

**PUBLISHERS' GENERAL CONDITIONS OF SALE (GCS)**

**WEB PUSH NOTIFICATION NOTIFADZ (WPN NOTIFADZ)**

ADRENALEAD, 16 rue Masaryk 69009 Lyon, registered No 838 433 126 in the Register of Trade and Companies of Lyon

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## **1-PREAMBLE**

ADRENALEAD edits, hosts and provides a platform named Notifadz Delivery Platform (NDP) commonly referred to as Notifadz Platform and defined under these General Conditions of Sale.

Operated by ADRENALEAD and accessible online via the website (<http://www.notifadz.com>), the NDP Platform allows to design, record and broadcast the advertisement campaigns of Advertisers via the Web Push Notification (WPN). In this respect, ADRENALEAD thus creates, develops and provides their network of Web Push Notification subscribers.

The platform keeps a count of the number of displays, clicks and leads generated by the broadcasting of Web Push Notifications (WPN) of each Publisher, thus making it possible to calculate the amount to be invoiced (in accordance with the number of clicks generated by each campaign):

Should the Publisher create an account on [www.notifadz.com](http://www.notifadz.com) on behalf of their company, such creation of account shall be construed as full and unreserved understanding and acceptance of these General Conditions of Sale, as well as ADRENALEAD's business terms and price grids in force. The Publisher declare that they have legal capacity to enter a contract.

The General Conditions of Sale hereof apply, without any distinction, to all ADRENALEAD businesses and service price grids. It shall prevail over any other document, in any event of contradictory clauses

Registration on the website [www.notifadz.com](http://www.notifadz.com) by the Publisher or a representative acting on their behalf entails acceptance of the general conditions indicated herein, and compliance with the laws, rules and regulations governing web advertisement.

The Parties expressly declare that they are and will remain independent businesses and professional partners across the term of this contract, each Party endorsing the risks relating to the operations of their respective businesses. Under no circumstances shall this Contract confer the status of a joint venture, partner, representative, agent, servant, employee or director to one Party. Each of the Parties shall maintain management control over their employees and be responsible for any third party they hire for the performance of services.

## **2-PURPOSE OF THE PUBLISHERS' GCS**

This General Conditions of Sale is legally valid as a contract. It aims to govern the Publisher's subscription to ADRENALEAD's service of monetising web audience through an advertisement solution referred to as "Web Push Notification". ADRENALEAD edits, hosts and provides a platform named Notifadz Delivery Platform (NDP) commonly referred to as Notifadz Platform defined herein.

The Publisher shall be deemed to accept these General Conditions of Sale on the date they create their personal account on the [www.notifadz.com](http://www.notifadz.com). They declare that they have been aware, have read and understood the content of the General Conditions of Sale. They further declare that they have subscribed personally to the service on a non-exclusive and non-transferable basis. The Conditions of Sale shall prevail over any other document, in any event of contradictory clauses

## **3-DEFINITIONS**

For the purpose of these General Conditions of Sale, the following expressions will be understood as defined below.

The Publisher Refers to all organisations or company willing to make financial profits from the actions of web users having previously agreed to receive Web Push Notifications. The Publisher is also referred to as the “The Affiliate”.

The Advertiser: Refers to any organisation or company selling goods or digital services and willing to communicate or advertise such goods or services via ADRENALEAD’s Web Push Notifications-based advertising network.

Web Push Notifications (WPN): These refer to information notes displayed directly on the subscriber’s device through a Terminal Operating System for users’ devices. WPN are sent by Operating Systems as Apple and Android. These enable to communicate information or advertisements, in the form of notifications, to users having expressly agreed to receive such notifications by acceptance through a web browser. In their capacity as Web Push Notification subscribers, web users have total control over notifications sent to them, upon subscription to the service and thereafter, as their devices are equipped with notification management settings.

Web Push Notification Subscribed User: This refers to any web user having agreed to be communicated information in the form of Web Push Notifications, via a technical request generated by Notifadz on the Advertiser or Publisher’s website.

