



TERMS OF SERVICE OF THE ADTHINK ADVERTISING CENTRE 2022 ("Publishers")

Preamble

The purpose of these Terms of Service (ToS) is to determine the rights and duties of the Company Adthink, located at 79 rue François Mermet, 69160 Tassin la Demi Lune, registered with the Lyon Trade and Companies Register under number 437 733 769 (hereinafter referred to as "Adthink"), which publishes, hosts and makes available the ADACCESS platform.

The ADACCESS platform is a marketplace designed to put publishers and advertising agencies in contact with buyers of advertising space (advertisers, agencies, advertising agencies), based on the principle of auctions, all on a network of sites registered on the platform and the Adthink network. ADACCESS enables Advertisers to reach their conversion cost objectives thanks to automatic management of their bids and Publishers to optimise the management of their advertising space.

The Publisher declares that it has the legal capacity to enter into a contractual agreement.

Registration with the Adthink network and the creation of an ADACCESS account by a "Publisher" with Adthink implies full and complete acceptance of these General Terms of Use, commercial conditions, and current rates. Any website owner using Adthink's services is deemed to have fully accepted these Terms of Use by using the ADACCESS platform.

The present general terms and conditions apply without distinction to all the commercial entities and to the price lists and services of the Adthink network. In the event of contradiction between the present GTC and any other document, the latter shall prevail. Adthink reserves the right to modify the General Terms of Use at any time.

Adthink will notify the Publisher by e-mail or by means of a message on the Publisher's account.

Article 1 - Definitions

In the context of this contract, the following words and expressions shall have the meaning given to them by the definitions set out below:

"Advertiser(s)": means any natural or legal person (commercial or civil company, association or public institution, etc.) who registers on the ADACCESS platform in order to broadcast campaigns and/or on whose behalf the Campaigns are made and broadcast.

"Campaign": an advertising campaign is a coherent set of advertising actions undertaken over a period of time to promote a product or service on Advertising Spaces.

"Account" or "ADACCESS account": refers to the name of the Advertiser's account on ADACCESS, an exclusively private space located on the platform, which Adthink provides to the Advertiser so that it can manage all of its advertising campaigns and billing amounts.

"Publisher": means any natural or legal person, in particular with regard to Law 86-1067 of 30 September 1986 and the laws amending it, who has subscribed or may subscribe to the Adthink network, by means of the registration form, in order to market all or part of the advertising space of the site(s) it publishes.

"Location/Advertising Space": means a part, page, type of page, space or format of the site of a Publisher partner of the Adthink Network intended for the dissemination of Advertising Campaigns of an Advertiser.

"Impression" means the display of an advertisement on an advertising space on a website.

"Internet user": A natural or legal person connected to the Internet and using it to carry out operations such as consulting sites or purchasing services or products online.

"Lead" means a set of personal data specified in the Special Conditions and relating to a natural or legal person.

"Agent": means the intermediary who acquires advertising space, under a mandate, on behalf of an Advertiser (the Principal).

"ADACCESS Platform": software designed by Adthink, enabling the Advertiser to set up, monitor and manage its advertising campaigns on the network of websites whose advertising space is managed in whole or in part by Adthink.

"Adthink Network": refers to all websites operated by third party publishers who have entrusted all or part of the marketing of their advertising space to Adthink, and on which the Advertiser's Campaign is likely to be broadcast.

"Site Under": an advertiser's page, which is displayed below a visited page of a supporting site or in a new browser tab.

Article 2 - Purpose

The purpose of this contract is to define the terms and conditions of the contractual relationship between the Publisher and Adthink. The terms and conditions under which the Publisher has free access to the Adthink network and may market its advertising space to Advertisers, agencies and advertising sales companies wishing to set up Campaigns on the Adthink network sites.

This contract thus defines the technical, commercial and legal terms and conditions involved in the Publisher's participation in the Adthink network and the use of the ADACCESS platform by the Publisher.

Article 3 - Duration of the contract

This contract shall come into force after acceptance of the Publisher by ADTHINK and of these General Conditions by the Publisher, for a period of 12 months. The contract will be tacitly renewed each year but each Party will be free to terminate it on the anniversary date of its creation by giving three (3) months' notice to the other Party by registered letter with acknowledgement of receipt or any equivalent means of transmission.

Article 4 - Condition of Admission of Publishers to the Adthink Network

To become a Publisher of the Adthink network, the Publisher must first fill in the Publisher registration form available online at <http://adaccess.fr> and accept these General Terms and Conditions by ticking the box "I acknowledge that I have read the Adthink GTCs and I accept them in full".

Adthink reserves the right to reject any registration request or to cancel a registration after the fact without having to justify its rejection. This will include, but is not limited to, the following sites

- whose content could damage the image and reputation of Adthink;
- not in conformity with the law and regulations in force as well as with the rights of third parties and in particular with intellectual property rights;
- containing racist or defamatory statements or ideas or which would incite to any form of discrimination;
- content of a pornographic nature or of a nature to undermine public order and morality;
- containing links to other sites such as those listed above;
- practising forced clicking or click-baiting;
- whose legal form, legal representative and address are not clearly identified.

