who disseminate links to the client's website, to monitor the performance of this site by landing page.

EFFINITY AUDIENCE allows the CUSTOMER to have Audience Measurement Reports which can allow him to:

* Identify technical browsing issues on its site
* To measure the performance of its site
* To optimize the technical performance of its site

EFFINITY AUDIENCE only gives access to anonymous data, does not identify an Internet user and does not use any personal data and personal identifier of the Internet user.

The terms of this PART III apply exclusively to EFFINITY AUDIENCE services which are also governed by the terms of PART I hereof which are applicable to all services provided by EFFINITY.

The relations between the CLIENT and the Partners who participate in its Audience Measurement Program are governed by the Partner - Client Conditions which are appended hereto and which the CLIENT acknowledges having read.

1. **OBJECTIVE**

The objective of this part III is to govern the contractual relationship between EFFINITY and the CUSTOMER which consists of:

* Set up EFFINITY AUDIENCE on the CLIENT's site with the assistance of the CLIENT
* Collect in the name and on behalf of the CLIENT the registrations of Partners in its Audience Measurement Program(s)
* Provide the client with an Audience Measurement Report at regular intervals
* Receive from the CLIENT the remuneration due to the Partners and transfer it to the Partners.

1. **EFFINITY'S OBLIGATIONS**

EFFINITY is committed to:

* 1. Provision and hosting of EFFINITY AUDIENCE

EFFINITY makes available to the CUSTOMER and hosts EFFINITY AUDIENCE.

EFFINITY AUDIENCE offers the administration tools described below:

* An administration interface placed on the EFFINITY site which allows the CLIENT to:

1. Create / modify an Audience Measurement Program
2. Create / modify the Links provided to Partners
3. Validate / refuse / deactivate Partners who must participate in Audience Measurement Programs
4. View the Audience Measurement Report. The Audience Measurement Report includes the following information in particular: number of Clicks on Links, number of visits, Partner at the origin of the visit, Communication at the origin of the visit, revenue generated by the visits or leads generated by visits,

* A registration and administration interface for Partners placed on the EFFINITY site, i.e. an Interface allowing Partners to view the Links made available to him by the CLIENT and to integrate them himself into his Communications by simply "Copy and paste" and access the amount of his remuneration for his participation in the Audience Measurement Program.
  1. Obtain the Partners' acceptance of the Partners - Advertiser Conditions annexed hereto
  2. Manage the remunerations of Partners on behalf of the CLIENT
  3. Assist the CUSTOMER in setting up EFFINITY AUDIENCE on his site.

In this context, EFFINITY provides the CUSTOMER with a tagging plan and agrees to provide him with the necessary assistance by providing him with explanatory documentation and by answering, within reasonable limits, his questions.

Any installation of Tags necessary for the proper functioning of EFFINITY AUDIENCE on the CUSTOMER's site on behalf of the CUSTOMER can only be carried out by EFFINITY if it is provided for in the special conditions or on estimate.

* 1. Support the CUSTOMER (optional)

The special conditions define any monitoring committees and their frequency. The purpose of these committees is to manage the proper functioning of Audience Measurement Programs, to raise alerts, to share progress on specific projects initiated by EFFINITY or the CUSTOMER. The CLIENT and EFFINITY agree to participate. They can be held physically or at a distance by any means of communication.

These committees are subject to a report.

* 1. Other:

Any additional request for services not provided for in the special conditions must be the subject of a pricing agreement with the Client Manager or Sales Manager in charge of the account and must be included in the special conditions of this contract or in an ad hoc amendment.

1. **CUSTOMER OBLIGATIONS**

The CLIENT commits to:

* 1. Set up the Tags delivered by EFFINITY on the website (s) as well as its mobile versions (smartphones, existing tablets participating in Audience Measurement Programs, according to the tagging plan indicated by EFFINITY. This is an essential obligation for the proper functioning of EFFINITY AUDIENCE.
  2. Validate the application of each Partner for each Audience Measurement Program, except option of the CLIENT for the delegation of the validation of Partners to EFFINITY. It is specified in the latter case that EFFINITY is not responsible for the opportunity or consequences of the validation, the CLIENT is free to terminate the participation of an Affiliate in accordance with the Terms Affiliates - Advertiser.
  3. Provide EFFINITY and / or Partners with the necessary Links for its Audience Measurement Program.

1. **AUDIENCE MEASUREMENT TRACKER**

EFFINITY AUDIENCE operates by using Cookies on the CUSTOMER's website.

In this context, the following commitments are made by EFFINITY and the CUSTOMER:

* Anonymization: EFFINITY AUDIENCE does not collect any personal data but only aggregates anonymous statistics. The CUSTOMER guarantees that the anonymous statistical data collected via EFFINITY AUDIENCE does not allow it to indirectly identify Internet users.
* Information: the CUSTOMER agrees to inform Internet users of the implementation of EFFINITY AUDIENCE Cookies on its site by indicating their existence and their purpose, for example in its confidentiality policy or in its cookie policy.
* Lifespan of the EFFINITY AUDIENCE Cookie: the EFFINITY AUDIENCE Cookies have a lifespan of 30 days
* Retention period of information collected via EFFINITY AUDIENCE: The CUSTOMER and EFFINITY agree not to keep the information collected via EFFINITY AUDIENCE beyond a period of 25 months.
* Sole purpose: EFFINITY and the CUSTOMER agree not to cross-reference the data collected via EFFINITY AUDIENCE with other processing and not to use this data for any other purpose than the proper functioning of EFFINITY AUDIENCE.
* Necessity: The CUSTOMER guarantees that the EFFINITY AUDIENCE tool is strictly necessary for the proper functioning of his site
* Sole beneficiary: EFFINITY and the CUSTOMER agree not to transmit the data collected via EFFINITY AUDIENCE to third parties

1. **FINANCIAL TERMS AND CONDITIONS**
2. EFFINITY remuneration

EFFINITY's remuneration is calculated monthly according to the sums owed by the CLIENT to the Partners.

The amount of EFFINITY's remuneration is defined in the Special Conditions.

1. Remuneration of Partners

Partners may receive remuneration in return for their participation in an Audience Measurement Program.

The operative event and the amount of the remuneration of the Partners is defined by the CUSTOMER on the Platform.

Where applicable, the Audience Measurement Report is authentic between EFFINITY, the CLIENT and the Partners to determine the latter's remuneration.

1. Payment method

The CUSTOMER agrees to pay EFFINITY upon receipt of the invoice the total sum of the commissions to be paid to its Affiliates, in addition to the sums due to EFFINITY.

In the event of non-payment of the remuneration of the Partners to EFFINITY, EFFINITY reserves the right to block the payments to the Partners, EFFINITY not being responsible for the Partners.

EFFINITY pays their remuneration to the Partners within a maximum period of 2 months after receipt of their invoice. This repayment is made on condition that the sum of the remuneration collected for a Partner for all of its audience measurement programs reaches a minimum of 75 euros excluding tax.

1. Control

CUSTOMER reserves the right to appoint an independent, qualified auditor to examine, inspect and, if necessary, take extracts from or make copies of archived Audience Measurement Reports that are directly related to the calculation and payment of the above fees, subject to the following conditions:

* He will notify EFFINITY of such an intervention at least 10 working days before the scheduled date.
* These inspections will take place in the offices of EFFINITY where the Activity Reports are kept, during regular office opening hours. EFFINITY agrees to provide reasonable assistance to the auditor appointed by the CLIENT so that he can carry out his audit mission. The costs associated with such an audit shall be met by the CLIENT.
* The control can only relate to Audience Measurement Reports dated less than twenty-five months, considering the retention periods mentioned in article 3d above. After this period, the remuneration of the Partners and EFFINITY can no longer be contested by the CUSTOMER.

1. **DURATION**

The duration of the services is defined in the special conditions signed by the CLIENT and EFFINITY.

Either party may terminate the contract without notice, by certified mail with acknowledgement of receipt, in case of breach by the other party of its obligations, without this breach being remedied 8 days after receipt or first presentation of a formal notice addressed by certified mail with acknowledgement of receipt.

**PART IV. EFFINITY ADS**

EFFINITY can take care of disseminating a promotional campaign of the Customer on audience hubs (non-exhaustive: Twitter, Facebook, Google, Snapchat, Instagram...), comparators (including Google shopping) (above and hereinafter referred to as "Media").

The terms of this PART IV apply exclusively to EFFINITY AUDIENCE services which are also governed by the terms of PART I hereof which are applicable to all services provided by EFFINITY.

1. **OBJECTIVE**

The objective of this part IV is to govern the contractual relationship between EFFINITY and the CUSTOMER which consists of:

* Position the CLIENT on the Platforms defined in the special conditions
* Distribute the CLIENT's Promotional Tools on the selected Media
* Optimize the distribution of these Promotional Tools on the Media
* Analyze the results obtained via the Platform reports
* If necessary, integrate the Platform Tag on the CUSTOMER's site or in the Container Tag

The CUSTOMER agrees to comply with the obligations arising from the contractual conditions of the Media concerned, in particular the notice period for stopping a campaign on a Media, compliance with these obligations being a determining condition of this contract.

