

To benefit from ADventori's products and services, we invite you to explore the present general terms and conditions of sale (hereinafter referred to as "CGV"), which automatically apply to our relationships, with no other document included in the contractual scope.

1. General provisions

As part of pre-contractual presentations, the Client was able to assess the suitability of the services offered by the Provider to its specific needs. The Client's satisfaction and the success of the selected services require full and complete collaboration between the Parties. In this context, the Parties have come together to organize the modalities of their cooperation. The purpose of this document is to define the technical and financial conditions under which the Parties intend to organize their collaboration for the provision of services. The Contract consists of the following contractual documents, listed in decreasing order of priority: (i) the General Conditions, (ii) the Purchase Orders, (iii) the annexes, and (iv) the "Data Processing Agreement." In the event of disagreement, ambiguity, or contradiction between the terms of these different contractual documents, the terms of the higher-ranking document shall prevail. The Contract does not grant any exclusivity to the Client.

2. Definitions

The following terms can be used interchangeably in singular or plural form and have the indicated definitions:

Purchase Order - Document sent by the Provider to the Client to formalize an order, enable the identification of the Parties, and, if applicable, define certain conditions specifically applicable to the Client. It constitutes a legal and financial commitment. The Client's signature on the purchase order implies acceptance of these General Conditions of Sale (CGV).

Campaign - Unique commercial operation as specified within the relevant Purchase Order related to the Services.

Client – The legal entity identified in the Purchase Order.

CGV– These general conditions of sale and their annexes. The CGV are available at any time at the address www.adventori.com.

CPM / Cost Per Mille - Unit of measurement for the cost of advertising campaigns. For emailing, CPM corresponds to one thousand sends.

Deliverables - Documents, studies, specific analyses carried out by the Provider as part of the Services, as specified in the Purchase Order.

Party - Individually and/or collectively, the Provider and/or the Client.

Platform - Tool that enables brands to personalize, measure, and optimize digital advertising campaigns using real-time data.

Provider - The company ADVENTORI SAS.

Services - Services as specified in the Annex.

User - Internet user, final recipient of commercial operations integrating the ADventori service, excluding any search robot, meta-robot, macro-program, internet tool, or other automatic means.

3. Order process / CGV modifications

In continuation of pre-contractual discussions, the Client sends the signed Purchase Order. After verification by the Provider, they express their acceptance and commence the work. The options and nature of the Services are specified therein.

The Provider reserves the right to modify these CGV at any time without any other formality than informing the Client through an online notice and/or incorporating these modifications in the accessible general conditions upon simple request. Such modification shall only apply to orders that have not yet been accepted by the Provider.

4. Provider's obligations

The Provider offers a SaaS (Software as a Service) solution that enhances the effectiveness of digital assets (banners, videos, landing pages, mobile, emails) by integrating real-time data streams from advertisers, internet users, or publisher websites. By default, all functionalities provided by the Provider are included in an order, with the possibility of specifying the nature and scope of the services in a Purchase Order.

The Provider guarantees to make its best efforts to achieve the service availability outlined in the "Service Level Agreement" annex for the expected number of unique visitors. The maximum traffic will be specified in the Purchase Order.

In general, the Provider shall not be held responsible for the consequences of ad blockers (such as Adblock or equivalent) that are beyond its control.

The Provider commits to implementing security procedures in accordance with industry standards and applicable regulations.

The contractual deadlines are those mutually agreed upon after discussion by both Parties. They are indicative. In the event that one Party is unable to fulfill its obligations within the agreed timeframe, the schedule will be adjusted accordingly, without the possibility of claiming compensation or termination. The Provider's obligation timeline starts from the acceptance of the signed Purchase Order by the Provider.

5. Customer's obligations

The Customer undertakes to actively and consistently collaborate throughout the Contract by ensuring that the Provider is informed of any specific technical and functional contexts relevant to the performance of the services. The Customer shall provide qualified, documented, and deemed necessary information to the Provider or the Client for the execution of the Contract. The Customer agrees to collaborate with the Provider to ensure the success of the services and acknowledges that they possess the necessary skills for the proper execution of the services and the responsibilities arising from it. The Provider will notify the Customer if it deems the provided skills to be insufficient to successfully carry out the services. The Customer commits to making every effort to implement the recommendations and requests of the Provider regarding the services.