The Publisher undertakes not to make available to the public any hypertext links on the pages of its website that directly or indirectly refer to pages that do not comply with the law and regulations in force and the rights of third parties.

Any natural person (individual) or legal entity (company, association, etc.) who owns a website intended for the public may apply to become a publisher of the Adthink network, provided that they respect the distinction between natural persons and legal entities in their tax declaration.

In any event, Adthink alone has the discretionary power to judge the suitability of a Publisher's website with the requirements set out in these General Terms of Use.

After acceptance of the Publisher site by Adthink, the Publisher will receive an e-mail reminding him of his login and password, entered at the time of registration, which will enable him to access his Publisher account. The Publisher shall ensure the confidentiality of its access and shall be solely responsible for any use that may be made thereof in the event of loss, theft or use by a third party. In the event of loss or theft of its access codes, the Publisher must inform Adthink without delay.

Article 5 - Warranties provided by the Publisher

5.1 - The Publisher assures that it is a professional publisher, acknowledges and accepts the legal consequences of its status as a publisher, in particular with regard to Law 86-1067 of 30 September 1986 and the laws amending it, and declares that it assumes sole editorial responsibility for the services it offers to users, and that it is fully aware of all the legal provisions applicable to its activity

It undertakes to respect these various legal provisions and in particular :

- Respect for the person and human dignity,
- Personality rights (the right to an image and the right to privacy),
- Intellectual property rights, (trademark law, copyright and related rights),
- The rights of persons and property.

He/she guarantees that he/she has all the necessary authorisations to carry out his/her activity and to register his/her site on the ADACCESS platform.

5.2 - The Publisher declares that it has received from Adthink all the information relating to the functions and use of the ADACCESS platform, to all the services offered by Adthink, and to the terms and conditions of invoicing.

5.3 - The Publisher guarantees the accuracy of its declarations in this contract. In the event that the data provided by the Publisher at the time of registration changes, the Publisher undertakes to amend these data accordingly and without delay.

5.4 - The Publisher declares and guarantees that it holds all the rights necessary for the distribution of the content of its site(s) on the Internet. Should this declaration prove to be false, Adthink may terminate this agreement without notice and hold the Publisher legally responsible for any damage caused.

5.5 - The Publisher undertakes, in accordance with the law, to make the following information available to the public on its website: its company name, its registered office, the name of the publication director and the address and contact details of the website host.

5.6 - The Publisher acknowledges that Adthink shall not be liable for any direct or indirect damage suffered by users, Clients or visitors to the Publisher's sites or services or by third parties, which may arise from the said commercial relations between such persons and the Publisher. Consequently, the Publisher undertakes to indemnify Adthink against all judgments and judicial and extrajudicial costs which the latter may incur as a result of recourse by third parties on any of the above grounds.

Article 6 - Registration to the ADACCESS platform

The use of the ADACCESS platform requires prior registration with the Publisher.

Upon registration, an ADACCESS account is created.

In order to register, the Publisher must:

- Be a legal or natural person.
- Be over 18 years old.
- Have a bank account.
- Fill in the registration form with complete and accurate data.

If Adthink validates the creation of the account, the Publisher will receive confirmation by e-mail. Adthink reserves the right to refuse the creation of the account or to delete it a posteriori and in a discretionary manner, in particular but not exclusively in any of the following cases

- In the event that the site(s) propose(s) content that is detrimental to Adthink's image and/or commercial policy.
- In the case of site(s) not complying with the applicable legislation.
- In the event of incomplete or erroneous registration forms.

In the event of a refusal to create an account, the data transmitted with the registration form will be immediately destroyed.

In addition, Adthink reserves the right at any time to verify the identity of the Publisher or the accuracy of the information provided by the Publisher upon registration.

In the event of an incomplete or erroneous declaration, the account may be closed, ipso jure, without prior notice or formality, and the Publisher agrees to indemnify Adthink for any consequences that may arise from such a declaration.

Once the account has been validated, the Publisher has a dedicated interface allowing him to directly manage the features offered by the platform.

Article 7 - Implementation and Dissemination of Campaigns

In order to use the ADACCESS platform, the Publisher must install a broadcasting script, provided by Adthink, on each location devoted to hosting advertising on its website. The installation of this script is done by the Publisher on the sites of its choice and under its sole and entire responsibility.

The Publisher undertakes not to multiply the broadcast scripts on the same page of its website. The Publisher undertakes, at the end of its contractual relationship with Adthink, for whatever reason, to proceed without delay and under its sole responsibility to remove the broadcasting scripts installed.

Article 8 - Obligations of the publisher

8.1 - In order to enable the performance of the services, which are the subject of this contract, the Publisher undertakes to provide Adthink with all the information and elements necessary for the implementation, on the Publisher's site, of the advertising campaigns offered to it on the platform.

8.2 - The Publisher undertakes to place advertisements in a visible part of its website without scrolling. In addition, the Publisher undertakes not to place these advertisements on pages where only or mainly advertising messages appear.

