

## TERMS AND CONDITIONS BETWEEN EFFINITY AND ITS AFFILIATES, PARTNERS, AND INFLUENCERS

EFFINITY is a simplified joint-stock company whose registered office is located at 80, rue Taitbout, 75009 Paris, listed with the Paris Trade and Companies Registry under number B 432 831 550, operates using the trade name **EFFINITY**, and can be described as a Marketing Consulting Agency.

EFFINITY has successfully established and operates several services, including:

- A service that manages affiliate campaigns based on its software platform available on <http://www.affiliation.com>.  
In this context, EFFINITY (i) puts clients in contact with Affiliates to implement their campaigns, (ii) monitors the performance of affiliates within the framework of these campaigns, (iii) determines the remuneration of affiliates, and is responsible for the collection from clients and remits it to the affiliates.
- An audience measurement service that allows its clients to monitor the performance of their website with the support of Partners.  
In this context, EFFINITY (i) puts clients in contact with the Partners to participate in the Client's Audience Measurement Programs (ii) provides the client with audience measurement reports and (iii) where applicable, ensures the collection of the fees/ remuneration from the clients and guarantees payment to the Partners.
- A service that consists of hiring Influencers to promote the brand and / or products of its clients via articles, posts, photos, videos, participation in events, etc.

These terms and conditions are concluded on the one hand, by the company EFFINITY and on the other hand, by the Affiliates, Partners, and Influencers.

Affiliates, Partners, and Influencers declare that they have read and accepted these terms and conditions.

### 1 DEFINITIONS

**Affiliate:** can be described as a website publisher, application owner, sponsored link seller or an e-mail address file owner that participates in a campaign.

**Campaign:** can be described as a promotional campaign aimed at generating traffic on the CLIENT's website(s), which terms are defined on the Platform and in the Affiliate - Advertisers terms and conditions annexed to this agreement and applies to the CLIENT and the Affiliate company.

**Influencing campaign:** These are promotional campaigns that requires the intervention of an influencer, and the goal is to assure (i) the promotion of the client brand, their products, or services, and/or (ii) traffic on the CLIENT's website(s) and/or (iii) purchases of products or services on the CLIENT's site.

**Client:** EFFINITY clients can be defined as those who desire (i) to promote their brand, products or services via campaigns or influencer marketing campaigns, or (ii) to monitor the performance of their website within the framework of our Audience Measurement Programs.

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

**Personal data:** any information relating to an individual that can be identified or identified (hereinafter referred to as "data subject"); an "individual" is deemed to be an "identifiable natural person" if he or she 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 factors specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity.

**Link:** link to the Client's website

**Note:** can be defined as a summary note on the Influencer marketing campaign of approximately one page that includes (i) the type of promotion expected by the Advertiser (ii) the language elements to be used by the Influencers participating in the Influencer marketing campaign, (iii) the product or offer that the Advertiser wishes to have promoted by the Influencers.

**Tracking Tool:** can be defined as the software solution that enables the tracking of events which give rise to remuneration such as sales made by an Advertiser directly or indirectly following a visit to an Affiliate site, the submission of a form, or a click. Tracking on the CLIENT's site is carried out using Tags placed on the confirmation pages of the events to be tracked.

**Promotional / Communication Tool:** are materials distributed by the Affiliate or the Partner such as banner, email, xml feed...which may include a Link.

**Partners:** can be described as a website publisher, application owner, sponsored link seller or an e-mail address file owner that participates in an Audience Measurement Program

**Platform:** is an internet-accessible software solution including the administration and monitoring tools as well as the Tracking Tool. It also includes an interface for the Advertiser and an interface for the Affiliate / Partner / Influencer.

**Audience Measurement Program:** is a program designed to track the performance of the Client's website per landing page, through a network of partners that distribute links to the client's website.

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

**Joint controller:** is a situation when two or more controllers jointly determine the purposes and means of processing.

**Data Controller:** is the natural or legal person, public authority, agency, or other body who alone or jointly with others determines the purposes and ways to process the operation. The purposes and manners of this processing are determined by Union law or by the law of a Member State.

**GDPR:** The General Data Protection Regulation is a Regulation in EU 2016/679 adopted by the European Parliament and the Council on April 27, 2016, applicable from May 25, 2018.

**Subcontractor:** works in the context of the regulations on Personal Data and can be defined as the natural or legal person, public authority, department, or other body that processes personal data on behalf of the Data Controller.

**Tags:** Tags are pixel-sized images in .GIFs format that make it possible to measure the number of visitors who have accessed the page of a Website.

**Processing:** can be defined as any operation or set of operations 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.

## **2 CONDITIONS OF ADMISSION OF AN AFFILIATE / PARTNER / INFLUENCER ON THE PLATFORM**

EFFINITY reserves the right to accept or reject the registration of Affiliates / Partners / Influencers on its platform in a discretionary manner without having to justify its decision.

