

GENERAL TERMS OF AFFILIATION BETWEEN EFFINITY AND ITS AFFILIATES

EFFINITY is a simplified joint-stock company whose head office is located at 80 rue Taitbout, 75009 Paris, recorded in the Paris Trade and Companies Register under number B 432 831 550, which does business under the trading name EFFINITY. EFFINITY has created and operates an affiliate programme management service based on its software platform available on the internet at <http://www.affiliation.com>.

EFFINITY brings Advertisers into contact with third parties, publisher sites, holders of commercial link vendor applications or electronic address databases (hereinafter referred to as the "Affiliates").

These general terms and conditions are concluded by EFFINITY on one hand and the Affiliates on the other hand. The Affiliates declare that they have read these general terms of sale and have accepted them.

1. DEFINITIONS

Affiliate: Site publisher, holder of commercial link vendor applications or e-mail database that participates in a Programme

Advertiser: EFFINITY's customer who wishes to promote itself or its products or services through Programmes.

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

Personal data: any information relating to an identified or identifiable natural person (hereinafter referred to as the "data subject"); the following is deemed to be an "identifiable natural person": a natural person who can be identified, directly or indirectly, in particular with reference to an identifier, such as a name, identification number, location data, online identifier, or one or more elements specific to the person's physical, physiological, genetic, psychological, economic, cultural or social identity;

Link or Promotional Tool: an object such as a banner, e-mail, XML feed, cashback link, etc., placed on the Affiliate's site that allows a user to go directly or indirectly to the Advertiser's site.

Tracking Tool: A software solution to track the events giving rise to remuneration, such as a sale made by an Advertiser directly or indirectly after a user's visit to an Affiliate site, reception of a form, a click, etc. The tracking on the Advertiser's site is performed through tags placed on the confirmation pages of the actions to be taken.

Platform: a software solution accessible via the internet, including administrative and monitoring tools and the Tracking Tool. It also includes an interface for the Advertiser and an interface for the Affiliate.

Programme: a promotional campaign aimed at generating traffic towards the Advertiser's site(s).

Data Controller: the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of processing; where the purposes and means of such processing are determined by Union law or the law of a Member State, the data controller may be designated or the specific criteria applicable to his appointment may be provided for by the law of the Member State Union or by the law of a Member State.

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

Subcontractor: The natural or legal person, public authority, service or other body that processes personal data on behalf of the Data Controller. For the purposes of the personal data regulations.

Tags: Tags are pixel-sized images in .GIF format that count the number of visitors to a page on a site.

Processing: any operation or set of operations performed with or without the use of automated processes and applied to data or sets of personal data, such as collection, registration, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, limitation, deletion or destruction;

2. OBJECT

EFFINITY offers the Affiliates access to Programmes defined by the Advertisers and posted on the Platform.

The object of this contract is to define the terms of the mandate given by the Affiliates to EFFINITY in this context.

3. ADMISSION TERMS OF AN AFFILIATE TO THE PLATFORM

EFFINITY reserves the right to accept or reject, at its discretion, and without having to justify its decision, the registration of the Affiliates on its Platform and/or in a Programme.

Affiliate candidates must ensure and guarantee that the site or sites for which they request their affiliation comply with the laws and regulations in force and do not infringe any rights belonging to third parties, in particular in the field of intellectual or industrial property or image rights.

Applications for registration of sites will not be considered if they are:

- not in compliance with the laws and regulations in force and the rights of third parties, in particular if they are of an illegal and/or pornographic nature or contain racist or defamatory material or incite any form of discrimination or extremism,
- liable to harm the image of EFFINITY or the Advertisers or are simply inconsistent with its commercial policy.

Affiliation candidates who apply to password-protected or limited-access sites must give EFFINITY the means to ensure that their editorial content complies with the law and the above terms.

Effinity must be notified of any significant changes to the content of the Affiliate's site within 48 hours of the change.

4. REGISTRATION OF AN AFFILIATE

4.1 Registration on the platform – Contractual terms

Applications for registration are made by filling in the registration form on the site <http://www.affiliation.com>

When applying for affiliation, the candidate certifies on its honour the ownership of the domain name of the site for which it is requesting the affiliation or that it holds the rights and that it has right and, in fact, the ability to place links on the site to an Advertiser site.

EFFINITY will notify the affiliation candidate whether its registration was accepted or rejected by sending an e-mail to the address indicated in the registration form.

Registration implies acceptance of these general terms and conditions.

Unless expressly agreed otherwise, these general terms and conditions are only applicable to the relationship between EFFINITY and the Affiliates, excluding all other contractual terms of the Affiliate.

EFFINITY may, in the course of time, decide to modify its general terms and conditions. In this case, EFFINITY will inform the Affiliate of these modifications in advance. The Affiliate has the option of refusing the modifications by notifying EFFINITY of its refusal, within 8 days of notification of the modifications. EFFINITY will then have the right to terminate the affiliation contract by giving 8 days' notice.

The registration on the Platform also implies acceptance of the Affiliate – Advertiser Terms annexed hereto and which are intended to govern the relationship between the Affiliates and Advertisers with which they participate in the Programme.

The admission of the Affiliate leads to its registration on the mailing list to receive EFFINITY's newsletters informing the Affiliates about new Programmes.

4.2 Registration in Programmes

Once the Affiliate's application has been accepted by EFFINITY, the Affiliate may apply to participate in Programmes.

The Affiliate freely decides whether or not to apply to the various available Programmes by familiarising itself with their characteristics on the Platform.

The Affiliate's mandate to EFFINITY will take effect upon the Affiliate's receipt of the confirmation of its registration in the Programme following its acceptance by the Advertiser for every Programme.

