



ADIKTEEV GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereafter the “**General Terms and Conditions**”) govern all the Services supplied by the Adikteev contracting entity as identified on the Purchase Order (hereafter “**ADIKTEEV**”) as ordered by the Client via a Purchase Order in relation to the roll-out of the Client’s Advertising Campaign. The Services provided by ADIKTEEV include consulting, formatting and assembly of Client Content, as well as the use of Adikteev Technology in order to publish the Client’s promotional message on a digital advertising medium, determined by a suite of algorithms. Such services are performed in accordance with the terms and conditions set out in the Purchase Order.

Unless otherwise expressly agreed by the Parties, any Purchase Order sent to ADIKTEEV shall be deemed to include the Client’s express acceptance of these General Terms and Conditions, to the exclusion of any other general terms and conditions appearing in any other document.

1. DEFINITIONS

Throughout these General Terms and Conditions, words or expressions beginning with a capital letter which have not been defined elsewhere shall have the following meanings:

“ ADIKTEEV ”	means, according to the information provided by the Purchase Order relating to the contracting company, Adikteev S.A., Adikteev GmbH or Adikteev Inc.;
“ Adikteev Network ”	means the network of advertising medium set up by ADIKTEEV and equipped with Adikteev Technology, enabling the publication of Client Advertisements on websites and/or Applications;
“ Adikteev Technology ”	means all of the APIs, SDKs, algorithms, software, portals, web services, mobile services, tools and technology developed by ADIKTEEV enabling the targeted and efficient publication of Client Advertisements.
“ Advertisements ”	means the promotional messages of the Client, intended to be published on an advertising medium via the Adikteev Technology;
“ Advertising Campaign ”	means any promotional initiative consisting of the publication of Advertisements via Adikteev Technology on a digital advertising medium on behalf of the Client;
“ Applications ”	means a program and/or software application developed by a publisher of advertising medium for specific use on Apple iPhone®, Apple iPod Touch®, Apple iPad® or Android terminals, and any bug fixes, updates, extensions, upgrades and new versions of said program and/or software application;
“ Client ”	means any advertiser, media agency or intermediary that sends a Purchase Order to ADIKTEEV;
“ Client Content ”	means the components (e.g. images, graphic charter, text, videos, slogans, colors, logos, trademarks, graphics and sounds) made available to ADIKTEEV by the Client in order to be reproduced or adapted via the Adikteev Technology as part of the performance of the Services;
“ Contract ”	means the entire contractual documentation comprising the applicable General Terms and Conditions, Special Terms and Conditions and Purchase Order, depending on the Services selected by the Client;
“ Cookies ”	means all devices (notably profiling and targeting devices) covered by Article 32-II of the French Data Act of 1978 set up by ADIKTEEV on the

	web desktop and web mobile for advertising purposes;
“Interface”	means ADIKTEEV’s back office interface to which the Client, where appropriate, may have access via its Client account, and where all detailed information in relation to the performance of the Services is made available to the Client;
“Parties”	means collectively ADIKTEEV and the Client;
“Purchase Order”	means an order placed by the Client stating the Adikteev Services selected, period of use, budget, price and any other applicable special terms or conditions;
“Services”	means the services ordered by the Client via the Purchase Order in relation to the roll-out of an Advertising Campaign, as defined in said Purchase Order. They include the use of advertising medium;
“Special Terms and Conditions”	means any additional special terms and conditions applicable to the Services in accordance with the provisions of the Purchase Order;
“User Data”	means the information and categories of personal data, determined, where applicable, by the Purchase Order or ADIKTEEV’s Privacy Policy, of users who view, purchase and browse on the Client’s websites as well as on other websites and Applications not belonging to the Client;

2. CONTRACT FORMATION

2.1 Term

The Contract is entered into for the full term of the performance of the Services set out in the Purchase Order.

If no fixed term is defined in the Purchase Order, the Services shall be provided to the Client for an indefinite period of time until terminated by one of the Parties in accordance with these General Terms and Conditions.

2.2 Required information

The Purchase Order shall state the Advertising Campaign’s budget, starting date, objectives and, where applicable, ending date.