Applicants must ensure and guarantee that the blog site (s), accounts on social networks, services, applications under which they request for registration comply with the laws and regulations in place and that they do not infringe on any right belonging to third parties, in particular in terms of intellectual or industrial property or image rights.

Registration for sites, blogs, social media accounts, services and applications will not be considered if:

- They are not in accordance with the laws and regulations in place and the rights of third parties, especially an illegal and/or pornographic nature or containing racist, defamatory, or inciting remarks to any form of discrimination or extremism,
- It may damage the image of EFFINITY, its Clients or is simply incompatible with their business policy.

Applicants who apply for registration as protected or restricted access sites (passwords etc.) must provide EFFINITY with the means to ensure that their editorial content complies with the law and the conditions above.

Any significant changes to the content of the site, blog, social media accounts, services, applications of the Affiliate / Partner / Influencer will be reported to EFFINITY within 48 hours of the change.

## **3 TERMS OF REGISTRATION**

### **3.1 Registration on the Platform - Contractual Conditions**

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

According to the applicable case, the candidate attests on honor that he/she:

- Is the owner of the domain name, website, or blog under which they make their request or that they hold sole right.
- Owns or holds the rights to use the services or applications of which they apply for registration.
- Is the owner of the social networks account (s) for which they request registration.

EFFINITY will notify the candidate of their successful registration or the rejection by email to the address indicated in the registration form. EFFINITY reserves the right to accept or reject in a discretionary manner, the registration of a candidate on its Platform without having to justify its decision.

Successful registration implies acceptance of these terms and conditions.

Unless otherwise stated, only these terms and conditions are applicable to the relationship between EFFINITY and Affiliates / Partners / Influencers excluding any other contractual conditions.

### **3.2 Changes to the Affiliate / Partner / Influencer's website, blog, account, service, etc.**

Any significant changes to the content of the site, blog, social media accounts, services, applications of the Affiliate / Partner / Influencer will be reported to EFFINITY within 48 hours of the change.

### **3.3 Amendment of the present terms and conditions**

EFFINITY may be required to modify these terms overtime. In this case, EFFINITY will inform the Affiliate / Partner / Influencer in advance of such changes. The latter has the right to refuse the changes by notifying EFFINITY of its refusal, within 8 days of notification of the changes.

In the absence of refusal of the modifications within the period of 8 days, the silence of the Affiliate / Partner / Influencer constitutes acceptance of the new conditions by way of derogation from Article 1120 of the Civil Code. In the event of refusal of the modifications, EFFINITY will have the possibility to terminate this contract with a notice of 8 days.

Registration on the Platform also implies acceptance:

- Affiliate – Advertisers terms and conditions annexed to this agreement and the purpose is to govern the relations between Affiliates and the Clients whose Campaigns they participate in.
- Partners – Client terms and conditions annexed to this agreement and the purpose to govern the relationship between Clients and Partners participating in their Audience Measurement Programs
- Influencer– Advertisers terms and conditions annexed to this agreement and the purpose is to govern the relationship between Clients and Influencers that participate in their Influencer Marketing Campaigns

The admission of the Affiliate / Partner / Influencer leads to registration on the EFFINITY newsletter distribution list informing them of new Campaigns or Audience Measurement Programs.

## **4 AFFILIATION**

Article 4 applies to Affiliates who participate in Client Campaigns.

EFFINITY offers Affiliates access to the Campaigns whose conditions are defined by the Advertisers and posted on the Platform.

The purpose of Article 4 is to define the terms of the mandate given by the Affiliates to EFFINITY in this context.

The relationship between Clients and Affiliates participating in its Campaign is governed by the Affiliate – Advertiser terms and conditions annexed to this agreement and which the Affiliate acknowledges to have taken into consideration.

### **4.1 Application for Campaigns**

Once the Affiliate has registered on the Platform, they may request to participate in Campaigns.

The Affiliate freely decides whether to apply for the various Campaigns proposed on the platform by taking note of their characteristics, features, and policies.

The mandate given by the Affiliate to EFFINITY in the context of each Campaign will take effect after acceptance of the affiliate by the Client. Refusal to accept an Affiliate for a Campaign is discretionary and need not be justified.

The Links and Promotional Tools relating to a Campaign are accessible on the Platform.

The conditions of payment of the Affiliate are set by the Advertiser and accessible on the Platform. Depending on the type of Campaign, the Client undertakes to pay its Affiliates according to various criteria, for example each time a visitor goes to the Client's website (fixed payment per click), fills out a form (fixed payment per lead) or places an order (commission on sale) ...

In this context, EFFINITY accounts for the results obtained (which are subject to validation by the Client) and ensures the collection of compensation that is due to Affiliates by the Client in return for participation in the campaign.