1. **ORDER**

The special conditions detail in particular:

* The subscribed services
* Duration of services
* Amount of EFFINITY's remuneration
* Payment Terms
* Media selected by the CUSTOMER

1. **EFFINITY'S OBLIGATIONS**

EFFINITY provides the CUSTOMER with the following services:

1. Ensure the relationship with the Media to which the Promotional Tools are integrated
2. Formatting and transmission of the CLIENT's Promotional Tools to the Media selected by the CLIENT, once a day
3. Checking that these Promotional Tools are online. It is specified that the final distribution of the Customer's Promotional Tools is the Media and does not depend on the unique will of EFFINITY.
4. Optimization: analyze the results of the campaign and modify accordingly (i) the CLIENT's Promotional Tools (ii) the content of the tools and (iii) the budget allocated to each Media selected by the Client, all with the objective of better visibility of the campaign. The special conditions specify whether these modifications must be validated by the CLIENT.
5. If the service relates to one or more comparators, remove the products that generate costs without generating a sufficient number of sales
6. Provide monthly reports integrating the dissemination statistics of the Client's Promotional Tools on the selected Media, an analysis of these statistics and a report on the optimization actions carried out.
7. Integration of the Media Tag on the customer's site (optional) or integration of the Container Tag on the Customer's site and integration of the Media Tag into the Container Tag (optional).

1. **CUSTOMER OBLIGATIONS**

The CLIENT commits to:

1. When he subscribes to the service, make a presentation to EFFINITY defining its objectives in terms of distribution of its promotional tools.
2. Provide EFFINITY with its Promotional Tools and the elements necessary for the integration of its Promotional Tools on the Media while respecting EFFINITY's requests in terms of IT format.
3. Provide all necessary information to EFFINITY.
4. Contract referencing and catalog integration services with the Media of its choice and inform EFFINITY thereof or entrust EFFINITY with a mandate to purchase these services on its behalf.
5. **PURCHASE OF SPACE ON THE MEDIA**

In the context of the acquisition of advertising space on the Media, EFFINITY acts as the Client's agent and is subject to the billing terms of the space sellers.

The Customer releases EFFINITY from any liability which may result from the fact that the invoicing methods for the Media do not allow compliance with the law of January 29, 1993, known as the “Sapin” law.

The special conditions define:

* The maximum monthly space purchase budget that the Customer authorizes EFFINITY to spend on the selected Media
* If EFFINITY acts as a non-paying or paying agent.

**Non-paying agent**

If EFFINITY acts as a non-paying agent, invoices are sent directly by the Media to the Client who pays them directly to the Media.

**Paying agent**

If EFFINITY acts as a paying agent, invoices are sent by the Media to EFFINITY and copied to the Client.

EFFINITY sends the Customer an invoice each month for the purchase of space on the Media the previous month.

Regarding payment, EFFINITY settles invoices to Media on behalf of the Customer. This payment can only be made after the Customer has actually paid EFFINITY. In any case, EFFINITY cannot pay upfront on behalf of the Client to the Media.

1. **MEDIA ACCOUNTS**

If the Customer already has an account on the selected Media, he agrees to transmit to EFFINITY his access codes to said accounts or a delegation of access rights to the Media if applicable.

If the Customer does not have an account on one or more Media that he has selected, EFFINITY creates an account on the Media to set up the Customer's campaign. In this case, at the end of the services, this account remains the property of EFFINITY which will not be required to transfer access to it to the Customer, just as EFFINITY will not be required to send the Customer the Media Tag.

1. **EXCLUSIVITY**

Throughout the duration of the services defined in the special conditions, the Customer grants EFFINITY exclusivity for all services identical or similar to the services provided by EFFINITY on the Media selected by the Customer.

1. **DURATION**
   1. Duration

The duration of the services is defined in the special conditions.

In case of termination by the CLIENT before the defined term, the CLIENT will owe EFFINITY the totality of EFFINITY's remuneration defined in the special conditions and calculated on the basis of the maximum space purchase budget defined by the Client, for the remaining contractual term.

* 1. Termination for misconduct

In case of:

* + - Failure by the Customer to pay any invoice to EFFINITY (remuneration or purchase of space),
    - Failure by the Client to comply with ARTICLE 4.d or ARTICLE 4.g of this document
    - Breach by EFFINITY of ARTICLE 4.g of this document
    - Breach by one of the parties of the ARTICLE 4.i or ARTICLE 4.j of this document

And if this violation is not solved by the party concerned 8 days after receipt of a formal notice sent by the other party by certified mail with acknowledgment of receipt, the other party may terminate the contract without notice, by certified mail with acknowledgment of receipt.

Remuneration for any month started is due in full.

1. **FINANCIAL CONDITIONS**

EFFINITY's remuneration and payment conditions are specified in the special conditions.

The remuneration of EFFINITY can be calculated according to the remuneration of the Media. In this case and if the Media's remuneration is calculated according to the performance of the campaign on the Platform, the CUSTOMER acknowledges that the remuneration determined by the Media and the reports established are authentic for the calculation of the remuneration of EFFINITY.

1. **COOKIES**

When the Media Tag is integrated on the CUSTOMER's site or in the Container Tag, the CUSTOMER agrees to:

* To collect the informed consent of the Internet users to the deposit and to the reading of the Tags of the Media, by following the applicable regulation and, as far as reasonable, by respecting the recommendations and good practices published by the competent authorities.
* Indicate to Internet users the mechanisms allowing them to oppose to this tracking
* Indicate to Internet users the contact details of the Media Concerned

1. **TRANSMISSION FROM CUSTOMER DATABASE TO MEDIA**

The CUSTOMER can ask EFFINITY to send to one or more Media Personal Data from its customer / prospect database so that its campaigns can be distributed:

* From people appearing in this database
* With people who have similar profiles

In this context, EFFINITY acts as a Processor and the Agreement on the processing of personal data is applicable.

It is agreed as an essential condition that the decision to carry out this operation is taken under the full responsibility of the CUSTOMER.

The CLIENT commits to:

* Ensure that the envisaged transaction respects the contractual conditions of the Media concerned
* Find out about the place of accommodation by the media concerned of the transferred data
* Ask EFFINITY to only transfer data relating to people who have been informed in accordance with the GDPR with regard to the planned transaction
* Ask EFFINITY to transfer only data relating to people who have given their consent to the performance of the intended operation
* Ensure that the individual rights of the persons concerned are respected, if necessary, by indicating them the way in which they can assert their rights with the Media
* Transfer the data to EFFINITY in encrypted form, in md5 or sha-256 format.

**PATIE V. EFFINITY STUDIO**

EFFINITY may be mandated by its CLIENTS to call on service providers in their name and on their behalf to create communication Media for their campaigns.

The terms of this PART IV apply exclusively to these services. These services are also governed by the terms of PART I hereof which are applicable to all the services provided by EFFINITY.

1. **PURCHASE ORDER**

Each order is subject to the signature of a purchase order by the CLIENT which details in particular:

* The services for which EFFINITY must call on service providers.
* The budget allocated by the CLIENT for the remuneration of EFFINITY and service providers.

1. **CLIENT OBLIGATIONS**

The CLIENT commits to:

* Provide a written description of their needs which will be the reference document for the project.
* Provide all the necessary elements (such as logo, image, etc. in the appropriate format)
* Provide the information essential for a good understanding of the project.
* Make a maximum of three verifications with EFFINITY per project

1. **EFFINITY'S OBLIGATIONS**

EFFINITY is committed to:

* Call in the name and on behalf of the Customer to the competent service provider(s) to produce the requested communications media
* Make the necessary art or domain name purchases for the CUSTOMER
* Participate on behalf of the CLIENT in the final tests

1. **FINANCIAL TERMS AND CONDITIONS**

EFFINITY's remuneration is defined in the Purchase Order.

EFFINITY invoices CUSTOMERS for the remuneration due to it as well as the remuneration due to service providers it uses on behalf of the Client.

The invoicing of these remunerations is done with the order. Invoices must be paid upon receipt.

The services will be provided once the remuneration is due to EFFINITY as well as the remuneration due to service providers paid by the Customer.

**PART VI. EMAIL ROUTING ON BEHALF OF THE CUSTOMER**

EFFINITY can be mandated by its CLIENTS to carry out the technical distribution of messages during an email campaign (hereafter: email routing).

The terms of this PART V apply exclusively to these services. These services are also governed by the terms of PART I hereof which are applicable to all the services provided by EFFINITY.

1. **DELIVERY OF THE EMAIL DATABASE**

Before each email is sent, the CUSTOMER gives EFFINITY its database which includes the email addresses of the recipients, as well as, where applicable, their first and last names.