In addition to any Purchase Order, the Client shall send to ADIKTEEV all technical information and instructions required to publish Advertisements using the Adikteev Technology, as well as the other information required by ADIKTEEV, including information for ADIKTEEV’s financial department.

2.3 Approval of Purchase Orders

Purchase Orders shall be executed subject to ADIKTEEV’s prior express approval.

To be approved by ADIKTEEV, ADIKTEEV must receive any Purchase Order at the latest seven (7) days before the expected publication date of the Client’s Advertisement(s).

The Client may submit to ADIKTEEV :

- an order by phone; or
- a Purchase Order by email, by sending its Purchase Order to legal@adikteev.com or, where applicable, to its usual ADIKTEEV contact.

2.4 General procedure

For the Purchase Orders accepted by ADIKTEEV, ADIKTEEV shall issue a written Service offer for the publication of the Advertisement(s), which shall be sent to the Client for acceptance and which shall remain valid for no more than seven (7) days.

The Client shall accept ADIKTEEV's offer by returning the offer, duly dated, signed and bearing the handwritten words "**agreed (bon pour accord)**", to the following email address: legal@adikteev.com or, where applicable, to its usual ADIKTEEV contact.

This acceptance shall be sent within seven (7) days following receipt of the offer.

The Contract shall be binding on the Client and ADIKTEEV as from the Client's acceptance of ADIKTEEV's offer, subject to the Client returning the offer to ADIKTEEV, duly dated and signed.

In case of any conflict between the Purchase Order, the Special Terms and Conditions and/or the General Terms and Conditions, the documents shall have the following order of precedence:

- the Special Terms and Conditions;
- the General Terms and Conditions; and
- the Purchase Order.

2. 5 Use of advertising spaces

By submitting a Purchase Order to ADIKTEEV, the Client mandates ADIKTEEV to use advertising medium, in its own name but on behalf of the Client, in order to publish Advertisements implemented, where applicable, via the Adikteev Technology, in accordance with the terms and conditions of the Services agreed to in the Purchase Order.

3. CONTRACT PERFORMANCE

3. 1 Delivery of Client Content

The Client shall provide ADIKTEEV with the Client Content required in order to publish the Advertisements, in accordance with the technical specifications determined in the Contract and with applicable practices (i.e. notably file size, file weight, animation in readable and compatible electronic format), at the latest five (5) days before the first publication date of the advertisement.

In the event the Client Content is delivered less than five (5) days before the initial publication date of the advertisement, ADIKTEEV shall, for Advertising Campaigns with a fixed ending date, extend the Advertising Campaign beyond the original end date, in order to comply with the terms set out in the Purchase Order. Notwithstanding the foregoing, if the Client Content is delivered late, ADIKTEEV shall, at its own discretion, and particularly given the delay in delivering the Client Content, reduce the number of digital print runs in proportion to the time remaining under the Advertising Campaign defined in the Purchase Order.

Should the Client fail to deliver any Client Content, ADIKTEEV shall not be required to publish the Advertisement; and, the Client shall, at least, remain liable for costs incurred with regard to the Services for any advertising medium not used.

3. 2 Client verification

With the exception of the cases where Adikteev uses an advertising medium outside the Aditkeev Network and for which the Client has prior approved the Client Content formatting work, the Client shall have access to and approve the display terms and conditions on the advertising medium of the Adikteev Network, as set out in the Purchase Order, via the simulation sent to him by an ADIKTEEV staff member before each of its Advertising Campaigns, or which may be viewed via the Interface, where applicable. The Client undertakes to notify ADIKTEEV of any non-compliance with the specifications set out in the Contract, within 48 working hours as from the Advertisement simulation being made available to it.

Beyond this point, the advertisement shall be deemed compliant with the terms of the Purchase Order.

3. 3 Roll-out of the Advertising Campaign

ADIKTEEV undertakes to use the Adikteev Technology in accordance with the terms and conditions set out in the Purchase Order and, in particular, with the agreed publication conditions with regard to the Advertising Campaign (e.g. compliance with the advertising medium universe defined by the Client).

