

## General Terms of Business for TIMEONE – PUBLISHING

Updated on 02/11/2021

### Article 1: Scope of application

The company TIMEONE - PUBLISHING, hereinafter referred to as "TIMEONE - PUBLISHING", is a SASU with a capital of 37,000 Euros, registered in the Natterre Trade and Companies Register under the number 499 813 822, with its registered office at 114 Rue Victor Hugo - 92300 LEVALLOIS PERRET, FRANCE.

TIMEONE PUBLISHING markets various types of services on the Internet to its Clients aimed at generating qualified leads for advertisers. These General Terms and Conditions of Business govern, without restriction or reservation, all contractual relations between TIMEONE PUBLISHING and its Clients.

The fact of ordering a Marketing Campaign from TIMEONE - PUBLISHING implies full and complete acceptance of these General Terms and Conditions of Business, which is expressly recognised by the Client, who definitively waives the right to rely on any contradictory document and, in particular, on his own general terms and conditions of purchase.

In accordance with the regulations in force, TIMEONE - PUBLISHING reserves the right to derogate from certain clauses of these General Conditions of Business, depending on the negotiations conducted with the customer, by drawing up Special Conditions of Business.

TIMEONE - PUBLISHING may also draw up category-specific General Terms and Conditions of Business, derogating from these General Terms and Conditions of Business, depending on the type of client concerned, determined on the basis of objective criteria. In this case, the General Terms and Conditions of Business apply to all operators meeting these criteria.

It is understood that TIMEONE - PUBLISHING is free to enter into contracts with advertisers competing with the customer, as the ordering of a Marketing Campaign does not confer any exclusivity on the Client.

### Article 2 – Definitions

"Post-Impression Action": an action (purchase, registration, validation of a form, etc.) carried out by a User.

The Post-Impression Action can be carried out by the User directly, after the latter has opened the Client's Website following consultation of the page of the TIMEONE PUBLISHING Website or the dematerialised medium on which the Client's promotional item was displayed.

" Client " means, within the meaning of these General Terms and Conditions of Business, the legal entity or individual and its staff acting exclusively in a professional capacity who have subscribed to the Service.

"User": a natural person acting on his or her own behalf and for his or her own needs who uses the Websites operated by TIMEONE PUBLISHING.

"Service": TIMEONE PUBLISHING operates websites on which the Internet user carries out a Post-Impression Action. TIMEONE - PUBLISHING then offers its service to the Client by sending him these prospect sheets.

"Prospect sheets": Request filled in by the user.

"Marketing Campaign": the marketing campaign developed by a Client in order to define the nature of the Promotional Services that it is seeking and the Remuneration terms.

"Remuneration": remuneration owed by the Client.

"Promotional services": the different services for the promotion of for websites, services and products that the Clients may use on the Internet.

"Partner": Any natural or legal person who has concluded an affiliation contract with TIMEONE - PUBLISHING in order to provide Promotional services for the benefit of TIMEONE - PUBLISHING's Websites in return for remuneration. The Partner may be the owner or operator of a Website or a Traffic provider.

"Website": all of the pages that constitute the Website belonging to a Partner, a Client or TIMEONE – PUBLISHING.

"Traffic": audience acquisition services on the Internet.

## Article 3 - Description of the Timeone Publishing service

TIMEONE PUBLISHING markets the following services to its Clients:

- services for collecting qualified prospects on the Internet; TIMEONE PUBLISHING offers the User the possibility of filling in request forms, in particular for car tests, contact with real estate, training, hearing diagnosis and any other product offered by TIMEONE - PUBLISHING.

These forms will constitute prospect sheets that TIMEONE PUBLISHING will transmit to the Client, by various means of transmission, such as; emulation, webservice, export or any other secure method of transmission defined at the time of setting up the partnership, so that the Client can get in touch with the User and present its products.

It is specified that the requests for information are established in accordance with a set of criteria predefined by the Client, under its exclusive responsibility.

