

**ADVERTISERS' GENERAL TERMS AND CONDITIONS**

**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

Applying to the RETARGETING Solution SaaS offers and "REMARKETING Audience extension" offer, including the 2 Month Free Trial Offer

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## **1–PREAMBLE**

The company ADRENALEAD publishes, hosts and provides clients with a marketing advertisement platform called “Notifadz Delivery Platform” (NDP). Designed and developed by ADRENALEAD to provide clients with a Web Push Notification-based solution to manage and broadcast advertisement campaigns, this platform is available online, and accessible via the link [www.notifadz.com](http://www.notifadz.com).

## **2–PURPOSE OF THE ADVERTISERS’ TERMS AND CONDITIONS**

These General Conditions of Sale are legally valid as a contract. This document aims to govern the Advertiser’s subscription to advert marketing services via Notifadz Delivery Platform (NDP) and its Web Push Notification-based advertising network published, hosted and provided BY ADRENALEAD.

This Web Push Notification-based advertising network helps the Advertiser to promote their services, their products and their brand, to achieve various objectives: branding, visibility, authorisations, website traffic increase and sales.

These General Conditions of Sale are applicable, without any distinction, to all ADRENALEAD businesses and service price grids. The Conditions of Sale shall prevail over any other document, in any event of a contradiction of clauses.

## **3–DEFINITIONS**

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

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.

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”.

Web Push Notifications (WPN) : These refer to information notifications 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. They 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.

as well as subsequently with regard to the notification management functionalities fitted to its devices.

Web Push Notification Subscribed User: refers to any web user having agreed to receive information in the form of Web Push Notifications, via a technical request generated by Notifadz on the Advertiser website (also called Opt-in). These users constitute the advertiser's database, this database is the property of the Advertiser.

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/Editors/Advertising Networks to design, record and broadcast advertising campaigns. Amongst others, the platform enables to track the number of displays, clicks and leads generated on behalf of the Advertiser.

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 approval (opt-in). This is done by clicking 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.

ACV: Annual Contract Value

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.

Retargeting Advertisement Campaign This corresponds to an advertisement practice at the intention of a website user, although such user did not make any purchase or transformation, depending on the intended objective. Most common retargeting advertising 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. Retargeting 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, Retargeting campaigns enable Advertisers to broadcast an information or marketing

campaign for their services, via Notifadz, to all or part of the Web Push Notifications subscribers who connected on their domain.

It corresponds to our RETARGETING Solution SaaS Offer

Remarketing 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, remarketing 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. It corresponds to our "REMARKETING Audience extension" offer

#### **4-SUBSCRIPTION TO THE SERVICE AND ACCEPTANCE OF THE ADVERTISERS' GENERAL TERMS AND CONDITIONS**

Should the Advertiser or their representative create an account on [www.notifadz.com](http://www.notifadz.com) on behalf of their company, such creation shall be construed as full and unreserved understanding and acceptance of these ADVERTISERS' GENERAL TERMS AND CONDITIONS, as well as ADRENALEAD's business terms and price grids in force.

The Advertiser declares that they have legal capacity to engage in a contract.

#### **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 collect and to send Web Push Notifications through an Internet connection Network. ADRENALEAD will host, maintain and ensure the platform's proper functioning and security.

Adrenalead is the exclusive owner of the SaaS Web Push Notification software "Notifadz" available through the NDP Platform and owns all the related rights, and in particular license and concession. As such, Adrenalead grants the Advertiser the right to use its Notifadz program for the duration of the contract.

The Advertiser must use this service in accordance with its purpose and needs, and in compliance with the conditions of use. Specifically, the Service's operating license is granted for the sole and limited purpose of allowing the Advertiser to use the Solution.

Regardless of the circumstances, the Advertiser 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, components and soft skills provided, analysis, unpacking, modification, adaptation, copy, reproduction. The Advertiser undertakes not to communicate the login credentials provided to them for purposes of accessing the Service to any third party.

The NDP platform enables the Advertiser to broadcast its advertisement campaigns via Web Push Notifications. Use of the service is billed according to the terms defined in the Quote.

### **1.RETARGETING SaaS Solution Offer**

In this context, the Advertiser uses Notifadz as a platform for creating, managing and distributing self-service advertising campaigns. The Advertiser creates for this purpose a user account within the Notifadz platform, which gives him access to the SaaS platform for collecting subscribed users and the possibility of sending Web Push Notifications to the Advertiser's own subscribers.

In this context, the Advertiser builds up a base of subscribed users who have agreed (opt-in) to be contacted by Web Push Notifications. These campaigns are named "Web Push Notifications retargeting campaigns".