The Links and Promotional Tools related to a Programme are accessible on the Platform.

The Affiliate remuneration terms are set by the Advertiser and are accessible on the Platform. Depending on the type of programme, the Advertiser undertakes to pay its Affiliates according to various criteria, e.g. each time one of its visitors goes to the Advertiser's site (remuneration fixed per click), fills in a form (remuneration fixed per lead) or even places an order (commission on sale), etc.

In this context, EFFINITY records the results obtained (subject to validation by the Advertiser) and ensures the collection of the commissions that are due to the Affiliates by the Advertiser in return for participation in the Programme of the latter.

The results obtained are recorded using the Tracking Tool (see Article 9).

5. OBLIGATIONS OF THE AFFILIATE UNDER THE PROGRAMMES

Following the confirmation of the registration of an Affiliate in a Programme, it will have access to the Links and/or Promotional Tools to be placed on the pages of the registered site(s).

These links/Promotional Tools must not be modified or inserted on any site other than the site for which the affiliation was requested, otherwise no remuneration will be due to the Affiliate. The Affiliate will renounce any recourse against the Advertiser or a third party that might result from this action.

The Affiliate also refrains from using fraudulent referencing techniques such as so-called "blackhat" methods or from using third-party brands to improve the referencing of its site in search engines.

The type of Promotional Tools authorised for the Affiliate are set by the Advertiser and are accessible on the Platform. The use of any other Promotional Tool that is not authorised by the Advertiser cannot result in any remuneration for the Affiliate.

If, in accordance with the Affiliate - Advertiser Terms and Conditions annexed hereto, and subject to a 7-day notice period, the Advertiser terminates a Programme in which the Affiliate participates or the Affiliate's participation in a Programme, or if the Affiliate terminates its participation in a Programme, the Affiliate undertakes to remove all of the Advertiser's Links and Promotional Tools that appear on its site by the end of the notice period at the latest.

However, if the Advertiser's Links / Promotional Tools remain on the Affiliate's site at the end of this notice period, they will be automatically redirected to the Affiliate's site:

- To the home page of the Affiliate's site, if the Affiliate has filled in this option on the Platform.
- Alternatively, to the site of a charity of EFFINITY's choice

6. E-MAILING

In the context of any e-mailing, if this Promotional Tool is authorised, the Affiliate undertakes to respect the provisions of this article.

6.1 Regulations

The Affiliate undertakes to comply with the regulations applicable to commercial prospecting, in particular the provisions of Article L. 34-5 of the Post and Electronic Communications Code, Article 21.2 of the GDPR and the European regulations on electronic communications.

All recipients must be able to unsubscribe easily from the database to which they have subscribed through a clearly accessible unsubscription link in the e-mail. both the link and the unsubscription must work correctly.

The Affiliate also undertakes to adhere to and respect the E-mails Charter drawn up by the Collectif des Plateformes d’Affiliation (Association of Affiliate Platforms) accessible on the CPA site at <http://www.cpa-france.org/>.

6.2 Terms defined by the Advertiser

The Affiliate undertakes to comply with the terms of email marketing defined by the Advertiser.

6.3 Database

The database must be deduplicated. That is to say, a recipient may only be recorded once in the database and cannot in any case receive the same advertising e-mail more than once during a single email campaign.

In the context of emailing campaigns, the Advertiser is likely to share with the Affiliate an email address database to which he does not wish the campaign to be directed (hereinafter the "suppression list") so that the Affiliate taking part in this campaign can take it into account.

The Affiliate undertakes not to send any email to the people in this repulse database.

6.4 Process

6.4.1 Validation

Any mailing must be preceded by a validation by EFFINITY to the subject and the body of the e-mail.

6.4.2 Test mailing

A first test mailing must be sent to a representative sample of the database.

This mailing, like any other mailing, must include the following e-mail addresses:

- effilie@effiliation.com
- any other e-mail addresses requested by EFFINITY teams

6.4.3 Terms

In the context of a programme remunerated per lead (upon completion of a form), the Affiliate undertakes to respect the Programme's characteristics (including the recipient selection criteria that may be requested by the Advertiser) and the volume restrictions applied to it with a margin of +/- 10%. Any mailing campaign can be interrupted or stopped by EFFINITY, especially when requested by the Advertiser.

The mailer also undertakes to respect the mailing dates that were determined with it.

For all programmes where a form completion is required, only a valid form can result in remuneration. A form is considered to be valid if all of the prospect's contact information (e-mail address, existing phone number, physical address verifiable per directory) is correct.

6.5 Penalties

In case of non-compliance with one of the above terms, the Affiliate may be subject to penalties such as the non-remuneration or even the termination of its Affiliate account.

7. NON-SOLICITATION

The Affiliate must refrain from soliciting an Advertiser with whom it has been put in contact by EFFINITY to offer it any advertising or promotional services, for its benefit, during the entire period in which the Affiliate participates in affiliation programmes presented by EFFINITY, and for 12 months after the Affiliate has ceased to participate in the Programmes of this Advertiser with EFFINITY.

In case of violation of this commitment, the Affiliate will be liable to pay a penalty equal to the amount of the commissions paid by EFFINITY for the campaigns of the Advertiser in question during the 12 months preceding the last payment of the commissions on behalf of this Advertiser. The amount of the penalty may be withheld from any amount owed by EFFINITY to the Affiliate.

