

## SKEEPERS GROUP TERMS AND CONDITIONS (T&C)

The Skeepers Group hereby presents its Terms and Conditions ('T&C'), supplemented by the Specific Conditions applicable to each Product set out in Appendix I hereto.

The T&C, the Specific Conditions indicated in the Quote and the Quote itself together form the Agreement.

### Article 1: Definitions

Each term has the meaning indicated in its definition, whether in the singular or the plural:

**Affiliate:** any controlled or controlling entity, whether directly or indirectly, holding fifty percent (50%) or more of the capital and/or voting rights of the Client.

**Agreement:** agreement signed by the Client with the Group governing the supply of Products and Solutions by one or more of the Group Companies.

**Back Office:** web interface reserved for the Client to access the various functionalities.

**Brief:** description of the Campaign drafted by the Client, to be respected by the Content Creator (*term specific to Consumer Videos and Influencer Marketing products*).

**Campaign:** operation shared with Creators whose purpose is to promote the products and/or services of one or more Clients (*term specific to Consumer Videos and Influencer Marketing products*).

**Content:** texts, including reviews, images, sounds, videos, photographs, drawings, avatars and, more generally, any visual, textual or graphic publication representing or referring to the products and/or services, distributed by a Creator as part of the Solution (*term specific to Consumer Videos and Influencer Marketing products*).

**Client:** natural or legal person wishing to benefit from Skeepers Group Products.

**Creator:** person registered on and able to access the Skeepers platform for the purpose of generating Content (*term specific to Consumer Videos and Influencer Marketing products*).

**Data Protection Regulations:** include REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the General Data Protection Regulation (or 'GDPR'), the Directive on Privacy and Electronic Communications 2002/58/EC (as amended by Directive 2009/136/EC) and their transposition into national law, including in particular, where applicable, Law no. 78-17 of 6 January 1978 on information technology, files and freedoms, known as the 'French Data Protection Act' and, more generally, any applicable derivative or associated regulation, rule or legislation implemented by the European Union, a Member State of the European Economic Area and any State outside the European Union and the European Economic Area concerning the processing and protection of Personal Data (as amended and replaced, where applicable).

**Group Subsidiary / Group Company:** any entity controlled, directly or indirectly, by the Skeepers Group.

**Influencers:** Creator who has received a product free of charge to post dedicated Content on their social network (e.g. Instagram, TikTok, YouTube, Pinterest, Blog, etc.) (*term specific to the Influencer Marketing*

**Intellectual Property:** all intellectual property rights, whether registered or otherwise, and all applications for registration, renewals and extensions resulting therefrom, including but not limited to authors' rights, copyright, software rights, database rights, patents, know-how, trademarks, company names, domain names, designs, trade secrets, as well as all existing and/or future equivalent rights worldwide, whether registered or otherwise.

**Internet User:** a person using the Internet to access publicly available content or services.

**Pricing Terms:** commercial proposal proposed by one or more of the Group Subsidiaries and accepted by the Client.

**Product:** SaaS-type solution developed by one of the Group's Subsidiaries, defined in Appendix I.

**Professional Services:** any billable service provided by Skeepers to the Client in addition to product subscriptions.

**Quote:** commercial proposal signed by the Client identifying the chosen Product(s) and the applicable Pricing Terms.

**Skeepers Group or Skeepers:** economic entity formed by Skeepers and all Group Subsidiaries.

**Solution:** 'Software as a Service' (SaaS) in which a Group Subsidiary or the Group hosts its applications and Products and makes them available to the Client via the Internet.

**Terms of Use:** terms applicable to any person connecting to the website of one of the Group Subsidiaries and/or using its Solutions.

**Tester:** Creator who has received a product free of charge in order to generate a review either in video form (*Consumer Videos product*) or text form (*Influencer Marketing product*), which will be distributed on the e-commerce website of the Client and/or its partners (*term specific to Consumer Videos and Influencer Marketing products*).

**User:** any natural person placed under the responsibility of the Client (in particular an employee, agent, service provider or representative) and, where applicable, the Affiliates, who benefits from the Products by virtue of the Quote.

**Website:** website on which Skeepers offers its Products and accessible via the following domain name: [www.skeepers.io](http://www.skeepers.io).