The results obtained are recorded using the Tracking Tool (see 4. 6)

#### **4.2 Obligations of the Affiliate in connection with the Campaigns**

Upon confirmation of an Affiliate's application for a Campaign, the Affiliate will have access to Links and/or Promotional Tools to be placed on the pages of the site(s) or service(s) registered for the Campaign.

These Links / Promotional Tools must not be modified or inserted on a website or service other than the one for which the affiliation was requested, otherwise no remuneration will be paid to the Affiliate. They will be responsible for this action and guarantee EFFINITY of any recourse from the Client or a third party.

In addition, any Link / Promotional Tool modified by the Affiliate will be subject to a penalty of €100 excluding tax after 24 hours and for each day of delay from the moment the request for correction was made by any means to the Affiliate.

The Affiliate is also prohibited from using fraudulent referencing techniques such as “blackhat” methods or using third-party brands to improve the ranking of its website in search engines.

The type of Promotional Tools authorized for the Affiliate are set by the Client and accessible on the Platform. The use of any type of Promotional Tool that is not authorized by the Client:

- Will not give rise to payment for the Affiliate, and,
- May result in the immediate termination of the Affiliate from the Campaign or all the campaigns in which they participate upon the decision of EFFINITY.

In the event of the Affiliate's exclusion from a Campaign or if in accordance with the Affiliates - Advertisers terms and conditions annexed to this Agreement, the Client terminates a Campaign in which the Affiliate participates or the Affiliate's participation in a Campaign or if the Affiliate terminates its participation in a Campaign, the Affiliate undertakes to delete all the Client's Links and Promotional Tools that appear on its site within a 7-day notice period and at the latest by the end of the given period or without delay in the event of termination.

However, if the Client's Links /Promotional Tools remain on the Affiliate's site after this notice, they will automatically redirect:

- To the home page of the Affiliate's website, if the Affiliate has entered this option on the Platform.
- Otherwise, to the website of a non-profit organization of EFFINITY's choice.

#### **4.3 Email Marketing Campaign**

In the context of any emailing and if this Promotional Tool is authorized, the Affiliate agrees to comply with the provisions of this article.

#### 4.3.1 Regulations

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

All recipients must be able to simply unsubscribe from the database to which they have subscribed via an unsubscribe link which must be clearly accessible in the email. The link and unsubscribe must work properly.

The Affiliate also undertakes to adhere to and respect the E-mail charter established by the Collective of Affiliation Platforms (CPA) accessible on the CPA website at: <http://www.cpa-france.org/>.

#### 4.3.2 Conditions set by the Client.

The Affiliate undertakes to comply with the conditions for sending emails as defined by the Client.

#### 4.3.3 Base

The database must be deduplicated. This means that a recipient can only be found once in the database and cannot receive the same advertising email more than once in the same mailing.

#### 4.3.4 Process

##### 4.3.4.1 Validation

Any mailing must be preceded by a validation/ approval from EFFINITY on the subject and the body of the email.

##### 4.3.4.2 Sending a Test Email

A first trial mailing must be carried out on a representative part of the database.

Like any other mail, the mailing must include the following email addresses:

- [effilie@effiliation.com](mailto:effilie@effiliation.com)
- Any other email address at the request of the EFFINITY team

#### 4.3.5 Conditions

In the context of a Pay Per Lead Campaign (per form or PPL), the Affiliate undertakes respect for the characteristics of the Campaign (especially the criteria for selecting recipients that may be required by the Client) and the volume that has been allocated with a margin of +/- 10%. Upon request from the Client, any mailing campaign may be interrupted or stopped by EFFINITY.

The Affiliate also undertakes to respect the dates of dispatch that have been predetermined.

For all PPL (pay per lead campaign), only a valid form can give rise to payment. A form is considered valid if all the contact details of the prospect (email address, existing phone number, physical address verifiable by directory) are accurate.

#### 4.3.6 Sanctions

In the event of non-compliance with any of the above conditions, the Affiliate may be subject to sanctions such as non-remuneration or even termination of his Affiliate account.

### 4.4 Non-Solicitation

The Affiliate is prohibited from soliciting a client that it has been put in contact by EFFINITY to offer to carry out any service, advertising, or promotion for its benefit, throughout the time during which the Affiliate participates in Campaigns presented by EFFINITY and for a period of 12 months following the date on which the Affiliate ceased to participate in Campaigns of this Client with EFFINITY.

In the event of a breach of this commitment, the Affiliate will be liable for a penalty equal to the amount of commission paid by EFFINITY for the Campaigns of the Client in question during the 12 months preceding the last payment of commissions on behalf of this Client. The amount of the penalty may be withheld from any amount owed by EFFINITY to the Affiliate.