Notifadz Delivery Platform (NDP): This refers to a Saas remote-access digital software, developed by ADRENALEAD, for sending Web Push Notifications and managing the database of subscribers to this service. The NDP platform enables Advertisers/Publishers/Advertising Networks to design, record and broadcast advertisement campaigns at the intention of the Web Push Notifications’ advertising network. Amongst others, the platform enables track the number of displays, clicks and leads generated on behalf of the Advertiser, thus making it possible to calculate the invoice amount (in accordance with the media buying models of the Insertion Order: CPM/CPC/CPL)

Web Push Notifications Advertising Network: This refers to all Web Users who consented to receive information or advertisement messages from an Advertiser, Notifadz or its partners, in the form of notifications. Such consent is obtained by means of digital acceptance. This is done by clicking on the approval button of a consent-request window displayed on the Advertiser or the Publisher’s website.

Affiliate This refers to a Publisher’s affiliate website through which a Web User accepted to receive Web Push Notifications

Advertisement Order/Insertion Order (IO): This refers to the Purchase Order for advertisement services issued by the Advertiser.

CTA: Refers to a commonly used abbreviation for “Call To Action”. It is a written content provided to a web user receiving marketing or advertisement messages, and inviting them to take the action expected by the Advertiser. In due logic, the content of a CTA generally features an action verb

Marketing Advertisement Campaign: This is understood as the development of an Advertiser’s marketing campaign for a specific duration, as per a precise budget and to achieve well-determined goals. The marketing campaign enables to set out the various features of the programme: duration, budget and objectives. For example, an Advertiser may decide to set their objective for a given advertisement at 1000 clicks. The advertisement campaign stops

automatically, as soon as the set goal is reached. An advertisement campaign is considered event-driven when such campaign is designed for a specific purpose. The campaign thus terminates when the purpose of that event is reached. In such a case, the Advertiser must design a new campaign to continue the advertisement service. An advertisement campaign is considered constant when it is scheduled to terminate at a given date, and to restart the following year or at any later date, depending on the Parties' agreement.

Re-targeting Advertisement Campaign: This corresponds to an advertisement practice at the intention of a website visitor, although such visitor did not make any purchase or transformation, depending on the intended objective. Most common re-targeting advertisement campaigns are those implemented by e-commerce businesses. In this type of campaign, a user who consulted one or several product description sheets without buying any such products, is thus exposed, in subsequent browsing experiences, to advertisement contents featuring the products consulted. Re-targeting campaigns can further be used to communicate a broader message to visitors who did not go as far as: consulting any product description sheet or abandoning a purchase basket. Furthermore, these campaigns can be used to incite buyers to additional purchases. As stipulated in the conditions of use of the "NDP" platform, Re-targeting campaigns enable Advertisers to broadcast an information or a marketing campaign for their services, via Notifadz, to all or part of the Web Push Notifications subscribers who connected on their domain.

Re-marketing Advertisement Campaign: This corresponds to an advertisement practice at the intention of a website's user, although such user did not make any purchase or transformation, depending on the intended objective. As stipulated in the conditions of use of the "NDP" platform, re-marketing campaigns allow Notifadz to create automated information or advertisement campaigns of an Advertiser's services, at the intention of all visitors on their websites who have not subscribed to the Web Push Notification on the Advertiser's domain but are part of Notifadz subscribed users.

"Predictive Targeting/Look-alike" Campaigns: These are campaigns designed to expand communication to touch users unknown to the Advertiser and likely to purchase a product or a service on the latter's site (Intentionists), mindful of the Publisher's objectives. Through Web Push Notifications, ADRENALEAD provides clients with a technology solution allowing to touch users who have not visited the Advertiser's site, but with high interest in products similar to those of the Advertiser.

Media Buying Model (CPC, CPM, CPL): This refers to the unit measurement of media buying for Advertiser's campaigns hosted by ADRENALEAD. Such units are in three categories, depending on the chosen option: CPC, CPM and CPL. With the CPC (Cost per Click) model, the Advertiser is billed only when a web user clicks on an advertisement link in a Web Push Notification. With the CPM (Cost per 1000 displays of Web Push Notifications), the Advertiser is billed for every single time the notification is displayed. With the CPL (Cost per Lead) model; the Advertiser is billed exclusively for the prospecting of qualified profiles (most often after sending a form).