The Customer shall provide the Provider with all necessary information as defined between the Parties prior to the implementation of the Contract. It is understood that without these elements (including data related to the expected number of unique visitors/maximum minutes during the campaign, which are crucial for the proper execution of the services), the Provider cannot carry out the services, and its liability is thereby excluded, rendering the provided guarantees irrelevant. To this end, the Customer shall make all requested modifications by the Provider without the possibility of refusal (except if it relieves the Provider of any responsibility, particularly regarding the quality of service). This implementation is necessary for the proper organization and execution of the services and must be carried out in accordance with the Provider's technical instructions. In this regard, the Customer authorizes the Provider to use this data for the purposes of the Contract. Within the scope of its activities, the Customer grants the Provider a license to use, modify, and adapt the elements and data provided by the Customer to the Provider, solely for the duration of the Contract and within the scope of the specific Order.

The Provider reserves the right to refuse any service for content that it deems to be illegal or dangerous.

The Data remains the property of the Customer.

6. Intellectual Property

All data transmitted by the Client remains the property of the Client.

Each Party retains ownership of all its tools, methods, software, documents, and pre-existing materials and know-how. Unless otherwise stipulated herein, no license is granted by one Party to the other.

Each Party warrants the other Party against any claim or action by third parties relating to elements provided to the other Party, in particular with regard to infringement or unfair competition, and undertakes to bear all expenses, judgments, costs, and fees that it may incur as a result.

7. Financial terms

7.1. Service prices

The Client will pay the amount specified to the Provider in accordance with the price calculation methodology stated in the Purchase Order. The measurement tool used will be that of the Provider, unless otherwise agreed upon in writing by the Parties. If a different measurement tool is chosen, the Client agrees to provide the figures within 5 business days upon the Provider's request. Failure to do so will result in the Provider invoicing the Client based on its own figures, without any possibility of dispute by the Client.

7.2. – Late Payment Penalties

Except for a requested and granted extension before the invoice due date, any delay in payment, in whole or in part, of an amount due at its due date, will conventionally accrue interest in favor of the Provider at a rate equal to 3 times the legal interest rate, as well as a lump sum indemnity of €40 for collection costs in accordance with applicable legislation.

If the Provider were to assign the collection of its claim to a third party, the Client shall be liable, in addition to the aforementioned interest for late payment and without prejudice to the Provider's other rights, for the reimbursement of the expenses and fees incurred. The Parties expressly agree that this clause shall apply automatically, without the need for any formalities or notice. Similarly, the Provider may, without prejudice to its other rights, suspend all ongoing services, regardless of their nature and progress levels, in the event of late payment, even if the corresponding invoice is disputed by the Client.

8. Warranty - Liability

Each Party guarantees the other Party that it has taken all necessary steps with the competent authorities for the execution of these terms. The Parties waive the application of Article 1222 of the Civil Code. The Provider is held to an obligation of means in the execution of the Contract. The Provider shall not be held liable for any indirect damages resulting from the execution of the Contract, such as commercial or financial losses, loss of clientele, damage to reputation, loss of profits, loss of orders, or any other commercial disruption, as well as any action by third parties not attributable to the Provider. The liability of the Provider, in the event of proven fault by the Client, is expressly limited to the amount of the services performed by the Provider within the 6 months preceding the occurrence of the event giving rise to the claim and relating to the specific Campaign in question. Except for contrary legal provisions, any action by the Client under the Contract must be initiated within a maximum period of 12 months from the occurrence of the event giving rise to the claim. No limitation shall apply in case of intentional fault or bodily harm.

