

If you wish to receive ADventori products or services, please read these General Terms of Sale (hereinafter, the "General Terms of Sale"), which automatically apply to our business relationships, to the exclusion of any other document.

## 1 – GENERAL PROVISIONS

During the pre-contractual presentations the Client was able to assess the suitability of the services proposed by the Service Provider in light of its specific needs. Full and continuing cooperation between the Parties is essential for the Client's satisfaction and the successful provision of the selected services. The Parties have therefore come together to organise the terms and conditions of their cooperation. Accordingly, the purpose of this document is to set out the technical and financial terms and conditions under which the Parties intend to organise their business relationship with regard to the Services.

The Contract consists of the following contractual documents, listed in decreasing order of priority: (i) the General Terms of Sale, (ii) the Order Forms, and (iii) any documents appended thereto. In the event of any disagreement, ambiguity or conflict between the provisions of these various contractual documents, the provisions of the highest-ranking document will prevail.

## 2 – DEFINITIONS

The following terms, which may be used in the singular or the plural forms, shall have the meanings given below:

**Order form** – Document sent to the Client by the Service Provider to record an order, identify the Parties and, in some cases, set out terms and conditions that specifically apply to the Client in view of the Client's identity. It is a legally and financially binding document. The signature of the order form by the Client signifies the Client's acceptance of these General Terms of Sale.

**Campaign** – Specific commercial operation as described in the Order Form.

**Client** – The legal entity identified in the Order Form.

**General Terms of Sale** – The general terms of sale and their appendices.

**CPM (by default, Cost Per Thousand)** – Unit used to measure the cost of advertising campaigns. In e-mail marketing, CPM corresponds to the cost of sending 1,000 e-mail messages.

**Deliverable** – Document, research or report prepared by the Service Provider as part of the Services, as referred to in the Order Form.

**Party** – The Service Provider and/or the Client, individually and/or jointly.

**Platform** – Tool enabling brands to customise, measure and optimise digital advertising solutions through real-time data.

**Service Provider** – ADventori SAS.

**Services** – The services described in the Clause "Services and Validations".

**User** – Internet user, end consumer of the commercial operations integrating the ADventori service.

## 3 – ORDERING PROCESS / CHANGES TO THE GENERAL TERMS OF SALE

Further to the pre-contractual discussions, the Client will send the signed Order Form. The Service Provider will verify it, confirm its acceptance and start the work. It records the selected options and the type of Services.

The Service Provider reserves the right to modify these General Terms of Sale at any time without completing any formality other than informing the Client by means of an on-line notice and/or making the changes to the General Terms of Sale, which can be obtained on request. Modifications will only apply to orders that have not yet been accepted by the Service Provider.

## 4 – PARTIES' OBLIGATIONS

The Client undertakes to cooperate actively and continuously throughout the term of the Contract by ensuring that the Service Provider is aware of the specific technical and functional facts and circumstances that may be relevant to the provision of the Services and by supplying the qualified and documented information that the Service Provider or the Client deems necessary for performance of the Contract. The Client undertakes to work together with the Service Provider to ensure the success of the services and acknowledges that it has the expertise needed for performance of the services and the necessary capacity to assume the resulting responsibilities. The Service Provider will inform the Client if it considers that the expertise made available to it is inadequate for the proper provision of the Services.

The Client will provide the Service Provider in advance with all the information defined by the Parties as necessary for implementation of the Contract. It is agreed that without this information (including in particular data relating to the number of single visitors per minute anticipated during the campaign that are essential for proper provision of the Services), the Service Provider will be unable to provide the Services, in which case it will be exempt from liability and all warranties given will not apply. Accordingly, the Service Provider will recommend modifications and/or a validation process so that the Services can be provided. This process is essential for the proper organisation and performance of the Services and must be carried out in accordance with the Service Provider's technical instructions.

For that purpose, the Client authorises the Service Provider to use, modify and adapt the data it supplies for the purpose hereof.