"Look alike" Profiles: These refer to the traits of individuals identified as users interested in the same products as those purchased by the Advertiser's clients. Such profiles are thus additional targets for advertisement campaigns, due to their common points of interest with the Advertiser's regular clients.

Advertisement or Insertion Order: This refers to the contract between ADRENALEAD and the Advertiser which sets out the volume of clicks, the cost per click and the total amount of the order sent by the Advertiser to broadcast their advertisement as Web Push Notifications.

#### **4–SUBSCRIPTION AND ELIGIBILITY TO THE SERVICE**

Should the Publisher create an account on [www.notifadz.com](http://www.notifadz.com) on behalf of their company, such creation of account shall be construed as full and unreserved understanding and acceptance of these General Conditions of Sale, as well as ADRENALEAD's business terms and price grids in force.

The Publisher declare that they have legal capacity to enter a contract.

To be eligible for the Service, the Publisher must meet the following conditions:

- Guarantee that the data they communicate to ADRENALEAD are accurate and true, especially information regarding identity and context of use of the Service;
- Undertake to inform ADRENALEAD, without delay, in the event of any modification of data communicated during registration, and, if necessary, make such notifications themselves via their account management interface;
- Undertake to comply with all the provisions of these General Conditions of Sale.

ADRENALEAD reserves the right to consult the Publisher's site to verify that their presentation and content are in line with the requirements of the Service. ADRENALEAD shall be responsible for judging the adequacy of this presentation. The Publisher may create one or several ADRENALEAD accounts once all the conditions of registration are met.

Accounts have individual and confidential usernames and passwords which must not be communicated or shared with third parties. These login credentials enable to identify the Publisher using the Service. The Publisher alone shall be responsible for securing their login credentials (and all the actions or declarations made via their personal account) from disclosure to any third party.

#### **5–USE OF SERVICE**

The use of the service is based on the provision of a SaaS (Software As A Service) solution accessible via the NDP platform which allows to send Web Push Notifications through an Internet Network.

ADRENALEAD will host, maintain and ensure the platform's proper functioning and security. The Publisher ensures the integration of the Service into their websites or devices used to contact a web user. The Publisher shall insert a computer code called "a script" provided by ADRENALEAD in their website. The Script makes it possible to initiate mechanisms allowing the Internet user to remain posted and obtain their consent for Web Push Notifications.

The Publisher may only use the Service in accordance with their needs and their documentation. Specifically, the Service's operating license is granted on an exclusive basis, for the sole purpose of allowing the Publisher to use the Solution.

The operating license includes the right to represent and implement the Service in accordance with its aim, in SaaS, via a connection to an electronic communications network.

Regardless of the circumstances, the Publisher may not put the Service at the disposal of a third party, and undertakes not to use the Solution for any other purpose, which includes, without limitation to, analysis, unpacking, modification, adaptation, copy, reproduction.

The Publisher shall insert their login credentials every time they use the Service. These credentials are intended to restrict service access to Publishers only, to protect the integrity, availability and confidentiality of the Services and to allow ADRENALEAD to offer a reliable solution.

## **6–SERVICE QUALITY**

The service is available at all moments (except during maintenance); that is 24/7, including Sundays and public holidays. It can be accessed from any computer device (including mobile devices) without need for special configuration.

The service may be suspended occasionally, for necessary technical interventions or maintenance, to keep the service properly operational.

Irrespective of the circumstance, ADRENALEAD may not be held responsible for any possible inconvenience caused to the Publisher's operations, as a result of such unavailability of the service.

ADRENALEAD must keep the Publisher informed of any scheduled interruption of services, by email, to ensure that the latter makes all needed adjustments to avoid any perturbation in their business activity.

The Publisher is informed of that technical inconveniences resulting from the Internet may occur, and interruption of access to the service may ensue therefrom. ADRENALEAD cannot be held responsible for any unavailability or slowdown of the Service. ADRENALEAD further undertakes to implement effective controls to ascertain reasonable guarantee that the Publisher shall use the Service as set out in the GCS hereof.