## **Article 2: Purpose of the T&C**

The Skeepers Group offers the Client (together the 'Parties') innovative Solutions for exploiting the customer experience.

The signed Quote and the Specific Conditions signed by the Parties shall take precedence over these Terms and Conditions. The T&C and Specific Conditions shall take precedence over all other contractual documents issued by the Client.

The Client, a digital technology professional, undertakes to provide the Skeepers Group with information pertaining to its business enabling the latter to offer Products and functionalities in line with its situation and objectives. Neither the Group nor its Subsidiaries may be held liable, in particular for lack of advice, in the event that the information provided by the Client proves to be inaccurate or incomplete.

## **Article 3: Term and Termination of the Agreement**

## **Article 3.1: Entry into force and term**

The Agreement shall enter into force as from its signature by the Parties, for the term indicated in the Quote depending on the Products chosen by the Client. The Agreement is renewable by tacit consent for the same term.

Each subscription to a Product may be terminated by either Party at least three (3) months before its anniversary date, by registered letter with acknowledgement of receipt.

## **Article 3.2: Early termination**

Each Party shall in all cases have the right to unilaterally terminate the Agreement at any time in the event of a material breach by the other Party of any of its obligations, in particular regarding the payment of sums due by the Client, the supply of Products by Skeepers, respect of the integrity of the Products defined in Appendix I, respect of the procedures imposed by the certifications obtained by Skeepers and respect of the intellectual property rights of each Party, after the sending of formal notice by registered letter with acknowledgement of receipt remaining without effect at the end of the period indicated in the letter. The Party in question may thus unilaterally avail itself of the automatic termination of this Agreement, without prejudice to any damages, penalties and late payment interest that it may claim.

In the event of termination by the Skeepers Group or one of the Group Subsidiaries due to a breach by the Client, the latter shall automatically remain liable for the full amount of the sums due under this Agreement.

The Agreement may also be terminated in the event of the cessation of activity by either Party, provided that the Party concerned notifies the other by registered letter with acknowledgement of receipt, with supporting documents.

A cessation of activity is understood as meaning the definitive cessation of the activity of the Party in question for a voluntary or involuntary reason and corresponds to the abandonment by the company of all its activities; an intra-group merger or any internal restructuring is not considered as constituting a cessation of activity. A cessation of activity is characterized by the removal of the Party concerned from the Trade and Companies Register or any other register in which it is registered, the dissolution or liquidation of the company, with supporting documents.

## **Article 4: Financial Conditions**

### **Article 4.1: General provisions**

The Group will refer to the information provided by the Client to offer pricing that meets its needs and corresponds to its volume of activity. **In consideration for the Products supplied by the Group Companies, the Client shall pay the Group the prices set out in the Quote(s) signed by the Client.**

Unless in the case of a proven material breach by the Group, any payment made under the agreed Financial Conditions shall remain the property of the Group and no prorated reimbursement may be requested due to the termination of this Agreement, for any reason whatsoever.

Should the Client fail to comply with its payment obligations, the Group Companies may suspend provision of the services after the expiry of the deadline indicated in the unsuccessful formal notice. The sums due shall bear interest at the rate applied by the European Central Bank to its latest refinancing operation plus 10 percentage points, from the day following the due date of the invoice or three (3) times the legal interest, whichever is the higher.

The Client shall also be required to pay all invoices until the expiry of its annual subscription and to pay the Group, by operation of law, a fixed indemnity of forty (40) euros for recovery costs, in accordance with Article L. 441-10 of the French Commercial Code.

If the Client fails to rectify this payment incident, this Agreement will be terminated and its accounts permanently deleted.

## **Article 4.2: Invoicing and payment terms**

The Client will provide all information or documents necessary for invoicing by Skeepers, which will be sent by email to the address provided by Client for this purpose.

The Client expressly accepts that additional costs such as additional consumption, communication costs and additional steering meetings, as provided for in the Quote, may give rise to 'adjustment' invoices. Invoices are to be paid annually, in advance, within 30 (thirty) days from the invoice date and according to the payment terms indicated in the Quote.

## **Article 4.3: Price updates**

Prices will be updated on each anniversary date throughout the term of the contractual relationship, within the limit of the increase in the HICP index plus a maximum of five percentage points (5%), applied to the annual renewal amount.