The file must be submitted in Excel or CSV format or any other format that would have been specifically indicated as being adequate by EFFINITY.

The content of the email will be sent by the CLIENT to EFFINITY or created by EFFINITY on the basis of the latter's instructions.

1. **FINANCIAL TERMS AND CONDITIONS**

The financial conditions are defined in the Purchase Order.

1. **PERSONAL DATA**

In this context, EFFINITY acts as a Processor and the Agreement on the processing of personal data is applicable.

The CUSTOMER is a Data Controller and notably guarantees compliance with the principles listed in Articles 5 and 6 of the GDPR as well as compliance with the rules provided for in Article L.34-5 of the Post and Telecommunications Code. As such, it will be responsible for collecting consent from people to receive commercial prospecting emails, under conditions that comply with those imposed by regulations, whenever such consent is required. The CLIENT releases EFFINITY from any liability that may result from the lack of prior consent of the persons.

**PART VII: CREATION OF A LANDING PAGE AND ASSOCIATED SERVICES**

EFFINITY may be mandated by its CLIENTS to create web pages intended to contain data collection forms (hereinafter: “landing page”). These forms are intended to be completed by Internet users who visit the CLIENT's website (for example when they make a purchase, create an account, subscribe to a newsletter, etc.)

The terms of this PART V apply exclusively to these services. These services are also governed by the terms of PART I hereof which are applicable to all the services provided by EFFINITY.

1. **SCOPE**

A purchase order details the services ordered and the associated costs. Three models are possible:

- Model 1: EFFINITY creates the landing page and delivers it to the CUSTOMER in html format.

- Model 2: EFFINITY creates the landing page and hosts it but does not host the associated database (more specifically: the information entered by Internet users on the form).

- Model 3: EFFINITY creates the landing page, hosts it, and hosts the associated database.

1. **CREATION OF THE LANDING PAGE** 
   1. Textual and visual content

The CUSTOMER agrees to provide EFFINITY with all the elements he wishes to appear on the landing page (such as logo, image, etc. in the appropriate format).

The CUSTOMER must also specify to EFFINITY the fields that must appear on the collection form. The CUSTOMER agrees to respect the principle of data minimization, more specifically to request only adequate, relevant, and limited data to what is necessary with regard to the purposes for which they are processed.

More generally, the CUSTOMER agrees to communicate to EFFINITY any information or element that it may need for the realization of the landing page within the allotted time.

EFFINITY cannot be held responsible for any damage caused by the content communicated by the Customer. The CUSTOMER will be in particular responsible for the property rights that may exist on these elements.

Unless it is indicated in the purchase order, EFFINITY's service does not include the drafting of legal information notices and notices imposed by the regulations relating to Personal Data. EFFINITY may offer this service in addition.

* 1. Deliveries

Once the landing page has been created, EFFINITY will give access to the CUSTOMER who must email back to validate the landing page or indicate the changes to be made. Where applicable, these modification requests must be minor and correspond to the needs as initially expressed by the Customer. Otherwise, EFFINITY may invoice the implementation of the modifications.

Any lack of response from the CUSTOMER within 5 working days following the provision of the landing page constitutes implicit validation.

Any additional request in relation to the needs initially expressed by the CUSTOMER or lack of collaboration or responsiveness from the CUSTOMER in providing the elements or information requested by EFFINITY may result in a delay in the date of availability of the page possibly announced to the CUSTOMER.

* 1. Intellectual property

- Model 1: EFFINITY transfers the developments to the CUSTOMER. EFFINITY retains ownership of developments until payment of the full price in principal and accessory and may therefore claim their return at the CUSTOMER's expense in the event of non-payment or late payment.

- Model 2 and 3: EFFINITY retains ownership of developments on the landing page. The CUSTOMER has a right of use.

1. **ASSOCIATED SERVICES** 
   1. **Hosting of the landing page by EFFINITY**

The CUSTOMER may decide to entrust the hosting of the landing page to EFFINITY. In this case and assuming that EFFINITY also hosts the associated database (Model 3), EFFINITY acts as a Subcontractor within the terms of the personal data regulation and the Agreement on the processing of personal data is applicable.

* 1. **Hosting of the landing page by the CLIENT**

The CUSTOMER can decide to provide hosting for the landing page. In this case, EFFINITY will be able to take over and integrate the landing page according to what is described in the purchase order. The Agreement on the processing of personal data is not applicable.

* 1. **Mail routine**

Whatever model is chosen, EFFINITY can also create an email routine which consists, when an Internet user has filled out a form on the landing page, to automatically send him an email which includes all or part of the information he has filled in.

1. **FINANCIAL TERMS AND CONDITIONS**

The remuneration of EFFINITY as well as the invoicing deadlines are defined in the purchase order.

The creation of the landing page and, where applicable, its integration into the Customer's environment, will give rise to fixed fees. The hosting of the landing page by EFFINITY will give rise to monthly fees.

Invoices must be paid upon receipt.

Any shift in the schedule due to the CLIENT or additional request during the project may result in additional invoicing.

**PART VIII. BASIC EMAIL DEDUPLICATION ON BEHALF OF THE CUSTOMER**

EFFINITY can be mandated by the CLIENT for basic email deduplication services.

The terms of this PART V apply exclusively to these services. These services are also governed by the terms of PART I hereof which are applicable to all the services provided by EFFINITY.

1. **OBJECTIVE**

It is possible to subscribe to these services by simply exchanging emails. It consists in the fact that the CUSTOMER, who in the framework of an affiliation campaign has chosen the emailing lever, can share a database of email addresses to which he does not want the campaign to be destined (hereinafter the "No-call database") so that the Affiliate who participates in this campaign can take it into account.

This service can be performed

* by EFFINITY. In this context, the CUSTOMER agrees to send its No-call database to EFFINITY so that it can delete the emails from the No-call database from the database of the Affiliate(s) concerned.

or

* Directly via the Affiliate(s) participating in the Client's emailing campaign. The CUSTOMER agrees to send EFFINITY its No-call database so that it transfers it to the Affiliates concerned.

In both cases, the CUSTOMER agrees that his No-call database is transferred in an encrypted manner, in md5 or sha-256 format.

1. **FINANCIAL TERMS AND CONDITIONS**

The financial conditions are defined in the Purchase Order.

1. **PERSONAL DATA**
   1. **When the service is provided by EFFINITY**

In this case, the CLIENT, EFFINITY and the Affiliate act as joint data controllers and the following has been agreed:

* EFFINITY agrees to delete the No-call database and the Affiliate database immediately after having performed his service
* EFFINITY agrees to implement all appropriate technical and organizational measures to protect the CUSTOMER's repellent database and the Affiliate's database
* The CUSTOMER agrees to inform the persons appearing in its No-call database that it is likely to transfer their data to its partners in order to respect their desire to no longer be solicited
* The Affiliate agrees to inform the persons appearing in its database that it is likely to transfer their data to its partners in order to respect their desire to no longer be solicited
* The Advertiser Affiliate Conditions define the reciprocal obligations of Advertisers and Affiliates
  1. **When the service is provided directly via Affiliates who participate in the mailing campaign**

In this case, the CLIENT, EFFINITY and the Affiliate act as joint data controllers and the following has been agreed:

* The CUSTOMER agrees to ask EFFINITY by email to transfer its No-call database to specific Affiliates
* EFFINITY agrees to delete the repelling database immediately after having transferred it to the Affiliates concerned
* EFINITY agrees to implement all appropriate technical and organizational measures to protect the CUSTOMER's repelling database
* The CUSTOMER agrees to inform the persons appearing in its No-call database that it is likely to transfer their data to its partners in order to respect their desire to no longer be solicited
* The Advertiser Affiliate Conditions define the reciprocal obligations of Advertisers and Affiliates

**PART IX. EFFINITY INFLUENCE**

EFFINITY can take care of calling on people with a more or less important audience on a blog and / or social networks (hereinafter the “Influencers”) to promote the CUSTOMER's brand and / or products via articles, posts, photos, videos, participation in events...

The terms of this PART IV apply exclusively to EFFINITY AUDIENCE services which are also governed by the terms of PART I hereof which are applicable to all services provided by EFFINITY.

The relations between the CLIENT and the Influencers who participate in his Influence Campaign are governed by the Influencer - Advertiser Conditions which are appended hereto and which the CLIENT acknowledges having read.

1. **Order**

The implementation of an Influence Campaign gives rise to the signature by the CLIENT of specific conditions which determine:

* + - The type of Influence Campaign planned which will then be specified as defined below
    - The overall budget dedicated to the Influence Campaign
    - In the event of remuneration based on results, the conditions
    - If applicable, the duration of the Influence Campaign.