Unless expressly agreed between the Parties, ADIKTEEV grants no exclusivity to the Client over the advertising medium or the Adikteev Technology used in relation to the publication of the Client's Advertisements.

3.4 Roll-out report

The Client acknowledges that ADIKTEEV makes available detailed information regarding the roll-out characteristics of its Advertising Campaigns, via reports sent to the Client during the implementation of the Advertising Campaigns or, where applicable, made available on the Interface.

The Client acknowledges that the roll-out reports made available shall be used as a valid reference by both Parties in the event of any disputes.

4. INTELLECTUAL PROPERTY

4.1. Prior rights

The Parties shall respectively retain full ownership of all intellectual property rights that protect (i) text, drawings, images, illustrations or other components appearing on their commercial and/or technical documents; (ii) their trademarks, logos, names, acronyms, colors, graphics and other distinctive signs appearing on the components supplied as part of the execution of the Services; (iii) their respective software applications, programs and documentation, and (iv) their existing know-how as of the date hereof.

4.2. Rights granted to the Client

The Client acknowledges ADIKTEEV's rights over the ADIKTEEV trademarks and logos and undertakes in particular to respect them and refrain from altering them. The Client acknowledges that ADIKTEEV grants the Client no ownership and/or rights to use with regard to trademarks and/or logos.

ADIKTEEV hereby grants the Client a revocable, limited, worldwide, non-exclusive, non-sublicensable, non-transferable license to use the Interface via its Client account. The Client shall not alter or attempt to alter the Interface, creating derivative works from the Interface, decompiling or disassembling the Interface.

Given that the right to use the Interface is granted on a strictly personal and contractual basis, the Client may not assign or grant third parties the right to use the Interface, in any form whatsoever.

4.3. Rights granted to ADIKTEEV

Throughout the term of the Contract, the Client hereby grants ADIKTEEV a worldwide non-exclusive license, free of charge, to (i) use, modify, adapt and reproduce the Client Content and to (ii) use and reproduce the Client's trademarks and logos, for the purposes of the performance of the Services and the publication of the Client's Advertisement on all digital advertising medium within and outside the Adikteev Network, as set out in the Purchase Order.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties of the Client

The Client represents that it will ensure full responsibility for obtaining all necessary rights and authorizations for the publication of any Advertisements following one of its Purchase Orders. The Client, in particular, represents and warrants that the content of its Advertisement will not infringe any applicable intellectual property or proprietary rights, or violate any applicable law or regulation (relating notably to advertising, marketing, competition, or rights of the press) and includes no defamatory or harmful content of any kind with regard to third parties.

The Client represents, in particular, that the third-parties the Client uses for the processing of personal data in connection with the Contract (such as tracking partners and Application developers) have all the necessary rights and authorizations, and that notably they validly collect or benefit from the consent of the Internet users for the implementation of Cookies and the processing of Internet user's personal data for advertising and marketing purposes (including when these activities include profiling and retargeting for advertising purposes).

The Client shall indemnify, defend, and hold ADIKTEEV harmless from any consequence of legal actions, proceedings, appeals, allegations, harm (direct or indirect) and related costs and expenses, arising from any third party claim alleging the infringement of their intellectual property rights and/or the non-compliance with applicable laws, regulations and business practices, by the Advertisement published in accordance with one of the Client's Purchase Orders.

5.2 Representations and warranties of ADIKTEEV

ADIKTEEV shall make its best efforts to ensure that the Services are performed in accordance with the terms and conditions of the Purchase Order.

However, given the characteristics of the Services' performance, ADIKTEEV does not warrant that the objectives defined in the Purchase Order will be reached at 100% and/or that the budget defined by the Client in the Purchase Order will be used in full during the performance of the Advertising Campaign.

6. PERSONAL DATA PROCESSING

In order to supply the Services, ADIKTEEV collects and processes User Data on behalf of the Client and on its own behalf.

Each Party undertakes to comply with its respective statutory obligations in terms of personal data processing in connection with the Contract.