- services for the promotion of sites, services or products on the Internet and in particular :

o redirection links to the Client's Internet sites

o advertising banners;

o retargeting /remarketing;

o coregistration ;

o white-labelling / co-branding;

o search engine / HTML scripts.

## Article 4 – Orders

### 4.1. - Placing an order by the Client

Prior to placing any order, the Client must read and accept all of TIMEONE - PUBLISHING's General Terms and Conditions of Business, which can be found on its Website: <https://publishing.timeonegroup.com>.

To order a Marketing Campaign, the Client or its authorised representative must submit an order form to TIMEONE - PUBLISHING. The order form must be signed by the Client or, where applicable, by its authorised representative.

The order form specifies in particular:

- the identity of the Client ;
- where applicable, the identity of the Client's authorised representative;
- the characteristics of the Client's Marketing Campaign;
- the nature and the terms of execution of the service ordered by the Client;
- the period of performance of the service ordered by the Client;
- the nature and amount of the remuneration due to TIMEONE PUBLISHING.

A sale is not complete until TIMEONE - PUBLISHING has accepted the order form in writing.

An objective may be associated with the performance of the Service by TIMEONE PUBLISHING (number of qualified prospects collected, number of visits, number of actions, etc.). It is expressly specified that this objective does not impose any obligation of result on TIMEONE PUBLISHING.

The Client may not claim from TIMEONE - PUBLISHING any sum or compensation for failure to achieve the objective set out in the order form at the end of the Marketing Campaign.

If the objective set out in the order form is achieved before the Marketing Campaign expires, the Marketing Campaign will automatically end.

### 4.2. - Mandate

Optionally, the Client may appoint an advertising agency to order and manage its Marketing Campaign in the name and on behalf of the Client.

The mandate must imperatively give rise to the conclusion of a written contract between the Client and the commissioning agency. This contract must comply with the provisions of Articles 20 et seq. of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law.

A copy of the agency agreement must be attached to the Client's Marketing Programme purchase order.

On behalf of and for the account of the Client, the agent shall manage and control the invoicing. If he has been appointed to do so, he shall ensure that the Remuneration is paid on time.

In accordance with the dispositions of Article 25 of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law, TIMEONE – PERFORMANCE's invoices are always sent to the Client. A copy of the invoices is sent by TIMEONE - PERFORMANCE to the agent.

In the event of non-payment of TIMEONE - PERFORMANCE invoices by the agent who has received a mandate to this effect, the Client is obliged to pay directly to TIMEONE - PUBLISHING the entire Remuneration due, even if he has already sent the agent sums with a view to their transfer to TIMEONE - PUBLISHING.

### 4.3. - Modification of orders

Any modifications to orders requested by the Client can only be taken into account, within the limits of TIMEONE PUBLISHING's possibilities and at its sole discretion, if they are notified in

writing. TIMEONE PUBLISHING's acceptance of a modification request from the Client can only be made in writing.

#### **4.4. - Orders cancellation**

Any request to cancel an order must imperatively be made in a letter sent by the CLIENT by recorded delivery with a return receipt.

In case of order cancellation by the Client, for any reason whatsoever, more than four (4) weeks before the launch date of the Marketing Campaign provided for by the order form, the CLIENT will be liable towards TIMEONE PUBLISHING of an amount corresponding to 30% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason, four (4) weeks or less before the launch date of the Marketing Campaign provided for in the order form, the Client shall be liable towards TIMEONE PUBLISHING of an amount corresponding to 50% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason whatsoever, during the period of the Marketing Campaign's realization, the Client will be liable towards TIMEONE PUBLISHING of a amount corresponding to 100% of the Remuneration provided, as damages, unless the terms of the order include specific provisions in terms of an exit clause which the Client may have.

For the purposes of this article, the number of Impressions, Clicks, Post-Redirection Actions or Post-Impression Actions taken into account to calculate the expected Remuneration corresponds to the objective defined in the order form.