1. **EFFINITY's obligations**

EFFINITY is committed to:

1. Based on the CLIENT's indications, write a summary on the CLIENT's Influence Campaign of approximately one page (hereinafter the “Note”) including in particular (i) the type of promotion expected (ii) the language elements to be favored by Influencers participating in the Influence Campaign, (iii) the product or offer that the CUSTOMER wishes to have relayed by the Influencers, (iv) the link to a CUSTOMER's internet page that the participating Influencers to the Influence Campaign will have to insert in their publications.

The Note is meant to determine the content of CLIENT's Influence Campaign.

The CUSTOMER commits to a maximum of three verifications to arrive at the final version of the Note. For each draft Note, the CLIENT must submit its observations or validation within two working days.

1. Depending on the budget defined by the CLIENT and based on the Note, select the Influencers likely to participate in the CLIENT's influence campaign, negotiate their remuneration and have their participation (or not) validated by the CLIENT
2. Ensure the relationship with the Influencers participating in the Influence Campaign
3. Validate the content proposed by Influencers based on the Rating.
4. Send the link to the CLIENT's internet page to influencers and check that it is online.
5. Ensure the payment of Influencers on behalf of the Client, except for an endowment in kind.
6. Send the CLIENT an end-of-campaign report integrating (i) the performance of the Influence Campaign (ii) the lessons of the Influence Campaign and possibly (iii) recommendations for future Influence Campaigns

1. **Obligations of the CUSTOMER**

The CLIENT commits to:

1. When subscribing to the service, explain to EFFINITY the objectives of his Influence Campaign.
2. Provide EFFINITY with the link to a web page that influencers participating in the Influence Campaign must include in their publications
3. Provide all necessary information to EFFINITY.
4. Validate (or not) (i) participation in his Influence Campaign and (ii) the remuneration of each Influencer proposed by EFFINITY within two working days.
5. Provide EFFINITY with all the necessary elements (such as logo, image, gift code voucher, products for blogs, etc. in the appropriate format)
6. Comply with any regulations requiring them to reveal their links with influencers.

1. **Financial Conditions**
   1. Payment conditions

The specific conditions define the overall budget that the CLIENT devotes to his Influence Campaign. This budget includes the remuneration of EFFINITY and the remuneration of all Influencers who will participate in the Client’s Influence Campaign (excluding provisions).

* 1. Details on the remuneration of influencers

The remuneration of each Influencer is negotiated by EFFINITY and validated by the CLIENT. This remuneration can take different alternative or cumulative forms, as set out below.

Apart from the provisions, EFFINITY acts as the CLIENT's paying agent for the remuneration of Influencers. This payment can only be made after the Customer has actually paid EFFINITY. In any case, EFFINITY cannot pay upfront on behalf of the Client to the Media.

* **Fixed remuneration**

The remuneration of Influencers can be fixed.

* **Provisions**

Provision may be made for Influencers to receive a product, service, or discount code from the Client.

If the endowment consists of a product:

* + - EFFINITY collects the choice of Influencers and their contact details for sending the endowment
    - EFFINITY transfers them to the CLIENT for the sole purpose of being able to send the provisions to the Influencers. The Customer agrees to keep this data only for the time necessary to send the provisions.
    - The CUSTOMER transfers the tracking numbers for the provision’s shipments to EFFINITY
    - EFFINITY, under any circumstances, is not in charge of the purchase of provisions or their shipment

If the prize consists of a discount coupon or a voucher:

* + - The CUSTOMER provides EFFINITY with one voucher per Influencer.
    - EFFINITY is responsible for transferring it to the Influencer and monitoring the resulting purchase by the Influencer. In this context, the CLIENT agrees to respond to EFFINITY's requests relating to the effective use of the vouchers.
* **Other**

The Influencer can receive remuneration:

* + - As an Affiliate within the framework of its participation in the Client's Campaign
    - As a Partner within the framework of its participation in the Customer's Audience Measurement Program

1. **Intellectual property**

The Influencer - Advertiser Conditions define:

* + - The right of use granted by the Client to the Influencer on the elements that he can make available to him within the unique framework of the Influence Campaign
    - The assignment of rights by the Influencer to the CUSTOMER on their creations as part of the Influence Campaign.

1. **Responsibility**

EFFINITY does not make any commitment on the progression of the CUSTOMER's revenue. Its obligations are set out in article 8.b above.

EFFINITY cannot be held responsible for the actions of the Influencer. EFFINITY cannot be held responsible for:

* Site content, blog, account on a social network of the Influencer for publications unrelated to the CLIENT's Influence Campaign and after his selection to participate in this Influence Campaign
* Misuse of EFFINITY's services by an Influencer
* Non-compliance with instructions, content validation... by an Influencer

1. **Duration**
   1. Duration

The duration of the services is defined in the special conditions.

In the event of termination by the CLIENT before the defined term, the CLIENT will be liable to EFFINITY for all of the remuneration of EFFINITY defined in the special conditions.

* 1. Termination for misconduct

In case of:

* + - Failure by the Customer to pay any invoice to EFFINITY
    - Failure by the Client to ARTICLE 9.c, ARTICLE 9.d, ARTICLE 9.h of this document
    - Breach by EFFINITY of ARTICLE 9.b of this document
    - Failure by one of the parties to ARTICLE 1.i hereof

And if this violation is not solved by the party concerned 8 days after receipt of a formal notice sent by the other party by certified mail with acknowledgment of receipt, the other party may terminate the contract without notice, by certified mail with acknowledgment of receipt.

Remuneration for all services performed on the effective date of termination is due in full.

1. **Loyalty**

The CLIENT agrees not to collaborate directly or indirectly with Influencers who have been presented to him by EFFINITY (regardless of whether the Influencer participation in the Influence Campaign has been validated or not by the CLIENT) for a period of one year following this introduction of the Influencer to the CUSTOMER.

In the event of violation of this obligation, the CUSTOMER will owe EFFINITY an amount equal to € 1,000 for each violation of this rule.

**AFFILIATE TERMS - ADVERTISERS**

1. **OBJECTIVE**

The company EFFINITY (simplified joint stock company registered with the Paris RCS under number 432831550, has its headquarter located at 80, rue Taitbout, 75009 Paris) and operates under the trade name EFFINITY, is a marketing consulting agency

It offers various services including affiliation which consists for EFFINITY in putting a client (hereinafter “Advertiser”) in contact with website editors or service providers (hereinafter “Affiliates”), who are registered on its platform, in order to ensure the promotion of Advertisers or their products to Internet users who frequent the sites of Affiliates or the Affiliate network. The promotion is done by using links on the Affiliates' Website or the Affiliates' network allowing access to Advertisers' Website or by email campaign. The EFFINITY Tracking Tool makes it possible to identify and count the events likely to generate remuneration for Affiliates. Only this tool is valid to determine the remuneration due to Affiliates.

These Affiliate Conditions - Advertisers are concluded between Advertisers and Affiliates who participate in Advertiser's Campaigns. Their purpose is to govern their relationships.

1. **DEFINITION**

**Affiliate:** Website publisher, owner of applications selling commercial links or electronic address files participating in a Campaign

**Advertiser:** Customer of EFFINITY who wishes to promote itself or its products or services through campaigns.

**Campaign:** promotional campaign aimed to generate traffic on the Advertiser's website (s), the terms of which are defined on the Platform and in these Affiliate - Advertiser Conditions

**Cookies**: Cookies are small files that a website can send to the browser software and which can then be saved.

**Personal data: any information relating to an identified or identifiable natural person (hereinafter referred to as "Data** Subject"); is deemed to be an "identifiable natural person" a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more specific elements specific to his/her physical, physiological, genetic, psychic, economic, cultural, or social identity;

Link: link to the Advertiser's website

**Promotional Tool:** object disseminated by the Affiliate which will allow an Internet user to go directly or indirectly to the Advertiser's site such as banner, e-mail, xml feed, cashback link, etc. which may include a Link

**Tracking Tool:** Software solution making it possible to track events giving rise to remuneration such as sales made by an Advertiser directly or indirectly following a visit to an Affiliate site, receipt of a form, click. Tracking on the CLIENT's site is carried out using Tags placed on the confirmation pages of the actions to be followed.

**Platform:** software solution accessible via the Internet including the administration and monitoring tools and Tracking Tools, accessible via extranet It includes in particular an interface for the Advertiser and an interface for the Affiliate.

**Joint controller**: When two or more personal data controllers jointly determine the purposes or means of processing.

**Controller**: the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and ways to the operation process; where the purposes and ways of such processing are determined by Union law or by the law of a Member State, the controller may be designated or the specific criteria for such designation may be laid down by Union law or by the law of a Member State.

**GDPR:** Regulation (EU) 2016/679 adopted by the European Parliament and the Council on April 27, 2016, applicable from May 25, 2018

**Subcontractor:** In the context of the regulations on Personal Data, the natural or legal person, public authority, department, or other body which processes personal data on behalf of the Data Controller.