In addition, during the entire time that the Affiliate participates in Programmes presented by EFFINITY, if an Affiliate is solicited by an Advertiser that is EFFINITY's customer, the Affiliate undertakes to notify EFFINITY and, in the event of a commercial proposal made to the Advertiser, to have offered to EFFINITY pricing conditions that are at least equivalent to those offered to the Advertiser. The Affiliate must systematically notify EFFINITY of contacts and events with the EFFINITY Advertisers.

If the Affiliate provides advertising or promotional services for the benefit of an Advertiser with which it has been put in contact by EFFINITY, without respecting the commitment resulting from the preceding paragraph, the Affiliate will be liable to pay a penalty equal to the amount of the commissions paid by EFFINITY for the campaigns of the Advertiser in question during the 12 months preceding the last payment of the commissions on behalf of this Advertiser. The amount of the penalty may be withheld from any amount owed by EFFINITY to the Affiliate.

8. PERSONAL DATA

8.1 Affiliation

It is reminded that, in the context of the affiliation tracking services of a user activity, EFFINITY only proceeds with the processing of pseudonymised Personal Data (i.e. an identifier that does not allow EFFINITY to identify the user tracked with the data it has).

The Affiliate is prohibited from transferring to EFFINITY any additional data that would allow EFFINITY to identify the internet users, directly or indirectly, through cross-referencing.

EFFINITY and the Affiliate undertake not to use this data for purposes other than identifying and counting the events that could generate remuneration for the Affiliates.

8.1.1 Capacity of the parties

The Affiliate acts in the capacity of

- Data Co-controller with EFFINITY and the Advertisers participating in the Programme.
- Data Controller with regard to its website or any other Processing it may perform.

The Advertiser acts in the capacity of

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

In this context, the Affiliate undertakes to publish, on its site(s) participating in a Programme, a link to the main lines of the present contractual terms so that the party concerned may have access to them. The link to publish will be the following : <https://www.affiliation.com/en/rgpd/>.

8.1.2 Compliance with regulations

EFFINITY and the Affiliate mutually agree to comply with the existing legislation applicable to the Processing of Personal Data. In particular, they undertake to keep the records required by the GDPR up to date.

8.1.3 Information

The Affiliate undertakes to publish on its site the information notices required by the regulations on Personal Data, in particular those provided for in Article 13 of the GDPR.

In particular, it must inform users about:

- The fact that its site participates in Programmes
- That EFFINITY and the Advertisers who have Links or Promotional Tools on its site are Data Co-controllers with the Affiliate
- That, in the context of the said Programmes, the redirections of the user of the Affiliate's site towards the Advertiser's site and the actions that follow (filling in a form, making a purchase) are tracked by EFFINITY

As such, it is reminded that the Affiliate has access to the following information on the Platform:

- The identity and contact information of the Advertisers who participate in the Programme
- Where applicable, the contact details of the EFFINITY Data Protection Officer and the Advertisers who participate in the Programme

- Where applicable, the existence of a transfer outside the European Union of the tracking data referred to above by EFFINITY, the appropriate guarantees and the means of obtaining a copy of the data;
- The period of time for which the tracking data is stored by EFFINITY

The Affiliate undertakes to comply with the existing regulations regarding cookies and other trackers. In particular, it undertakes to inform the users of the presence of cookies on its site and obtain their consent according to these recommendations and the provisions of the GDPR.

8.1.4 Right of persons

EFFINITY and the Affiliate mutually agree to pass on to each other the requests they receive from the people concerned who wish to exercise their rights of access, opposition, deletion, limitation and portability without delay and to grant such requests where they are justified.

8.1.5 Violations

EFFINITY notifies the Affiliate and, vice versa, the Affiliate notifies EFFINITY, in writing, of any violations of the Personal Data. This notification must be accompanied by all relevant information to allow EFFINITY or the Affiliate, to report the violation to the supervisory authority, if required.

8.1.6 Data Protection Officer

Where applicable, the contact details of the Data Protection Officer of the Advertiser and the Affiliate are accessible on the Platform.

The Data Protection Officers of the Affiliate and EFFINITY will be the point of contact between EFFINITY and the Affiliate in all matters relating to Personal Data.

8.2 Effi-ID

Effi-ID is a service that can allow the Affiliate to identify, the person who performed an operation with the Advertiser that generated a commission for the Affiliate by means of a reconciliation key. 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, it is required to report this on the Platform and comply with the provisions of Article 8.2 of the Affiliate – Advertiser Terms annexed hereto.

8.3 ContainerTag

The ContainerTag is a JavaScript code hosted by EFFINITY, which is called directly by the Advertiser's site and which can contain the Tags of specific Affiliates. This script retrieves parameters transmitted by the Advertiser. The Affiliates integrated into the ContainerTag are called and receive the Advertiser's information according to the pages seen by a user. This call allows them to learn more about the user's navigation by placing cookies to them.

When an Affiliate integrates its script into the ContainerTag, it is required to comply with the provisions of Article 8.3 of the Affiliate – Advertiser Terms annexed hereto.

8.4 Suppression List

In the context of emailing campaigns, the Advertiser is likely to share with the Affiliate an email address database to which he does not wish the campaign to be directed (hereinafter the "push base") so that the Affiliate taking part in this campaign can take it into account.

In this case, the Affiliate must comply with the provisions of article 8.4 of the Affiliate - Advertiser Terms and Conditions which are appended hereto.

9. REMUNERATION TERMS

The Affiliate is paid according to the terms set by the Advertisers that are accessible on the Platform. The type of remuneration and its amount are determined by the Advertiser for each of its Programmes. Advertiser may change the terms of remuneration; EFFINITY relieves itself from any liability in this regard. Affiliates must be notified by e-mail of any change to the terms of remuneration by the Advertisers. Affiliates will have the option, to cease to participate in the Advertiser's Programme if they do not accept this remuneration change.