The price update will be calculated according to the following formula:  $P1 = P0 \times (S1/S0 + 0.05)$

Where:

P1 = revised prices

P0 = price for year N-1

S0 = reference HICP index used on the contractual date of year N-1 S1 = last index published on the revision date

## **Article 5: Obligations and Responsibilities of Skeepers**

### **Article 5.1: Operation of the Products**

The main obligation of Skeepers is to allow Client to use the Products, which the Client expressly acknowledges. Consequently, the Group is not liable for any faulty installation or misuse attributable to the Client. The Client acknowledges that the installation of the Solutions, as well as the use of connectors allowing the data collected via the Products to be transferred to other solutions specific to the Client, requires technical knowledge on the part of the Client's teams.

The Group guarantees the Client against any lack of conformity in the services and any hidden defect resulting from a fault in the design or supply of said Solutions, excluding any negligence or fault committed by the Client.

The Client expressly authorizes Skeepers to outsource some of the functions necessary for the performance of its service and assumes responsibility therefor.

### **Article 5.2: Provision of the Products**

Skeepers represents and warrants that:

- It holds the necessary rights to enter into this Agreement and provide the Client with the

- Solutions,
- The Solutions substantially comply with the specifications set out in the Specific Conditions and its technical documentation,
  - To the best of Skeepers' knowledge, the Solutions do not infringe any property right duly registered by a third party.

Skeepers and the Group Subsidiaries do not guarantee (i) that the functions contained in the Solutions will meet the specific needs of the Client, (ii) that the operation of the Solutions will be uninterrupted or free from bugs, errors or other defects, and/or (iii) the results obtained from using the Solutions.

Insofar as permitted by applicable law, Skeepers and the Group Subsidiaries exclude all warranties, representations and/or other commitments of any kind, either express or implied, other than those expressly provided for in the Agreement.

The Client acknowledges that (i) all the Client's equipment is connected to the Solutions under its sole responsibility; (ii) data circulating on the Internet, despite the security measures implemented by Skeepers, may be subject to misappropriation, and that transmission of the Data and, more generally, of any information, is thus carried out by the Client under its responsibility; the Client is responsible for keeping a copy of all its data; (iii) the Client is responsible for ensure the secure operation of the Solutions and access to the Solutions under its control, in particular by (a) implementing and complying with the authorization procedures for its employees and (b) collecting and analyzing logs of logins to its own information system, in order to avoid compromising the security measures adopted by Skeepers and (iv) the Solutions may be subject to unauthorized third-party intrusions as a result of the provision of the Products to Users.

### **Article 5.3: Limitation of Liability of Skeepers and Group Subsidiaries**

The Client acknowledges having benefited from a presentation of the Product(s) (referred to as a 'demo'), having had access to the teams dedicated to the Products of the Skeepers Group and being solely responsible for (i) the choice of the Products, the use made thereof and the results obtained therefrom, and compliance with the terms of the Agreement by the Users and, where applicable, its Affiliates, and (ii) damage resulting from unauthorized or non-compliant use of the Products and Solutions.

The Skeepers Group and the Group Subsidiaries are bound by a best-efforts obligation under the Agreement and the provision of the Solutions.

In the event that the Skeepers Group and/or the Group Subsidiaries are held liable, regardless of the number of claims, grounds invoked or Parties to the disputes:

- (i) only direct and foreseeable damage may give rise to compensation,
- (ii) any indirect damage, including but not limited to any commercial or financial losses, loss of clientele, loss of brand image, loss of profit, loss of earnings or any loss or damage to a third party or claim brought by a third party against the Client, as well as the consequences thereof, related to this Agreement or its performance, loss or alteration of data, costs relating to the acquisition of or subscription to a third-party substitution service/solution sustained by the Client and/or by a third party, may not entitle the Client to compensation;
- (iii) the entire liability of the Group and/or its Subsidiaries for any unavailability, breach, negligence or fault identified during the performance of the services shall be capped at the price, tax-excluded, actually paid by the Client, in respect of the Product in question, over the course of the previous twelve (12) months to cover claims of any kind, unless the breach results from gross negligence by Skeepers.