6.1 Processing of User Data on behalf of the Client and use of Cookies

As part of the performance of the Services, ADIKTEEV acts as the data processor of the User Data collected on behalf of the Client by way of Cookies integrated on the Client's websites.

a. Use of Cookies

Regarding Cookies set up by ADIKTEEV on behalf of the Client on the Client's websites, the Client undertakes to comply with its statutory obligations to inform users and obtain their prior consent. In this respect, the Client may include the link <https://www.adikteev.com/cookies> in its Cookies information notice so as to redirect the users to procedure for objecting to the storage of Cookies.

b. Processing of personal data

ADIKTEEV shall only process personal User Data collected on behalf of the Client upon the Client's documented instruction, solely for the purposes required for the performance of the Services in accordance with the Purchase Order and for the term set by the Purchase Order.

ADIKTEEV shall ensure that access to User Data collected on behalf of the Client is restricted to (i) members of its own personnel requiring access to said data in order to perform the Services and, where applicable, (ii) the portion of the User Data strictly necessary for the execution of said personnel's assignments relating to the performance of the Services.

ADIKTEEV shall ensure that the persons authorized to process User Data have personally undertaken to keep such data confidential, or that they are subject to an appropriate statutory non-disclosure obligation.

ADIKTEEV shall implement appropriate technical and organizational measures in order to ensure a level of security appropriate to the risk and protect User Data from accidental or unlawful alteration, loss, destruction, unauthorized disclosure and/or unauthorized access.

ADIKTEEV undertakes to notify the Client, at the earliest opportunity, any breach of User Data, as soon as it becomes aware thereof (*i.e.* state the nature of the breach, the estimated number of data subjects affected by the breach, the categories and approximate number of User Data concerned, the likely consequences of the breach and the measures taken, or proposed to be taken by ADIKTEEV, to mitigate its possible adverse effects and the details of the contact person able to provide information with regard to the breach). Similarly, ADIKTEEV undertakes to notify the Client of any claim of a data subject relating to the processing of his/her User Data for the purposes of performing the Services and any injunction or order issued by a regulatory, administrative and/or judicial authority relating to the processing of User Data for the purposes of performing the Services.

ADIKTEEV agrees to cooperate with the Client to ensure the latter's obligations in terms of User Data security, notification of a User Data breach, communication of such breach to the data subjects affected, the implementation of an assessment of the impact and, where applicable, of a prior consultation of the competent supervisory authority. In addition, ADIKTEEV undertakes to make available to the Client the information necessary to demonstrate compliance with the latter's obligations laid down in this Article 6.1 (b) and cooperate in the implementation of an audit by the Client, or by an auditor appointed by the Client, within the limit of one (1) audit per year and subject to notification by the Client with a fifteen (15) days' prior notice, except in the case of an audit requested by a supervisory authority.

ADIKTEEV further undertakes to make its best efforts to assist the Client in ensuring compliance with its obligations to respond to requests for access, rectification, deletion, limitation of processing or opposition to processing received by the Customer in connection with the performance of the Services.

The Client hereby authorizes ADIKTEEV to use the services, solely as required for the performance of the Services, of processors included in the following lists <https://www.adikteev.com/sub-processors> and <https://www.adikteev.com/eu/publishers-networks-sub-processors/>. The Client hereby authorizes ADIKTEEV to use the services of new processors, subject to prior notification of the Client by ADIKTEEV with fifteen (15) day notice prior to the change of processor. If the Client objects to the change of processor notified, the Client may, throughout the period of notice, terminate the relevant Purchase Order by sending an email at legal@adikteev.com

or, where applicable, to its usual ADIKTEEV contact. The termination of the Purchase Order shall be effective at the end of a 24-hour period following the termination notice. If the Client does not terminate within the notice period, this formalizes the consent of the Client to the notified change of processor.

In any event, where ADIKTEEV uses the services of a processor, the latter shall be, by way of contract, bound to comply with the same obligations to which ADIKTEEV is bound in terms of User Data processing under this Article 6.1 (b).

Upon termination of the Service and at the choice of the of Client, ADIKTEEV shall delete all the User Data collected on behalf of the Client and in ADIKTEEV's possession or shall return such data to the Client and destroy all existing copies.