EFFINITY gives access to each Affiliate, via its account on the Platform, to the activity report on the Programme which tracks the operations performed to the Advertiser's site via the Affiliate's site and calculates the amount of the remuneration due by the Advertiser to the Affiliate.

EFFINITY gives access to an account account on the Platform to each Affiliate, where they get access to the activity report on the Programme and the operations performed on the Advertiser's site via the Affiliate's site as well as the amount of the remuneration due to the Affiliate by the Advertiser.

The recording of the traffic and activity is limited to one transaction per 24-hour period and per user workstation (identification of the computer from which the request originates) for the same Affiliate. goes without saying that users who refuse cookies cannot be recorded.

In the event of interruption in the tracking by the Advertiser, the remuneration of the Affiliate will be calculated based on the remuneration due in the preceding month in proportion to the duration of the interruption.

In the event of fraud, any remuneration is excluded, in particular in the event of the generation of artificial traffic to the Advertiser's site that does not match user visits after they have been to the Affiliate's site.

Effinity is not liable to remunerate the Affiliate in the event of non-payment of the Advertiser due to insolvency or any other cause. The remuneration is due only within the limits of the amounts that EFFINITY has previously received from the Advertiser on behalf of the Affiliate, after deducting EFFINITY's own remuneration.

10. PAYMENT TERMS

A consolidation of the commissions is performed by EFFINITY on the 10th day of each month based on the commissions paid by the Advertisers to EFFINITY in the preceding month.

As soon as the cumulative amount of the commissions collected on behalf of the Affiliate and collected by EFFINITY exceeds a minimum amount of 75 euros, EFFINITY will generate an invoice request. If the amount owed is less than this, then the payment is postponed until the sum of 75 euros is reached.

The publisher must validate this invoice request in its interface.

The validation date of the invoice request by the Affiliate is the date of receipt of the invoice by the Affiliate.

The payments are made as follows:

- For a validation between the 1st and the 15th day of the month, the request of the invoice payment must be made by EFFINITY to the Affiliate between the 16th and 18th day of the month
- For a validation between the 16th day and the end of the month, the request of the invoice payment must be made between the 1st and 3rd day of the following month

If the Affiliate does not validate the invoice request before September 30th of the year following the date of the invoice request, the right to commission will lapse and the amounts collected by EFFINITY will be definitively acquired by EFFINITY.

It is stated that EFFINITY does not assume in any way responsibility for non-payment by the Advertisers of the commissions due to the Affiliates, whether such non-payment results from the insolvency of the Advertiser or from any other cause. Consequently, EFFINITY only transfers to the Affiliate the amounts that it has previously collected from the Advertisers on behalf of the Affiliate. If EFFINITY is obliged to incur costs for the recovery of the amounts due from the Advertisers, the amounts due to the Affiliate must be decreased by the recovery costs. This is an essential condition of this contract without which EFFINITY would not have entered into this agreement.

It is also stated that, for the Affiliates located outside of the European Union, the payment of the commissions is made by the solution named Payoneer. The Affiliate located outside of the European Union accepts it and undertakes to create an account on the Payoneer solution in order to receive its payments.

11. TAX STATUS OF THE AFFILIATE

The Affiliate undertakes to comply with the social and tax regulations applicable to its remuneration by the Advertiser.

The Affiliate is invited to consult the following sites:

- <https://www.impots.gouv.fr/portail/node/10841>
- <http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

If the Affiliate's activity is regular and can be qualified as a professional with regards to the tax regulations, the amounts due to the Affiliate will be paid upon presentation of invoices including or excluding the VAT, as the case may be, and upon presentation of a SIRENE number. The invoice must

For all the amounts exceeding 500 euros per year and per Affiliate, EFFINITY reserves the right to request an invoice with a SIRENE number before making any payment.

ATTENTION: Private Individuals are asked to seek legal and tax advice to determine their obligations with regard to each specific situation.

12. CONFIDENTIALITY

For the duration of the contract, the parties undertake, to treat any information of any kind as confidential, whether marketing, commercial or financial information, from an Activity Report or relating to methods or know-how.

EFFINITY and the Affiliate undertake to guarantee the confidentiality of all Personal Data that may be processed as part of EFFINITY's services and to ensure that people authorised to process such Personal

Data are bound by an appropriate confidentiality agreement or in the absence thereof, by a conventional obligation, and receive the necessary training in the protection of personal data.

13. DURATION, TERMINATION

This contract is concluded for an indefinite period.

It is terminated automatically if the Affiliate has ceased to participate in any Affiliate programme for more than 1 year. The sum collected by EFFINITY is then reimbursed to the Affiliate unless the remaining amount is less than 75 euros, in which case they are retained as EFFINITY's compensation.

EFFINITY may terminate the contract at any time with 30 days' notice, and will be released from any obligation with respect to the Affiliate.

If, during a period of 12 months after the termination, the Affiliate contracts directly with an Advertiser with which it was put in contact by EFFINITY, the Affiliate will be liable to EFFINITY for a penalty equal to 30% of all commissions paid to the Affiliate during the 12 months preceding the termination.

14. INTELLECTUAL PROPERTY

The Affiliate may under no circumstances use the EFFINITY's name or brand for commercial or promotional purposes, particularly when used to promote similar or competing services.

It is expressly agreed that this contract does not confer any rights to the Affiliate to the programmes and data contained on the EFFINITY site. These programmes and data, governed by the intellectual property code, remain the exclusive property of their authors.

