



ADVERTISER TERMS AND CONDITIONS

Produced by the law firm Simon & Associés – 47 avenue Monceau – 75008 PARIS

The Social Company has developed the skwad (formerly #TheSocialRace) platform allowing advertisers to put advertising campaigns, local collabs and shop & share online to which Internet users and influencers, who are members of the skwad platform, participate by posting information about the different advertising and informative services on their personal pages on social networks. The participants thus assure the promotion of the advertiser's products and services to their community.

The purpose of these Terms and Conditions is to determine the terms and conditions under which the advertiser's Campaign / Local Collab / Shop & Share will be carried out on the skwad (formerly #TheSocialRace) platform and the mutual obligations of the parties in this framework.

ARTICLE 1 - DEFINITIONS

The following terms and phrases, when capitalized, whether in the singular or plural, will have the meaning assigned to them in this **Article 1**, unless otherwise expressly provided in the body hereof.

“Account”	means the personal space created by a User on the Platform under the conditions defined in the TCP. The creation of an Account does not imply any obligation to participate in Campaigns / Local Collabs / Shop & Share, but participation in a Campaign / Local Collab / Shop & Share cannot be made without first creating an Account. Once an Account has been created, the User becomes a Participant, and the Participant will be able to participate in the Campaign / Local Collab / Shop & Shares.
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<p>“Advertiser”</p>	<p>means indiscriminately (i) any professional (brands, services, service providers, etc.) who wishes to promote its brand, its products and/or its services via the Platform within the framework of a Campaign / Local Collab / Shop & Share or (ii) the professional's media agency, that is to say the agency contacted by the professional for the purpose of advising it on the strategies and choices of media planning and which plays the role of agent in the purchasing procedures of advertising spaces.</p>
<p>“Application”</p>	<p>means the software application "skwad (formerly #TheSocialRace)" produced and provided by The Social Company, which gives access to the Services, and is available in the “Apple Store” of Apple and the “Google Play Store” of Google to be downloaded by the Participant on Participant’s Apple iOS and/or Android device. The Application also includes the Contents, software, programs, tools (of programming, navigation, etc.), databases, operating systems, documentation and all other elements and services that constitute the Application, as well as updates and new versions that may be made to the Application by The Social Company.</p>
<p>“Briefing”</p>	<p>means the characteristic elements defined by the Advertiser for carrying out the Campaign / Local Collab / Shop & Share, as described in the Article 4.1. of the Terms and Conditions. The Briefing determines the participation conditions of the Participants in the Campaign / Local Collab / Shop & Share.</p>
<p>“Budget”</p>	<p>means the amount that the Advertiser allocates for a Campaign / Local Collab / Shop & Share, and which will be paid to The Social Company under the conditions defined in the Article 5. of the Terms and Conditions.</p>
<p>“Campaign / Local Collab / Shop & Share”</p>	<p>means an advertising or promotional operation initiated by an Advertiser and implemented through the Platform, in which any Participant can participate, for which a Fund is defined.</p>
<p>“Commission”</p>	<p>means the remuneration, defined in the Article 5. of the Terms and Conditions, The Social Company receives in exchange for the accomplishment of its mission in the context of the coordination of Campaigns / Local Collabs / Shop & Shares.</p>