6. 2 Processing of User Data by ADIKTEEV on its own behalf and use of Cookies

ADIKTEEV is the data controller for User Data collected via profiling and targeting Cookies for advertising purposes set up on its own behalf on the Client's websites.

a. Use of profiling and targeting Cookies for advertising purposes

The Client undertakes, on behalf of ADIKTEEV, to inform the users of Client's websites of the existence and use of profiling and targeting Cookies for advertising purposes and to obtain and document said users' prior and informed consent for each of its websites. Furthermore, the Client shall inform users of its websites of the procedure for objecting to the storage of Cookies.

For this purpose and only if the Cookies set up by ADIKTEEV on its own behalf are used on its website, the Client shall include the following hyperlink <https://www.adikteev.com/cookies> relating to the effective means to object to the use of Cookies.

If Cookies other than the Cookies set up by ADIKTEEV are included on the Client's website, the Client undertakes to redirect the user to a page dedicated to the effective means to object to the cookies, where shall be included the hyperlink <https://www.adikteev.com/cookies> to a page on ADIKTEEV's website setting out how to disable the Cookies.

b. Processing of personal data

The Client acknowledges and undertakes not to use on its own behalf and/or on behalf of third parties, in any way whatsoever, User Data collected by ADIKTEEV. In any event, the Client acknowledges and undertakes to process, upon ADIKTEEV's documented instruction only, the categories of User Data collected by ADIKTEEV on its own behalf and to which ADIKTEEV may grant him access to facilitate the performance of the Services by ADIKTEEV. Such data may be processed during the term determined by the Purchase Order only.

The Client shall ensure that, where applicable, access to User Data collected by ADIKTEEV on its own behalf is restricted to (i) members of its staff requiring access to said data in order to facilitate the performance of the Services by ADIKTEEV and, where applicable, (ii) the portion of the User Data strictly necessary for the execution of said staff members' assignments in order to facilitate the performance of the Services by ADIKTEEV.

The Client shall ensure that the persons authorized to process User Data have personally undertaken to keep such data confidential, or that they are subject to an appropriate statutory non-disclosure obligation.

The Client shall implement appropriate technical and organizational measures in order to ensure a level of security appropriate to the risk and protect User Data from accidental or unlawful alteration, loss, destruction, unauthorized disclosure and/or unauthorized access.

The Client undertakes to notify ADIKTEEV, at the earliest opportunity, any breach of User Data, as soon as it becomes aware thereof (i.e. state the nature of the breach, the estimated number of data subjects affected by the breach, the categories and approximate number of User Data concerned, the likely consequences of the breach and the measures taken, or proposed to be taken by the Client, to mitigate its possible adverse effects and the details of the contact person able to provide information with regard to the breach). Similarly, the Client undertakes to notify ADIKTEEV of any claim of a data subject and/or any injunction or order issued by a regulatory, administrative and/or judicial authority relating to the User Data processing within the frame of the performance the Services by ADIKTEEV.

The Client undertakes to cooperate with ADIKTEEV to ensure the latter's obligations in terms of User Data security, notification of an User Data breach, communication of such breach to the data subjects affected, the implementation of an assessment of the impact and, where applicable, of a prior consultation of the competent supervisory authority. In addition, the Client undertakes to make available to ADIKTEEV the information necessary to demonstrate compliance with the latter's obligations laid down in this Article 6.2 (b) and cooperate in the implementation of an audit by ADIKTEEV or by an auditor appointed by ADIKTEEV.

The Client further undertakes to make its best efforts to assist ADIKTEEV in ensuring compliance with its obligations to respond to requests for access, rectification, deletion, limitation of processing or opposition to processing received by ADIKTEEV in connection with the performance of the Services.

The Client undertakes not to transfer User Data to its subcontractors, unless ADIKTEEV has given its prior written consent, and only as required in order to facilitate the performance of the Services. In any event, where the Client uses the services of a processor, the latter shall be, by way of contract, bound to comply with the same obligations

to which the Client is bound, in terms of User Data processing, under this Article 6.2 (b).