### **2.REMARKETING Audience extension offer**

As part of this offer, the Advertiser has the possibility to activate advertising campaigns aimed at promoting its offers to visitors to its site who are not present in its user base subscribed to Web Push Notifications; but which are present in the subscribers to the web push network Notifadz. The content of these notifications may be the same or different from those of retargeting campaigns.

### **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 solution properly operational.

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

ADRENALED must keep the Advertiser 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 Advertiser must be kept aware of all technical issues resulting from the Internet network, as well as all possibly ensuing service interruptions.

ADRENALEAD may not be held responsible for possible interruptions or slowdowns in the service.

ADRENALEAD further undertakes to implement effective controls to ascertain reasonable measures that the Service may be used as set out in the T&C.

## **7–OBLIGATIONS OF ADRENALEAD**

ADRENALEAD undertakes to:

-Ensure proper functioning of the “NDP” platform, to enable Advertisers use this technology solution in good condition and in accordance with the provisions of the media buying model agreed upon, as well as within the scope of the relevant Advertisement Order.

-Across the duration of the Advertisement Order, Save and Store all computer data providing for the number of Clicks and prints made by web users on behalf of the Advertiser via the Web Push Notification Advertising network.

-Secure constant online availability of statistics on the programme implementation, that is, the number of Clicks from subscribers within the Web Push Notification’s advertising network and the corresponding price, in accordance with the provisions of article 16 of the General Conditions of Sale.

-Use the Advertiser’s brand for all written, video, computer or audio material needed to execute the service, across the term of the advertisement Order, and within all countries concerned by the Insertion Order

## **8–OBLIGATIONS OF THE ADVERTISER**

The Advertiser declares that they are in full capacity to subscribe to ADRENALEAD’s service offer.

The Advertiser thus undertakes to:

- Provide ADRENALEAD with all information and all material needed for the performance of the services (digital files with hyperlinks, icons, notices and advertisement banners as well as all relevant codes) in order to establish a link between the Parties.
- Guarantee ADRENALEAD’s freedom to choose the appropriate channels for collecting the Advertisement contents delivered.
- Carry out business in compliance with the law applicable to them, including labour law and social security law, intellectual and corporate property rights, regulations governing the digital processing of personal data and, more broadly, all laws in force.
- Clear all payments due, in accordance with the conditions set out in article 17 herein below.
- Hold ADRENALEAD free from any possible consequences ensuing from partial or total inaccuracy of information and material communicated for the provision of the required services, and keep ADRENALEAD safe from any claim that a third party may avail themselves of, under the signature or execution of the Advertisement Order.

- Provide all needed material, information and contents that do not violate any third party's privacy or intellectual property rights,
- Comply with all national and international laws on the collection, processing and storage of data, as well as the exploitation of all data disclosed through clicks, under this Contract. Also, take all actions required by the applicable laws and conform to all legal provisions associated with their business activity, without any possibility of a claim against ADRENALEAD, whom the Advertiser undertakes to keep free from any third party claims in this regard.

## **9–SERVICE PROVISION DEADLINE**

ADRENALEAD undertakes to provide the ordered services with due diligence and care, and to suggest most suitable deadlines to the Advertiser.

However, these deadlines are for information purposes only. As such, possible delays in the execution of the services may not result in a deduction or a cancellation of the ongoing orders, nor any compensation for damage. That notwithstanding, if ADRENALEAD has not remedied to a default, for any reason other than force majeure, two months after a formal notice was sent to them on the date indicated as deadline to execute the service, the Service may then be terminated at the request of either Party. In all considerations and cases, the Advertiser may claim on-time performance of the Service only if they have duly fulfilled all their obligations towards ADRENALEAD.

## **10– DELIVERY AND COUNTING**

The “NDP” platform keeps a count of the number of displays, clicks and leads generated by the broadcasting of Web Push Notifications (WPN) on behalf of the Advertiser.

10.1 Billing methods for the use of the NDP platform are defined in §17 of this agreement.

10.2 Recording of advertisement history

The platform will record all advertisement prints, clicks and leads made by a web user via Web Push Notification.

10.3 Invoicing conditions

Amounts indicated in the Advertisement Order (IO) are expressed excluding VAT and, eventually, excluding all taxes possibly due at the time of the advertisement campaign.

Amounts indicated are inclusive of discounts and deductions which ADRENALEAD may have to make. The rates are expressed on a net basis, in accordance with the rates communicated to the Advertiser. Consequently, all fee, taxes, duties or other services payable in application of the French law or regulations or those of any other country shall be borne by the Advertiser.