## **7–OBLIGATIONS OF ADRENALEAD**

ADRENALEAD undertakes to pull all levers at their disposal to provide the Publisher with all needed material for operation (login credentials) and for the integration of the Service (codes to be integrated and / or packaged module, documentation), and also to inform the Publisher in the event of any changes.

## **8–OBLIGATIONS OF THE PUBLISHER**

The Publisher declare that they are in full capacity to subscribe to ADRENALEAD's service offer.

The Publisher thus undertakes to:

- communicate accurate and true data to ADRENALEAD, especially information regarding identity and context of use of the Service;
- Inform ADRENALEAD, without delay, in the event of any modification of data communicated and, if necessary, make such modifications themselves via their account management interface;
- Integrate ADRENALEAD Scripts on their website pages according to best practices, and delete these links upon termination of the contract. The content of the websites must also comply with all the laws in force regulating lawful contents and protecting the rights of individuals, and, where appropriate, inform ADRENALEAD of any problem preventing the integration;
- Use ADRENALEAD's service as provided herein and provide the following, in particular:

- . Systematically use provided login credentials to ensure secured exchanges with the Service, avoid communicating these credentials to any third party, avoid using the Service in conditions likely to damage, overload, alter or block the Service, avoid using the script to collect information from the Service or interact with the Service, if applicable, inform ADRENALEAD of any problem impacting the quality of the service for Internet users.
  - . Allow ADRENALEAD to monitor the proper use of the Service, and to justify such use to their other Partners.
  - . Keep confidential, and avoid disclosing any information (functional, commercial, strategic, etc.) communicated as part of this contract relationship.
  - . Use the Service in accordance with the provisions of the General Conditions of Sale hereof and the French laws.
  - . Take all needed measures at their disposal to ensure that Web users use the service in compliance with these General Conditions of Sale and the French Laws.
- Provide ADRENALEAD with a list of all sites on which they intend to use the Solution. ADRENALEAD reserves the right to refuse a site without any need for such decision to be motivated.
  - Integrate ADRENALEAD's Scripts exclusively on specific sites (URL) indicated to them
  - Avoid using the code provided by ADRENALEAD on another URL or any other site.
  - Take all measures enabling compliance with the regulations on the protection of personal data when using the Web Push Notification advertising network for advertisement services, in compliance with the requirements set out in these General Conditions of Sale.
  - Finally, the Publisher undertakes not to have any adverse impact on ADRENALEAD or the Notifadz brand, and not to denigrate the Network.

## **9–BROADCASTING OF ADVERTISEMENT CAMPAIGNS**

The broadcasting of Web Push Notification campaigns is subject to the availability of campaigns for the Network.

ADRENALEAD is not bound by any particular obligation to search specific Advertisers or specific types of campaigns.

The automatic broadcasting of Web Push Notification campaigns on the subscriber's user network and arbitration relating to priority classification of the most profitable types of campaigns are made according to profitability and targeting criteria (Re-targeting campaigns, Re-marketing campaigns / Targeting campaigns)

Hence, only campaigns with most profitable overall characteristics for the Network and corresponding to the profile of the Internet user, will be automatically broadcasted as a priority on our network of subscribed users to the Web Push Notification service.

ADRENALEAD teams are the only competent personnel to choose campaigns to be broadcasted in priority on the Web Push Notification's advertising network.

## **10–DELIVERY AND COUNTING**

Among others, the Notifadz “NDP” Platform counts the number of views, clicks and leads generated by the broadcasting of Web Push Notifications (WPN) on the network of users subscribed to Web Push Notifications.

### 10.1 Media buying units

Each Advertiser’s campaign is broadcasted following one of the advertisement purchase model referenced below:

- Cost per Click (CPC)
- Cost per Thousand Notifications Displayed (CPW)
- Cost per Lead
- Cost per Action (CPA)

### 10.2 Recording of advertisement history

Irrespective of the media buying unit agreed upon with the Advertiser, the Publisher approves that counting is made on the basis of statistics collected via the “NDP” platform’s tools. (The parties agree that this source alone is valid for counting). The number of clicks and estimated profits from each campaign broadcasted on the network is displayed on the Publisher’s online interface. At any time, the Publisher may consult the estimates of the commissions due to them that they will receive as soon as ADRENALEAD has received payment from the Advertiser.