Upon termination of the Services and at the choice of ADIKTEEV, the Client shall delete all the User Data collected by ADIKTEEV on its own behalf and in the Client's possession or shall return such data to ADIKTEEV and destroy all existing copies.

7. LIABILITY

7.1 Client breach

The Client's failure to comply with its obligations to deliver the Client Content within the specified timeframes, in accordance with the technical specifications set out in the Contract and with current practices in the business (i.e. in particular the file size, file weight and animation in readable and compatible electronic format) and free of technical faults, shall release ADIKTEEV from all liability regarding the performance of the Contract and deprives the Client from any right to termination or claim compensation.

Furthermore, the Client shall remain liable to pay the entire invoice for the Services performed by ADIKTEEV.

7.2 Force Majeure

ADIKTEEV shall be released from its obligation to publish advertisements following the occurrence of any unforeseeable circumstances or force majeure event, or any event caused by a third party or any other external or independent cause to ADIKTEEV, directly or indirectly preventing it from fulfilling its obligations.

Under these circumstances, any delay or failure to publish advertisements shall not be used as grounds for cancellation of the Purchase Order by the Client, nor grant the Client a right to claim damages.

In the case the force majeure event terminates, the performance of the Purchase Order will resume within 7 days as from the end of the force majeure event.

However, if the force majeure event lasts for more than 15 calendar days, each Party may terminate the Purchase Order, to the extent affected by the force majeure event, by sending a termination notice to the other Party by e-mail. In this respect, the Client shall send the termination notice to ADIKTEEV by e-mail at legal@adikteev.com or, where applicable, to its usual ADIKTEEV contact. The termination shall be effective at the end of a 24-hour period following the termination notice.

7.3 Limitation of liability

ADIKTEEV'S ENTIRE LIABILITY, FOR ALL EVENTS TRIGGERING ANY LIABILITY WITH RESPECT TO THE PURCHASE ORDER, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT ADIKTEEV SHALL NOT BE LIABLE FOR THE INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, ADIKTEEV SHALL NOT BE LIABLE FOR THE COMMERCIAL DAMAGES, LOSS OF ORDERS, LOSS OF CLIENTS, LOST OPPORTUNITY, BUSINESS DISRUPTION OF ANY KIND, LOST PROFITS, DAMAGE TO THE CLIENT'S BRAND IMAGE AND, IN PARTICULAR, ANY LEGAL ACTION TAKEN AGAINST THE CLIENT BY A THIRD PARTY.

8. PRICE

8.1 Applicable price

The price applicable to one or several Advertisements shall be the price in force at the time when ADIKTEEV sends its Service offer. This price shall remain applicable throughout the Contract.

8.2 Taxes and technical costs

Taxes and technical costs such as, in particular, the typesetting costs and postage, are not included in the applicable price. These taxes and costs shall be borne entirely by the Client and shall be directly and separately invoiced to the Client.

9. PAYMENT TERMS

9.1 Invoicing

Unless otherwise provided in the Purchase Order, invoices are prepared on a monthly basis from the first publication date of the Advertisement covered by the Contract. The corresponding invoice shall be sent to the Client by ADIKTEEV.

The invoice shall include the price of the Services and, where applicable, the price for the use of any advertising medium. Any applicable taxes shall be added to the total price in the invoice. Invoices are to be paid by the Client by bank check or bank transfer no later than thirty (30) days as from the invoice date, unless otherwise provided for in the Purchase Order.

In order to provide the Client with the utmost transparency, detailed information for each of its Advertising Campaigns shall be made available via the Interface, where applicable. To access this information, the Client must provide the Advertising Campaign reference number as stated on the invoice issued for the Advertising Campaign.

9.2 Payment default

Any failure to pay an invoice by the due date shall grant ADIKTEEV the right to suspend the performance of the Contract and shall automatically give rise to late payment fees, at a rate of interest equal to three times the statutory interest rate applied to the unpaid amounts.

In addition, ADIKTEEV may, at its own convenience, accelerate the due date for all amounts owed by the Client in respect of the services already executed, without the need to perform prior formalities. All overdue amounts owed to ADIKTEEV by the Client shall incur and accrue interest at three times the statutory interest rate as from the payment default by the Client.