The deadlines accepted by both Parties after discussion will constitute the contractual deadlines, which will be indicative only. Whenever either Party is unable to perform its obligations within the required time period the schedule will be adjusted accordingly, in which case neither Party may be entitled to claim compensation or terminate the Contract.

The time period for performance of the Service Provider's obligations will begin to run from the Service Provider's acceptance of the Order Form signed by the Client.

## 5 – SERVICES AND VALIDATIONS

The Service Provider improves the effectiveness of digital solutions (banners, videos, landing pages, mobile devices, e-mailing) by integrating real-time data feeds from the advertiser, the Internet user or publishers' websites. The exact nature of the Services will be defined by the Service Provider if need be prior to conclusion of the contract.

### 5.1. Service level and maximum traffic

The Service Provider warrants that it will use its best efforts to achieve 99% availability of the service for the anticipated number of single visitors. The maximum peak traffic will be stipulated in the Order Form. The Client undertakes to ensure the smooth running of the campaign by its distribution service providers.

### 5.2. Dynamic Display

The Service Provider will customise the Client's advertising displays using data received from the various suppliers selected for the Campaign.

The Service Provider undertakes to provide a library for the customisation of Flash ActionScript 3, VPAID or HTML5 ads, and instructions for use.

The Client will then integrate the component supplied into its Flash ActionScript3, VPAID or HTML5 animation in accordance with the instructions provided by the Service Provider.

The Service Provider will provide an AdServer on the Internet, which will be used by the library in order to feed digital advertising content in real time.

Throughout the campaign and as and when requested by the Service Provider, the Client will supply details of campaign options, banners meeting the Service Provider's specifications, tracking pixels and redirection URLs.

Throughout the campaign the Client will validate the solution, the campaign created and the dynamic display components, the tracking components put in place, the redirection URLs and the Aderving scripts put in place, and their compatibility with their AdServer.

For Web-to-Store customised campaigns with points of sale, the Service Provider will geographically locate the points of sale. In order to maximise the quality of this store location service, the Client will provide the Service Provider with a file indicating its points of sale that complies with the model, format and codes defined by the Service Provider, and will comply with the formatting instructions.

Furthermore, with regard to retargeting campaigns, the Client undertakes, throughout the campaign, to integrate the data collection scripts provided by the Service Provider on the website(s)

Once the campaign has been launched, the Client will validate statistics tags. Any such validation will be final and will release the Service Provider from all liability.

### **5.3. User geolocation services**

The Service Provider will use the tools it considers necessary to provide the User geolocation Services. In principle, these services will be provided using the IP address. This will be achieved using methods and technologies that will remain strictly confidential and will not be disclosed to any party, including the Client, which the Client acknowledges and accepts. The Service Provider locates the User in the geolocation application through his/her IP address or using other available location information (SatNav data, declarative information, etc.) in particular when this is more detailed and therefore ensures a better quality service.

### **5.4. Store Locator / Landing page – Internet and Mobile devices**

The Service Provider offers a landing page service, including a description of the commercial offer, a display of points of sale (in map or list form) and interactive options (e-mail, directions, coupons, bookings, etc.). Landing pages can be displayed on top of the Client's website.

The Service Provider undertakes to configure the landing page dedicated to the Client's Campaign in HTML5. The Service Provider will submit the landing page to the Client for approval; the Client acknowledges that customised settings are limited to the logo and brand colours. The Client will be deemed to have approved the landing page unless it sends written remarks within the approval period stipulated by the Service Provider. Remarks must be justified and documented, failing which the Service Provider will not be required to take them into consideration.

The Service Provider will ensure the landing page is compatible with the following browsers: Internet Explorer 8 or above, Firefox 3 or above, Safari 3 or above, Chrome 2 or above.

- As part of its Store Locator service, the Service Provider will detect the points of sale near to the Internet user via geolocation using IP / WiFi / SatNav; an automatic pop-up will ask the user if he/she agrees to disclose his/her geographic location in order to improve the accuracy of the information he/she will receive.