<p>“Content (s)”</p>	<p>means, but is not limited to, the structure of the Website and the Application, the editorial content, the texts, the drawings, the illustrations, the images, the graphics, the photographs, the graphic charters, the brands, the logos, the acronyms, the corporate names, the audiovisual works, the multimedia works, the animations, the visual content, the audio, video and sound content, as well as any other content present on the Website and the Application and/or any other element making up the Website and the Application.</p>
<p>“Fund”</p>	<p>means the amount intended, for each Campaign / Local Collab / Shop & Share, to be distributed among the Participants under the conditions defined in the Article 4.3. of the Terms and Conditions. The Fund is equal to the amount of the Budget less the amount of the Commission, which the Advertiser expressly acknowledges and accepts.</p>
<p>“Participant”</p>	<p>means a User with a personal page on one or more Social Networks, who participates in Campaigns / Local Collabs / Shop & Share on the Platform via their Account. The Participant must necessarily have an Account to participate in a Campaign / Local Collab / Shop & Share.</p>
<p>“Party”</p>	<p>means individually and collectively The Social Company and the Advertiser.</p>
<p>“Platform”</p>	<p>means the platform “skwad (formerly #TheSocialRace)”, designed and exploited by The Social Company, available online and accessible to Users in both the Website and the Application, whose objective is to allow Advertisers to distribute Campaigns / Local Collabs / Shop & Share, in which Participants can participate under the conditions defined in the TCP and the Article 4. of the Terms and Conditions.</p>
<p>“Post”</p>	<p>means the posts (images, texts, etc.) made by the Participants that they share/publish on their personal pages on the Social Networks in the context of the Campaigns / Local Collabs / Shop & Share. The number of authorized Posts on each Campaign / Local Collab / Shop & Share can be limited. The number of authorized Posts will be specified to Participants on the page dedicated to the Campaign / Local Collab / Shop & Share on the Platform. To date, the maximum number (according to the basic method) of authorized Posts per Participant and per Campaign / Local Collab / Shop & Share is one Post. This number may change, especially in the event that The Social Company implements methods</p>

	that benefit the Participants giving them the right to register additional Posts, which the Advertiser acknowledges knowing and accepts in advance.
“Services”	means the different functionalities and services proposed by the Website and the Application.
“skwad”	Means the French verbal brand “skwad (formerly The Social Race)”, registered in the French Patent Office (<i>Institut National de propriété intellectuelle</i> in French) by The social Company, on November 29 of 2022, with number 4917050 and 4916981 in the class 35-41-42.
“Social Networks”	means the social networks in which the Participants have a personal page such as Facebook, Instagram, TikTok, LinkedIn, etc., in which they publish the Posts in the context of the Campaigns / Local Collab / Shop & Shares.
“Terms and Conditions”	means these Terms and Conditions of partnership produced by The Social Company and setting forth the conditions under which the Advertiser's Campaign / Local Collab / Shop & Share will be implemented on the Platform and in which Participants shall participate. The Advertiser acknowledges that the Terms and Conditions apply to any Campaign / Local Collab / Shop & Share, accepts them, and agrees to comply with them.
“Terms and Conditions of Participation (TCP)”	means the general terms and conditions of participation to which Participants agree prior to their participation in a Campaign / Local Collab / Shop & Share, accessible on the Website and the Application, in their latest version.
“The Social Company”	<p>means the company The Social Company, a simplified joint-stock company with a capital of €1,000, with the unique identification number 882 345 267 - RCS MONTPELLIER, whose headquarters is located at 77 rue Port de Carême in PEROLS (34470).</p> <p>The Social Company has designed and developed the Website and the Application (together composing the Platform), which are managed and exploited by the company.</p>

<p>“The Social Race”</p>	<p>means the French verbal brand “The Social Race”, registered by The Social Company in the French Patent Office (<i>Institut National de Propriété Industrielle</i> in French) on May 4, 2020, under the number 4644360 in class 35.</p>
<p>“Tokens”</p>	<p>has its sense in the Article 4.3. of the Terms and Conditions.</p>
<p>“User”</p>	<p>means any Internet user, natural or legal person, in particular Advertisers and Participants, using the Website and/or the Application (for Participants) to obtain information and/or propose Campaigns / Local Collabs / Shop & Share and/or participate in Campaigns / Local Collabs / Shop & Share after creating an Account.</p>
<p>“Website”</p>	<p>means the website hereinafter designated and its subdomains, exploited and managed by The Social Company, giving access to the Services, accessible through the following address: www.skwad.com connected to the Application. The Website contains also the Contents, the software, the programs, the tools (program tools, navigation tools, etc.), the databases, the operative systems, the documentations and any other element and service that forms it, the updates and new versions that The Social Company may install on the Website.</p>

ARTICLE 2 - DEFINITION OF THE RELATION BETWEEN THE PARTIES

The Social Company has developed the Platform, whose goal is to propose Participants to participate, under the form of a race, in Campaign / Local Collab / Shop & Shares proposed by the Advertiser. Participants choose to participate or not in the Campaign / Local Collab / Shop & Share.