**Tags:** Tags are pixel-sized images under the .GIFs format which are used to count the number of visitors who have accessed the page of a Website.

**Processing**: any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1. **REMINDER OF EFFINITY'S ROLE**

EFFINITY acts as agent of the Advertiser and the Affiliate.

In this context, its missions consist in particular of:

* Obtain acceptance of these conditions by the Advertiser and the Affiliate
* Collect in the name and on behalf of the Advertiser the registrations of Affiliates to its Campaign(s).
* Count the flows (the traffic and the actions generated by the Promotional Tools of the Campaigns).
* Receive from the Advertiser the remuneration due to Affiliates based on the results observed and pay it to Affiliates.
* Provide the Advertiser and the Affiliate with a Campaign management interface

1. **AFFILIATE COMPENSATION CONDITIONS**

The Affiliate's remuneration conditions are set by the Advertiser and accessible on the Platform.

Events giving rise to remuneration of the Affiliate by the Advertiser are recorded by EFFINITY.

1. **RESTRICTION ON THE USE OF CERTAIN PROMOTIONAL TOOLS**

The type of Promotional Tools authorized for the Affiliate are set by the Advertiser in the Campaign conditions which are accessible on the Platform.

Use by the Affiliate of a type of Promotional Tool not authorized by the Advertiser:

* cannot give rise to remuneration for the Affiliate, and,
* may result in the immediate exclusion of the Affiliate from all the Advertiser's Campaigns

1. **EMAILING**

If the Affiliate sends email to an email database, he agrees to comply with the regulations applicable to commercial prospecting, in particular the terms of Article L. 34-5 of the Postal Code and electronic communications.

In the context of emailing campaigns, the Advertiser is likely to share with the Affiliate a database of email addresses to which he does not wish the campaign to be intended (hereinafter the “No-call database”) so that the Affiliate who participates in this campaign can take it into account.

In this context, the Affiliate agrees not to send any e-mail to the persons appearing in this No-call database.

1. **TERMINATION**

This contract is concluded on a non-exclusive basis between the Advertiser and the Affiliate, for an indefinite period, it being specified that each of the parties may terminate it at any time by simple email sent to[:](mailto:effilie@effiliation.com)effilie@effiliation.com.

The Advertiser may stop a Program or terminate an Affiliate's participation in a Program within 7 days under any circumstances and for any reason, and with immediate effect in case of just cause, it being understood that any breach of this Agreement by the Affiliate shall constitute just cause.

The Affiliate has the option of terminating the contract with 7 days notice.

1. **PERSONAL DATA/COOKIES**
   1. **Affiliation**

It is recalled that in the context of affiliation services, EFFINITY only processes pseudonymized Personal Data (i.e. an identifier that does not allow EFFINITY to identify the Internet user traced with the data at its disposal).

* + 1. Responsibility of the parties

The Advertiser acts as

* Co-Data Controller with EFFINITY and Affiliates participating in its Campaign
* Data controller with regard to its own website.

The Affiliate acts as:

* Joint data controller with EFFINITY and the Advertisers in which he participates in the Campaign
* Responsible for processing with regard to its website or any other Processing that it may carry out.
  + 1. Compliance with regulations

The Advertiser and the Affiliate mutually agree to comply with the regulations in force applicable to the Processing of Personal Data.

* + 1. Information - cookie consent

**If the Affiliate participates in the Campaign via a Website or a service that he publishes:**

The Affiliate agrees to:

* Publish on its site the information notices imposed by the regulations on Personal Data, in particular those provided for in Article 13 of the GDPR. In particular, he must inform Internet users of the fact (i) that his site participates in Campaigns (ii) that EFFINITY and the Advertisers who have Links or Promotional Tools on its site are jointly responsible for processing with the Affiliate (iii) that in the context of the Campaigns, the redirects of the Internet user from the Affiliate's site to the Advertiser's site and the actions that follow (form, purchase) are tracked by EFFINITY
* Collect the informed consent of Internet users to deposit and read the Cookies necessary for the functioning of the Tracking Tool both on its own site and on that of the Advertiser and this, in accordance with the applicable regulations and, to the extent of reasonableness, by respecting the recommendations and good practices published by the competent authorities. The Affiliate agrees not to place Cookies until the Internet user has given his consent.
* Provide the Advertiser on the Platform with proof that it collects the consent of Internet users to deposit and read the Cookies necessary for the functioning of the Tracking Tool
* More generally, comply with the regulations applicable to Cookies and trackers and, as far as is reasonable, follow the recommendations and best practices published by the CNIL on Cookies and trackers

The Advertiser agrees not to block the call of the EFFINITY Tag when the consent has been obtained by the Affiliate

**If the Affiliate participates in the Campaign via a service that he does not publish (e.g. search ads, social network, emailing, etc.):**

The Advertiser agrees to:

* Publish on its site the information notices imposed by the regulations on Personal Data, in particular those provided for in Article 13 of the GDPR. It must inform users of the fact (i) that its site participates in Campaigns (ii) that EFFINITY and Affiliates who distribute Promotional Tools of the Advertiser are Joint Responsible for processing with the Advertiser (iii) that under the Campaigns, the redirections of the user of the Promotional Tools distributed by the Affiliate to the site of the Advertiser and the actions that follow (form, purchase) are tracked by EFFINITY
* Collect the informed consent of Internet users to the deposit and reading of Cookies and Tags necessary for the operation of the Tracking Tool, in accordance with the applicable regulations and, to the extent reasonable, in compliance with the recommendations and good practices issued by the competent authorities. The Affiliate agrees not to place Cookies until the Internet user has given his consent.
* More generally, comply with the regulations applicable to Cookies and trackers and, as far as is reasonable, follow the recommendations and best practices published by the CNIL on Cookies and trackers
  + 1. Individual rights

The CLIENT and EFFINITY agree to transmit to each other without delay the requests they would receive from the persons concerned who wish to implement their rights of access, opposition, deletion, limitation, portability and to grant the said requests when they are justified.

* + 1. Data Protection Officer

The name and contact details of the Advertiser's and Affiliate's data protection officer are, where applicable, accessible on the Platform.

* 1. **Effi-ID**

Effi-ID is a service that can allow the Affiliate to identify, by means of a reconciliation key, the person who carried out an operation with the Advertiser that generated a commission for the Affiliate In this case, this service can only be set up when the person concerned is registered with the Affiliate.

When the Affiliate uses Effi-ID for this purpose, he is required to report it on the Platform.

This Section 8.2 applies between Advertiser and Affiliates who use the Effi-ID service for the purpose set forth above in connection with Advertiser's campaign, provided that the other terms hereof shall also apply.

Effi-ID may also be used for purposes other than identifying individuals, such as tracking the results of advertising space on the Affiliate's site. In this case, this article 8.2 does not apply.

* + 1. Objective, type and purpose

The Affiliate uses Effi-ID to identify the Internet user who, by performing a specific action at the Advertiser, has generated a commission for the Affiliate.

The precise purpose is indicated on the Platform.

The Affiliate agrees not to use the Personal Data collected via the Effi-ID for other purposes.

In particular, he is prohibited from using the Personal Data collected via the Effi-ID for:

* other Campaigns from other advertisers
* sell or monetize them
* make them available to third parties
  + 1. Personal data processed
* Username
* Purchase or action data (lead).
  + 1. Individual rights - Legality

The Affiliate agrees to:

* Provide Internet users who register on its site or its community with all the information required by the regulations on Personal Data.
* Collect the consent of Internet users who register on its site or its community.
* Respond effectively to requests from people who assert their rights of access, erasure, limitation, portability
* Inform Internet users who register on its site or its community that it has made the above commitments.
* Limit the data retention period to that strictly necessary to achieve the desired purpose.
  + 1. Security - Transfers

The Affiliate implements all appropriate technical and organizational measures to protect the Personal Data collected through Effi-ID, considering the state of the art, the costs of implementation, the nature, scope, context and purposes of the Processing as well as the risks, for the rights and freedoms of individuals, in order to ensure a level of security appropriate to the degree of likelihood and seriousness of the risk.

If the Affiliate is required to transfer such data to a third country or international organization under the law of the Union or the law of the Member State to which it is subject, it shall inform the Advertiser in advance, unless the law concerned prohibits such information for important reasons of public interest.

The Affiliate shall not transfer Personal Data collected via Effi-ID to third parties without informing the data subject and obtaining his/her consent.

The Affiliate agrees to guarantee the confidentiality of such Personal Data and to ensure that the persons authorized to process such Personal Data are bound by an appropriate obligation of confidentiality of legal or, failing that, contractual origin and receive the necessary training in the protection of personal data.

* 1. **Container Tag**

The Container Tag is a JavaScript code hosted by EFFINITY, which is called directly by the Advertiser's website, and which may contain the Tags of certain Affiliates. This script retrieves parameters transmitted by the Advertiser. Affiliates integrated into the Container Tag are called and receive information from the Advertiser based on the pages viewed by an Internet user. This call allows them to learn more about the Internet user's navigation by placing cookies.