8.3 - A Publisher account identifies a single site. A Publisher wishing to advertise on several sites (different domain names) must open as many accounts as it has sites. However, the Publisher may centralise the billing for all these accounts into a single account called the "master account" in order to have a single payment each month.

8.4 - The Publisher may not, without Adthink's prior consent, install a broadcast script supplied by Adthink on a site or medium that has not been validated by Adthink, even if it is an annex to the main site or medium.

8.5 - The installation on its site of the scripts required to display advertisements is at the Publisher's expense. The Publisher undertakes not to modify or alter the scripts made available to it by Adthink without its prior authorisation.

8.6 - The Publisher may remove scripts from its pages at any time. It may also join other advertising networks without prior notice to Adthink.

8.7 - The Publisher undertakes to inform Adthink without delay of any significant changes to the appearance or content of its site. A change in the name of the site referred to in the preamble, as well as a change in its location, size, purpose or frequency of updating, shall in no case result in the automatic termination of this agreement, which shall continue to apply to the modified site, unless Adthink decides otherwise.

8.8 - The Publisher declares and guarantees to Adthink that it has carried out, or will carry out if necessary, at its own expense and under its sole responsibility, all the administrative procedures concerning it (URSAFF, tax services, etc.) and necessary for its participation in the Adthink network. The Adthink company may not be held liable in this respect by any third party whatsoever.

8.9 - The Publisher, as director of the publication of its Site, is solely responsible for its editorial content. Consequently, he/she guarantees the company Adthink against any legal action and undertakes to bear any claim.

8.10 - The Publisher declares that it complies with the provisions of the French Data Protection Act of 6 January 1978 for the operation of the site referred to in the preamble. It undertakes to indicate on the home page of the said site that it complies with this law relating to information technology, files and freedoms.

8.11 - Throughout the duration of the contract and for three (3) years following the end of the contract, regardless of the length of the contract.

the cause, the Publisher shall not develop a solution competing with ADACCESS personally, through a structure in which it participates, owns or controls. The partner must promptly inform ADACCESS of any link, such as an employment contract, with a structure that offers a competing solution, as soon as such a link appears.

8.12 - Exclusivity

The Publisher authorises ADTHINK on an exclusive basis to associate Campaigns broadcast on its Advertising Space. The Publisher undertakes not to obstruct the viewing of the Campaigns. Unless specifically agreed otherwise, the Publisher undertakes not to market itself or through other service providers the Advertising Spaces available on its sites which are used by ADTHINK and/or benefit from its services within the framework of the present contract.

Article 9 - Fraud provisions

Any breach by the Publisher of any of its obligations under these TOS (in particular those mentioned in Article 8), as well as the actions listed below, shall be considered as fraudulent acts which shall automatically and without prior notice result in the exclusion of the Publisher and all its sites from the network, the immediate cutting off of its access to the ADACCESS platform, and the termination of its contract without prior notice and by operation of law, and this without any compensation being claimed from Adthink. In addition, Adthink reserves the right to bring civil or criminal proceedings against the Publisher and, if necessary, to demand reimbursement of all or part of the sums unduly paid to the Publisher as well as compensation for any damage caused.

Fraud may be constituted in the following cases:

- All processes that have the purpose or effect of artificially generating an increase in activity or returns from approved sites.
- All manoeuvres consisting in obliging an Internet user to click on an advertising message to access any element of the site or to validate an entry. Similarly, any manoeuvre designed to encourage Internet users to click on banners.
- Any manoeuvre consisting in automatically generating elements giving rise to remuneration (clicks, double-clicks, e-mail address, etc.).
- Any canvassing outside the Publisher's website by sending unsolicited e-mails, posting messages in forums, chat rooms or by any other means.
- Registration by the Publisher on the ADACCESS platform of a site that does not belong to it.
- The placement of more than one Site Under broadcast script on a single page.
- Multiple placement of the same broadcast script on the same page.

In addition, if Adthink were to discover, through its monitoring tools or by any other means, a fraud not yet listed, it would itself draw the consequences and could freely decide to exclude the Publisher under the conditions listed above.

Article 10 - Tariffs and remuneration elements

The advertising rates for a campaign are based on the auction principle for all Advertisers buying in self-service on the ADACCESS platform from 0.01 euro per click and 0.10 euro per CPM.

ADACCESS offers the Advertiser various non-cumulative remuneration options for the purchase of Campaigns. The Publisher's website is therefore monetised according to the different types of remuneration chosen by the Advertiser.

A distinction is made between

COST PER ACQUISITION ("CPA"): Price to be paid to Adthink for each action of a user on the Advertiser's site, previously defined between Adthink and the Advertiser (in particular: a purchase, a registration on a form (or "Lead"), an order, an appointment, a visit to one or more particular pages of the site (product sheets for example), a request for a quote), following the broadcast of a Campaign.

COST PER CLICK ("CPC"): Price that the Advertiser must effectively pay to Adthink for each click of an Internet user on an Advertising Space.