The application of Article 1223 of the Civil Code is subject to prior discussions between the Parties, and any agreement reached must be formalized by way of an amendment. In the event of no agreement within a period of fifteen days, the Parties shall seek the assistance of an amicable expert, specializing in the relevant sector, who shall have an additional period of fifteen days from the written request of the Parties to carry out his/her mission and submit his/her report. The costs of this expertise shall be shared equally between the Parties, and the price proposed by the expert shall be enforceable, unless otherwise agreed by the Parties.

9. Duration

The Contract comes into effect upon the signing of the Purchase Order for a duration specified in the Purchase Order (or, in the absence thereof, for the duration of the campaign).

10. Termination

10.1. Termination for contractual breach

In the event of a contractual breach by either Party of any of its obligations under the Contract, which remains unremedied within a period of 7 days from the sending of a registered letter with acknowledgment of receipt precisely notifying the specific breach, the Contract may be terminated automatically by the other Party, subject to any damages it may claim as a result of such breach.

10.2. Other cases of termination

The Contract shall be terminated automatically by each Party in the event of a modification of the legal and/or regulatory environment affecting the activity of either Party. In such a case, the termination shall take effect at the end of a period of 7 days following the sending of a registered letter with acknowledgment of receipt notifying the intention of the Party concerned to terminate the Contract.

11. Termination of Contractual Relations

Notwithstanding the termination of the Contract, contractual provisions that, by their nature, are intended to continue to apply shall survive the cessation of the Contract.

It is expressly agreed that the cessation of contractual relations, for any reason whatsoever, shall not entitle the Client to any compensation, including, but not limited to, compensation for any investments made, commitments already made, or loss of potential profits, clientele, orders, or any other commercial disturbance.

The Provider may delete the Client's data if it has not been claimed in writing within 30 days from the effective termination of the Contract.

12. Confidentiality

During the term of the Agreement and for a period of 5 years following its termination, each Party undertakes to treat as strictly confidential and to handle as such all information, regardless of its nature and form, obtained by the Parties during the performance of the Agreement (hereinafter referred to as "Confidential Information"). The Parties acknowledge that the Confidential Information constitutes "trade secrets" within the meaning of Article 151-1 of the Commercial Code.

Confidential Information includes, but is not limited to, trade secrets, know-how, and methodologies of the Provider, as well as the provisions of the Agreement, and any data transmitted by the Client and/or owned by the Client. The following shall not be considered confidential information under the Agreement: (i) information that was publicly available prior to its disclosure or subsequently becomes public without any violation of the Agreement; (ii) information received from third parties in a lawful manner, without any restrictions or violation of the Agreement; (iii) information published without constituting a violation of the Agreement; (iv) information already known by either Party, as evidenced by appropriate documentation; (v) information resulting from internal developments undertaken in good faith by the personnel of either Party who have not had access to such information; (vi) information disclosed, pursuant to a legal requirement, by any competent court or governmental authority.

Each Party undertakes not to disclose, directly or indirectly, in whole or in part, any Confidential Information to any third party, except to employees and/or subcontractors who need such information for the performance of their obligations. Without prejudice to other provisions of the Agreement, each Party agrees to take all necessary measures with its employees and/or subcontractors to ensure that they are bound by the same confidentiality obligation. Each Party agrees not to use the Confidential Information for any purpose other than the performance of the Agreement, even for its own benefit, and agrees to promptly return, upon the other Party's request, all documents or other media containing Confidential Information that may have been provided to it in the course of the Agreement, as well as all reproductions thereof. Each Party acknowledges that utmost confidentiality is necessary, and that any breach thereof would cause extreme harm to the other Party.

13. Force majeure

In order to benefit from the provisions of this article, the Party wishing to invoke a case of force majeure must notify the other Party by registered letter with acknowledgment of receipt as soon as it becomes aware of the occurrence of such an event and, at the latest, within a period of fifteen (15) calendar days from the occurrence of said event. By express agreement, cases of force majeure shall be those usually recognized by the case law of French Courts and Tribunals.