Furthermore, during the entire time the Affiliate participates in Campaigns presented by EFFINITY, if an Affiliate is requested by a Client, the Affiliate undertakes to notify EFFINITY and in the case of a commercial proposal made to said Client, to have proposed to EFFINITY pricing conditions at least equivalent to those proposed to the Client. The Affiliate must systematically notify EFFINITY of contacts and events with Clients.

If the Affiliate performs advertising or promotion services for the benefit of a client with whom it has been put in contact by EFFINITY, without respecting the commitments resulting from the preceding paragraph, the Affiliate will be liable for a penalty equal to the amount of commission paid by EFFINITY for the campaigns of said Client during the 12 months preceding the last payment of commissions on behalf of this Client. The amount of the penalty may be withheld from any amount owed by EFFINITY to the Affiliate.

## **4.5 Personal Data**

### **4.5.1 Affiliation**

It is to be noted 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 Affiliate shall not transfer to EFFINITY any additional data that would allow EFFINITY, directly or indirectly or by cross-checking to identify the users.

EFFINITY and the Affiliate agree not to use this data for any purpose other than to identify and count the events that may generate remuneration to the Affiliates.

#### **4.5.1.1 Status of Parties**

The Affiliate acts as:

- Joint data controller with EFFINITY and the Advertisers/ Clients in which they participate in the Campaign.
- Responsible for data processing regarding its website or any other processing that may be carried out.

The Client acts as:

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

In this context, the Affiliate undertakes to publish on its site(s) participating in a Campaign a link to the outline of these contractual terms and conditions so that the data subject can access them. The link to be published will be the following: <https://www.affiliation.com/rgpd/>.

#### 4.5.1.2 Compliance with regulations

EFFINITY and the Affiliate mutually agree to comply with the regulations in place applicable to the processing of Personal Data. They agree to keep the records required by the GDPR up to date.

#### 4.5.1.3 Information – consent to cookies

The Affiliate or the Client shall inform the tracked users and obtain their consent to the deposit of cookies, in accordance with article 8.1.3 of the Affiliates - Advertisers terms and conditions annexed to this Agreement.

Failure by the Affiliate to comply with the stated provisions may result in its immediate termination from the Campaigns concerned.

#### 4.5.1.4 Personal Rights

EFFINITY and the Affiliate undertake 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.

#### 4.5.1.5 Infractions/ Violations

EFFINITY notifies the Affiliate and vice versa the Affiliate notifies EFFINITY of any breach in personal data by writing. This notification is supplemented by all relevant elements to enable EFFINITY or the CLIENT, if necessary, to notify the supervisory authority of this violation.

#### 4.5.1.6 Data Protection Officer

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

The data protection officers of the Affiliate and EFFINITY will be the point of contact between EFFINITY and the Affiliate on all matters relating to personal data.

### 4.5.2 Effi-ID

Effi-ID is a service that allows the Affiliate to identify the person who has performed a transaction with the Client. It also establishes the commission for the Affiliate by using a reconciliation key. In this case, this service can only be implemented when the person concerned is registered with the Affiliate.

When the Affiliate uses Effi-ID for this purpose, it is required to state it on the Platform and to comply with the provisions of Article 8.2 of the Affiliate – Advertiser terms and conditions annexed this agreement.

### 4.5.3 Container Tag

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



When an Affiliate integrates its script into the Container Tag, they are required to comply with the provisions of Article 8.3 of the Affiliate – Advertiser terms and conditions which are annexed to this agreement.

#### **4.6 Payment conditions**

The Affiliate is remunerated under the conditions set by the Clients that are accessible on the Platform. The type of remuneration as well as its amount are determined by the Client for each of its Campaigns. The conditions of remuneration may change at the decision of the Client, EFFINITY disclaims any liability in this respect. Any change in payment conditions by the Clients will be notified by email to the Affiliate and they will have the option to accept or stop participating in the Client's Campaign when the remuneration conditions are changed.

When the Affiliate is to be compensated for the promotion of the Client's Campaign and the promotion is not carried out under the agreed terms:

- The remuneration of the Affiliate for this promotion is excluded.
- In addition, the Affiliate is liable for a penalty of €75 excluding tax to be paid to EFFINITY.

Using their account on the Platform, EFFINITY gives each Affiliate access to the activity report on the Campaign which tracks the operations carried out with the Client's site via the Affiliate's site and calculates the amount of remuneration due by the Client to the Affiliate.

The registration of the Affiliate and the acceptance of the present agreement constitutes an express acknowledgement by the Affiliate that the registrations made by the EFFINITY software platform resulting in the preparation of the report referred to in the preceding paragraph will be the only method of proof accepted between the parties and will therefore be authentic for the calculation of the commissions due to the Affiliate.

The accounting of traffic and action is limited to one transaction per 24-hour period and per user computer (identification of the computer from which the request originates) for the same Affiliate. It is understood that Internet users who refuse to accept cookies will not be tracked.