COST PER THOUSAND IMPRESSIONS ("CPM"): Price that the Advertiser must pay to Adthink for every thousand (1000) Impressions on the Adthink network.

Article 11 - Committees

11.1 The Publisher receives a fee, also known as the "Publisher's Fee", for its participation in Advertisers' Campaigns. The methods of remuneration and the amounts are determined by the Advertisers for each Campaign.

11.2 The Publisher will receive between 50% and 85% of the net amount invoiced to advertisers according to various criteria (type of campaign, audience volume, etc.).

11.3 The amount of commissions is calculated on the basis of statistics collected by the ADACCESS platform, which is Adthink's proprietary software. This ADACCESS software is the sole source of data that is deemed authentic between the parties. The Publisher acknowledges the reliability of this software, which will be the authentic source in the event of a dispute, for the accounting of all elements (impressions, page views, unique visitors, commissions, etc.) of any nature whatsoever.

The calculation of CPM ("cost per thousand impressions") commissions is updated several times a day. CPC ("cost per click") and CPA ("cost per acquisition") commissions are consolidated over a minimum of 24 hours. Commissions are therefore likely to vary at any time depending on the type of Advertiser's remuneration.

Commissions will be calculated on the basis of statistics collected via Adthink's tools, which are the sole source of data that is deemed authentic between the Parties. The Publisher will be able to access its data in the management interface of its account. In the case of lead-based Campaigns (forms, sales, etc.), the data entitling the Publisher to payment may require prior validation by the Advertiser. In the event of a discrepancy between Adthink's data and the Advertiser's data, Adthink will make its best efforts to resolve the dispute with the Advertiser and will transmit the agreed figures to the Publisher as soon as possible.

Article 12 - Terms of payment

The Publisher may at any time consult an estimate of its remuneration for the current month in its Account area.

ADTHINK will calculate the Publisher's remuneration by aggregating the amounts of commissions due for its participation in the Advertisers' Campaigns. For this purpose ADTHINK is dependent on the receipt of the periodic final accounts of the advertisers to whom the Advertising Space has been marketed. Within

thirty days of the expiry of each calendar month, the Publisher may view the final account of the Publisher's remuneration known for that month.

This final amount shall be deemed to be approved and accepted definitively by the Publisher if it does not contest it by sending a message to ADTHINK, the receipt of which the Publisher shall ensure, within fifteen (15) days of its publication online. Only this document will be deemed authentic for billing purposes, to the exclusion of any estimate previously viewed on the Publisher's Account.

For the purpose of payment, the Publisher authorises Adthink to issue an invoice on behalf of the Publisher for the amounts of the outpayments due to the Publisher.

A proposal for a monthly invoice for the amount of commissions in accordance with the regulations in force, particularly with regard to whether or not it is subject to VAT, will be generated and available for download in HTML and PDF format in the Publisher's account.

The Publisher shall then verify the accuracy of the invoice (name, VAT, address, rib....) before the 11th of each month. Once the invoice proposal has been validated, it will be automatically validated by Adthink and a final invoice call will be generated and available for download in HTML and PDF format in the Publisher's account.

The Publisher shall print this invoice on paper and shall keep at least one copy.

If the Publisher forgets to validate during the period indicated, the total amount of the invoice proposal will be provisioned at the next lower rate.

The accumulated amount will be offered with the monthly details for further validation by the Publisher for a maximum period of 12 months.

The sums owed by Adthink do not bear interest.

Adthink shall pay the Publisher within sixty (60) days from the date of issue of the invoice, when the payment threshold of 100 (one hundred) Euros excluding VAT is reached. For Publishers outside the SEPA zone, Adthink will pay the Publisher within sixty (60) days from the issue of the invoice, when the payment threshold of 300 (three hundred) Euros before tax or more is reached.

The Publisher shall be paid by bank transfer to the bank account details provided by the Publisher. The Publisher is responsible for the accuracy and validity of its bank details.

No payment shall be made to a person (whether legal or natural) other than the Publisher. For this reason, payments may only be made to a bank account bearing the same name as the Publisher and ADTHINK may, on its own initiative or at the request of its banking partner, request all the information and proof required by the applicable legislation both at ADTHINK's registered office and at the place where the Publisher is domiciled and/or its bank account.

However, if the aggregate amount of commissions due to the Publisher for a given month is less than 100 (one hundred) Euros excluding VAT or less than 300 (three hundred) Euros excluding VAT outside the SEPA zone, no remuneration may be charged by the Publisher for that month and this amount will be added to the remuneration due for the activity for the following calendar month until the amount due to the Publisher is equal to 100 (one hundred) Euros excluding VAT or is equal to 300 (three hundred) Euros excluding VAT outside the SEPA zone. If the amount of commissions due to the Publisher for a month is less than 1 (one) Euro excluding VAT, no remuneration can be booked in favour of the Publisher for that month. Beyond 12 months without an express request for payment from the Publisher, any balance prior to this limit will not be remunerated by Adthink.

The Publisher acknowledges that Adthink does not act as a del credere and discharges Adthink from any liability in the event of non-payment by an Advertiser.