#### 10.4 Provision of statistical and financial information

ADRENALEAD undertakes to provide the Advertiser with all financial and technical information, upon the Advertiser'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 Advertiser should be exclusively aimed at verifying the consistency of statistical data provided by ADRENALEAD. The Advertiser will support all expenses relating to controls made in application of the article hereof.

In the event of a dispute on the part of the Advertiser, the latter may initiate, at its expense, an expert audit aimed at checking the data provided by ADRENALEAD and the conditions of execution of this contract.

### **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 25 May 2018 on the protection of natural persons with regard to the processing of personal data and the free communication of such data,(GDPR). 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.

As part of the provision of Web Push Notification Services, in their capacity as Data Controller, ADRENALEAD undertakes to comply with laws applicable to the use of cookies and website trackers. The General Conditions of Sale signed by the Advertiser to use the NDP platform Web Push Notification marketing service binds them to comply with the regulation on Personal Data protection when communicating such personal data to ADRENALEAD, in compliance with the provisions of the law in force and after authorisation

from the concerned users. As such, the Advertiser undertakes, amongst other, to set a 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, in accordance with the CMP (Consent Management Platform) device of the marketing industry, with the aim of taking into account web users' rights and ensure accurate and transparent information on the purpose of data collection, processing and their recipients, as well as to ensure users' effective capacity to exercise their right of withdrawing their consent for the processing of their personal data.

## **12-LIMITATION OF RESPONSIBILITY**

Mindful of the type of service provided, ADRENALEAD's obligation is an obligation of means. The latter thus endeavours to make their best possible efforts to provide the Advertiser with the number of Media Buying Units agreed upon, in accordance with the special conditions stipulated in the Advertisement Order. However, this does not constitute a guarantee that the company will be able to provide the ordered volumes. ADRENALEAD undertakes 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 Advertiser 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 that may be involved in the provision of the service. Hence, ADRENALEAD shall not be held responsible for any defaults in the Internet network, search engines or websites which they may use for the purposes of their Services.

Within agreed deadlines, the Advertiser undertakes to provide ADRENALEAD with all information and documents needed for the proper completion of the services and the suitable understanding of any problems ensuing.

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

If proven, ADRENALEAD's responsibility shall be limited to the payment of a sum (excluding VAT) set at most at half the total sum (excluding VAT) effectively paid by the Advertiser for the service provided by ADRENALEAD and payable on the date stipulated in a claim sent by registered letter with acknowledgement of receipt.

All claims from the Advertiser relating to the exercise 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 Advertiser.

Especially, but without limitation, ADRENALEAD shall not be held responsible for any loss of profits or loss of data suffered by the Advertiser, nor any damage suffered or any 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 Advertiser 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 Advertiser, such events being considered as cases of force majeure.

In case the Advertiser 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 Advertiser'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 Advertiser.

ADRENALEAD may, in no event, have their responsibility engaged for using material, information and content provided to them or sent by the Advertiser, or for executing any other decisions or instructions received by the latter, as part of the Service. The Advertiser 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 Advertiser 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 validity term of these General Conditions of Sale, the Advertiser undertakes not to have the Services performed directly or indirectly by any company other than ADRENALEAD.

Either Party undertakes 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 this 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–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 hire for the performance of services.

#### **15–COMMUNICATION**

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

In the same vein, the Advertiser 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 Advertiser grants ADRENALEAD a limited and non-exclusive right to use and reproduce the names, logos, denominations, brands and domain names used by the Advertiser 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 profit to the press, across the duration of this contract and beyond. In case ADRENALEAD so requires, the Advertiser 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 advertising 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 Advertiser grants ADRENALEAD the authorisation to reproduce the Advertiser'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.

## **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, 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 Advertiser, ADRENALEAD may, if necessary, authorise the contestant to carry out an audit on the evidence at the Advertiser's expense.

Across the duration of the advertisement order, ADRENALEAD undertakes to save and store all computer data tracking the number of Clicks and prints made by web users on behalf of the Advertiser via the Web Push Notification Advertising network.

## **17–INVOICING & TERMS OF PAYMENT (BILLING)**

To calculate billable amounts, only statistics generated by the Notifadz platform shall be valid, regardless of the channel through which the advertisement campaigns are broadcasted, unless a fixed fee is agreed.

Invoices are sent on a monthly, quarterly or annual basis, including net services, as agreed in the Service Agreement. The Advertiser declares that they have been informed and agree that, throughout the relationship between the Parties, ADRENALEAD is the only receiver for all sums due under the Advertiser's affiliation program(s) registered on the "NDP" platform.

As a result, the Advertiser refrains from making any direct payment to any party other than ADRENALEAD. In any event, if such payment is made in violation of this prohibition, the Advertiser shall be held to clear this same payment to ADRENALEAD.