The Store Locator is presented in the form of a mini website containing a list of points of sale nearby (in list and map format), and a mini website for each point of sale;

- It also presents the categories sold by each point of sale when the Client has provided this information, and allows the user to filter the points of sale according to search criteria;
- Each point of sale mini website contains information concerning the store (address, opening hours, location on the map and practical information (e-mail, directions) and/or interactive functions: "Call us, How to find us, Receive store information by e-mail or text).

- Graphics showcasing stores; customised icons for own stores;
- Optional showcasing of special offers in own stores by the inclusion of visuals on the store's page.
- The Store Locator can also be integrated into the Client's Facebook page.

The Store Locator service includes a component that the Client can place anywhere on its website, which shows users the location of the nearest stores in real time.

The Store Locator services may be modified by the Service Provider at any time, although changes will not apply to current orders.

### **5.5. Statistics**

The Service Provider will supply statistics on the showcasing of data in advertisements during the campaign and on the Internet users' use of the landing page functionalities.

## **6 – INTELLECTUAL PROPERTY**

The Service Provider is the owner of all tools, methods, software, software packages, documents, preparatory material and know-how already existing and/or developed by the Service Provider during performance of the Services.

Each Party will hold the other Party harmless from any claim or action brought by a third party relating to items supplied to the other Party, including in particular on the ground of infringement or unfair competition, and undertakes to pay as and when they arise all expenses, fines, costs and legal fees incurred by it as a result thereof.

## **7 – FINANCIAL TERMS AND CONDITIONS**

### **7.1. Price of the Services**

The Client will pay the Service Provider the amount referred to in the Order Form. If the actual number of impressions exceeds the quantity stated in the order form, the invoice will be automatically adjusted to correspond to the actual number without a corrective Order Form being issued. The additional number will be indicated on the invoice, which the Client undertakes to pay.

### **7.2. Late payment penalties**

Unless a payment extension is requested before the invoice's due date and agreed to by the Service Provider, any late payment of all or any part of any amount that has fallen due will result in interest being charged at a rate corresponding to three times the legal interest rate, together with a set amount of €40 to cover collection costs, in accordance with the applicable legislation.

If the Service Provider instructs a third party to collect its debt, the Client will be required to reimburse all fees and costs incurred for that purpose in addition to the late payment interest, without prejudice to the Service Provider's other rights. The Parties expressly agree that this clause will apply automatically without any formalities or formal notice. Likewise, in the event of a late payment the Service Provider may suspend as of right all current services, irrespective of their type and state of progress, even if the Client has disputed the corresponding invoice.

## **8 – WARRANTY - LIABILITY**

Each Party warrants to the other Party that it has carried out all formalities with the relevant authorities necessary for the performance hereof.

The Service Provider is bound by a best endeavours obligation with regard to performance of the Contract. The Service Provider will not, under any circumstances, accept liability for any indirect loss or damage resulting from performance of the Contract, such as any commercial or financial loss, loss of customers, damage to brand image, loss of profits, loss of orders or any business disruption, or for any action brought by a third party when it cannot be established that they are attributable to the Service Provider. In the event of any fault or wrongdoing established by the Client, the Service Provider's liability with regard to the Services is expressly limited to the amount of Services provided by the Service Provider during the three-month period preceding the operative event on which the action is based. Subject to any legal requirements to the contrary, any action brought by the Client with regard to the Contract must be brought within 12 months of occurrence of the underlying operative event.

## **9 – TERM**

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The Contract will take effect upon signature of the Order Form for the term stipulated in that document (or, failing that, for the term of the campaign).

## **10– TERMINATION**

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### **10.1. Termination for breach of contract**

In the event either Party breaches any of its contractual obligations under the Contract and fails to remedy the situation within 15 days of a letter being sent by recorded delivery (signed for) clearly notifying the breach, the Contract may be terminated as of right by the other Party, subject to any damages it may claim as a result of the breach.

### **10.2. Other causes for termination**

The Contract will be terminated by the Service Provider as of right in the event of (i) any change to the legal and/or regulatory environment within which the Client operates its business, and/or (ii) any legal or structural changes affecting the Client, including in particular its third party management, capital contribution, merger, demerger or partial disposal of assets forming part of the ongoing business or the branch of the ongoing business concerned by the Contract, and including any change to the identity of its officers or directors or the Client's majority partners or shareholders.