It is reminded that the Advertiser must give his agreement to:

* The integration of the Container Tag on its Website, and
* The integration of an Affiliate in the Container Tag integrated on its website

This article 8.3 applies between the Advertiser who has integrated the Container Tag on its Website and the Affiliates integrated in this Container Tag, it being specified that the other terms hereof also apply.

* + 1. Objective, type, and purpose

The object, nature and purpose of the Affiliate's script integrated into the Container Tag itself integrated on the Advertiser's site are detailed on the Platform.

The Affiliate agrees not to use the Personal Data collected on the Advertiser's site for purposes other than the Advertiser's Campaign in question.

In particular, he is prohibited from using the Personal Data collected for:

* Other Programs from other Advertisers
* Sell or monetize them
* Make them available to a third party
  + 1. Process Duration

During the term of this contract.

* + 1. Personal data processed
* Connection data (IP address, session ID, device identifier, device)
* Browsing behavioral data (page views, products or descriptions of services viewed)
* Purchase or action data (lead).

The Affiliate is required not to collect other types of Personal Data via its script integrated into the Container Tag. In particular, the Affiliate refrains from collecting data allowing the identification of the Internet user (such as last name, first name, email address, etc.).

* + 1. Categories of people involved

The people concerned are Internet users who browse the Advertiser's site.

* + 1. Personal rights - Legality - Cookies
       1. *Information - Consent*

The Advertiser agrees to:

* To obtain the informed consent of Internet users to deposit and read the Affiliate's Tags Integrated into the Container Tag, in accordance with the applicable regulations and, to the extent reasonable, in compliance with the recommendations and good practices issued by the competent authorities. The Affiliate agrees not to place Cookies until the Internet user has given his consent.
* Indicate to Internet users the mechanisms allowing them to oppose to this tracking
* Provide Internet users with the contact details of Affiliates who have integrated their script into the Container Tag so that the persons concerned can assert their rights (see 8.3.5.2).

The Affiliate agrees not to collect Personal Data without the consent of the Internet user.

* + - 1. *Individual rights*

The Affiliate agrees to:

* To set up an effective opposition procedure and to communicate it on the Platform so that the Advertiser can himself communicate it to the Internet users on his site (Cf.8.3.5.1);
* Respond to requests from individuals who assert their rights of access, erasure, limitation, portability.
  + - 1. *Relationship between Advertiser and Affiliate*

Advertiser and Affiliate agree not to act outside the scope of this Agreement unless the opposite is documented.

* + 1. Data transfer
       1. *Transfer to a third country*

If the Affiliate or the Advertiser is required to transfer Personal Data to a third country or to an international organization under the law of the Union or the law of the Member State to which it is subject, it shall inform the other in advance, unless the law concerned prohibits such information for important reasons of public interest.

* + - 1. *Third Party Transfer*

The Affiliate shall not transfer the Personal Data collected via its script embedded in the Container Tag to third parties without informing the data subject and obtaining consent.

* + 1. Mutual Obligations

The Affiliate and the Advertiser mutually agree to:

* Process Personal Data that may be collected via the Container Tag only for the sole purpose(s) defined on the Platform in accordance with the article8.3.1.
* Ensure the confidentiality of the said Personal Data and make sure that the persons authorized to process the said Personal Data are bound by an appropriate obligation of confidentiality of legal or, failing that, conventional origin and receive the necessary training in the protection of Personal Data.
* Take into account, with respect to its tools, products, applications or services, the principles of data protection from the design stage and the protection of default data.
* Keep a record of Processing activities in accordance with regulations.
* Cooperate with each other in the event of control by the competent authority.
  + 1. Mutual assistance
       1. *Notification of breaches*

The Advertiser notifies the Affiliate and conversely the Affiliate notifies the Advertiser of any violation of Personal Data collected via the Container Tag in writing. This notification is supplemented by all useful elements to enable EFFINITY or the CLIENT, if necessary, to notify the supervisory authority of this violation.

* + - 1. *Impact assessments and consultation of the supervisory authority*

The Advertiser may request the Affiliate and the Affiliate may request the Advertiser to assist the Advertiser in conducting impact assessments and consulting with the relevant supervisory authority.

* + 1. Security

The Affiliate implements all appropriate technical and organizational measures to protect the Personal Data collected through its script integrated into the Container Tag, taking into account the state of the art, the costs of implementation, the nature, the scope, the context and the purposes of the Processing, as well as the risks, for the rights and freedoms of natural persons, in order to ensure a level of security appropriate to the degree of likelihood and severity of the risk.

The means implemented by the Affiliate intended to ensure the security and confidentiality of data include in particular the following measures:

* + The means of ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
  + the means of restoring the availability of and access to Personal Data within the appropriate time frame in the event of a physical or technical Incident,
  + a procedure for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of Processing.

The Affiliate agrees to maintain these means throughout the execution of this contract and, failing this, to immediately inform the Advertiser.

In the event of a proven and imminent risk of hacking or breach of infrastructure security, the Affiliate reserves the right, in order to prevent any damage, to cut off data collection via its script integrated in the Container Tag

The Affiliate is solely responsible for the accuracy, quality, integrity, lawfulness, reliability, appropriateness and intellectual property rights or rights of use of Personal Data.

* + 1. Outsourcing

The Affiliate indicates on the Platform any new Subcontractor to which he uses. The Advertiser may present objections against these new Subcontractors.

The Affiliate shall ensure that its subcontractors comply with the obligations set forth herein and that they present sufficient guarantees regarding the implementation of appropriate technical and organizational measures to comply with the regulations on personal data.

* + 1. Destination of data at the end of the contract

At the end of the contract, the Affiliate agrees to delete the Personal Data collected.

* + 1. Mutual control
       1. *Impact Analysis*

If the Affiliate carries out profiling activities as defined by the Personal Data regulations, it agrees to make available to the Advertiser, upon request, the conclusions of the impact study it has carried out on such Processing.

* + - 1. *Advertiser's right to inspect*

The Advertiser may conduct audits of the Affiliate to ensure compliance with the obligations set forth herein. The Affiliate will make the necessary documentation available to the auditor.

The audit will be carried out by an independent auditor and within the limit of once a year unless there is a compelling reason. It should not disrupt the activity of the audited company and last more than 5 consecutive days. The Advertiser must notify the Affiliate at least 15 days before the audit is carried out.

The Advertiser will bear all of the audit costs as well as the time spent by the staff and the machine time for the purposes of the audit.

* + - 1. *Affiliate's right to information*

The Advertiser will provide the Affiliate with the necessary documentation to ensure compliance with this Agreement.

* + 1. Communication

Any communication from the Affiliate on the campaigns conducted (i.e. any results related to the data collected, case studies, best practices, market research, press releases, etc.) must be submitted to the authorization of the Advertiser via EFFINITY.

* 1. **No-call database**

In the context of emailing campaigns, the Advertiser is likely to share with the Affiliate a database of email addresses to which he does not wish the campaign to be intended (hereinafter the “No-call database”) so that the Affiliate who participates in this campaign can take it into account.

In this case, the Advertiser, EFFINITY and the Affiliate act as joint controllers and it is agreed as follows:

* The Affiliate agrees to use this database only for the purpose of deduplicating it with its own database in order to identify the contacts to whom the Advertiser's campaign should not be addressed
* The Affiliate agrees to delete the repellent database immediately after deduplicating it with its own database
* The Affiliate agrees to implement all appropriate technical and organizational measures to protect the Advertiser's repelling database.
* The CUSTOMER agrees to inform the persons appearing in its repellent database that it is likely to transfer their data to its partners to respect their desire to no longer be solicited
* The CLIENT and EFFINITY agree to transmit to each other without delay the requests they would receive from the persons concerned who wish to implement their rights of access, opposition, deletion, limitation, portability and to grant the said requests when they are justified.

This operation can also be performed by EFFINITY. In this context, the CUSTOMER transmits his repellent database to EFFINITY and the Affiliate transmits his own database to EFFINITY. In this case, the Advertiser, EFFINITY and the Affiliate act as joint controllers and it is agreed as follows:

* The CUSTOMER agrees to inform the persons appearing in its repellent database that it is likely to transfer their data to its partners to respect their desire to no longer be solicited
* The Affiliate agrees to inform the persons appearing in its database that it is likely to transfer their data to its partners in order to respect their desire to no longer be solicited

1. **INTELLECTUAL PROPERTY**

The Affiliate acknowledges that the use granted to it of the Advertiser's brand and trade name, distinctive signs and any intellectual or industrial property rights attached thereto, does not confer any proprietary rights and agrees to use them only in strict compliance with the Programs and exclusively by using the Links and Promotional Tools provided to it.

The Affiliate agrees not to create confusion about its status as an independent company of the Advertiser and assumes the risks of its operation.