## Article 5 – Marketing Campaign

### **5.1. - Promotional services**

As an indication, it is specified that the various Promotional services that may be carried out by the constellation of TIMEONE - PUBLISHING Websites, within the framework of their participation in a Marketing Campaign, are notably the following:

- emulation ;
- redirection links to the Client's Websites;
- advertising banners ;
- emailing campaign;
- retargeting /remarketing;
- coregistration ;
- white-label / co-branded ;
- XML feed / product catalogue;
- search engine / HTML scripts.

### **5.2. - Characteristics of the Marketing Campaign**

The characteristics of the Marketing Campaign are defined by the Client.

For each Marketing Campaign, the Client must specify :

- the Promotional Services it wishes to use;
- the launch date and duration of the Marketing Campaign;
- the rules of participation in the Marketing Campaign;
- any special instructions to TIMEONE PUBLISHING.

#### **5.2.1. - The nature and the terms of execution of the promotional service are specified in the Client's order form.**

In order to enable the execution of the Promotional service ordered, the Client undertakes to make available to TIMEONE PUBLISHING all necessary promotional elements.

For the entire duration of the Promotional service and exclusively for the purpose of this service, the Client grants TIMEONE PUBLISHING a right of use of its brand and the distinctive signs attached to it.

**5.2.2.** - If the remuneration due to TIMEONE PUBLISHING depends on the number of visits or actions carried out by Internet users after being redirected to the Client's Website from TIMEONE PUBLISHING's or its partners' Websites, TIMEONE PUBLISHING will record and keep, according to the methods of its choice, the data relating to the visits and actions carried out by Web users on the Client's Website.

The number of visits and the number and nature of actions carried out by Web users on the Client's Website are determined exclusively from the recordings made by TIMEONE PUBLISHING. The Client is prohibited from contesting the recordings made by TIMEONE PUBLISHING and may not demand any other proof of the visits and actions made by Web users.

**5.2.3.** - In order to enable the recording of actions carried out by Web users after being redirected to the Client's Website from TIMEONE PUBLISHING's Websites or its partners, the Client undertakes to place a link (tag) provided by TIMEONE PUBLISHING on its Website.

Activation of the link (tag) must not depend on the website from which the web user comes or on his previous Internet journey.

If the Client is technically obliged to make activation of the link (tag) conditional on the origin of the web surfers visiting its Website or on their previous Internet journey, it undertakes to :

- communicate to TIMEONE PUBLISHING, prior to carrying out the Promotional service, its rules for deduplication and attribution of actions carried out by web users on its Website;
- provide TIMEONE PUBLISHING with all the information and cooperation necessary to enable TIMEONE PUBLISHING to determine the actions carried out by web surfers after being redirected to the Client's internet site from TIMEONE PUBLISHING's or its partners' Websites.

The Client will be obliged to maintain the link (tag) provided by TIMEONE PUBLISHING on its Website.

If the Client withdraws the link (tag) provided by TIMEONE PUBLISHING, the remuneration due by the Client during the period of withdrawal of the link (tag) will be determined in the following manner

- application of a theoretical transformation rate of 0.7%: the number of Post-redirection or Post-Impression Actions will correspond to 0.7% of the number of Clicks or Impressions recorded by the Platform of TIMEONE - PUBLISHING or its Partners.

**5.2.4.** - Each month, TIMEONE PUBLISHING will send the Client, by e-mail, a computer file specifying all the visits and actions recorded during the previous period.

Upon receipt of this file, the Client will have a period of twenty calendar (20) days to validate or reject the actions recorded by TIMEONE PUBLISHING.

If the Client fails to respond within this period, all the actions recorded by TIMEONE PUBLISHING will be definitively validated.

Any request for rejection must be accompanied by the corresponding supporting documents.

TIMEONE - PUBLISHING reserves the right to appoint a qualified auditor to check the deduplication and attribution rules for clicks and actions implemented by the Client. The Client undertakes to allow the appointed auditor to carry out the necessary investigations and in particular to examine and make a copy of the activity reports listing the actions recorded.