Pursuant to Article L. 441-6 of the French Commercial Code, in the case of late payment the €40 fixed fee for recovery costs shall be borne by the Client. When said recovery costs exceed the €40 fixed fee, ADIKTEEV may request an additional fee, upon provision of supporting documents.

10. CONTRACT EXPIRY AND TERMINATION

10.1 Contract expiry

The Contract shall expire on the date set forth in the Purchase Order.

If no end date is indicated in the Purchase Order, the Contract shall expire at the end of a 24-hour period following the termination notice sent by the Client to ADIKTEEV, via email to legal@adikteev.com or, where applicable, to its usual ADIKTEEV contact.

10.2 Termination

In the event of a material breach by a Party of one of its obligations under the Contract, the other Party shall be entitled to automatically terminate the Contract after notification of such breach by registered letter with acknowledgment of receipt, if such breach has not been remedied within thirty (30) calendar days.

Such termination shall be sent via registered mail with acknowledgment of receipt.

Notwithstanding the foregoing, ADIKTEEV may terminate the Contract effective immediately by sending an email to the Client, confirmed by a registered letter with acknowledgment of receipt, in the event that the Client breaches the clauses of the General Terms and Conditions listed below:

- **4.2** relating to rights granted by ADIKTEEV to the Client;
- **4.3** relating to rights granted by the Client to ADIKTEEV;
- **5.1** relating to Representations and Warranties; and
- **6.2** relating to the processing of User Data by ADIKTEEV on its own behalf and the use of cookies for desktop and mobile web services.

11. GENERAL PROVISIONS

11.1 Modifications requested by the Client

Once the Purchase Order has been accepted, Client requests for modification, postponement or cancellation of all or part of the Contract must be sent to ADIKTEEV in writing, by sending an email to legal@adikteev.com or, where applicable, to its usual ADIKTEEV contact, at least fifteen (15) days before the date of the first publication set out

in the Contract.

Beyond this deadline, the Client shall perform the Contract as stipulated.

If a request is made to ADIKTEEV by this deadline, ADIKTEEV may accept such request in full or in part, in which case it shall send the Client an amendment to be approved within seven (7) days as from receipt thereof, under the terms and conditions of Clause 2. 3 above.

11. 2 Entire agreement

The Contract represents the entire agreement between the Parties and shall prevail over any other prior agreement, commitment, representation or contract entered into between the Parties and having the same purpose, whether written or oral.

11. 3 Severability

If one of the clauses and/or provisions of the Contract is declared invalid or unenforceable by a judicial or administrative authority, such invalidity or unenforceability shall not entail the invalidity of the rest of the Contract. All other clauses and/or provisions of the Contract shall remain in force.

11. 4 Non-waiver

If either of the Parties fails to demand the application of any of the Contract's clauses, or tolerates the non-performance of a clause, whether on a permanent or temporary basis, this shall not be interpreted as a waiver by this Party of the rights conferred on it by said clause.

11. 5 Non-disclosure

Throughout the term of the Contract, the Parties hereby agree and undertake to keep the Contract and all information shared by the Parties in relation to the performance thereof confidential, unless the other Party has granted its prior written consent to do otherwise. By way of exception, either Party may make necessary disclosures, after the other Party has been informed in advance, whenever possible, (i) in order to comply with a request made by a judicial or administrative authority or (ii) in order to assert its rights before the courts.

Confidentiality shall not apply to information in the public domain or that becomes known to the public, provided that this is not the result of a breach of the non-disclosure obligation of the Party having received such information.

Both Parties hereby agree to ensure that their staff members, and all subcontractors enlisted by either Party for the performance of the Contract, comply with the non-disclosure obligation.

Said non-disclosure obligation shall remain effective for a period of three (3) years following the Contract's termination or expiration.

11. 6 Jurisdiction and governing law

These General Terms and Conditions are governed by the laws of France.

Any and all disputes relating to the formation, interpretation or performance of the Contract or of any contract referring to the Contract shall be heard exclusively by the Paris Commercial Court.