In order to participate in the Campaign / Local Collab / Shop & Share, the Participant must follow the briefing defined by the Advertiser and publish Posts on their personal pages of their Social Networks. These Posts are then uploaded to the Participant’s Account so they are taken into consideration in the race. Depending on the suitability and the visibility of the Posts published by the Participant, he/she gets Tokens, which allow him/her to obtain the totality, or a part of the Fund defined by the Advertiser, the totality under the conditions defined in the **Article 4.3.** of the Terms and Conditions.

To ensure the promotion of its brand, its products and/or its services, the use of the Platform allows the Advertiser:

- to have access to Participants and therefore to a database of suitable profiles, a group of customers / a market more relevant than the one they could have had access on their own (or in any case not without having made a specific effort to this end);
- to define the specifications of its Campaign / Local Collab / Shop & Share through the Briefing submitted to The Social Company and published on the Platform, saving on the individual research, identification and contact of the people and sources who specialize in spreading the aforementioned Campaign / Local Collab / Shop & Share on social media.

The service of The Social Company adheres to allowing the Advertiser to spread its Campaign / Local Collab / Shop & Share through Posts, making reference to the Campaign / Local Collab / Shop & Share and respecting the Briefing, published by the Participants on the Social Networks. The Social Company does not interfere with the Participants to highlight the Campaign / Local Collab / Shop & Share of the Advertiser.

The Social Company reserves the right to refuse the spread of a Campaign / Local Collab / Shop & Share on the Platform in the defined conditions in the **Article 4.1.** of the Terms and Conditions.

ARTICLE 3 - SCOPE OF APPLICATION, ACCEPTANCE AND MODIFICATION

The terms and Conditions apply to every Campaign / Local Collab / Shop & Share that the Advertiser requests to spread on the Platform.

The Social company sends the Terms and Conditions to the Advertiser through e-mail, to the e-mail address the Advertiser indicates.

The Advertiser acknowledges to know the Terms and Conditions before the validation of the Campaign / Local Collab / Shop & Share in the conditions defined in the **Article 4.1.** of the Terms and Conditions. The validation of the Campaign / Local Collab / Shop & Share counts as explicit acceptance from the Advertiser on the Terms and Conditions without any restriction, nor reserve, to the exclusion of any condition, and in particular of any other document, prospectus, catalog or photograph that appears on the platform -which only have a soft value -, with the exception of prior, express, and written derogation.

The contractual relationship between The Social Company and the Advertiser will be determined by the Terms and Conditions.

Applicable Terms and Conditions are those in force at the time of the validation of the Campaign / Local Collab / Shop & Share by the Advertiser.

The Social Company may modify the Terms and Conditions at any moment and without prior notice. The Advertiser acknowledges and accepts this in advance.

ARTICLE 4 - CONDITIONS OF IMPLEMENTATION OF CAMPAIGNS

4.1. CHARACTERISTICS OF THE CAMPAIGN

The Advertiser describes an advertising action from which it wants the Platform to be one of its distribution channels.

The Advertiser designs a Briefing that submits to the Social Company through the following e-mail address: sales@skwad.com

The Briefing composes the following elements:

- The Advertiser must **imperatively** submit the following elements for the Campaign / Local Collab / Shop & Share to be deployed on the Platform (if this obligatory information is not provided, the Campaign / Local Collab / Shop & Share shall not be displayed on the Platform):
 - The Campaign / Local Collab / Shop & Share description: The Advertiser must describe the essential characteristics of the service and/or the product and/or its brand, and the goal of the Campaign / Local Collab / Shop & Share, that is the message the Advertiser wants to promote;
 - the amount of Budget, from which the Fund will be defined, that is the sum of money the Advertiser allocates to each Campaign / Local Collab / Shop & Share;
 - the starting date of the Campaign / Local Collab / Shop & Share on the Platform;
 - The mandatory conditions that every Post made by the Participant must respect: On a case-by-case basis depending on the goal of the Campaign / Local Collab / Shop & Share (description of the brand and/or product and/or service that the Advertiser wants to promote, purpose of the Campaign / Local Collab / Shop & Share, number of followers required, specifications to highlight, keywords to quote, etc.);
 - the tags (# and @) and accounts that Participants and Posts must identify;
 - the participation criteria for the Campaign / Local Collab / Shop & Share: sex (male/female/other), rage of age, geolocation, areas of interest;
 - a selection of visuals (especially photographs and/or videos) that (i) enables Participants to illustrate the Campaign / Local Collab / Shop & Share and see the product and/or service and/or the brand in question and that (ii) the Participants will be able to download as visual aid of their Post;
 - the number of followers the Advertiser wants on the Participants' community, and the authorized Social Networks for the spread of the Posts;