This audit will be carried out under the following conditions:

the Client will be notified of the auditor's date of intervention at least ten (10) working days before the scheduled date;

the auditor will carry out the audit at the Client's offices where the activity reports are kept, during normal business hours.

the customer undertakes to provide reasonable assistance to the auditor appointed by TIMEONE - PUBLISHING to carry out the assignment.

The costs of carrying out the audit will be borne by TIMEONE - PUBLISHING. However, in the event that the audit reveals a lack of compliance by the Client with the deduplication and attribution rules for clicks and actions communicated to TIMEONE - PUBLISHING, the costs of the audit will be borne exclusively by the Client.

In any case, the Client may not reject more than 30% of the shares registered by TIMEONE PUBLISHING.

### **5.3. - Tracking**

**5.3.1** - The Client authorises TIMEONE - PUBLISHING to implement the Tracking tool to record Impressions, Clicks, Post-redirection or Post-print Actions, as well as the browsing behaviour of Internet users on the Client's Internet Site. The Client expressly consents to the implementation of the Tracking tool on any of the Client's Websites that are the subject of a Marketing Campaign.

The Client authorises TIMEONE - PUBLISHING to use all the Tracking data collected in this way in order to:

determine the amount of the Remuneration due by the Client;

improve its tracking and advertising targeting technology, in the interest of the Client;

to create behavioural profiles.

These behavioural profiles are the exclusive property of TIMEONE - PUBLISHING, which alone has the right to use them.

**5.3.2** - In order to verify the proper functioning of Tracking in the context of the Marketing Campaign and after having informed the Client, TIMEONE - PUBLISHING may carry out Tracking tests on the various actions provided for in the order form.

Within the framework of these tests, TIMEONE - PUBLISHING may be required to place orders and make payments (online orders, subscriptions, etc.). Upon written request from TIMEONE - PUBLISHING accompanied by proof, the Client undertakes to cancel the orders and to reimburse the payments made by TIMEONE - PUBLISHING in the context of the tracking tests.

If the Client fails to cancel and reimburse, the amounts paid by TIMEONE - PUBLISHING during the Tracking tests will be invoiced to the Client.

### **5.4. - Obligations of TIMEONE - PUBLISHING in the context of the implementation of the Marketing Campaign**

**5.4.1.** TIMEONE - PUBLISHING undertakes to promote the Client's Marketing Campaign by whatever means it deems necessary.

TIMEONE - PUBLISHING undertakes to regularly inform the Client of any difficulties it may encounter during the period of implementation of the Marketing Campaign.

**5.4.2.** If the Remuneration depends on the number of Post-redirection or Post-Impression Actions, TIMEONE - PUBLISHING undertakes to provide technical assistance to the Client to enable it to install the Tracking tool referred to in Article 4.2.4. of these General Terms and Conditions of Business on its Website.

**5.4.3.** Throughout the duration of the Client's Marketing Campaign, TIMEONE - PUBLISHING undertakes to record and keep, in the manner of its choice, the Impressions, Clicks, data relating to the origin of Internet users, as well as the number and nature of Post-redirection or Post-Impression Actions carried out by Internet users on the Client's Website.

## Article 6 - Remuneration owed by the Client

### **6.1. - Determination of the Remuneration by the Client**

The nature and calculation methods of the Remuneration owed by the Client, in the context of the Marketing Campaign, are freely determined by the Client.

The nature and calculation methods of the Remuneration owed by the Client are specified in the order form.

The Remuneration owed by the Client may in particular be based on the number of Impressions or Clicks or the number of Post-redirection or Post-Impression Actions carried out by web surfers on the Client's Website.

### **6.2. - Billing of the Remuneration**

During the first ten (10) days of each month, TIMEONE PUBLISHING will send the Client, by electronic and postal means, an invoice for the remuneration due by the latter for the previous month.

Where applicable, this invoice will specify the qualified leads or visits/actions invoiced to the Client.

### **6.3. - Payment of the Remuneration**

The full price of the invoices issued by TIMEONE PUBLISHING must be paid within thirty (30) days of their date of issue.