1. **GOOD FAITH**

The Affiliate agrees to always behave towards the Advertiser and the users of the sites as a loyal partner and in good faith, and in particular to bring to the attention of the Advertiser, as soon as possible, any difficulty or dispute that it may encounter in the performance of its contractual activities.

The Affiliate agrees to display the Advertiser's Campaign only on its website(s) registered for the Program, to the exclusion of any other website.

1. **INDEPENDENCE**

The Advertiser and the Affiliate are independent contractors and nothing in this agreement shall create a partnership, de facto or de jure, a joint venture, a mandate, a franchise or commercial agent agreement, or an employee relationship, between the parties.

Within this framework, the Affiliate is prohibited from making or accepting offers or representations on behalf of the Advertiser and the Advertiser is prohibited from making or accepting offers or representations on behalf of the Affiliate.

Advertiser and Affiliate agree not to make any statement, whether on their site or otherwise, in violation of this section.

1. **ACCOUNTABILITY**

The Affiliate shall indemnify and hold harmless the Advertiser from the consequences of any claims made by a third party on any grounds whatsoever due to the content of its site or more generally due to its actions.

The Affiliate is solely responsible for the development, connection operations and maintenance of its website as well as its content.

It is agreed between the parties that the Advertiser disclaims all liability for these matters, and that the Affiliate indemnifies the Advertiser against any lawsuits, damages or indemnities that may result for the Advertiser from the breach of the Affiliate's obligations.

The Advertiser makes no express or implied warranties regarding its site subject to the obligations set forth above.

1. **NON-TRANSFERABILITY**

The Affiliate may not assign or transfer the benefit of this agreement, whether by sale of business, partial contribution of assets, merger, absorption, or transfer of shares, without first informing the Advertiser and obtaining its prior written consent.

Subject to this limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall be enforceable against them.

1. **CONFIDENTIALITY COMMITMENT**

The Advertiser and the Affiliate agree for themselves, their staff, and agents, during the entire term of this agreement and without limitation after its expiration, to the utmost confidentiality regarding all information of the other of which they become aware during the performance of this agreement.

1. **APPLICABLE LAW AND JURISDICTIONAL CLAUSES**

This Agreement is governed by French law.

In the case of a conflict relating to the present contract, as regards its interpretation, its execution, its termination... and in the absence of an amicable agreement between the parties, jurisdiction is expressly attributed to the competent courts of the PARIS Commercial Court, notwithstanding multiple defendants, or the introduction of third parties, even for emergency or protective proceedings, in summary proceedings or by petition.

If the Affiliate is an individual residing in France, the competent jurisdiction will be determined according to the rules of civil procedure in force.

**PARTNER CONDITIONS - ADVERTISERS**

1. **OBJECTIVE**

The company EFFINITY (simplified joint stock company registered with the Paris RCS under number 432831550, has its headquarter located at 80, rue Taitbout, 75009 Paris) and operates under the trade name EFFINITY, is a marketing consulting agency

It offers various services including EFFINITY AUDIENCE which allows its customers (hereinafter the "CUSTOMERS"), using a network of Partners who distribute Links to the CUSTOMER's website, to monitor the performance of the CUSTOMER's website. CUSTOMER per landing page.

These Partner - Client Conditions are concluded between CLIENTS and Partners who participate in the CLIENT's Audience Measurement Programs. Their purpose is to govern their relationships.

1. **DEFINITION**

Cookies: Cookies are small files that a website can send to the browser software, and which can then be saved.

Link: Link to CLIENT'S Website

Communication: object disseminated by the Partner such as banner, e-mail, xml flow, etc. which may include a Link

Partners: Website publisher, owner of applications selling commercial links or electronic address files participating in an Audience Measurement Program

Platform: software solution accessible via the Internet including the administration and monitoring tools of EFFINITY AUDIENCE, accessible via extranet

Audience Measurement Program: program aiming, with the help of a network of Partners who distribute Links to the CLIENT's website, to monitor the performance of the CLIENT's website by landing page.

Audience Measurement Report: Dashboard produced via the EFFINITY AUDIENCE solution which includes a certain amount of information on the performance of the CLIENT's website. The Audience Measurement Report can be viewed online via a dedicated and secure extranet.

Tags: Tags are pixel-sized images under the .GIFs format which are used to count the number of visitors who have accessed the page of a Website. The sales tag is normally positioned after payment, with an automatic return to the store in this case, or otherwise before payment.

1. **REMINDER OF EFFINITY'S ROLE**

EFFINITY acts as agent of the CUSTOMER and the Partner

In this context, its missions consist of:

* To ensure the acceptance of these conditions by the CLIENT and the Partner
* Collect in the name and on behalf of the CLIENT the registrations of Partners in its Audience Measurement Program(s).
* Provide the CLIENT with Audience Measurement Reports
* Calculate and collect from the CLIENT the remuneration due to PARTNERS.
* Provide the CLIENT and the Partner with an interface for managing Audience Measurement Programs

1. **PARTNER'S REMUNERATION CONDITIONS**

The Partner's remuneration conditions are set by the CLIENT and accessible on the Platform.

Where applicable, the results which appear in the Audience Measurement Report are binding between EFFINITY, the CLIENT and the Partners for the calculation of the Partner's remuneration.

1. **RESTRICTION ON THE USE OF CERTAIN TYPES OF COMMUNICATIONS**

The type of Communications authorized for the Partner are set by the CLIENT under the conditions of the Audience Measurement Program which are accessible on the Platform.

Use by the Partner of a type of Communication not authorized by the CUSTOMER:

* shall not give rise to any remuneration for the Partner, and,
* may result in the immediate exclusion of the Partner from all the CLIENT's Audience Measurement Programs

1. **INFORMATION ACCESSIBLE TO PARTNERS**

Only the CLIENT has access to Audience Measurement Reports.

The Partner only has access to the following information: number of visits, number of sales, global turnover and number of leads coming from the Partner, and this for the sole purpose of the proper functioning of the EFFINITY AUDIENCE tool.

The Partner commits to:

* not to use these statistical data for any other purpose than to ensure the proper technical functioning of its participation in the Audience Measurement Program.
* not to keep this data beyond a period of 25 months
* not to transmit this data to third parties

1. **TERMINATION**

This contract is concluded on a non-exclusive basis between the Advertiser and the Affiliate, for an indefinite period, it being specified that each of the parties may terminate it at any time by simple email sent to[:](mailto:effilie@effiliation.com) effilie@effiliation.com.

The Customer may terminate an Audience Measurement Program or terminate a Partner's participation in an Audience Measurement Program within 7 days under any circumstances and for any reason and with immediate effect in the event of a legitimate reason, it being specified that any breach of this Agreement by the Partner constitutes a legitimate reason.

The Partner has the option of terminating the contract with 7 days notice.

1. **INTELLECTUAL PROPERTY**

The Partner acknowledges that the use granted to it of the CLIENT's brand and trade name, distinctive signs and, more particularly, any intellectual or industrial property rights attached thereto, does not confer any ownership rights on it and agrees to use them only in strict compliance with the Audience Measurement Programs and exclusively by using the Links and Communications provided to it.

The Partner agrees not to create any confusion about its status as an independent company of the CLIENT and assumes the risks of its operation.

1. **GOOD FAITH**

The Partner agrees to always behave towards the CUSTOMER and the users of the sites as a loyal partner in good faith and to bring to the CUSTOMER's attention, as soon as possible, any difficulty or dispute that it may encounter in the course of its contractual activities.

The Partner agrees to distribute the CUSTOMER's Audience Measurement Program only on its website(s) registered for said Audience Measurement Program, to the exclusion of any other Website.

1. **INDEPENDENCE**

The CUSTOMER and the Partner are independent contractors and nothing in this Agreement shall create a partnership, de facto or de jure, a joint venture, a mandate, a franchise or sales agent agreement, or an employee relationship between the parties.

Within this framework, the Partner is prohibited from issuing or accepting offers or statements on behalf of the CUSTOMER and the CUSTOMER is prohibited from issuing or accepting offers or statements on behalf of the Partner.

CUSTOMER and Partner agree not to make any statement, whether on their site or otherwise, in violation of this section.

1. **ACCOUNTABILITY**

The Partner shall indemnify and hold the CUSTOMER harmless against the consequences of any claims by a third party on any grounds whatsoever due to the content of its site or more generally to its actions.

In particular, the Partner is solely responsible for the development, connection operations and maintenance of its website and its content.

It is agreed between the parties that the CUSTOMER shall not be liable for these matters, and that the Partner shall indemnify the CUSTOMER against any lawsuits, damages or compensation that may result for the CUSTOMER from the Partner's breach of obligations.

CUSTOMER makes no express or implied warranties regarding its site subject to the obligations set forth above.