- the limit of money that each Participant can obtain per Post on the Campaign / Local Collab / Shop & Share. Beyond this limit, the Post will not be able to generate more money from the Fund.
- the Advertiser can submit the following **optional** additional elements:
 - One or more examples of post to help Participants with the creation of their Post (recommended);
 - a “*click and share*” option, which means an example of a post that Participants can simply repost/share on their Social Networks.

The submission of the totality of optional elements is not mandatory for the uploading of the Campaign / Local Collab / Shop & Share on the Platform.

It is specified, of which the Advertiser acknowledges being informed, that the more detailed and complete the Briefing put online for the Campaign / Local Collab / Shop & Share is, the more:

- the Campaign / Local Collab / Shop & Share is likely to increase Participants’ interest for the race and therefore the impact of the Campaign / Local Collab / Shop & Share;
- the Posts made by the Participants will be pertinent and in conformity with the expectations of the Advertiser.

Regarding the submitted elements that compose the Briefing, the Advertiser:

- is informed about the Participants conserving certain editorial independence in the creation and content of their Post (especially in their speech), which the Advertiser accepts; therefore, the Briefing shall not provide information that would go against this principle. For example, the Briefing will not be able to indicate, among the criteria to follow on each Post, that the Participant will have to pose with the product in a specific way, or dictate a precise format and description that go with the Post;
- declares, acknowledges, and accepts that the Advertiser is responsible for all the published Campaign / Local Collab / Shop & Shares, the Advertiser has the authorization for sharing and provide the content put on the Briefing that will be broadcasted on the Platform, the Advertiser is in compliance with the law in force and that its service and/or/ product exists and is in compliance with the description made, just as its brand is valid and registered;
- undertakes to be the owner of the copyright of this content and in any case can oppose its spread on Social Networks by the Participants;

- acknowledges that the duration of the Campaign / Local Collab / Shop & Share depends on the responsiveness of the Participants and the pertinence of their Post, taking into account that Campaigns / Local Collabs / Shop & Share put online on the Platform are conceived indeed as a race, in the detailed conditions in the **Article 4.3.** of the Terms and Conditions.

Upon receiving the Briefing, The Social Company will have a period of thirty (30) days to decide on the request for uploading the Campaign / Local Collab / Shop & Share of the Advertiser on the Platform; after this period, the request will be considered as refused.

The Social Company reserves the right, at its discretion, to refuse a Campaign / Local Collab / Shop & Share, in particular if it deems that this one is contrary to its editorial policy and/or its image and/or its reputation (if it contains, for example, characteristic elements related to drugs, sex, violence, etc.).

The Social Company validates the Campaign / Local Collab / Shop & Share request by sending an e-mail to the e-mail address that the Advertiser indicates.

If The Social Company validates the Campaign / Local Collab / Shop & Share, The Social Company engages to launch it on the date settled with the Advertiser, which can differ from the one specified on the Briefing, depending on the agreements between the Parties.

4.2. MISSION OF THE SOCIAL COMPANY

As part of the implementation of the Campaign / Local Collab / Shop & Share, The Social Company agrees to:

- create a page dedicated to the Campaign / Local Collab / Shop & Share on the Platform, which must respect the elements transmitted by the Advertiser in the Briefing and be accessible and visible to Users;
- allocate to the Participants' Posts the number of stars obtained according to the pertinence of the Post, including it in the calculation of the number of Tokens won by the Participant, under the conditions defined in **Article 4.3.** of the Terms and Conditions;

The Advertiser acknowledges that Participants personalize their Posts and cannot impose very strict criteria on them. The Briefing and the appreciation of the Post in view of the Briefing is only made considering the established indications to best highlight the products and/or services of the Advertiser.