During its duration, the force majeure event suspends the performance of obligations for the Party invoking it. In any case, the Party affected by the force majeure event shall do everything in its power to prevent, eliminate, or reduce the causes of delay and resume the performance of its obligations as soon as the invoked event has ceased. If the force majeure event were to exceed thirty (30) days from the aforementioned notification, the affected Party shall have the right to terminate the Contract automatically and without compensation by sending a registered letter with acknowledgment of receipt.

14. Non-solicitation of Personnel

Unless expressly agreed otherwise, the Parties agree not to engage or employ, directly or indirectly, any of the personnel of the other Party who participated in the execution of the Contract, even if the initial solicitation is made by the personnel in question. This obligation shall be valid during the entire duration of the Contract and for a period of 12 months following its termination for any reason whatsoever.

In the event that either Party fails to comply with this obligation, it undertakes to pay the other Party compensation equal to the gross salary that the personnel in question received during the 12 months preceding their departure..

15. General provisions

15.1. Assignment

The Client may not assign the Contract to a third party without the prior express consent of the Provider.

Notwithstanding the above, the Client is informed that all rights and obligations of the Provider under the Contract may be transferred to a third party, particularly in the event of a restructuring of the Provider, including but not limited to acquisition, merger/absorption, or partial asset transfer, or upon notification by the Provider. It is understood that in such cases, the entity taking over the Contract will be bound by the same rights and obligations as the Provider.

15.2. Independence of the Parties

The Client and the Provider enter into the Contract as independent contractors, both legally and financially. Therefore, the Contract shall not be construed as creating a joint entity, a commercial agency relationship, a common interest mandate, a de facto or de jure association, or an employer-employee relationship between the Parties. Each Party (i) hereby refrains from undertaking any commitment on behalf of the other Party, and (ii) remains solely responsible for its management decisions.

15.3. Entirety of the contract

The Contract represents the entire agreement between the Parties concerning its subject matter. It supersedes and replaces any prior documents and agreements between the Parties, and can only be modified through an amendment signed by the Parties.

15.4. Non-waiver

The fact that either Party does not enforce a breach by the other Party of any of its obligations under the Contract shall not be interpreted as a waiver of that obligation.

15.5. Customer Reference

As part of its commercial communication, the Provider may communicate about its relationship with the Customer. In this regard, the Customer hereby authorizes the Provider to use its company name and/or trademarks as a customer reference in its commercial or advertising materials, or during information seminars.

15.6. Anti-Corruption Law / Sapin II Law

The Provider declares that it complies with all provisions relating to the prevention of corruption, including the principles outlined in the Sapin II Law.

15.7. Methods

Each Party undertakes to perform the Contract in accordance with applicable laws and regulations, customary methods and practices in the profession, and the financial conditions stipulated in this Contract. The Provider alone determines the means, including the team, to be implemented for the performance of its obligations.

15.8. Audit

The Provider may, directly or through an authorized representative or

expert, conduct any audit it deems necessary to verify compliance with the conditions of use of the Solution. The Provider may immediately invoke any consequences resulting from the audit findings in the event of a violation of the granted rights of use under the Contract.

15.9. Personal data

The Parties undertake to comply with the provisions regarding the protection of personal data.

It is reminded that, in this regard, the Provider provides its services within a contractual chain whereby the Client legitimizes the legal basis on which the Provider collects and/or uses personal data.

The rights and obligations of each Party in this regard are specified in the "Data Processing Agreement" attached hereto, which fully forms part of the contractual relationship between the Parties.

15.10. Applicable law and jurisdiction

The Contract is governed by French law. The Parties acknowledge that they are not subject to the provisions of Law No. 93-122 of January 29, 1993, known as the "Sapin Law".

IN THE EVENT OF A DISPUTE ARISING BETWEEN THE PARTIES CONCERNING THE INTERPRETATION, APPLICATION, AND/OR EXECUTION OF THE CONTRACT, AND IN THE ABSENCE OF AMICABLE AGREEMENT BETWEEN THE PARTIES, EXCLUSIVE JURISDICTION SHALL BE VESTED IN THE COURTS OF PARIS, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY CLAIMS, EVEN FOR URGENT OR PROVISIONAL PROCEEDINGS.

1st January 2019 Version