1. **NON-TRANSFERABILITY**

The Partner may not assign or transfer the benefit of this Agreement, whether by sale of business, partial contribution of assets, merger, absorption or transfer of shares or corporate units, without first informing the CLIENT and obtaining its prior written consent.

Subject to this limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall be enforceable against them.

1. **CONFIDENTIALITY COMMITMENT**

The CUSTOMER and the Partner agree for themselves, their staff, and their agents, throughout the duration of this agreement and without limitation after its expiry, the utmost confidentiality regarding all information of the other of which they become aware in the performance of this agreement.

1. **APPLICABLE LAW AND JURISDICTIONAL CLAUSES**

This Agreement is governed by French law.

In the case of a conflict relating to the present contract, as regards its interpretation, its execution, its termination... and in the absence of an amicable agreement between the parties, jurisdiction is expressly attributed to the competent courts of the PARIS Commercial Court, notwithstanding multiple defendants, or the introduction of third parties, even for emergency or protective proceedings, in summary proceedings or by petition.

If the Partner is a private individual residing in France, the competent jurisdiction will be determined according to the rules of civil procedure in force.

**EFFINITY INFLUENCE: CONDITIONS INFLUENCERS - ADVERTISERS**

1. **OBJECTIVE**

EFFINITY (simplified joint stock company registered in the Paris RCS under No. 432 831 550, whose headquarters is located at 80, rue Taitbout, 75009 Paris) is a marketing consulting agency.

EFFINITY may engage people with a more or less large audience on a website, blog and / or social networks (hereinafter the "Influencers") to promote the brand and / or products of its customers (hereinafter the "Advertisers") via articles, posts, photos, videos, participation in events...

The present conditions are concluded between the Advertisers and the Influencers who participate in the Advertiser's influence campaigns. They are intended to govern their relationship in the context of Influence Campaigns.

1. **DEFINITIONS**

**Advertiser:** EFFINITY customer who wishes to promote itself or its products or services

**Influencer Campaign:** promotional campaign aimed at generating, through the intervention of Influencers (i) the promotion of the Advertiser, its products or services, and/or (ii) traffic to the Advertiser's website(s) and/or (iii) purchases of products or services on the Advertiser's website.

**Note:** Summary note on the Influence Campaign of approximately one page including in particular (i) the type of promotion expected by the Advertiser (ii) the language elements to be used by the Influencers participating in the Influence Campaign, (iii) the product or offer that the Advertiser wishes the Influencers to relay

**Publication**: Article, advertorial, post, photo, video, story and more generally any content produced by the Influencer as part of an Influence Campaign

**GDPR:** Regulation (EU) 2016/679 adopted by the European Parliament and the Council on April 27, 2016, applicable from May 25, 2018

**Tags**: Tags are pixel-sized images under the .GIFs format which are used to count the number of visitors who have accessed the page of a Website.

1. **DURATION**

This Agreement is entered into on a non-exclusive basis between Advertiser and Influencer for the duration of each Influencer Campaign.

The Advertiser may terminate the Influencer's participation in its Influence Campaign at any time. In this case, the entire agreed remuneration for the Publications performed shall be due to him.

In addition, in case of:

* Violation of a third party's intellectual property right in a Publication,
* failure to comply with this Agreement or the contractual terms between EFFINITY and the User
* failure to comply with the framework set by the Note or EFFINITY's instructions on a Publication

The Advertiser may terminate the Influencer's participation in its Influence Campaign. In this case, the entire remuneration agreed upon for the Influencer's participation in the Influence Campaign is not due.

1. **INTELLECTUAL PROPERTY**

**Advertiser elements**

While participating in an Influencer Campaign, the Influencer may have access to elements belonging to the Advertiser (such as trade names, brands, distinctive signs, logos, briefs, links and, more generally, all intellectual or industrial property rights belonging to the Advertiser).

He agrees to:

* Use these elements in strict compliance with the communication operations in which it participates, particularly the Note
* Use these elements only in the context of the Influence Campaign
* Use only those elements belonging to the Advertiser that have been transmitted to it or on which it has been specified that it may include them in a Publication, to the exclusion of any other

The Influencer acknowledges that the use of trade names, trademarks, distinctive signs, logos and, more generally, all intellectual or industrial property rights belonging to the Advertiser does not give the Influencer any right of ownership over these elements.

The Advertiser agrees to ensure that there is no confusion in the minds of third parties regarding such use and its independence from the Advertiser.

**Transfer of rights to the Publications**

The Influencer irrevocably and exclusively assigns to the Advertiser the copyright to the Publications as they are created.

The rights, which include the rights of use, adaptation, reproduction, and representation by communication to the public, are transferred:

* for any operating mode, either directly or indirectly, through any third party
* on any medium and any format known or unknown, current, or future, including, without limitation, any written paper medium (including newspapers, periodicals, magazines, leaflets, flyers, posters, promotional and advertising materials, books, posters, brochures, postcards, etc.) and on any data medium of any kind, digital, electronic, magnetic, or optical, such as film, video, magnetic tape, computer media (CD-Rom, DVD-Rom, etc.)
* by any means and processes, including without limitation: any means or process of broadcasting and telecommunication, known or unknown, by any online or telecommunication network, national or international, private or open, such as the Internet, Intranet or Extranet, and, more generally, any audiovisual or multimedia mode of exploitation

The Advertiser may adapt or modify the Assigned Publications in the course of future work or projects, which the Influencer hereby accepts.

The present transfer implies the right for the Advertiser to register the creation as a trademark, design and/or model in its name and on any territory.

The Influencer is prohibited from registering any industrial property title related directly or indirectly to the Publications.

Since the exclusive transfer defined above is an accessory to this contract and the basis for calculating the proportional share of the remuneration cannot be practically determined, the remuneration for this transfer is established on a flat-rate basis and is included in the Influencer's remuneration, which remunerates both the Publications and the transfer of rights to them.

This assignment is granted for the entire world and for as long as the literary property in the Influencer's Publications lasts according to French and foreign laws and current and future international conventions on literary and artistic property, including any extensions that may be made to this duration, as of the date of signature of this agreement.

1. **INFLUENCER COPYRIGHT**

The Influencer authorizes the Advertiser to reproduce his/her image as well as his/her name, first name, pseudonym, captured during any event in which the Influencer participates as part of the Influence Campaign, for the purpose of promoting the Advertiser.

The Influencer authorizes the Advertiser to use this phonographic, video or audio recording as many times as desired, by any means of exploitation and on any communication media, including:

* by any means of electronic communication such as the fixed and mobile Internet network
* by any on-demand media service
* by videogram
* Blogs
* press

The Advertiser has complete freedom in the choice of images, editing and any cuts, subject to respect for the Influencer's image.

This authorization is granted to the Advertiser for the entire world for a period of five years from the date of capture. This authorization is renewable by tacit agreement for periods of one year unless the Influencer gives written notice to the Advertiser prior to renewal.

1. **GUARANTEE**

The Influencer shall indemnify and hold harmless the Advertiser from the consequences of any claims by a third party in respect of its actions, in particular:

* Violation of a third party's intellectual property right in a Publication,
* Because of the content of his site or his account on a social network
* In case of non-compliance with this Agreement or the contractual terms and conditions between EFFINITY
* In the event of non-compliance with the framework set by the Note or EFFINITY's instructions on a Publication
* In case of non-compliance with the terms of the RGPD or more generally with any applicable regulation on cookies, tracers, and electronic communications and / or recommendations of the CNIL

1. **CONFIDENTIALITY COMMITMENT**

The parties agree to respect the confidentiality of all information communicated between them directly or indirectly (through EFFINITY) and in particular information of a legal, economic, financial, technical and commercial nature which has been or will be brought to their attention in the context of this contract ("Confidential Information") and therefore not to communicate such information to third parties without the prior written consent of the other party, except when ordered to do so by a court of law or any supervisory authority.

As a result of the foregoing, the parties agree that none of their officers, employees and/or representatives will disclose to the public, by conference and/or press release and/or press article, information leaflet on the parties, advertising information or any other means whatsoever, the Confidential Information for any reason whatsoever.

The Parties agree to comply with their obligations under this section for the duration of the Influence Campaign and for a period of two years following Influencer's last Publication under the Influence Campaign.

1. **NON-DEFAMATION**

The Influencer formally agrees to a duty of confidentiality towards the Advertiser.

Consequently, he/she is forbidden to criticize, denigrate and/or make a pejorative or negative judgment concerning both the Advertiser and its products or services by any means or in any form whatsoever.

1. **APPLICABLE LAW AND JURISDICTIONAL CLAUSES**

This Agreement is governed by French law.

In the case of a conflict relating to the present contract, as regards its interpretation, its execution, its termination... and in the absence of an amicable agreement between the parties, jurisdiction is expressly attributed to the competent courts of the PARIS Commercial Court, notwithstanding multiple defendants, or the introduction of third parties, even for emergency or protective proceedings, in summary proceedings or by petition.