- ensure a moderation service on the Participants' Posts. The Social Company verifies multiple times a day that the content of the Posts is not contrary to the Terms and Conditions and the TCP, and that Participants' behavior is consistent with the fair usages of the activity. In this respect, the Advertiser has the right to inspect the Participants and will be able to report to The Social

Company any observation on a Participant whose behavior is deemed to lead to affect the Advertiser's image and/or the image of the products and/or services and/or brand;

- make and send to the Advertiser within fifteen (15) days following the end of the Campaign / Local Collab / Shop & Share a report including:
 - o the list of the totality of Posts made by Participants on Social Networks,
 - o the amount of profits in euros that Participants obtained and,
 - o the distribution of the Fund among them.

The Social Company may propose additional services to the Advertiser. These will be invoiced additionally, according to the quotation The Social Company submitted to the Advertiser, such as, in particular, the analysis in depth of the conditions of the Campaign / Local Collab / Shop & Share and information concerning the audience of the Campaign / Local Collab / Shop & Share and profiles of Participants (gender, age, and interests of Participants).

4.3. OPERATION OF THE RACE AND USE OF THE FUND

Awareness campaign / Bran awareness:

The Fund is distributed among Participants under the following conditions:

The registered Participant for the Campaign publishes a Post on one of his/her Social Networks. Then the Participant has a time frame of 48 hours to upload the aforementioned Post on his/her Account.

After the 48-hour period has passed between the spread hour of the Post on the Social Network and the uploading process of this Post on the Account, the Post will not be taken into account for the Campaign.

After that, for each Post, the Platform gives the Participant a number of Tokens according to the following two criteria:

- The number of interactions on Social Networks, where the interactions correspond to "views", "likes", "comments", and "shares" of the Post on the Social Networks, and where each interaction gives a different number of points depending on the type of interaction considered.

The more the Post generates interactions, the more its value increases and allows the Participant to win Tokens.

The starting point for calculating the number of interactions of the Post is the date of the publication of the Post on the Social Network in question.

- a grade under the form of stars, on a scale from 1 to 3 stars, given to the Post by The Social Company according to the quality of the Post and its congruence with the Briefing criteria. To

date, the criteria of assessment regarding the awarding of stars made by The Social Company are the following:

On hold	Post under validation. A slight modification of the text due to a typing error can be requested.
Refused	The Post does not correspond to the Campaign, does not highlight the Campaign, displays visual content that is not relevant to the targeted Campaign, nor it respects the mandatory conditions of the Briefing; there are not any tags.
*	The tags # and @ are on the post as requested, valid text and visuals, no customization of the Post, Participant’s profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
**	The tags # and @ are on the post as requested, valid text and visuals, customization of the Post, Participant’s profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
***	The tags # and @ are on the post as requested, valid text and visuals, customization of the Post, Participant’s profile suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.

The Social Company gives the grade in the form of stars to the Post between the 48 hours after uploading it on the Platform on the Account of the Participant.

Tokens are transformed into euros during the course of the Campaign. The reference value is: 100 tokens equal 1€.

These transformed Tokens are deducted from the Fund as they are given to Participants. The Campaign stops when the Fund gets to zero and its totality has been awarded to Participants. No other Post will be accepted after this point.

At the end of the Campaign, Participants can unblock the obtained profits at the end of a 30-day time frame following the closure of the aforementioned Campaign.

Local Collab:

The Fund is defined per Participant for a specific collab. It appears on the initial briefing and it is determined by the Advertiser.

The Participant who applies to Local Collab must wait to his/her selection in order to participate in it. The Participant will receive a confirmation email on the email address used to log in. The Participant will have to make the content asked on the briefing and obey the conditions. Once the collab is done, the

Participant must publish his/her content on social media. Participant has five (5) days to upload the aforementioned posts on the Platform on his/her Account.