The Affiliate is informed that EFFINITY may conduct traffic analysis of the Affiliate's site. EFFINITY holds the database producer rights to the collected data.

15. LIABILITY

The Affiliate relieves EFFINITY of any claims by a third party or by an Advertiser for any reason whatsoever including those:

- Reasons related to its site content
- In case of non-compliance with terms of the Affiliate – Advertiser contract annexed hereto
- In case of non-compliance with the provisions of the GDPR or any other applicable regulations on cookies, tracking and online communication

The definition, posting and operation of Programmes by Advertiser, and any changes or interruptions, remain the sole responsibility of the Advertisers.

16. NON-COMPLIANCE WITH OBLIGATIONS

In case of non-compliance with these terms and conditions, the parties may terminate the contract in their own right, if there's no response to notice being served for a period of 8 days.

In case of fraud, the termination may take place immediately and the commissions registered prior to the fraud will not be redistributed to the Affiliate.

17. APPLICABLE LAW AND CHOICE OF FORUM CLAUSES

This contract is subject to French law.

In the event of any dispute relating to this contract, as regards its interpretation, execution, termination, etc., and in the absence of an amicable agreement between the parties, express jurisdiction is attributed to the competent courts of the jurisdiction of the Commercial Court of Paris, however many defendants or the nature of the appeal, including for emergency interim proceedings, protective summary proceedings or requested *ex-parte* motions.

AFFILIATES - ADVERTISERS TERMS AND CONDITIONS

1. OBJECT

The company EFFINITY (a simplified joint-stock company registered with the Trade and Companies Register of Paris under no. 432 831 550, whose head office is located at 80 rue Taitbout, 75009 Paris), which operates under the trading name EFFINITY, is a performance marketing consultancy.

It offers different services, including affiliation, which consists of EFFINITY putting an advertiser (hereinafter the “Advertiser”) in contact with publishers of websites or service providers (hereinafter the “Affiliates”), which are registered on its platform, in order to promote the Advertisers or their products to internet users who visit the Affiliates’ sites or sites in the Affiliate network. The promotion is performed by means of links on the Affiliates’ sites or the Affiliate network allowing access to the Advertisers’ site or by electronic mail campaigns (e-mailing). The EFFINITY Tracking Tool is used to identify and count the events that could generate remuneration for the Affiliates. This is the only tool used to determine the remuneration due to the Affiliates.

These General Terms and Conditions are concluded between the Advertisers and the Affiliates participating in the Advertiser’s programmes. Their purpose is to govern their relationship.

2. DEFINITION

Affiliate: Site publisher, holder of commercial link vendor applications or e-mail files that participates in a Programme

Advertiser: An EFFINITY’s customer who wishes to promote itself or its products or services through Programmes.

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

Personal data: any information relating to an identified or identifiable natural person (hereinafter referred to as the “data subject”); the following is deemed to be an “identifiable natural person”: a natural person who can be identified, directly or indirectly, in particular with reference to an identifier, such as a name, identification number, location data, online identifier, or one or more elements specific to the person’s physical, physiological, genetic, psychological, economic, cultural or social identity;

Link or Promotional Tool: an object placed on the Affiliate’s site that allows a user to go directly or indirectly to the Advertiser’s site, such as a banner, e-mail, XML feed, cashback link, etc.

Tracking Tool: A software solution to track the events giving rise to remuneration, such as a sale made by an Advertiser directly or indirectly following a visit to an Affiliate site, receipt of a form, a click, etc. The tracking on the Advertiser’s site is performed through tags placed on the confirmation pages of the actions to be taken.

Platform: a software solution accessible via the internet, including administrative and monitoring tools and the Tracking Tools, accessible via extranet. It notably includes an interface for the Advertiser and an interface for the Affiliate.

Programme: a promotional campaign aimed at generating traffic towards the Advertiser’s site(s).

Data Controller: the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of data processing; where the purposes and means of such processing are determined by Union law or the law of a Member State, the data

controller may be designated or the specific criteria applicable to his appointment may be provided for by the law of the Member State Union or by the law of a Member State.

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

Subcontractor: For the purposes of the personal data regulations, the natural or legal person, public authority, service or other body that processes personal data on behalf of the Data Controller.

Tags: Tags are pixel-sized images in .GIF format that count the number of visitors to a page on a site.

Processing: any operation or set of operations performed with or without the use of automated processes and applied to data or sets of personal data, such as collection, registration, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, limitation, deletion or destruction;

3. REMINDER OF THE ROLE OF EFFINITY

EFFINITY acts as the agent of the Advertiser and the Affiliate.

In this context, its missions include:

- Obtaining the acceptance of these terms and conditions from the Advertiser and the Affiliate.
- Collecting, in the name and on behalf of the Advertiser, the Affiliate registrations on its Affiliate Programme.
- Counting the flows (traffic and actions generated by the Links in the Advertiser's Affiliate Programme).
- Collecting from the Advertiser the remuneration due to the Affiliates based on the results recorded and returning it to the Affiliates.
- Making a campaign management interface available to the Advertiser and the Affiliate.

4. TERMS OF REMUNERATION OF THE AFFILIATE

The terms of remuneration of the Affiliate are set by the Advertiser and are accessible on the Platform.

EFFINITY accounts for events giving rise to the Affiliate's remuneration by the Advertiser are accounted for by EFFINITY.

5. RESTRICTION ON THE USE OF CERTAIN PROMOTIONAL TOOLS

The type of Promotional Tools authorised for the Affiliate are set by the Advertiser and are accessible on the Platform.

The use by the Affiliate of a type of Promotional Tool that is not authorised by the Advertiser cannot give rise to any remuneration for the Affiliate.