Article 13 - Tax regime and declaration

Depending on its status and the manner in which it exercises its profession, the Publisher may be subject to the obligation in its country of exercise to incorporate a legal structure defined by the laws in force in that country. The Publisher undertakes to ensure that it complies with the laws applicable to it in this respect and to conduct its business in accordance with such legal requirements.

The Publisher also undertakes to declare to the tax authorities, or where applicable, any competent authority, any income received in the course of its activity. In no event shall Adthink be held liable for the Publisher's failure to declare income.

With regard to VAT, the Publisher is solely responsible for its invoicing and declaration obligations. The Publisher must therefore, where it is liable for VAT, declare the tax collected at the time it becomes payable to the competent authority without delay. The Publisher undertakes to provide Adthink with all information required to determine the VAT regime applicable to its status. The Publisher is responsible for the relevance and accuracy of the information provided to Adthink. For any invoicing that proves to be erroneous due to incorrect information provided by the Publisher, the latter shall remain liable for VAT. Under no circumstances shall Adthink be held responsible for the Publisher's failure to declare VAT. The Publisher shall in all circumstances be expressly liable for any dispute resulting from a failure to declare VAT to the competent authority.

Article 14 - Liability

Editorial Responsibility

The Publisher is solely responsible for the content, products or services it offers on its website. Adthink shall not be held responsible for the content or services offered by the Publisher on its website for any reason whatsoever. These contents or services are neither edited nor hosted by Adthink.

The Publisher indemnifies Adthink against all claims and recourses from authors, producers, designers, directors, publishers, performers and all persons who consider themselves to be injured by the messages in any way whatsoever.

The Publisher shall indemnify Adthink on first demand for all costs, charges and expenses incurred by Adthink in connection with the foregoing, including fees, consultancy fees, expert opinions, including by virtue of a court decision that is not yet final.

Responsibility for the Dissemination of Campaigns

By registering with ADACCESS, the Publisher opts for the automated management and marketing of advertising space on its site. Consequently, the Publisher expressly accepts that any type of advertising message may be broadcast on its site without any restriction.

However, the Publisher has permanent control over the content published on its site. From his ADACCESS account he can configure and filter the campaigns broadcast on his site at any time. They can stop the broadcasting of a campaign at any time. He can also filter the Advertisers who are proposed to him and thus parameterize his account in order to exclude the diffusion of their campaigns.

Consequently, the Publisher expressly waives any recourse against Adthink concerning the distribution of campaigns on its site.

Technical responsibility

Adthink is only bound by an obligation of means with regard to the commitments contained herein concerning the distribution of messages, access to ADACCESS and its operation. The parties expressly agree that Adthink shall not be held responsible for any damage or interruption of services related to :

- conduct or practices by the Publisher in the course of its business that are contrary to legal provisions;
- abnormal, fraudulent or unlawful use of ADACCESS by the Publisher;
- abnormal or fraudulent use by the Publisher or third parties requiring the service to be shut down for security reasons;
- force majeure or a decision by the authorities;
- an interruption in the supply of electricity or transmission lines due to public or private operators;
- malfunction of the hardware or ADACCESS solution or access to the Publisher's Internet network or misuse of the ADACCESS solution by the Publisher;
 - to fraudulent intrusion or maintenance by a third party in the system, or to the illicit extraction of data, despite the implementation of security measures in accordance with current technical data, Adthink only bearing a best effort obligation with regard to known security techniques;
- the nature and content of the information and data created and/or communicated by the Publisher; more generally, Adthink shall in no way be liable for any data, information, results or analyses originating from a third party, transmitted or received through the use of the ADACCESS platform made available to the Publisher;
- a delay in the delivery of information and data;
- the operation of the internet network or telephone or cable networks for internet access not implemented by Adthink.

The Publisher is responsible for the supply and implementation of the equipment (hardware and software) necessary to access the ADACCESS platform via the Internet.

The Publisher acknowledges that the software used by the ADACCESS platform is in a particularly complex technical field and is subject to technical, computer and telephone hazards, and that despite the multitude of tests or experiments designed to compensate for any possible failure of the platform, failure is never inevitable; the Publisher therefore accepts that it will have to bear the risks of imperfection or unavailability of the platform.

Adthink cannot be held responsible for any interruptions to the site or the ADACCESS platform caused by maintenance operations or updates to the platform.

Commercial liability

Within the framework of this contract, Adthink is subject to an obligation of means and cannot be held responsible for the absence of advertisers and/or the absence of certain types of campaigns on the ADACCESS platform.

In no event shall Adthink be liable for any registration by the Publisher on the ADACCESS platform in breach of any contract or exclusivity agreement signed by the Publisher with a third party.

In no event shall Adthink be liable for any consequential damages of the Publisher such as loss of business, loss of profits, loss of brand image or any action for unfair competition.

The Publisher undertakes to indemnify Adthink, on first demand, for any legal costs (lawyers, bailiffs, expert reports, without this list being exhaustive), for any condemnation, damages, liability or other obligations it may incur as a result of any action, proceeding, complaint, claim, expert report, audit or other action brought against Adthink arising from the Publisher's failure to comply with any provision of this Agreement.