After five (5) days between the day of the Collab, the post published on the required social network and the upload of this post on his/her Account on the Platform, the Post will not be taken into account in the context of a Local Collab.

Then, moderation team will validate each Post on the Platform according to the following criteria:

- creation of the Posts demanded (support and media)
- respect of the briefing / mandatory mentions...

If Posts are validated, the amount of the Fund will be given to Participants.

Shop & Share:

The monthly Fund is divided between the Participants under the following conditions.

The Participant registered in a Shop & Share operation makes a Post (Story – Instagram / Facebook / TikTok) on one of his/her social Networks. This one has a time frame of 48 hours to upload the aforementioned post and his/her performance on the Platform on his/her Account.

After this 48-hour time frame between the hour of diffusion of the Post on the social network in question and the upload of this Post on his/her Account on the Platform, the Post will not be taken into account in the context of a Shop & Share operation.

After that, for each Post, the Platform gives the Participant a number of Tokens according to the following two criteria:

- The number of interactions on Social Networks, where the interactions correspond to “views”, “likes”, “comments”, and “shares” of the Post on the Social Networks, and where each interaction gives a different number of points depending on the type of interaction considered.

The more the Post generates interactions, the more its value increases and allows the Participant to win Tokens.

The starting point for calculating the number of interactions of the Post is the date of the publication of the Post on the Social Network in question.

- a grade under the form of stars, on a scale from 1 to 3 stars, given to the Post by The Social Company according to the quality of the Post and its congruence with the Briefing criteria. To date, the criteria of assessment regarding the awarding of stars made by The Social Company are the following:

On hold	Post under validation. A slight modification of the text due to a typing error can be requested.
Refused	The Post does not correspond to the Campaign, does not highlight the Campaign, displays visual content that is not relevant to the targeted Campaign, nor it respects the mandatory conditions of the Briefing; there are not any tags.
*	The tags # and @ are on the post as requested, valid text and visuals, no customization of the Post, Participant's profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
**	The tags # and @ are on the post as requested, valid text and visuals, customization of the Post, Participant's profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
***	The tags # and @ are on the post as requested, valid text and visuals, customization of the Post, Participant's profile suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
* Supplementaire	The Participant uploads the receipt that corresponds to the location of the Shop & Share and to the date of their Post.

The Social Company gives the grade in the form of stars to the Post between the 48 hours after uploading it on the Platform on the Account of the Participant.

Tokens are transformed into euros during the course of the Campaign. The reference value is: 100 tokens equal 1€.

These transformed Tokens are deducted from the Fund as they are given to Participants. The Shop & Share operation stops when the Fund gets to zero and its totality has been awarded to Participants. No other Post will be accepted after this point.

At the end of the Shop & Share operation, Participants can unblock the obtained profits at the end of a 30-day time frame following the closure of the Shop & Share operation.

Profits will be given:

- In euros or,
- If the Participant resides in a country with a different currency, in the currency of this country: Euros corresponding to the Tokens given will be changed from euros to the currency of the country where the Participant resides based on the currency conversion rate on the date of payment to the Participant.

4.4. CANCELLATION OF THE CAMPAIGN / LOCAL COLLAB / SHOP & SHARE

An Advertiser can request to cancel the Campaign / Local Collab / Shop & Share, provided that the cancellation is notified to The Social Company before the launch date of the Campaign / Local Collab / Shop & Share agreed upon by the Parties. If the request occurs after the Advertiser signs the Briefing and The Social Company validates the mission of the Advertiser, and the acceptance of the Terms and Conditions, The Social Company will be owed compensation in the amount of 40% of the Budget.

Any cancellation of the Campaign / Local Collab / Shop & Share will not be possible after the launch date of Campaign / Local Collab / Shop & Share.

ARTICLE 5 - FINANCIAL AND PAYMENT TERMS AND CONDITIONS

The Advertiser defines the Budget allocated to a Campaign / Local Collab / Shop & Share.

Under its mission described in **Article 4.2.** of the Terms and Conditions, The Social Company receives from the Advertiser a Commission equal to 40% of the amount of the Budget.