At any time, on their Notifadz account, the Publisher may consult the estimates of commission which they will receive as soon as ADRENALEAD has received payment from the Advertiser.

### 10.3 Invoicing conditions

The total sums of the Publisher’s commission shall be updated on the interface, as soon as ADRENALEAD receives payment from the Advertiser for the campaigns.

Thereon, an invitation to invoice shall appear on the Publisher’s account which indicates that they may send their invoice to ADRENALEAD, with details of the Advertiser’s campaigns and the relevant periods.

10.4 Provision of statistical and financial information: ADRENALEAD undertakes to provide the Publisher with all financial and technical information, upon the Publisher’s request (Web Push subscribers, adverts sent and clicks, Web Push campaigns), to enable them monitor the operation’s statistics.

These information transmitted to the Publisher should be exclusively aimed at verifying the consistency of statistical and financial data provided by ADRENALEAD.

The Publisher will support all expenses relating to controls made in application of the article hereof.

## **11–PERSONAL DATA PROTECTION**

ADRENALEAD undertakes to: provide their service in full respect of the principles and recommendations of French and European laws on the protection of personal data, in accordance with regulation (EU) 2016/679 of the European Parliament and that of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal



data and the free communication of such data,(GDPR) and law No.78-17 of 6 January 1978. ADRENALEAD appointed a delegate for personal data protection at the CNIL, to monitor the conformity of their business operations.

Considering the purpose of the Contract hereof, both parties, ADRENALEAD and the Advertiser, will be responsible for their respective data processing methods implemented under the Notifadz programme, being understood that the Parties' mutual contribution to the global Web Push Notification (WPN) based management and broadcasting of advertisement campaigns may be construed as a joint responsibility, with respect to each party's involvement in the Service, a service for which both Parties have consciously entered into a contract, in full consideration of the provisions of the GDPR and its restrictions, as stipulated in Article 26 of this regulation, in the perspective of joint responsibility.

If the contract relationship between the Parties resulted in subcontracting, the Parties undertake to comply, without reserve, with the provisions governing such subcontracting set out in Article 28 of the GDPR;

The Policy on personal data protection can be accessed online, on [www.adrenalead.com](http://www.adrenalead.com) and [www.notifadz.com](http://www.notifadz.com). These provide clear information on ADRENALEAD's commitments with regard to data protection.

The Publisher undertakes to comply with the laws on personal data protection when using the Notifadz service, in order to provide ADRENALEAD with data, in accordance with the requirements of the law. As such, the Publisher undertakes, amongst other, to set a loyal, ergonomic and informative cookie and tracker management solution complying with the recommendations of the CNIL. These will enable obtain web users' individual consent to the processing of their personal data for marketing purpose, by partner third parties The measures implemented by the Publisher site must be compatible with any CMP (Consent Management Platform) system meeting the standards of the advertising industry, in order to take into account any recommendations of the CNIL, the rights of Internet users, in particular the right to withdraw consent as easily as it is given, as part of ADRENALEAD and its partners' service of Web Push Notification advertising network. As part of their obligation under Article 7 of the General Conditions of Sale, ADRENALEAD will provide the Publisher with the items to be integrated in the device's configuration for the Publisher's site.

The Publisher site's cookies and web tracker management system must be constantly operational across the duration of these General Conditions of Sale. The Publisher will immediately inform ADRENALEAD in the event of a device malfunction. The Publisher authorises ADRENALEAD to transfer necessary data to the various owners of the Web Push Notification networks.

The Publisher expressly and generally authorises ADRENALEAD, in their capacity as subcontractor, to hire, within the European Union and outside, if applicable, subcontractors whose intervention would be necessary for the performance of the services, and " undertakes, upon request, to provide the Publisher with a list of its own subcontractors, updated if necessary. ADRENALEAD will recruit any other subcontractors, as provided by this general authorisation. In the case of this general written authorisation, ADRENALEAD will inform the Publisher of any scheduled change, with regard to the addition or replacement of other subcontractors, thus giving the data controller the possibility to object these changes.