In that case, termination will become effective on the eighth day after a letter is sent by recorded delivery (signed for) notifying the Service Provider's intent to terminate the Contract.

## **11 – END OF CONTRACTUAL RELATIONSHIP**

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Notwithstanding termination of the Contract, the contractual provisions that, due to their nature, are designed to continue to apply will continue to have full effect following the end of the Contract.

It is expressly agreed that the end of the contractual relationship, irrespective of the reason, will not entitle the Client to any compensation on any ground whatsoever, including in particular with regard to any investments made, commitments given or loss of potential profits, clients or orders, or any business disruption whatsoever.

## **12 – CONFIDENTIALITY**

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Throughout the term of the Contract and for five years following its termination or expiry, each Party undertakes to consider and treat as strictly confidential all information of any kind, irrespective of the medium on which it is stored, obtained by the Parties during performance of the Contract (hereinafter, the "Confidential Information").

Confidential Information encompasses in particular the Service Provider's trade secrets, know-how and methodology and the content of the Contract.

Information is not deemed to be confidential information for the purpose of the Agreement when it (i) came into the public domain prior to its disclosure, or after its disclosure without any breach of the Contract, (ii) was lawfully received by a third party, without any restriction or breach of the Contract, (iii) has been published and its publication does not constitute a breach of the Contract, (iv) was already known by one of the Parties and such knowledge can be established by appropriate documents, (v) was obtained as a result of internal developments carried out in good faith by employees of either Party who did not have access to the said information, (vi) was disclosed by any court with jurisdiction or government authority, in compliance with the law.

The Client undertakes not to disclose or allow the disclosure, directly or through any other person, of all or any part of the Confidential Information obtained by it to any third party whomsoever with the exception of the employees and/or subcontractors who need the said information in order to perform their obligations. Without prejudice to the other provisions of the Contract, the Client undertakes for that purpose to take all necessary measures with regard to its employees and/or subcontractors to ensure they are bound by the same confidentiality obligation.

The Client undertakes not to use the Confidential Information for any purpose other than in connection with the Contract, including for its own account, and undertakes to return, when requested by the Service Provider, all documents and other materials containing Confidential Information received from the Service Provider in connection with the performance of the Contract, and all copies thereof.

The Client acknowledges that strict confidentiality is essential and that any breach thereof will be extremely prejudicial for the Service Provider. It is agreed that any breach may entitle the Service Provider to demand payment of a penalty corresponding to the amount of the Contract, without prejudice to the Service Provider's other rights.

The Service Provider undertakes not to disclose any data received from the Client. It will only keep data needed for statistical analyses, i.e.: click rates, display typology and categories and content of displays.

Data supplied by any third party (advertisers or others) will not be stored in a database and will be cached during the term of the campaign and retrieved by the advertisement at the time of its impression. Third-party data will be separated according to advertiser and campaign.

User data will be saved in a cookie on the internet user's web browser. The cookie will record the pages visited on the advertiser's website and advertisement impressions. Data may be temporarily cached on our servers in order to improve display performance. Data forms an intrinsic part of a campaign and cannot be used again.

## **13 – FORCE MAJEURE**

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In order to benefit from this clause, either Party wishing to claim a force majeure event must notify the other Party by recorded delivery (signed for) as soon as it becomes aware of the event, and no later than fifteen (15) calendar days after occurrence of the event.

It is expressly agreed that force majeure event means the events generally defined as such by the case-law of the French lower and appeal courts. The party claiming a force majeure event will not be required to perform its obligations during the said force majeure event.

In any event, the Party affected by a force majeure event must do everything in its power to prevent, eliminate or reduce causes for delay and resume performance of its obligations as soon as the event ends.

If a force majeure event persists for more than thirty (30) days from the aforementioned notice, the affected party will be entitled to terminate the Contract as of right, without any compensation and without completing any formalities other than sending the other Party a letter by recorded delivery (signed for).