In any event, should Adthink be held liable in any way under this contract. The parties agree that the amount of the sums to be paid by Adthink to the Publisher in respect of its liability may in no case exceed the total amount of the sums paid by Adthink to the Publisher during the last 12 (twelve) months.

Article 15 - Method and burden of proof

The statistics of the Publisher's account are updated daily and are subject to change according to the distribution of Campaigns on the Adthink network. These statistics serve as a basis for calculating the cost of the Publisher's advertising campaigns and for invoicing and determining the price due to Adthink. Only these statistics are authentic between the parties in the event of a dispute relating to the payment or distribution of Campaigns.

The parties acknowledge that the Publisher may not require Adthink to provide it with any other proof of the performance of the services other than the recordings of the operations carried out by the ADACCESS platform, which recordings shall be proof of the reality of the operations that took place in the context of the Publisher's advertising campaigns recorded on the platform.

Once the Publisher's identification has been verified by means of its login and password, Adthink will initiate a count of the use of the platform. The parties expressly agree that the use of the Publisher's account by the Publisher or by a third party shall constitute proof of acceptance of the orders placed, regardless of the amount and regardless of the medium used. Adthink's recording systems are considered as proof of the date and duration of use.

All elements relating to the use of the account will be kept and archived by Adthink. Adthink may take advantage, in particular for evidentiary purposes, of any act, file, recording, monitoring report, statistics on any medium, including the computer medium established, received or kept by it. These methods of proof constitute a presumption which may only be overturned in the presence of elements establishing that Adthink's means of recording and storage were effectively defective.

Adthink may communicate, at the request of the competent authorities, any information or, in general, any element brought to its knowledge in the context of its activity.

Article 16 - Rights of use granted on the ADACCESS platform

The ADACCESS platform made available to the Publisher by Adthink must be used under the conditions defined by this contract.

It is reminded that the Publisher only benefits from a non-exclusive right to use the ADACCESS platform made available to it, which formally excludes the possibility of :

- reproduce permanently or temporarily the ADACCESS platform made available, in whole or in part, by any means and in any form, including loading, displaying, running or storing the software;
- translate, adapt, arrange or modify the ADACCESS platform, export it, merge it with other computer applications;
- to make any copy of all or part of the ADACCESS platform;
- modify, in particular by decompiling, altering, adapting, in particular by translating, arranging and more generally modifying all or part of the Adthink Solution.

Article 17 - Non-transferability of the ADACCESS account

Adthink is the sole owner of the exploitation rights of the ADACCESS platform made available to the Publisher, and the parties agree that the Publisher benefits from a personal, one-time, non-transferable and

non-exclusive right of use. Under these conditions, it is expressly agreed that this contract may not be transferred to a third party by the Publisher, except with the prior written consent of Adthink.

Violation of this provision will result in the immediate closure of the Account without either party being able to access it until the situation is rectified.

Article 18 - Intellectual property rights

This contract does not confer on the Publisher any intellectual property rights over the ADACCESS platform, which remains the full and exclusive property of Adthink. In this respect, Adthink expressly reserves the exclusive right to intervene on the platform to enable it to be used in accordance with its purpose. The Publisher therefore formally refrains from intervening or having a third party intervene directly or indirectly on the ADACCESS platform. The provision of the Platform shall not be considered as a transfer of any intellectual property rights to the Publisher within the meaning of the French Intellectual Property Code.

Accordingly, all right, title and interest in :

- (1) registered and unregistered trademarks, service marks and logos ;
- (2) patents, patent applications and other patentable ideas, inventions and/or improvements;
- (3) trade secrets, confidential information and know-how;
- (4) all divisions, continuations, reissues, renewals and extensions pending or subsequently filed, issued or acquired;
- (5) registered or unregistered copyrights, including, without limitation, any form, image, audiovisual display, text, software and,
- (6) all other intellectual property rights, commercial rights or other intangible property rights used, developed, included or exercised in connection with any of the Services designated in this Agreement are the property of Adthink or its licensors.

Intellectual Property Rights and Marketing

The Publisher grants Adthink the non-exclusive right to use and reproduce its name, logo, address or any other distinctive sign for the purpose of assisting in the commercial promotion of Adthink or the Publisher in all written, visual, computer or audio communication media during the term of this Agreement and beyond. If Adthink so requires, the Publisher will reasonably cooperate with Adthink by providing feedback on the Services and/or Adthink for Adthink's use for marketing and/or advertising purposes, or for any other promotional use.

Article 19 - Confidentiality

During the term of the Contract and for a period of two (2) years after the end of the Contract, the Publisher shall not disclose any information relating to the Contract or to Adthink which by its nature is recognised as confidential, without the prior consent of Adthink. By information is meant any information, document or data of a technical, commercial, marketing and/or financial nature relating to the Contract, brought to the attention of the Publisher in writing or orally by Adthink. Any information sent to the Publisher and any copies made thereof shall remain the property of Adthink and must be returned on first request or destroyed without keeping a copy. The Publisher is only authorised to disclose such confidential information when necessary to respond to written requests from administrative or judicial authorities or at the prior written request of Adthink.