6. E-MAILING

If the Affiliate proceeds to send to an e-mail database, it undertakes to comply with the regulations applicable to commercial prospecting, including the provisions of Article L. 34-5 of the Post and Electronic Communications Code.

In the context of emailing campaigns, the Advertiser is likely to share with the Affiliate an email address database to which he does not wish the campaign to be directed (hereinafter the "suppression list") so that the Affiliate taking part in this campaign can take it into account.

The Affiliate undertakes not to send any email to the people in this repulse database.

7. TERMINATION

This contract is concluded non-exclusively between the Advertiser and the Affiliate, for an indefinite period, it being specified that each party may terminate it at any time by simple e-mail addressed to: effilie@effiliation.com.

The Advertiser may terminate a Programme or terminate an Affiliate's participation in a Programme within 7 days, under any circumstances and for any reason and with immediate effect, in the case of a legitimate reason.

The Affiliate will then have the right to terminate this contract with 7 days' notice.

8. PERSONAL DATA - COOKIES

8.1 Affiliation

It is reminded that, in the context of the affiliation services, EFFINITY only proceeds with the processing of pseudonymised Personal Data (i.e. an identifier that does not allow EFFINITY to identify the user tracked with the data it has).

8.1.1 Capacity of the parties

The Advertiser acts in the capacity of

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

The Affiliate acts in the capacity of

- Data Co-controller with EFFINITY and the Advertisers participating in the Programme.
- Data Controller with regard to its website or any other Processing it may perform.

8.1.2 Compliance with regulations

The Advertiser and the Affiliate mutually agree to comply with the existing legislation applicable to the Processing of Personal Data.

8.1.3 Information

The Affiliate undertakes to publish on its site the information notices required by the regulations on Personal Data, in particular those provided for in Article 13 of the GDPR.

In particular, it must inform users about:

- The fact that its site participates in Programmes
- That EFFINITY and the Advertisers who have Links or Promotional Tools on its site are Data Co-controllers with the Affiliate
- That, in the context of said Programmes, the redirections of the user of the Affiliate's site towards the Advertiser's site and the actions that follow (filling in a form, making a purchase) are tracked by EFFINITY

To this end, the Affiliate undertakes to:

- Display an information banner on its website stating that trackers are used in the context of affiliation campaigns and for the purpose of the payment of commissions;
- Not load the tracking when the user consults the first page, until the user has given consent;
- Specify how the user is required to consent to the use of these trackers (continued navigation, clicking on a button directly in the banner, etc.) ;
- Indicate to the user the mechanisms allowing him to object to this tracking and accessible via the link present in the banner;

The Affiliate undertakes to comply with the existing regulations and recommendations regarding cookies and other trackers. In particular, it undertakes to inform the users of the presence of cookies on its site and obtain their consent according to these recommendations.

8.1.4 Right of persons

The Advertiser and the Affiliate mutually agree to immediately share with to each other the requests they receive from the people who wish to exercise their rights of access, opposition, deletion, limitation and portability and to grant such requests where they are justified.

8.1.5 Data Protection Officer

The contact details of the Data Protection Officer of the Advertiser and the Affiliate must be accessible on the Platform, where applicable.

8.2 Effi-ID

Effi-ID is a service that can allow the Affiliate to identify, the person who performed an operation with the Advertiser that generated a commission for the Affiliate, by means of a reconciliation key. 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, it is required to report this on the Platform.

This Article 8.2 applies between the Advertiser and the Affiliates who use the Effi-ID service for the purpose described above in the context of the Advertiser's campaign, in addition to the other provisions of this agreement.

Effi-ID can also be used for purposes other than the identification of persons, such as tracking the results of an advertising space on the Affiliate's site. In this case, this Article 8.2 does not apply.

8.2.1 Object, nature and purpose

The Affiliate uses Effi-ID to identify users who, have generated a commission for the Affiliate by performing a specific action on the Advertiser's site.

The precise purpose is indicated on the Platform.

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

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

- other Programmes of other Advertisers
- selling them or monetising them
- making them available

8.2.2 Personal Data processed

- ID
- Purchase or action data (lead).

8.2.3 Right of persons – Legality

The Affiliate undertakes to:

- Give users who register on their site or in their community all the information required by the regulations on Personal Data;
- Obtain the consent of users who register on their site or in their community;
- Respond effectively to requests from persons who are asserting their rights of access, erasure, limitation or portability;
- Inform the users who register on its site or in its community that it has made the above commitments.
- Limit the data storage period to what is strictly necessary to achieve the desired purpose.

8.2.4 Security – Transfers

The Affiliate takes all appropriate technical and organisational measures to protect the Personal Data collected through Effi-ID, taking into account the state of knowledge, the costs of implementation, the nature, scope, context and purposes of the Processing and the risks to the rights and freedoms of natural persons, in order to guarantee a level of security appropriate to the degree of probability and severity of the risk.

If the Affiliate is required to make a transfer of the said data to a third country or to an international organisation, under EU law or the law of the Member State to which it is subject, it must inform the Advertiser beforehand, unless the right concerned prohibits such information on important grounds of public interest.

The Affiliate is prohibited from transferring the Personal Data collected via Effi-ID to third parties without having informed the person concerned and obtained their consent.

The Affiliate undertakes to guarantee the confidentiality of the said Personal Data and to ensure that people authorised to process such Personal Data are bound by an appropriate confidentiality obligation of legal origin or, in the absence thereof, by a collective agreement, and receive the necessary training in the protection of personal data.