#### **14 – POACHING OF EMPLOYEES**

Unless expressly agreed otherwise, the Parties undertake not to hire or use the services, directly or through any other person or company, of the employees of the other Party who have been involved in performance of the Contract, even if it is the employee who initiates contact. This obligation will remain valid throughout the term of the Contract and for 12 months after its expiry or termination, irrespective of the reason.

In the event either Party fails to comply with this obligation, it undertakes to pay the other Party compensation corresponding to the gross remuneration that the relevant employee received during the 12-month period prior to his/her departure.

#### **15 – GENERAL STIPULATIONS**

##### **15.1. Transfer**

The Client is not entitled to transfer the Contract to any third party without the Service Provider's prior, express consent.

Without prejudice to the foregoing, the Client is informed that all the Service Provider's rights and obligations under the Contract may be transferred to a third party, including in particular in the event of the Service Provider's restructuring within the framework of an acquisition, merger or partial asset transfer, or following notification by the Service Provider. It is agreed that in such an event the entity taking over the Contract will be bound by the same rights and obligations as the Service Provider.

##### **15.2. Independence of the Parties**

The Client and the Service Provider enter into the Contract as legally and financially independent businesses.

Accordingly, the Contract may not under any circumstances be interpreted as creating a joint entity, a commercial agency relationship, mutual interest agreement, *de facto* or *de jure* joint venture or an employer-employee relationship between the Parties. Each Party (i) therefore undertakes not to enter into any commitments in the name and on behalf of the other Party, and (ii) will retain sole responsibility for its management decisions.

##### **15.3. Entire agreement**

The Contract is a record of all the Parties' obligations concerning its subject matter. It cancels and supersedes all earlier documents and agreements entered into between the Parties, and may only be modified by means of a contractual amendment signed by the Parties.

##### **15.4. Non-waiver**

If either Party fails to act when the other Party fails to perform any of its obligations under the Contract, this shall not be construed as a waiver of that obligation.

##### **15.5. Client references**

The Service Provider may mention its relationship with the Client within the course of its commercial communication. The Client hereby authorises the Service Provider to use its company name and/or distinctive signs as a client reference in its business or advertising documents or during information meetings.

##### **15.6. French Data Processing Act**

The Client represents that it is familiar with and fully understands the French Data Processing Act of 6 January 1978 ("*loi Informatique et libertés*") and acknowledges that it is responsible for processing personal data obtained as a result of the Services. The Client represents that it has completed all the necessary formalities, including with the French data protection authority (CNIL), has informed and requested the consent of all relevant individuals prior to processing and, more generally, that it complies with all the principles set forth in the French Data Processing Act. Moreover, the Client represents that it has designated the Service Provider as the recipient of the data collected. The Client accordingly holds the Service Provider harmless from any claim or action brought by any third party in this connection and undertakes to pay as and when they arise all expenses, fines, costs and legal fees incurred by the Service Provider in connection therewith.

The Service Provider has a cookies policy, as required by law, which can be viewed at:

<http://www.adventori.com/legal-notice/>

The Client will draw up general terms in accordance with the law, the applicable regulations, including the CNIL's regulations, and this document. The Client will update its general terms to take account of any changes to the functionalities of the Product and/or ADventori's General Terms of Sale.

##### **15.7. Applicable law and jurisdiction**

**The Contract is governed by French law.** The Parties acknowledge that it does not come under the scope of application of Act 93-122 of 29 January 1993 (the "Sapin Act").

**IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES RESULTING FROM THE INTERPRETATION, APPLICATION AND/OR PERFORMANCE OF THE CONTRACT THAT CANNOT BE AMICABLY SETTLED BY THE PARTIES, THE COURTS OF PARIS WILL HAVE EXCLUSIVE JURISDICTION NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE JOINDER OF A THIRD PARTY, AND INCLUDING URGENT PROCEEDINGS AND PROTECTIVE MEASURES.**

**VERSION DATED 01/01/2015**