Article 20 - Subcontracting

It is expressly agreed between the parties that Adthink may at any time, at its own discretion, subcontract all or part of its services under this Contract. In such a case, Adthink will ensure that its contractual

relationship with the said service provider(s) will guarantee compliance with the obligations arising from the present contract, for which Adthink shall remain the sole guarantor.

Article 21 - Partnerships

The ADACCESS Platform may offer the Publisher various partnerships through partners selected by Adthink. The various partnerships will be submitted to the Publisher on its interface of the ADACCESS Platform. The Publisher may at any time deactivate or reactivate these Partners depending on whether it wishes to take advantage of the partnership or not.

Article 22 - Declaration of mutual independence of the Parties

The parties expressly declare that they are and will remain throughout the duration of this contract independent commercial and professional partners, each assuming the risks of its own operation. Under no circumstances shall this Contract confer on one of the Parties the status of joint venture, partner, agent, servant, employee or director of the other Party. Each Party retains all hierarchical authority over each of its employees and assumes all responsibility when using third parties. Neither Party shall have the power to bind the other Party or to subject it to any obligation, except as otherwise provided in this Agreement.

Article 23 - Disputes and contractual breaches

23.1 - The Publisher may only invoke a breach in the performance of the contract if the said breach has been notified to Adthink by registered letter with acknowledgement of receipt during the course of the campaign and at the latest within 15 days of its end. The Publisher may not validly rely on any error on the part of Adthink after the expiry of this period.

23.2 - In the event of non-compliance by the Publisher with any of the clauses of these General Terms and Conditions, Adthink reserves the right to suspend or terminate the contract by operation of law, without formalities. In addition, the Publisher undertakes to indemnify Adthink, on first demand, for any legal costs (lawyers, bailiffs, expert reports, without this list being exhaustive), for any condemnation, damages, liability or other obligations it may incur as a result of any action, proceedings, complaint, request, expert report, audit or other action taken against Adthink due to the Publisher's failure to comply with a provision of these General Terms and Conditions.

23.3 - It is expressly agreed that if Adthink is held liable under these general conditions of use, this liability can only be based on proven fault and in such a case the Publisher cannot claim any compensation or damages other than the reimbursement of the sums paid for the Advertising Campaign in question. Under no circumstances will Adthink be liable for compensation for indirect damages that the Publisher may claim, such as, in particular, commercial or operating losses or loss of profits.

Article 24 - General provisions

24.1 - The Publisher may not resell, assign or transfer to any natural or legal person whatsoever, including to a parent, sister or subsidiary company, any of the rights granted under these General Terms and Conditions. Adthink reserves the right to transfer these Terms and Conditions to any company in the group to which it belongs, or to any company controlling it, within the meaning of Article L. 233-3 of the French Commercial Code, without the express prior consent of the Publisher.

24.2 - The nullity of one of the stipulations of the present contract is not likely to lead in the minds of the parties to the nullity of the contract itself, unless it is an essential and determining clause of their consent and its nullity is likely to call into question the general balance of the agreement. In the event of the annulment of one of the contractual provisions, the parties shall, in any event, endeavour to renegotiate an economically equivalent provision.

24.3 - The fact that Adthink has not demanded the application of any clause of these General Conditions, whether permanently or temporarily, may not be considered as a waiver on its part to invoke it.

24.4 - The parties undertake not to contest the admissibility, validity, enforceability or evidential value of elements of an electronic nature or format exchanged between them. Unless proven otherwise, these elements shall be valid and enforceable between the parties and shall have the same evidential value as a private document.

24.5 - Adthink may communicate, at the request of the competent authorities, any information or, in general, any element brought to its knowledge in the context of its activity.

Article 25 - Commitment

The Publisher and Adthink are only validly bound by a contract concluded by one of Adthink's employees if this contract is in accordance with our price list and these general terms and conditions of sale, unless the management of Adthink has given its prior and express permission.

Article 26 - Applicable law and competent jurisdiction

These GTUs, as well as the acts arising from them, are subject to French law. In the event of a dispute, the parties shall make every effort to find an amicable solution. In the absence of an amicable agreement between the parties mentioned, the courts of the place of Adthink's registered office shall have sole jurisdiction without exception.

Any dispute relating to the interpretation, execution or validity of this contract shall be submitted to the exclusive jurisdiction of the competent court within the jurisdiction of the Court of Appeal of LYON (69), notwithstanding multiple defendants or the introduction of third parties.

ADDENDUM - RIDER

PREAMBLE

Publishers of websites or mobile applications are the point of contact with Internet users for the deposit of third-party Cookies associated with the implementation and dissemination of advertising campaigns on the Internet.

Pursuant to the requirements of the RGPD/GDPR, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data and the e-privacy Directive, it is necessary to proceed with the prior information and collection of the consent of the Internet user, in particular in the event of the deposit of Cookies linked to operations relating to targeted advertising. A recommendation n°2013-378 of 5 December 2013 of the CNIL relating to Cookies and other tracers specifies the framework for the implementation of Cookies with regard to the principles of data protection law.

