



## ADIKTEEV GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereafter the “General Terms and Conditions”) govern all the Services supplied by Adikteev contracting entity as identified on the Insertion Order (hereafter “ADIKTEEV”) as ordered by the Client via an Insertion Order in relation to the roll-out of the Client’s Advertising Campaign. The Services provided by ADIKTEEV include consulting, formatting and assembly of Client Content, as well as the use of Adikteev Technology in order to retarget the app’s users of the client with relevant ads. Such services are performed in accordance with the present General Terms and Conditions and the specific terms and conditions set out in the Insertion Order.

Unless otherwise expressly agreed by the Parties, any Insertion Order sent to ADIKTEEV shall be deemed to include the Client’s express acceptance of these General Terms and Conditions, to the exclusion of any other general terms and conditions appearing in any other document. These General Terms and Conditions apply to any future business transaction between Adikteev and the Client, even without express reference to them.

### 1. DEFINITIONS

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

“ <b>ADIKTEEV</b> ”	means, according to the information provided by the Insertion Order either Adikteev S.A. or Adikteev Inc.;
“ <b>Adikteev Technology</b> ”	means all of the APIs, algorithms, software, portals, mobile services, tools and technology developed by ADIKTEEV enabling the targeted and efficient publication of Client Advertisements.
“ <b>Advertisements</b> ”	means the promotional message(s) of the Client, intended to be published on a mobile Application via the Adikteev Technology;
“ <b>Advertising Campaign</b> ”	means any promotional initiative consisting of the publication of Advertisements via Adikteev Technology on behalf of the Client;
“ <b>Application(s)</b> ”	means a program and/or software application developed by a publisher of advertising medium for specific use on Apple iPhone®, Apple iPod Touch®, Apple iPad® or Android terminals, and any bug fixes, updates, extensions, upgrades and new versions of said program and/or software application;
“ <b>Client</b> ”	means any advertiser, media agency or intermediary that sends an Insertion Order to ADIKTEEV;

<b>“Client Content”</b>	means the components (e.g. images, graphic charter, text, videos, slogans, colors, logos, trademarks, graphics and sounds) made available to ADIKTEEV by the Client in order to be reproduced or adapted via the Adikteev Technology as part of the performance of the Services;
<b>“Client Data”</b>	means the information shared by the Client or any third party acting on behalf of the Client with ADIKTEEV for providing the Services.
<b>“Contract”</b>	means the entire contractual documentation comprising the applicable General Terms and Conditions, and Insertion Orders (or “Insertion Orders”), depending on the Services selected by the Client;
<b>“Interface”</b>	means ADIKTEEV dashboard and reporting interface to which the Client, where appropriate, may have access via its Client account, and where all detailed information in relation to the performance of the Services is made available to the Client;
<b>“Insertion Order”</b>	means an order placed by the Client stating the Adikteev Services selected, period of use, budget, price and any other applicable special terms or conditions.
<b>“Parties”</b>	means collectively ADIKTEEV and the Client;
<b>“Services”</b>	means the services ordered by the Client via the Insertion Order in relation to the roll-out of an Advertising Campaign, as defined in the said Insertion Order.
<b>“User”</b>	means any person who has used or still uses Client’s Application(s)
<b>“User Data”</b>	means the information and categories of personal data, determined, where applicable, by the Insertion Order, a DPA or ADIKTEEV’s Privacy Policy, of users who view, purchase and browse on the Client’s Applications as well as on other Applications not belonging to the Client;

## **2. CONTRACT FORMATION**

### **2.1 Term**

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

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

## 2.2 Required information

The Parties complete an Insertion Order that may state the Advertising Campaign's budget, the price, starting date, objectives or ending date.

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

## 2.3 General procedure

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

The Client shall return the countersigned IO by email to the following email address: [legal@adikteev.com](mailto:legal@adikteev.com) or, where applicable, to its usual ADIKTEEV contact.

The Client is aware that contractual declarations (e.g. confirmation emails, amendments to this Contract as well as other notifications) may be sent via email. They are deemed to have been received when they can be retrieved in the email inbox which was specified by the user during the registration under normal circumstances.

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

- the Insertion Order; and
- the General Terms and Conditions

ADIKTEEV reserves the right to modify the General Terms and Conditions at any time. The Terms are effective as soon as they are available at the following address: <https://www.adikteev.com/>. They shall automatically apply to each Insertion Order or Insertion Order renewal.

## 2.4 Use of advertising spaces

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

## 3. CONTRACT PERFORMANCE

### 3.1 Delivery of Client Content

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

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

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

### **3.2 Roll-out of the Advertising Campaign**

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

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

### **3.3 Reports**

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

Except where the parties agree to refer to a third party to measure the effectiveness of the campaign, the Client acknowledges that the roll-out reports made available by Adikteev shall be used as a valid reference by both Parties in the event of any disputes.