## **12-LIMITATION OF RESPONSIBILITY**

Mindful of the type of service provided, ADRENALEAD's obligation is an obligation of means. ADRENALEAD shall make their best efforts to provide their service as properly as possible,

in accordance with state of art standards, in compliance with the terms and conditions of the contract, as well as in full respect of legal and regulatory provisions.

The Publisher must keep in mind that ADRENALEAD is not responsible for the proper functioning or availability of the Internet network. They are also not responsible for the availability of websites which may be involved in the provision of the service. Hence, ADRENALEAD shall not be held responsible for any defaults of the Internet network, search engines or websites which they may use for the purposes of their Services.

Within agreed deadlines, the Publisher undertakes to make all needed configurations for the proper completion of the services and the suitable understanding of any possible problems ensuing.

ADRENALEAD's responsibility may not be engaged for: errors resulting from inaccurate or false information provided by the Publisher, or any delay caused by the Publisher which made it impossible to comply with agreed deadlines or those prescribed by the law.

All claims from the Publisher relating to the performance of the Service must be addressed, in writing, within eight (8) days after the performance of the Service.

ADRENALEAD shall not be held responsible for any indirect damage ensuing from the performance of the Service ordered by the Publisher. Especially, but without limitation, ADRENALEAD shall not be held responsible for any loss of profits or loss of data suffered by the Publisher, nor any damage suffered or fee incurred by a third party as a result of performing the Service.

In any event of a technical default impacting the operation of the "NDP" platform caused by events beyond the power of ADRENALEAD, such as, a breakdown of telecommunication services or an interruption in the services of their computer service providers, for any motives, ADRENALEAD undertakes to inform the Publisher of the occurrence of such breakdown or interruption without delay. The occurrence of the events indicated in the previous paragraph shall not affect the continuation of the contract and may not result in any claim from the Publisher, such events being considered as cases of force majeure.

In case the Publisher failed to fulfil their obligations (data provision, access to information etc.) for the proper execution of the contract by ADRENALEAD, or refused to pay invoices in accordance with the conditions set out in the article providing for the conditions of payment, ADRENALEAD may suspend the fulfilment of their contract obligations, without such suspension being construed as termination of the contract.

ADRENALEAD shall be free to resume the fulfilment of their contract obligations, with or without prejudice to possible modifications of prices and deadlines, once the Publisher's contract obligations have been fully completed.

In addition, Should the default remain, for a period of 60 days after a formal notice was sent to report the failure to perform the obligations referred to in the previous paragraph, ADRENALEAD may consider the contract terminated by the Publisher.

ADRENALEAD may, in no event, have their responsibility engaged for using material, information and content provided to them or sent by the Publisher, or for executing any other decisions or instructions received from the latter, as part of the Service. The Publisher alone shall be responsible for ensuring that the names, company names, brands, domains and all other material possibly subject to intellectual property rights can be used freely and legally. In consequence, the Publisher therefore undertakes to keep and hold ADRENALEAD free from all claims or legal actions from third parties as a result of the use of such material.

### **13– EXCLUSIVITY AND CONFIDENTIALITY**

Across the indicated duration of these General Conditions of Sale, the Publisher undertakes not to have the Services performed directly or indirectly by any company other than ADRENALEAD.

Either Party undertake to keep confidential all information disclosed to them by the other Party. This includes: not disclosing the other Party's confidential information to a third party other than employees or agents who must know such confidential information of the other Party for the exclusive purpose of exercising their rights and fulfilling their obligations set out in these General Conditions of Sale.

Notwithstanding the provisions of the previous paragraph, neither Party shall be subject to any obligation whatsoever with regard to information made public, regardless of a fault by the Party receiving such information, if: the information had been processed out-of-contract scope by the Party receiving them, if the information were known to the receiving Party before it is disclosed to them by a third party, if the information were legitimately received from a third party not subject to an obligation of confidentiality protecting the interests of the Party concerned, if the information were disclosed under a legal obligation or by order of a court in which case they must be disclosed only to the extent required and after notifying the Party that provided them with the information in writing .