THE UNDERSIGNED PARTIES HAVE AGREED AS FOLLOWS

ARTICLE 1: DEFINITIONS

Words and expressions beginning with a capital letter shall have the meaning given to them in this article, whether they are used in the singular or plural.

- 1.1 Third party tag :** Tracking code represented by a code snippet provided by a third-party application embedded within the source code on a web page or on all pages of a publisher's site that causes the visitor's browser to call data to a third-party server or domain separate from the one being visited that allows third-party cookies to be implemented on the visitor's machine.
- 1.2 Tag Manager :** Application allowing to manage in *tag management* mode and to centralize the collection of the consent of the Internet users relative to the Tags.
- 1.3 Third party cookie :** Advertising cookie placed on the user's computer by a third-party server linked to a domain distinct from that of the server of the visited publisher's site used by audience analysis services, by various marketing tools and by advertising agencies and platforms.
- 1.4 Third party tag** A tag on a website that causes the visitor's browser to call up data to a third-party server or domain separate from the one being visited, allowing third-party cookies to be implemented on the visitor's machine.

1.5 CMP

Providers of third-party cookie consent management.

ARTICLE 2: PURPOSE

The purpose of this addendum is to specify the technical, commercial and legal terms and conditions for the implementation by the Publisher on its website of the technical elements necessary for the operation of a Tag Manager linked to the deposit of third-party Cookies.

This addendum is attached to and forms part of the GENERAL TERMS AND CONDITIONS OF USE OF THE ADVERTISING CENTRE ("Publishers"), signed by the Publisher.

The Publisher acts as a subcontractor within the meaning of the RGPD on behalf of Adthink and within the framework of the instructions given to it by the latter.

The Addendum is governed by the terms and contractual requirements of the TOS to which it is attached.

ARTICLE 3: OBLIGATIONS OF THE PUBLISHER

In particular, the Publisher undertakes the following obligations towards Adthink:

- accept this Addendum upon receipt;
- take into account the instructions contained in the CMP implementation order sent by Adthink, which it must acknowledge;
- to implement the CMP device proposed by Adthink or to use any alternative device whose compatibility with industry requirements and standards has been demonstrated in advance and which can meet the expected parameterisation and operating traceability requirements;
- comply with all the technical and configuration specifications required, particularly with regard to the form and content of the RGPD information banner, which includes in particular the text informing Internet users that must be adapted to the purposes of the cookies, the conditions for accepting and refusing cookies, the characteristics and size of the elements of the interface representing its design to enable the Internet user to express his initial consent and his subsequent choices;
- to implement in the sources of the web pages of its site codes provided by Adthink in order to provoke at the level of the visitor's browser a call for data to a third party server or domain distinct from the one visited, allowing third party cookies to be implemented on the visitor's machine only after the consent given by the Internet user;
- to enable Internet users to exercise their choices with the provision of quality information that may be visible with the help of a suitable banner, highlighted and complete and written in simple terms that are understandable for any user, and enabling Internet users to be fully informed of the different purposes of the Cookies deposited and read, thanks to simple and concise terminology, the banner should not disappear until the person has continued browsing, i.e. until he or she has gone to another page of the site or clicked on an element of the site (image, link, search button), since a simple absence of action cannot be considered as a manifestation of will, allowing the user to set the parameters of the Cookies and, if necessary, to refuse their deposit, by clicking on a link present in the banner the device must allow people who have given their consent to the deposit or reading of certain Cookies to be able to withdraw it at any time in a user-friendly manner;

- immediately upon receipt of Adthink's instructions, initiate any changes, modifications or deletions to the system to ensure that it is in line with the performance objectives to be achieved.

ARTICLE 4: RESPONSIBILITIES

The Publisher is responsible for any failure to comply with its obligations under the Addendum and in particular for the accurate and unrestricted implementation of the deployment instructions communicated by Adthink by providing an available internal contact person with the necessary skills to take all appropriate deployment measures.

The Publisher is responsible for regularly testing the operation of the system, particularly in the event of updates or migration of the web pages of its site, and undertakes to take all necessary measures to ensure constant continuity of implementation.

The Publisher undertakes not to use or disclose under any circumstances the information produced by the device.

In the event of a lack of proof of the implementation and proper functioning of the CMP management system in the context of the Publisher's website, Adthink reserves the right to initiate any claim for compensation for any damage suffered, which may result in the termination of the contractual relationship under the GCU.

ARTICLE 5: DURATION

The Addendum takes effect on the date of its signature by the Publisher for the duration of the TOS, unless Adthink terminates its application.

ARTICLE 6: CONSEQUENCES OF THE END OF THE CONTRACT

Termination or non-renewal of the Contract, for whatever reason, or its expiry will result in the cessation of the use and implementation of the device.

For the performance of the Contract and its consequences, the Parties shall elect domicile at their respective registered offices. Each Party may change this address by informing the other Party by any means, with sufficient notice.