In the event of interruption of the tracking by the Client, the Affiliate's remuneration will be calculated on the remuneration due the previous month in proportion to the duration of the interruption.

No remuneration will be paid in case of fraud especially in the generation of artificial traffic to the Client's site that does not correspond to visits by Internet users or following an actual visit to the Affiliate site.

When there is a situation of non-payment of commissions due by the clients to EFFINITY. The payment due to the Affiliates is excluded, whether the non-payment results from the insolvency of the Client or any other cause. The remuneration is only due within the limit of the sums that EFFINITY will have previously collected from the Client on behalf of the Affiliate.

#### **4.7 Terms of Payment**

A consolidation of commissions is carried out by EFFINITY on the 10th of each month based on the commissions paid by the Clients to EFFINITY the previous month.

As soon as the cumulative amount of commission collected on behalf of the Affiliate and collected by EFFINITY exceeds a minimum amount of €75, EFFINITY will generate an invoice request. If the amount due is less than this minimum amount, the payment is deferred until the sum of €75 is reached.

Any penalty due by the Affiliate hereunder shall be deducted from the sums to be repaid to the Affiliate.

The Affiliate must validate this invoice request on its interface.

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

Payments will be made as follows:

- For a validation between the 1st and the 15th of the month, the payment of the invoice call will be made by EFFINITY to the Affiliate between the 16th and the 18th of the month.
- For a validation between the 16th and the end of the month, the payment of the call for invoices will be made between 1st and the 3rd of the following month.

If the Affiliate does not validate the call for invoices before 30 September of the year following the date of the request for invoices, the right to commission will be null and void and the sums collected by EFFINITY will be permanently acquired.

It is important to note that EFFINITY assumes no responsibility for the non-payment of commissions due from the Clients to Affiliates, whether the non-payment results from the insolvency of the client or any other cause. Consequently, EFFINITY only pays the Affiliate the sums it has previously collected from the Clients on behalf of the Affiliate. If EFFINITY is obliged to incur charges for the recovery of the sums due by the Clients, the amount due to the Affiliate will be deducted by the cost of charges incurred. This is an essential condition of this agreement without which EFFINITY would not have entered into this agreement.

For Affiliates located outside the European Union, the payment of commissions is made via the Payoneer solution. The Affiliate located outside the European Union accepts this and undertakes to create an account on the Payoneer solution to receive its payments.

## **5 EFFINITY AUDIENCE**

Article 5 applies to Partners who participate in Audience Measurement Programs.

EFFINITY offers Partners access to Audience Measurement Programs whose conditions are defined by Clients and posted on the Platform.

The purpose of article 5 is to define the terms of the mandate given by the Partners to EFFINITY in this context.

The relationship between clients and partners who participate in its Audience Measurement Program is governed by the Partner - Client terms and conditions which are annexed to this Agreement and which the Partner acknowledges to have taken into consideration.

### **5.1 Application for Audience Measurement Programs**

Once the Partner has registered with the Platform, they may request to participate in Audience Measurement Programs.

The Partner freely decides whether to apply for the various Campaigns proposed by taking note of their characteristics, features, and policies on the Platform.

The mandate given by the Partner to EFFINITY in the context of each Audience Measurement Program will take effect after acceptance of the Partner by the Client. Refusal to accept a Partner in an Audience Measurement Program is discretionary and does not have to be justified.

The Links and Communications relating to an Audience Measurement Program are accessible on the Platform.

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

In this context, EFFINITY determines and ensures the collection of the remuneration due to the Partners by the Client in return for participation in the latter's Audience Measurement Program.

## **5.2 Obligations of the partner**

Following confirmation of a Partner's application in an Audience Measurement Program, the Partner will have access to the Links and / or Communications to be placed on the pages of the site (s) or service (s) registered in the Audience Measurement Program.

These Links / Promotional Tools must not be modified or inserted on a site or service other than the one for which the Partner participates in the Audience Measurement Program, otherwise no remuneration will be paid to the Partner. They will be responsible for this action and guarantee EFFINITY of any recourse from the Client or a third party.

The Partner is also prohibited from using fraudulent referencing techniques such as “blackhat” methods or using third-party brands to improve the ranking of its website in search engines.

The type of Communications authorized for the Partner are set by the Client and accessible on the Platform. The use of any type of communication by the partner that is not authorized by the CLIENT:

- Will not give rise to payment for the Partner, and,
- May result in the immediate termination of the Partner from the specific Audience Measurement Program or from all Audience Measurement Programs in which they participate upon decision of EFFINITY.

In the event of the Partner's termination from an Audience Measurement Program or if in accordance with the Partner – Advertiser terms and conditions annexed to this Agreement, the Client terminates an Audience Measurement Program in which the Partner participates or the Partner's participation in an Audience Measurement Program or if the Partner terminates its participation in an Audience Measurement Program, the Partner undertakes to delete all of the Client's Links and Communications that appear on its site or services within a 7-day notice period and at the latest by the end of the given period or without delay in the event of exclusion.