The obligations of the Parties in respect of confidential information will remain effective throughout the term of this General Conditions of Sale, and as long as, after termination of the contract, such information are to remain confidential for the interests of the disclosing Party, and, in any event, for a period of five (5) years after termination of the contract.

Upon termination of the contract relationship, each Party shall return all copies of documents and material containing confidential information of the other Party, irrespective of the cause of such termination.

The Parties also undertake to ensure that their personnel, and any agent or third party that could intervene in the execution of these General Conditions of Sale comply with its provisions.

### **14–COMMUNICATION**

Unless expressly notified otherwise to ADRENALEAD, the Publisher consents that ADRENALEAD use their name, brands, website addresses, URLs and logos in presentations, marketing materials, client lists, financial reports and SEO.

In the same vein, the Publisher may use the brands, trademarks, service marks, domain names and other distinctive signs of ADRENALEAD, provided that such use comply with the General Conditions hereof.

The Publisher grants ADRENALEAD a limited and non-exclusive right to use and reproduce the names, logos, denominations, brands and domain names used by the Publisher to carry out their own business operations, including its address or any other distinctive sign, for purposes of marketing ADRENALEAD's services on all communication media, especially communication on the partnerships engaged with the French press, across the duration of this contract and beyond. In case ADRENALEAD so requires, the Publisher will cooperate in a reasonable manner with the former, by providing comments on ADRENALEAD and/or their services, so that ADRENALEAD may use this for marketing and/or advertisement purposes, or for any other promotional use.

For ADRENALEAD to fulfil their obligations under these General Conditions of Sale, across the duration of the advertisement order and within all countries concerned by the said order, the Publisher grants ADRENALEAD the authorisation to reproduce the Publisher's registered trademark on all written, visual, computer or audio media needed for the performance of their operations.

This trademark may not be used for any other purpose without the express authorisation of its owner. More generally, ADRENALEAD undertakes to refrain from any actions likely to impact the brand directly or indirectly. ADRENALEAD further undertakes not to use this brand for any purpose whatsoever after expiry of the advertisement order.

## **15–MUTUAL INDEPENDENCE**

The Parties expressly declare that they are and will remain independent businesses and professional partners across the term of this contract, each Party endorsing the risks relating to the operations of their respective businesses. Under no circumstances shall this Contract confer the status of a joint venture, partner, representative, agent, servant, employee or director to one Party. Each of the Parties shall maintain management control over their employees and be responsible for any third party they resort to for the performance of services.

## **16–AGREEMENT ON PROOF**

In the event of a dispute between the Parties on any aspect relating to the execution of the General Conditions of Sale hereof, the Parties expressly agree that all data, information and statistical data provided through ADRENALEAD's technical means shall prevail over any other proof, except in case of noticeable mistake. These items shall constitute evidence, which may be produced in all proceedings. They shall be admissible, valid and enforceable between the Parties with the same probative force and according to the same methods as any document which would be drawn up, received and/or kept in writing.

In the event of a contestation of evidence by the Publisher, ADRENALEAD may, if necessary, authorise the contestant to carry out an audit on the evidence at the Publisher's expense.

## **17 – FINANCIAL PROVISIONS–PAYMENT**

The Publisher shall be compensated at a rate calculated on the basis of the amounts paid by the Advertisers or ADRENALEAD's advertising networks

By default, unless provided otherwise, this payment corresponds to 50% of the total amount excluding VAT, invoiced by ADRENALEAD to the Advertiser.

The Publisher expressly agrees that the payments will be cleared by ADRENALEAD only after the latter has received their own payment.

By subscribing to the services of the Notifadz platform, the Publisher acknowledges that they have expressly agreed to the following, across the duration of their contract relation:

- a) The principle of self-invoicing (article 289 I-2 of the General Tax Code), which stipulates that the Publisher authorises ADRENALEAD to draft an invitation to invoice which will be issued at the end of each month, in the name and on behalf of the Publisher, as soon as the latter's account is credited, that is, when the account displays an amount equal to or above 100 euro. In other cases, any amount less than 100 euro

will be added to the amount of the following month. In the event of termination of the contract, any amount due will be the subject of a corresponding invitation to invoice. Whenever applicable, VAT will be added to the amount due.

b) Under the principle of electronic invoicing issued by ADRENALEAD, each invoice being accessible online via the Notifadz platform's interface on [www.notifadz.com](http://www.notifadz.com).