## **4. INTELLECTUAL PROPERTY**

### **4.1 Prior rights**

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

### **4.2 Rights granted to the Client**

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

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

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

### **4.3 Rights granted to ADIKTEEV**

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

Unless otherwise agreed between the Parties and throughout the duration of the Contract, the Customer grants ADIKTEEV a non-transferable, non-assignable and non-exclusive right, free of charge and revocable at any time, to use the logo and/or the name of the Customer as a reference to the collaboration of the Parties and for self-promotion purposes by ADIKTEEV whether on ADIKTEEV's website and/or in its commercial documents (e.g. sales deck). This authorization also covers the use of Advertising campaigns' materials and results.

Any other use of the logo and/or the name shall be subject to the Customer's express authorisation, in particular for use in any press release, advertisement, product name, domain name and/or any other written, oral or visual communication and on any medium whatsoever.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations and warranties of the Client**

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

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

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

### **5.2 Representations and warranties of ADIKTEEV**

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

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

## **6. PERSONAL DATA PROCESSING**

In order to supply the Services, ADIKTEEV collects and processes User Data on behalf of the Client. As part of the performance of the Services, ADIKTEEV acts as the data processor of the User Data collected on behalf of the Client.

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

ADIKTEEV provides a Data Processing Agreement when it is required from the applicable data protection laws or regulations to enter into such agreement in order to define the purposes and the technical and organisational measures of the data processings.

For the Data collected on the Client's applications and transferred to ADIKTEEV by the Client, its affiliates and/or its subprocessors, the Client undertakes to collect such data in accordance with applicable laws and regulations. The Client commits itself to obtain the prior valid consent in accordance with the applicable laws and regulations to use the Users Data for the delivery and/or tracking of an advertising campaign. In addition, the Client must (i) make available to the users a privacy policy clearly providing the users with the appropriate and sufficiently prominent information concerning the collection and use of the User Data, (ii) refer to ADIKTEEV in its privacy policy or list of partners, and (iii) allow the users to object to the processing.

ADIKTEEV shall only process personal Client Data collected on behalf of the Client upon the Client's documented instructions, solely for the purposes required for the delivery, the performance and the improvement of the Services.

## **7. LIABILITY**

### **7.1 Client breach**

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

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

## **7.2 Force Majeure**

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

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

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

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

## **7.3 Limitation of liability**

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

## **8. PRICE**

### **8.1 Applicable price**

The price applicable to one or several Advertisements shall be the price as defined in the Insertion Orders or any other written documents shared between the Parties. This price shall remain applicable throughout the Contract.

### **8.2 Taxes and technical costs**

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

## **9. PAYMENT TERMS**

### **9.1 Invoicing**

Unless otherwise provided in the Insertion Order, invoices are prepared on a monthly basis from the first publication date of the Advertisement covered by the Contract. The corresponding invoice will be sent only by email to the client by ADIKTEEV.

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

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

Unless there is an exception between the Parties, payment shall be made by bank transfer to the bank account of ADIKTEEV, whose details are specified on the invoices. .

## 9.2 Payment default

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

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

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

## 10. CONTRACT EXPIRY AND TERMINATION

### 10.1 Contract expiry

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

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

### 10.2 Termination

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

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

- **4.2** relating to rights granted by ADIKTEEV to the Client;
- **4.3** relating to rights granted by the Client to ADIKTEEV;
- **5.1** relating to Representations and Warranties;
- **6.** relating to personal data processing and
- **9.2** relating to the payment default when the Client exceeds a credit limit fixed between the Parties

## 11. GENERAL PROVISIONS

### 11.1 Modifications requested by the Client

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

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

### 11.2 Entire agreement

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

### **11. 3 Severability**

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

### **11. 4 Non-waiver**

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

### **11. 5 Non-disclosure**

Throughout the term of the Contract, the Parties hereby agree and undertake to keep the Contract and all information shared by the Parties in relation to the performance thereof confidential, unless the other Party has granted its prior written consent to do otherwise. By way of exception, either Party may make necessary disclosures, after the other Party has been informed in advance, whenever possible, (i) in order to comply with a request made by a judicial or administrative authority or (ii) in order to assert its rights before the courts. Confidentiality shall not apply to information in the public domain or that becomes known to the public, provided that this is not the result of a breach of the non-disclosure obligation of the Party having received such information. Both Parties hereby agree to ensure that their staff members, and all subcontractors enlisted by either Party for the performance of the Contract, comply with the non-disclosure obligation.

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

### **11. 6 Jurisdiction and governing law**

Unless otherwise agreed in the Insertion order, these General Terms and Conditions are governed by the laws of France. And any and all disputes relating to the formation, interpretation or performance of the Contract or of any contract referring to the Contract shall be heard exclusively by the Paris Commercial Court.