Payments must be made, in Euro, except stated otherwise in special provisions, before the deadlines indicated upon the delivery of invoices.

Payments shall be made by money order, cheque or bank transfer.

At the order confirmation stage, the Advertiser may be required to make a deposit on the total amount of the order.

Unless otherwise provided for in the special conditions of the Service, Invoices shall be payable within 30 days from the date of issue of the invoice. No discount shall be granted for early payment.

A fixed recovery penalty of €40 shall apply in any event of failure to pay the invoice on the due date. Late payment interests are set at ten times the legal interest rate.

ADRENALEAD reserves the right to request guarantees or cash settlement before the execution of orders, at any time, in the event of any doubts of deterioration of the Advertiser's financial status or in the event of uncertainty about the Advertiser's solvency.

In the event of proven late payment or in case of cessation of activity, transfer of funds, dissolution, receivership, insolvency or any other event that may result in the non-payment of the service, all sums due, even in the long term, shall automatically become immediately payable, without need for any formal notice, evidence or other prior formality, regardless of the method of payment indicated and without prejudice to ADRENALEAD's rights and remedies.

In any such event, ADRENALEAD also reserves the right to suspend all current orders, without prejudice to any other legal action.

Similarly, non-payment on the due date shall automatically induce the payment of interest calculated on the basis of the bank's overdraft rate in force, increased by 3%, without prior formalities.

In case of instalment payment, failure to clear payment for one instalment shall automatically result in the immediate payability of the total amount owed and increased to the above indicated interest rate.

Any non-performance of their obligations by the Advertiser endows ADRENALEAD with the right to stop their own services. Any recovery by litigation automatically entails, at the expense of the Advertiser, an indemnity set at 20% of the amount (including VAT) of unpaid invoices on their due date.

This increase is set as a general clause, in accordance with the articles of the new Code of Criminal Procedure.

## **19–DURATION OF SERVICES, TERMINATION**

These ADVERTISERS' GENERAL TERMS AND CONDITIONS shall come into force on the date they are accepted by the Advertiser or their representative, and shall be valid for a period of twelve (12) months, renewable tacitly for the same duration. The ADVERTISERS' GENERAL TERMS AND CONDITIONS may be terminated with a notice of termination sent by one of the parties to the other, by registered letter with acknowledgement of receipt sent one (1) month before the expiry of the current term. Termination of the contract shall entail closure of the Account.

In the event that the Advertiser benefits from a trial period, the contract will be terminated automatically at the end of the software trial period, unless a continuing paid contract is signed by the customer.

The duration of the services is defined in the Special Conditions and, in any case, runs only as from the receipt of the Insertion Order as dated and signed by the Advertiser.

In case the services covered by this contract are not completed at the end of the period indicated, the Contract will be extended for the period needed to provide the remaining Advertisement Purchase Units.

Each of the parties may immediately terminate the contract in the event of cessation of activity of one of the parties, cessation of payment, receivership, judicial liquidation or any other situation with the same effects, after a formal notice sent to the receiver (or liquidator) remained without response, for a month, in accordance with the legal provisions in force.

In the event of expiration or contract termination, the contract relationship shall automatically cease on the same date. ADRENALEAD will be released from its obligations relating to the subject matter of this contract.

In the event that the Advertiser terminated the contract, the latter shall be held to pay all unpaid sums due for services performed as of the effective date of the termination.

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

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

Should the Advertiser breach the contract repeatedly, their account shall be closed by ADRENALEAD without prejudice to all claims that may be formulated in compensation for the 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 Advertiser.

In the event that the advertiser has benefited from the service as described in article 5.2, the Parties agree that the database of Web Push Notification subscribers shall still be usable by ADRENALEAD, under the conditions provided for in this article.

## **20–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, without limitation to wars, riots, fire, strikes and accidents of all kinds occurring in ADRENALEAD's premises or in those of its suppliers or partners, as well as any event by which ADRENALEAD may not be supplied with services by their own suppliers.

## **21 – NON-SOLICITATION OF EMPLOYEES**

The Advertiser undertakes not to hire members of ADRENALEAD's staff, nor take any preliminary steps in this direction without ADRENALEAD's prior formal written consent. This obligation shall not be valid a year after ADRENALEAD's last service.

In the event of a breach of this clause, the Advertiser 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.

## **22 – INTUITU PERSONAE**

These General Conditions of Sale are entered into, intuitu personae, with the Advertiser who is the sole beneficiary of the services provided and made available to them on the basis of a personal, punctual, non-transferable and non-exclusive right of use. The Advertiser 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.