The Budget, after the deduction of the Commission, constitutes the Fund that will be distributed among the Participants.

The Advertiser transfers the Budget to The Social Company, at the latest the day the Campaign / Local Collab / Shop & Share starts, as follows:

- The amount of the Fund will be transferred to a dedicated bank account that belongs to The Social Company, based on a *proforma* invoice that The Social Company will send to the Advertiser.

The Advertiser authorizes The Social Company to distribute in their name and on their behalf the share of the Fund that corresponds to each Participant under the conditions detailed herein.

The Social Company will send to the Advertiser, at the latest in a period of thirty (30) days after the end of the Campaign / Local Collab / Shop & Share, the invoice that corresponds to the amount of the Fund transferred by the Advertiser under the aforementioned conditions. This invoice will also show the details of the distribution of the Fund among all Participants, as well as the amount of profits obtained by each Participant on the Campaign / Local Collab / Shop & Share; the Advertiser acknowledges to know that The Social Company benefits from an invoicing authorization from the Participants to edit, in their name and on their behalf, the invoices the Participants edit for the profits respectively obtained on the Campaign / Local Collab / Shop & Share;

- The Advertiser pays immediately the amount of the Commission on the bank account of The Social Company after the reception of the invoice sent by The Social Company.

The payment of the sums referred to the herein and their security are ensured by:

- the payment system of a PAYPAL type of society or other. At the moment of the transaction, the Advertiser is invited to know the terms and conditions of use of the platform used to pay, which particularly include certification processes that might be triggered depending on the amount of transactions made;
- transfer on the bank account of The Social Company.

ARTICLE 6 - GENERAL PROVISIONS

6.1. RELATION BETWEEN THE ADVERTISER AND THE PARTICIPANT

6.1.1 The Advertiser, in application to the legal principle of good faith and fair dealing that should govern every relation, will not employ the services of The Social Company to benefit from having direct contact with Participants in order to get around the Platform after having a first contact with a Participant *via* the Platform.

The Advertiser engages to send to The Social Race any Participant who requests it directly without going through the Platform for any new campaign from the moment the Platform and/or The Social Company have initially operated the contact.

6.1.2 It is reminded that the Advertiser and the Participants are supposed to avoid any direct contact. However, the contracts that are concluded between a Participant and the Advertiser (especially advertising Campaign / Local Collab / Shop & Share contracts) cannot, in any way whatsoever, call into question the responsibility of The Social Company.

Therefore, any litigation created from this procedure will be directly settled between the Advertiser and the Participant, without The Social Company ever having to be concerned about it.

As an exception, the Advertiser acknowledges and accepts that, if the litigation affects the brand image of The Social Company and/or the Platform, the Social Company will be authorized to intervene in a friendly manner, without the Advertiser having the possibility to oppose this intervention.

6.2. EXCLUSION OF LIABILITY

The Social Company makes an effort to present a clear and explicit briefing of the Campaign / Local Collab / Shop & Share to avoid any wrong interpretation of the Participant. However, taking into account the communication channel and the technical risks related to the usage and quality of the screen used by the Participant to participate in the Campaign / Local Collab / Shop & Share, the Advertiser acknowledges to be informed that there can be modifications on the contents once they are published online.

The Advertiser fully indemnifies and guarantees The Social Company against all possible lawsuits and/or convictions or liability commitments that may affect it in this regard.

Likewise, the Advertiser accepts that Participants are the only responsible for the content on their Posts. Also, The Social Company will not be held liability for the publication of a Post that the Advertiser estimates to go against its brand image or reputation.

The access to the Website or the Application needs an internet connection. The internet network is subject to possible interruptions and/or slowdowns in its operation. The Social Company cannot be held liability for this matter. The Social Company cannot be held liability for problems related to connection to the Platform, computer viruses spread *via* this network or any other means, or any malicious act via this network or any other means. The Social Company is not responsible for damages caused against hardware via the internet network or by any other means. The Social Company does not guarantee the continued use of the Website or the Application.