However, if Client Links / Communications remain on the Partner's site at the end of this notice, they will automatically redirect:

- To the home page of the Partner's website, if the latter has entered this option on the Platform.
- Otherwise, to the website of a non-profit organization of EFFINITY's choice

The Partner has access on its interface to statistical data for the sole purpose of the proper functioning of the EFFINITY AUDIENCE tool. In this context, the Partner may only access this data to ensure the proper technical functioning of its participation in the Audience Measurement Program. It is prohibited to use these statistics for other purposes or to transmit them to any third party. They also undertake not to keep these statistics for more than 25 months.

### 5.3 Partner Payment Terms

The Partner is remunerated under the conditions set by the Clients that are accessible on the Platform. The type of remuneration as well as its amount are determined by the Client for each of its Audience Measurement Programs. The conditions of remuneration may change at the decision of the Client, EFFINITY disclaims any liability in this respect. Any change in payment conditions by the Clients will be notified by email to the Partner who will have the option to stop participating in the Audience Measurement Program of the Client when the payment conditions are changed.

Using their account on the Platform EFFINITY gives the Partner access to the details of the calculation of the remuneration due by the Client to the Partner.

Where applicable, the recordings of the EFFINITY software platform are authentic between EFFINITY, the CLIENT and the Partners in determining the remuneration of the latter.

Any remuneration is excluded in the event of fraud.

When there is a situation of non-payment of commissions due by the clients to EFFINITY. The payment due to the Partner is excluded, whether the non-payment results from the insolvency of the Client or any other cause. The remuneration is only due within the limit of the sums that EFFINITY will have previously collected from the Client on behalf of the Partner.

### 5.4 Partner Payment Terms

A consolidation of commissions is carried out by EFFINITY on the 10th of each month based on the commissions paid by the Clients to EFFINITY the previous month.

As soon as the cumulative amount of commission collected on behalf of the Partner and collected by EFFINITY exceeds a minimum amount of €75, EFFINITY will generate an invoice request. If the amount due is less than this minimum amount, the payment is deferred until the sum of €75 is reached.

The Partner must validate this invoice request on its interface.

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

Payments will be made as follows:

- For a validation between the 1st and the 15th of the month, the payment of the invoice call will be made by EFFINITY to the Affiliate between the 16th and the 18th of the month.
- For a validation between the 16th and the end of the month, the payment of the call for invoices will be made between the 1st and the 3rd of the following month.

If the Partner does not validate the call for invoices before 30 September of the year following the date of the request for invoices, the right to commission will be null and void and the sums collected by EFFINITY will be permanently acquired.

It is important to note that EFFINITY assumes no responsibility for the non-payment of commissions due from the Clients to Partners, whether the non-payment results from the insolvency of the client or any other cause. Consequently, EFFINITY only pays the Partner the sums it has previously collected from the Clients on behalf of the Partner. If EFFINITY is obliged to incur charges for the recovery of the sums due by the Clients, the amount due to the Affiliate will be deducted by the cost of charges.

incurred. This is an essential condition of this agreement without which EFFINITY would not have entered into this agreement.

For Partners located outside the European Union, the payment of commissions is made via the Payoneer solution. Partners located outside the European Union accept this and undertake to create an account on the Payoneer solution to receive its payments.

## **6 EFFINITY INFLUENCER**

Article 6 applies to Influencers who participate in Influencer marketing campaigns.

The relationship between Advertisers and Influencers participating in their Influencer marketing Campaign is regulated by the Influencer - Advertiser terms and conditions which is annexed to this Agreement and which the Influencer acknowledges to have taken into consideration.

### **6.1 Influencer marketing Campaign**

The Influencer may participate in Influence marketing Campaigns:

- Upon request if the Influence Campaign is published on the Platform, or
- Upon proposal by EFFINITY.

In this context, the Influencer has access to the Note. The Note is authentic to determine the framework of the Influence marketing Campaign.

The Influencer's participation in the Influence Marketing Campaign is validated through exchange of email(s) with EFFINITY including:

- The number and type of content(s) that the Influencer agrees to create.
- The date (s) or period (s) on which such Publications will be published.
- If applicable, any other service expected of the Influencer such as attendance at an event.
- The Influencer's remuneration for their participation in the Influencer Marketing Campaign

The parties have agreed that these exchanges of emails constitute proof of the conditions of the Influencer's participation in the Influencer Marketing Campaigns.

When the Influencer participates in an Influencer Campaign, they necessarily and automatically participate in:

- A Client's Program as an Affiliate, under the conditions of Article 4 hereof, with or without remuneration.
- A Client Audience Measurement Program

In this context, the Influencer is required to insert a Link provided by EFFINITY in all its contents relating to the Influencer Marketing Campaign, to the exclusion of any other.