Invoices issued by TIMEONE PUBLISHING must be paid by the Client or, where applicable, by his authorised representative, by bank transfer or cheque.

If the agent fails to pay TIMEONE PUBLISHING's invoices, the Client is obliged to pay TIMEONE PUBLISHING directly the full amount of the remuneration due, even if the client has already sent the agent sums to be paid to TIMEONE PUBLISHING.

In the event of late payment by the Client or its authorised representative, TIMEONE PUBLISHING will automatically be liable for late payment penalties from the day following the date on which the invoice is due, without any formality or prior notice. These will be calculated on the basis of a rate equal to the interest rate applied by the ECB to its most recent refinancing operation plus 10 percentage points.

In addition to the late payment penalties provided for above, if the Client or its authorised representative fails to pay the full amount of the invoice at the end of a period of one month from the due date, it will owe TIMEONE PUBLISHING compensation equal to 25% of the outstanding balance excluding VAT. This compensation is due by operation of law, without prior notice.

## Article 7 - Timeone liability

### **7.1. - Liability of TIMEONE PUBLISHING**

**7.1.1. -** TIMEONE PUBLISHING undertakes to ensure that its Websites, as well as the Websites of its partners involved in the performance of the service ordered by the Client, do not contain any content that is illicit or contrary to good morals, as well as any content likely to infringe the rights of third parties and in particular intellectual property rights.

**7.1.2. -** TIMEONE PUBLISHING undertakes to comply with all the regulations applicable to the protection of personal data and in particular to put in place sufficient technical and organisational measures to ensure adequate security.

**7.1.3. -** The Client declares and acknowledges that TIMEONE - PUBLISHING cannot be held responsible for any direct or indirect harmful consequences resulting from a malfunction or temporary suspension of the services provided by TIMEONE - PUBLISHING. The customer therefore refrains from claiming from TIMEONE - PUBLISHING any sum or compensation in this respect.

## **7.2. - Client's liability**

The Client is solely responsible for :

- the content published on its Website ;
- the products and services offered or provided on its Website.

The Client undertakes to comply with all applicable regulations on the protection of personal data and in particular to put in place sufficient technical and organisational measures to ensure adequate security.

The Client is solely responsible for all the harmful consequences that may result from failure to comply with any of the obligations imposed on him by this article.

The Client guarantees TIMEONE - PUBLISHING against any recourse against it in this respect by any third party whatsoever.

## **Article 8 - Communication**

TIMEONE - PUBLISHING will have the possibility of communicating to the public, the press and its commercial contacts about the existence of the commercial collaboration with the Client, without, however, specifying the particular conditions, in particular financial conditions, set out in the order form. On a precarious basis and exclusively for the purpose of communicating the existence of the commercial collaboration with the Client, TIMEONE - PUBLISHING is authorised to use the Client's brand and the distinctive signs attached to it.

Similarly, the Client will have the possibility of communicating to the public, the press and its commercial contacts about the existence of the commercial collaboration with TIMEONE - PUBLISHING, without, however, specifying the particular conditions, in particular financial conditions, set out in the order form. On a precarious basis and exclusively for the purpose of communicating the existence of the commercial collaboration with TIMEONE - PUBLISHING, the Client is authorised to use the TIMEONE - PUBLISHING brand and the distinctive signs attached to it.

## **Article 9 - Miscellaneous**

The fact that one of the parties has not demanded the application of any clause of these General Terms and Conditions of Business, whether permanently or temporarily, shall not be considered as a waiver of the rights of that party arising from the said clause.

The nullity of one of the stipulations of the present General Terms and Conditions of Business is not likely to lead to the cancellation of the contract itself, unless it concerns essential and determining stipulations of the parties' consent and its cancellation is likely to call into question the general balance of the contract.

The present General Terms and Conditions of Business, as well as all the contractual relations that they aim to govern, are subject to French law.

Any dispute relating to the interpretation and application of these General Terms and Conditions of Business shall fall within the exclusive jurisdiction of the Courts of the registered office of TIMEONE - PUBLISHING.