6.3. INTELLECTUAL PROPERTY

The totality of the Contents is the exclusive property of The Social Company, except for the brands, logos, or contents that belong to other partner societies, advertisers, or authors. Every reproduction, distribution, modification, adaptation, transmission, or usage, even partially, of these different elements is strictly forbidden without the expressly written consent of The Social Company in advance. This representation or reproduction, by any means whatsoever, constitutes a forgery that is sanctioned on the articles L.335-2 and following ones of the French Intellectual Property Code. The failure to comply with this prohibition constitutes an infringement that may engage the civil and criminal liability of the infringer. Furthermore, the owners of the copied Content can take legal action. The Social Company owns the “rights of the database producers” referred to Book III, Title IV, of the French Intellectual Property Code (law n°98-536 of the 1st of July, 1998) relative to copyright and databases. For any authorization or information request, it is advisable to contact The Social Company *via* the dedicated contact form.

6.4. FORCE MAJEURE

Neither Party will not be liable to the other party in the case of any delay in the performance or non-performance of their obligations due to a case of force majeure as stated in the Article 1218 of the French Civil Code. The obligations of the Parties will be suspended during the whole duration of the force majeure. Parties will put all their efforts to limit the duration and the effects of the cause of the force majeure.

The Party affected by a case of Force Majeure will have to:

- Inform the other Party by any written means about the occurrence of a case of force majeure and its nature within the forty-eight (48) hours after the incident occurs;
- Take, with no delay, all possible measures to try to solve this situation and in any case to limit its effects.

Despite the foregoing, a case of force majeure does not free the Parties of their obligations of paying the complete amount of money due, under the Terms and Conditions and the related agreement between the Parties, on its payment date.

A lack of solvency will not constitute in any circumstance a case of force majeure.

If the case of force majeure preventing one of the Parties from fulfilling their obligations exceeds fifteen (15) days, the latter may terminate the agreement resulting from the Terms and Conditions by

notification by registered letter with acknowledgement of receipt, coupled with an e-mail, subject to respecting a fifteen (15) day notice period.

6.5. INTERPRETATION

In case of any difficulties for interpreting among any of the clauses of the Terms and Conditions and their title, the content of the clause will prevail over its title.

6.6. DIVISIBILITY

If any of the stipulations of the Terms and Conditions were to be null and void regarding a rule of law in force or a juridical decision that has become final, it would then be deemed unwritten, without entailing the nullity of the Terms and Conditions that contain it, nor altering the validity of its other stipulations, unless the canceled stipulation is an essential stipulation of the aforesaid Terms and Conditions.

6.7. NO WAIVER

The fact that either Party does not demand the application of any clause of the Terms and Conditions or acquiesces in its non-performance, whether permanently or temporarily, shall not be taken as a waiver by that Party to the rights arising for them from the aforementioned clause.

ARTICLE 7 - CONFIDENTIALITY

The Advertiser acknowledges that the content of the Terms and Conditions and the information of any kind in relation to its execution and particularly with the Platform, the conditions of the implementation of the Campaigns / Local Collabs / Shop & Share or even the concept The Social Company, are strictly confidential, for a period of five (5) years counting from the cessation of the Campaign / Local Collab / Shop & Share.

ARTICLE 8 - APPLICABLE LAW

The terms and Conditions, as well as the totality of the contractual information mentioned on the Platform, are written in French language.

The Terms and Conditions and the contracts concluded in application of the Terms and Conditions are governed and interpreted in accordance with the French law, to the exclusion of any other legislation.

ARTICLE 9 - LITIGATION RESOLUTION

Any litigation relating to the validity, formation, conclusion, interpretation, execution, cessation of a Campaign / Local Collab / Shop & Share carried out in application of the Terms and Conditions and/or the consequences of the cessation thereof will be subject to the exclusive competence of the competent

jurisdictions within the jurisdiction of the Court of Appeal of MONTPELLIER, even in the event of an incidental demand, a warranty claim or multiple defendants or emergency proceedings.

The Parties will endeavor to seek an amicable solution in good faith prior to any litigation.

The Parties agree that no legal action aimed at engaging the civil liability of The Social Company cannot be engaged more than one calendar year after the claim has arisen, in accordance with the provisions of article 2254 of the French Civil Code.