### **6.2 Influencer Obligations**

#### **6.2.1 Produce and publish the agreed contents.**

The Influencer undertakes to carry out the agreed Publications.

In this context, the Influencer undertakes to:

- Respect the framework defined by the Note.
- Notify EFFINITY before each Publication and validate each Publication.
- Make any adjustments requested by EFFINITY for its Publications.

- Not to denigrate the Client, the product / service or the brand that is the purpose of the Influencer marketing Campaign
- Delete the Content from their site and / or account on a social network at the request of EFFINITY.

#### 6.2.2 Transparency

For all its Publications, the Influencer undertakes to respect:

- The recommendations of the French professional advertising regulatory authority (ARPP) regarding digital advertising communication on influencer communications. A link to these rules is available on the Platform.
- The provisions of Law No. 94-665 of 4 August 1994 on the use of the French language.
- The provisions of the law on digital trust.
- The provisions of the Consumer Code on misleading advertising.

In this context, it undertakes more specifically to:

- Clearly identify the Client and the business or advertising nature of the Publication.
- Indicate the commercial collaboration with the Client explicitly and instantaneously for each Publication.
- If applicable, use the "business partnership" option or equivalent when this option is available on the social network on which the Influencer publishes a Post.
- Create the contents in French or in case of a foreign language make a translation in French.

#### 6.2.3 Cooperation

The Influencer undertakes to transmit to EFFINITY:

- All publications
- All the elements of measurement that the Influencer has on each of the Publications (number of "likes", number of comments, number of impressions, number of views...)

#### 6.2.4 Good faith

The Influencer is prohibited from using techniques of (i) fraudulent referencing, (ii) fraudulent recruitment of followers (iii) purchase of "like" or "likes" or from using third-party brands to improve the referencing of its website in search engines.

Otherwise, no payment will be due.

### 6.3 Duration of the Influence Campaign

The duration of the Influence Campaign is agreed by email exchanges between EFFINITY and the Influencer in accordance with article 6.1 in this agreement.

Client may terminate an Influencer's participation in its Influence Campaign in accordance with the provisions of the Influencer – Advertiser terms and conditions.

### 6.4 Non-Solicitation of Clients

The Influencer shall refrain from soliciting a client to offer any service / advertising / promotion for their benefit:

- Whose Influence Marketing Campaign the Influencer has participated in for a period of twelve months following the last Publication on the Influence Campaign.

- Whose Influence Campaign is published on the Platform for a period of six months following the end of the publication of the Influence Campaign on the Platform.
- Whose participation in the Influence Campaign has been proposed by EFFINITY for a period of six months following this proposal.

The Influencer will owe EFFINITY a penalty equal to €500 per breach of one of these commitments. The amount of the penalty may be withheld from any amount owed by EFFINITY to the Influencer.

## **6.5 Terms of compensation for the Influencer**

The Influencer's remuneration may take various alternative or cumulative forms set out below.

Except for endowments, EFFINITY acts as the CLIENT's paying agent for the remuneration of Influencers.

It is important to note that EFFINITY assumes no responsibility for the non-payment of commissions due from the Clients to Influencers, whether the non-payment results from the insolvency of the client or any other cause. Accordingly, EFFINITY will only pay the Influencers the amounts it has previously collected from Clients on behalf of the Influencers. If EFFINITY is obliged to incur charges for the recovery of the sums due by the Clients, the amount due to the Influencer will be deducted by the cost of the charges incurred. This is an essential condition of this agreement without which EFFINITY would not have entered into this agreement.

For Influencers located outside the European Union, the payment of commissions is made via the Payoneer solution. Influencers located outside the European Union accept this and undertake to create an account on the Payoneer solution to receive its payments.

### **6.5.1 Fixed remuneration**

The Influencer's remuneration may be fixed.

### **6.5.2 Endowments**

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 shall take note of the choice of Influencers and their contact details to send the endowment
- EFFINITY transfers the information to the Client for the sole purpose of sending the endowments to the Influencers.

If the endowment consists of a discount voucher or a purchase voucher, EFFINITY is responsible for transmitting it to the influencer. The Influencer undertakes to inform EFFINITY whether they have used the voucher.

### **6.5.3 Miscellaneous**

The Influencer may receive remuneration:

- As an Affiliate in the context of its participation in the Client's Campaign, under the conditions of Article 4
- As a Partner for participating in the Client's Audience Measurement Program, as described in Article 5

## **7 TAX STATUS OF THE AFFILIATE / PARTNER / INFLUENCER**

The Affiliate / Partner / Influencer undertakes to comply with the social and tax regulations applicable to the remuneration by the Client.