8.3 ContainerTag

The ContainerTag is a JavaScript code hosted by EFFINITY, which is called directly by the Advertiser's site and which can contain the Tags of specific Affiliates. This script retrieves parameters transmitted by the Advertiser. The Affiliates integrated into the ContainerTag are called and receive the Advertiser's information according to the pages seen by a user. This call allows them to learn more about the user's navigation by placing cookies to them.

It is reminded that the Advertiser must give its agreement for:

- The integration of the ContainerTag into its website, and
- The integration of an Affiliate into the ContainerTag integrated into its website.

This Article 8.3 **Erreur ! Source du renvoi introuvable.** applies between the Advertiser which has integrated the ContainerTag into its website and the Affiliates integrated into this ContainerTag, it being specified that the other provisions of this agreement also apply.

8.3.1 Object, nature and purpose

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

The Affiliate undertakes not to use the Personal Data collected on the Advertiser's site for any purpose other than the Advertiser's campaign in question.

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

- other Programmes of other Advertisers
- selling them or monetising them
- making them available to third parties

8.3.2 Duration of Processing

During the term of this contract.

8.3.3 Personal Data processed

- Connection data (IP address, session ID, device identifier, device)
- Behavioural navigation data (pages viewed, products or service descriptions viewed)
- Purchase or action data (lead).

The Affiliate is required not to collect other types of Personal Data via its script integrated into the ContainerTag. In particular, the Affiliate is prohibited from collecting data permitting the identification of the user (such as the user's surname, first name, e-mail address, etc.).

8.3.4 Categories of persons concerned

The persons concerned are internet users who visit the Advertiser's site.

8.3.5 Right of persons – Legality

8.3.5.1 INFORMATION – CONSENT

The Advertiser undertakes to:

- Display an information banner stating that trackers are used to display targeted advertisements on its site;
- Not load the trackers when consulting the first page viewed by the user, as long as the user has not yet given consent;
- Specify how the user is required to consent to the use of these trackers (continued navigation, clicking on a button directly in the banner, etc.) ;
- Indicate to the user the mechanisms allowing him to object to this tracking and accessible via the link present in the banner;
- Indicate to the users the details of the Affiliates which have integrated their script into the ContainerTag so that the persons concerned can assert their rights (see 8.3.5.2).

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

8.3.5.2 RIGHT OF PERSONS

The Affiliate undertakes to:

- Set up an effective opposition mechanism and communicate it on the Platform so that the Advertiser can itself communicate it to the users on its site (see 8.3.5.1);

- Respond effectively to requests from persons who are asserting their rights of access, erasure, limitation or portability.

8.3.5.3 RELATIONSHIP BETWEEN THE ADVERTISER AND THE AFFILIATE

The Advertiser and the Affiliate undertake not to act outside of the provisions of this agreement, except with a documented instruction to the contrary.

8.3.6 Transfer of data

8.3.6.1 TRANSFER TO A THIRD COUNTRY

If the Affiliate or the Advertiser is required to make a transfer of Personal Data to a third country or to an international organisation, under EU law or the law of the Member State to which it is subject, it must inform the other party beforehand, unless the right concerned prohibits such information on important grounds of public interest.

8.3.6.2 TRANSFER TO A THIRD PARTY

The Affiliate is prohibited from transferring the Personal Data collected via its script integrated into the ContainerTag to third parties without having informed the person concerned and obtained their consent.

8.3.7 Mutual obligations

The Affiliate and the Advertiser undertake mutually to:

- Process the Personal Data that may be collected via the ContainerTag only for the sole purpose(s) defined on the Platform in accordance with Article 8.3.1.
- Guarantee the confidentiality of said Personal Data and to ensure that people authorised to process such Personal Data are bound by an appropriate confidentiality obligation of legal origin or, in the absence thereof, by a conventional obligation, and receive the necessary training in the protection of personal data.
- With regard to their tools, products, applications or services, consider the principles of (i) data protection from the design phase and (ii) data protection by default.
- Keep a record of the Processing activities in accordance with the regulations.
- Co-operate with each other in the event of inspections by the competent authority.

8.3.8 Mutual assistance

8.3.8.1 NOTIFICATION OF VIOLATIONS

The Advertiser notifies the Affiliate and, vice versa, the Affiliate notifies the Advertiser, in writing, of any violations of the Personal Data collected via the ContainerTag. This notification must be accompanied by all relevant information to allow the Advertiser or the Affiliate, if required, to report the violation to the supervisory authority.

8.3.8.2 IMPACT ASSESSMENTS AND CONSULTATION OF THE SUPERVISORY AUTHORITY

The Advertiser may solicit the Affiliate, and vice versa the Affiliate may solicit the Advertiser, to assist it in performing impact assessments and in the consultation of the supervisory authority that follows from them.

8.3.9 Security

The Affiliate takes all appropriate technical and organisational measures to protect the Personal Data collected via its script integrated into the ContainerTag, taking into account the state of knowledge, the costs of implementation, the nature, scope, context and purposes of the Processing and the risks to the rights and freedoms of natural persons, in order to guarantee a level of security appropriate to the degree of probability and severity of the risk.

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

- means to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services,
- means to restore the availability of and access to personal data within the appropriate time in the event of a physical or technical incident,
- a procedure intended to test, analyse and regularly evaluate the effectiveness of the technical and organisational measures to ensure the security of processing.

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

In case of proven and imminent risk of hacking or damage to the security of the infrastructure, the Affiliate reserves the option, in order to prevent any damage, of stopping the data collection via its script integrated into the ContainerTag.