The Publisher will be informed, by e-mail, of any invitation to invoice sent to their Notifadz account.

In any event, the Publisher may consult the broadcasting of advertisements as well as their estimated commissions from their user account.

Invoices may be contested within 15 days after issuance. Otherwise, such invoices shall be deemed valid and be enforceable against the parties.

The Publisher will be responsible for paying the VAT and for fulfilling all tax obligations with the administrations concerned.

## **18–TERMINATION**

Each Publisher may terminate their registration to the Service by requesting the closure of his account at any time and without reason.

Without prejudice to the other provisions set out herein, ADRENALEAD reserves the right to terminate the Publisher's registration. Such termination shall result in the same effects as if the contract were terminated by the Publisher.

The Publisher shall be informed of the termination of the contract or closing of their account by email.

Should the Publisher breach the contract repeatedly, their account shall be closed by ADRENALEAD without prejudice to all claims that may be formulated in compensation for damage suffered as a result of such breaches.

In any event of a closure of account, irrespective of the cause, no reimbursements may be made to the Publisher.

## **19–FORCE MAJEURE**

ADRENALEAD's liability may not be engaged if the non-performance or delay in the performance of one of the obligations described in these General Conditions of Sale resulted from a case of force majeure, being understood that force majeure refers to the occurrence of any unforeseeable, irresistible and external event (as laid down in Article 1148 of the Civil Code), this includes, technical, involuntary and unscheduled interruptions, in the activities of ADRENALEAD or those of its suppliers or partners, which hinder the performance of services.

## **20 – NON-SOLLICITATION OF EMPLOYEES**

The Publisher undertakes not to hire members of ADRENALEAD's staff, nor to take any preliminary steps in this direction without ADRENALEAD's prior formal written consent. This obligation shall no longer be valid a year after ADRENALEAD's last service.

In the event of a breach of this clause, the Publisher shall automatically owe ADRENALEAD a sum equal to the amount of the total gross annual remuneration of the staff member hired in violation of this provision.

## **21–TRANSFER OF RIGHTS AND OBLIGATIONS**

These GENERAL CONDITIONS OF SALE are entered into, intuitu personae, with the Publisher who is the sole beneficiary of the services provided and made available to him on the basis of a personal, punctual, non-transferable and non-exclusive right of use. The Publisher may not transfer these General Conditions of Sale to a third party, except with ADRENALEAD's prior written consent.

In case of non-compliance with this clause, ADRENALEAD shall immediately interrupt the service which shall be accessible anew only after the situation is regularised.

ADRENALEAD shall have the right to assign the contract and the obligations arising therefrom to any assignee and/or successor in respect of their business activity.

## **22 – INTUITU PERSONAE**

These General Conditions of Sale are entered into, intuitu personae, with the Publisher who is the sole beneficiary of the services provided and made available to him on the basis of a personal, punctual, non-transferable and non-exclusive right of use. The Publisher may not transfer these General Conditions of Sale to a third party, except with ADRENALEAD's prior written consent.

In case of non-compliance with this clause, ADRENALEAD shall immediately interrupt the service which shall be accessible anew only after the situation is regularised.

ADRENALEAD shall have the right to assign the contract and the obligations arising therefrom to any assignee and/or successor in respect of their business activity.

## **23–APPLICABLE LAW–COMPETENT COURT**

The General Conditions of Sale hereof shall be governed by French Law.

In priority, all disputes shall be settled by means of amicable settlement. Should the Parties fail to reach an amicable settlement, any dispute arising from this General Conditions of Sale shall be filed in the court with jurisdiction covering the location of ADRENALEAD's head office, that is, with no exception, the Court of Appeal of LYON (69), regardless of any event of multiple defendants or third party claim.