If the activity of the Affiliate / Partner / Influencer is regular and can be qualified as professional activity within the meaning of tax regulations, the sums due to the Affiliate/ Partner / Influencer will be paid upon presentation of invoices with or without VAT and upon presentation of a registered company number. The invoice must include all the information provided for by the regulations.

Beyond €500 per year and per Affiliate/ Partner / Influencer, EFFINITY reserves the right to get an invoice with a company registration number before making any payment.

**WARNING:** Individuals are requested to seek legal and tax advice to determine their obligations regarding each particular situation.

## **8 CONFIDENTIALITY**

During the duration of the contract, the parties agree to consider 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 as confidential.

EFFINITY and the Affiliate / Partner / Influencer undertake 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 or conventional origin and receive the necessary training in the protection of personal data.

## **9 DURATION AND TERMINATION**

### **9.1 Duration**

This Agreement is entered into for an indefinite term.

It ends automatically if the Affiliate / Partner / Influencer ceases to participate in any Campaign or Audience Measurement Program or Influence Campaign for more than 1 year. The amount collected by EFFINITY is then returned to the Affiliate/ Partner / Influencer unless the sum is less than €75 in which case, they remain acquired by EFFINITY as compensation.

### **9.2 Termination for Convenience**

The contract may also be terminated at any time by EFFINITY within a notice of 30 days after which EFFINITY will not have any obligation towards the Affiliate / Partner / Influencer.

### **9.3 Termination for misconduct**

Each party may terminate the contract without notice in case of breach by the other party of its obligations by sending a registered letter with acknowledgement of receipt. There is no remedy to this breach after 8 days of the presentation of a formal notice sent by registered letter with an acknowledgment of reception.

In the event of fraud, use of Promotional Tools or unauthorized Communications, termination may be immediate.

## **10 INTELLECTUAL PROPERTY**



The Affiliate / Partner / Influencer may not use the name or trademark of EFFINITY for commercial or promotional purposes, and if it concerns the marketing and promotion of similar or competing services.

It is expressly agreed that this agreement does not confer any rights on the Affiliate/ Partner / Influencer over the Campaigns, Audience Measurement Programs and Influence Campaigns and the data contained on the EFFINITY website which remain the exclusive property of their authors.

The Affiliate / Partner / Influencer is informed that EFFINITY may conduct traffic analysis of the site of the Affiliate / Partner / Influencer.

## **11 LIABILITY**

The Affiliate / Partner / Influencer is liable and guarantees EFFINITY of the consequences of any claims by a third party or a Client for any reason whatsoever, including:

- Due to the content of its site, blog, account on a social network, service
- In case of non-compliance with any provision of this agreement or the Affiliate – Advertiser Terms, the Partner – Client terms or the Influencer - Advertiser terms annexed to this agreement.
- In case of non-compliance with the terms of the GDPR or more generally with any applicable regulation on cookies, trackers, and electronic communications and / or recommendations of the CNIL.
- In the event of infringement by an Influencer of a third party's intellectual property right in connection with a Publication.
- In the event of non-compliance with the framework set by the Note or EFFINITY's instructions on a Publication.

The definition, posting and operation of the Campaigns, Audience Measurement Programs and Client Influence Campaigns, as well as any modifications or interruptions, remain the sole responsibility of the latter.

## **12 APPLICABLE LAW AND JURISDICTION CLAUSES**

This contract 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 jurisdictions of the PARIS Commercial Court, notwithstanding multiple defendants or guarantee appeals, even for emergency or protective proceedings, in summary proceedings or by petition.

## 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.

### 2. 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.

### 3. 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

### 4. 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.

## **5. 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

## **6. 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.

## **7. 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: [effilie@effiliation.com](mailto: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.

## **8. 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.

### **2. Compliance with regulations**

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

### **3. 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

**4. 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.

**5. 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.

**2. 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

## 2. Personal data processed

- Username
- Purchase or action data (lead).

## 3. 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.

## 4. 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.

## 3. 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

## 2. Process Duration

During the term of this contract.

## 3. 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.).

## 4. Categories of people involved

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

## 5. 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.

### 2. *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.

### 3. *Relationship between Advertiser and Affiliate*

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

## 6. 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.

### 2. *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.

7. 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 article 8.3.1.
- 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.

8. 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.

2. *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.

9. 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.

10. 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.

11. Destination of data at the end of the contract

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

12. 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.

2. *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.

3. *Affiliate's right to information*

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

13. 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.

**4. 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 repellant 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 repellant 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 repellant 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 repellant 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

**9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

## **2. 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.

## **3. 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

## **4. 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.

## **5. 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

## **6. 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

## **7. 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: [effilie@effiliation.com](mailto: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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **16. 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.

### 2. 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.

### 3. 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.

### 4. 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.

## **5. 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.

## **6. 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

## **7. 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.

#### **8. 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.

#### **9. 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.