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

8.3.10 Subcontracting

The Affiliate indicates on the Platform any new Subcontractor which it is using. The Advertiser may present objections to these new Subcontractors.

The Affiliate must ensure that its Subcontractors comply with the obligations set forth in this agreement and that they provide sufficient guarantees with regard to the implementation of appropriate technical and organisational measures to comply with the regulations on personal data.

8.3.11 Fate of the data at the end of the contract

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

8.3.12 Mutual supervision

8.3.12.1 IMPACT STUDY

If the Affiliate conducts a profiling activity within the meaning of the regulations on Personal Data, it undertakes to make available to the Advertiser, at its request, the conclusions of the impact study that it performed on this Processing.

8.3.12.2 ADVERTISER'S RIGHT OF AUDIT

The Advertiser may commission audits of the Affiliate to ensure compliance with the obligations set out in this agreement. The Affiliate must provide the auditor with the necessary documentation.

The audit will be conducted by an independent auditor and must be limited to one audit per year, except in the case of compelling reasons. It must not disrupt the activities of the audited company and must not last more than 5 consecutive days. The Advertiser must notify the Affiliate at least 15 days prior to conducting the audit.

The Advertiser is responsible for all audit costs, staff time and machine time used for the purposes of the audit.

8.3.12.3 AFFILIATE'S RIGHT OF INFORMATION

The Advertiser must provide the Affiliate with the necessary documentation so that the Affiliate can ensure compliance with these terms and conditions.

8.3.13 Communication

Any communication from the Affiliate about the campaigns conducted (i.e. any results related to the data collected, case studies, good practices, market research, press releases, etc.) must be submitted for the Advertiser's authorisation via EFFINITY.

8.4 Suppression list

In the context of emailing campaigns, the CUSTOMER may share directly with the Affiliate an email address database to which it does not wish the campaign to be directed (hereinafter the "suppression list") so that the Affiliate taking part in this campaign can take it into account.

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

- The Affiliate undertakes to use this push base only for the sole purpose of deduplicating it with its own base in order to identify the contacts to which the Advertiser's campaign should not be addressed.
- The Affiliate undertakes to delete the push-back base immediately after deduplicating it with its own base.
- The Affiliate undertakes to implement all appropriate technical and organisational measures to protect the Advertiser's repellent base.
- The Advertiser undertakes to inform the persons appearing in its database that it is likely to transfer their data to its partners in order to respect their wish to no longer be solicited.
- The Advertiser and the Affiliate mutually undertake to forward to each other without delay any requests they may receive from data subjects who wish to exercise their rights of access, opposition, deletion, restriction, portability and to grant said requests when justified.

9. INTELLECTUAL PROPERTY

The Affiliate acknowledges that the use granted to it of the Advertiser's trademark and trade name, the distinctive signs and, in particular, any intellectual or industrial property rights attached thereto, does not confer any rights of ownership to it, and it undertakes to use them only in the strict respect of the Programmes and exclusively by using the Links and Promotional Tools which are provided to it.

The Affiliate undertakes not to create confusion as to its status as a company independent of the Advertiser and assumes the risks of its operations.

10. GOOD FAITH

The Affiliate undertakes to always behave, with regard to the Advertiser and the users of the sites, as a loyal partner and in good faith and, in particular, to bring to the Advertiser's knowledge, as soon as possible, any difficulty or dispute that it may encounter in the exercise of its contractual activities.

The Affiliate undertakes to distribute the Advertiser's Campaign exclusively on its website(s) registered in the Programme, to the exclusion of any other website.

11. INDEPENDENCE

The Advertiser and the Affiliate are independent contractors and none of the provisions of this Agreement will create a *de-facto* or *de-jure* partnership, joint venture, agency, franchise or commercial agent agreement, or a salaried employment relationship between the parties.

In this context, the Affiliate is prohibited from issuing or accepting offers or declarations on behalf of the Advertiser, and the Advertiser is prohibited from issuing or accepting offers or declarations on behalf of the Affiliate.

The Advertiser and the Affiliate undertake not to make any declarations, either on their website or otherwise, in violation of this article.

12. LIABILITY

The Affiliate notes and warrants the Advertiser against the consequences of any claims by a third party for any reason whatsoever due to the content of its site or, more generally, of its actions.

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

It is agreed between the parties that the Advertiser refuses any liability for such materials and that the Affiliate warrants the Advertiser against any lawsuits, damages or indemnities that may result to the Advertiser from the violation of the Affiliate's obligations.

The Advertiser does not give any express or implicit warranty concerning its site, except for the obligations defined above.

13. NON-TRANSFERABILITY

The Affiliate may not assign or transfer the benefit of this agreement, whether by way of sale of business assets, the partial transfer of assets, merger, absorption or transfer of shares or equities, without first having informed the Advertiser and obtained its prior written consent.

Subject to this limitation, this Agreement will be binding upon the parties and their respective beneficiaries and assignees and will be enforceable against them.

14. CONFIDENTIALITY AGREEMENT

The Advertiser and the Affiliate undertake for themselves, their staff and their agents, throughout the duration of this agreement and without limitation after its expiration, to observe the utmost confidentiality with regard to all the information of the other party of which they become aware in the context of the execution of this agreement.

15. APPLICABLE LAW AND CHOICE OF FORUM CLAUSES:

This contract is subject to French law.

In the event of any dispute relating to this contract, as regards its interpretation, execution, termination, etc., and in the absence of an amicable agreement between the parties, express jurisdiction is attributed to the competent courts of the jurisdiction of the Commercial Court of Paris, however many defendants or the nature of the appeal, including for emergency interim proceedings, protective summary proceedings or requested *ex-parte* motions.

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