In any event, the Group shall be exempt from any liability:

- (i) in the event of use of the Products and/or Solutions that does not comply with the Agreement and/or the technical documentation of the Group Subsidiaries,

- (ii) in the event of non-compliance by the Client with its legal or regulatory obligations or in the event of a breach of third-party rights,
- (iii) in the event of difficulties in accessing its Website due to disruptions to the Internet and in particular in the event of malfunctions or interruptions of the transmission/communication networks,
- (iv) in the event of unauthorized access to the Solutions, in the event of non-compliance with the provisions of Article 6.3 or in the event of abnormal or unlawful use of the Solution by the Client,
- (v) in the event that the Client's IT equipment proves to be obsolete, defective or insufficient or if the lack of conformity results from the absence of installation or incorrect installation of any updates necessary for the proper functioning of the Solution by the Client,
- (vi) if it is temporarily impossible to access the Services for technical maintenance or update reasons,
- (vii) in the event of unlawful viral attacks or intrusions into an automated data processing system,
- (viii) in the event of a foreign cause not attributable to Skeepers and, in particular, in the event of a delay in or non-performance of its obligations where the cause of the delay or non-performance is related to a case of force majeure.

This limitation of liability Article constitutes a prerequisite for the Group's commitment. The Client acknowledges that the prices of the Products reflect the spread of risks and the economic balance between the Parties.

The liability of the Parties relating to the applicable regulations on the protection of Personal Data is set out and established in APPENDIX II – PERSONAL DATA PROCESSING AGREEMENT and available at <https://skeepers.io/en/terms-and-conditions-of-services-skeepers-group/> 'Skeepers Group Personal Data Processing Agreement'.

The Parties expressly agree that any action for liability against the Group and the Group Subsidiaries is time-barred after twelve (12) months from the event giving rise to the loss or damage in question.

## **Article 5.4: Versions and maintenance**

The Group provides the Client with access to new versions of the subscribed Solutions as and when they become available, to the exclusion of any additional module that the Group may decide to invoice separately.

The Group reserves the right to modify all or any of its Products, either temporarily or permanently, subject to ensuring that they will not result in any regression in terms of performance and functionalities.

The Group may interrupt access to the service on an exceptional basis for maintenance operations, without compensation.

## **Article 6: Obligations of the Client**

### **Article 6.1: Warranties**

The Client represents and warrants that:

- (i) it holds the necessary rights for the performance of the Agreement and that the conclusion of the Agreement does not violate the terms of any agreement entered into by the Client with a third party and/or the data and information it includes in the Solution(s) do not

- (ii) infringe the Intellectual Property and/or personality rights of third parties;  
it undertakes to comply with all applicable laws and regulations, in particular on the Personal Data used in the context of the Solutions.

Skeepers necessarily gives the Client access to its platforms. The Client may then have to perform technical integration with its information system to benefit from certain functionalities made available on the platforms. The Client therefore undertakes to install the Products or applications and, where applicable, interface them with its own information system according to, if existing, the recommendations of the Skeepers technical support department. These documents vary depending on the e-commerce solutions of the Client. The Client remains responsible for the proper installation of the Skeepers Products.

The Client warrants the accuracy, validity and completeness of the information it provides to enable the creation of its account on the Skeepers platform.

## **Article 6.2: Rights granted**

The Group Subsidiaries grant the Client a personal, non-exclusive, revocable, non-transferable right to access and use the Solutions under this Agreement, exclusively for its own needs.

The Client undertakes to ensure compliance with the Specific Conditions of the Products by all Users of the Solutions and guarantees the access and compliant use of the Solution by its Users, including those of its Affiliated Companies.

The Client shall refrain from directly or indirectly:

- (i) using the Solutions for any purpose other than those expressly defined in the Agreement, in particular for purposes other than its own needs,
- (ii) allowing a third party (other than a User) to access and use the Solutions,
- (iii) copying, displaying in a frame or replicating on a mirror site all or part of the content of the Solutions, attempting to carry out such acts or merging the Solutions with other IT solutions,
- (iv) modifying, translating or creating derivative works from the Solutions, reverse engineering, decompiling, disassembling, recreating the solutions and similar products, even partially, or attempting or allowing third parties to perform such acts, except as provided by law,
- (v) modifying, altering or removing the copyright notices, trademarks, or any other Intellectual Property right appearing in or on the Solutions and Products or enabling its identification,
- (vi) selling, renting, sub-licensing, transferring and/or sharing all or any of the rights relating to the Solutions and/or Products, by any means whatsoever,
- (vii) accessing the Solutions with a view to creating a competing product or service or copying the features, functions or graphic components thereof,
- (viii) carrying out or disclosing the test results or performance tests of the Solutions or Products without the express prior authorization of the relevant Group Subsidiary;
- (ix) introducing into the Solutions any virus, robot, bot, automated system or any other piece of code intended, in whole or in part, to disrupt or damage the Solutions and/or alter, damage or erase any content and/or retrieve or record information about the Solutions;
- (x) using the Solutions to record or transmit malicious code and/or information that is illegal, defamatory or damaging to the Group's reputation.

The Client is formally prohibited from intervening or having any third party intervene on the Solutions.

The Client furthermore undertakes not to use the Solutions in the context of activities likely to contravene the legislation or regulations in force, in particular, and without this list being in any way restrictive, activities whose purpose or content:

- (i) encourages the commission of any offence, crime or misdemeanor,

- (ii) promotes false or misleading information,
- (iii) infringes a person's personality rights, in particular their privacy, the secrecy of correspondence and/or Personal Data,
- (iv) constitutes or encourages harassment or unsolicited or malicious telephone calls,
- (v) is offensive, hateful, defamatory, denigrating, racist, anti-Semitic or xenophobic in nature,
- (vi) solicits or manipulates personal information without expressly complying with all applicable laws,
- (vii) infringes in any way the Intellectual Property rights of a third party,
- (viii) involves the transmission of email chains, unsolicited bulk emails or spam.

### **Article 6.3: Security of the username and password**

The Client is solely responsible for the use and confidentiality of its username and password and that of its Users. The Client warrants that each associated username and password is used by a single User.

The Client must take all necessary measures and precautions to protect itself from any intrusion by third parties.

It shall promptly inform Skeepers and/or the Group Subsidiaries if it finds a security breach related in particular to the voluntary communication or misappropriation of its username and password.

The Client is responsible for implementing and updating protection systems and antivirus software on its computers, or software suites accessing the Service.

Finally, the Client agrees that Skeepers and the Group Subsidiaries may update their password management policies in order to comply with evolving password management practices.

### **Article 6.4: Collaboration**

The Client undertakes to inform the Group immediately of any change in its activity, in whole or in part, liable to impact the operation of the Solutions or the payment of invoices.

The Client also undertakes to report any issue concerning the use of the Solutions immediately.

The Client undertakes to collaborate with the Group Subsidiaries in order to provide them with all information and documents requested as swiftly as possible and to transmit all information and documents necessary for the performance of this Agreement in a spontaneous manner.

The Client agrees to provide the Skeepers Group with performance indicators relating to search engine marketing, in particular SEO, SEA and the conversion rate of its website, in order to monitor the performance of the Solutions.

## **Article 7: Exceptional Circumstances**

### **Article 7.1: Force majeure**

Any circumstances beyond the control of the Parties, preventing the performance of their obligations under normal conditions, shall be considered as grounds for exemption from the Parties' obligations.

The following are considered cases of force majeure or unforeseeable circumstances, in addition to those usually upheld by the French courts and tribunals:



- (i) earthquakes, fires, floods and other natural disasters, the shutdown of telecommunications networks or difficulties specific to telecommunications networks external to the Parties, the failure of a national telecommunications operator (in France or abroad), and/or
- (ii) the failure of a supplier or partner, subject to demonstrating that such a failure was unavoidable.

The Parties acknowledge that pandemics and epidemics do not constitute a case of force majeure.

The Party invoking the circumstances referred to above:

- (i) must notify the other Party of their occurrence, as well as their disappearance, by registered letter with acknowledgement of receipt, within a period not exceeding five (5) business days, and
- (ii) undertakes to do its best to avoid or eliminate any cause of delay, and to continue the performance of the Agreement as soon as these causes are eliminated.

Initially, the case of force majeure suspends the contractual obligations and the duration of the contractual commitment will be extended accordingly.

As soon as the event constituting force majeure ceases, the said obligations shall resume for the remaining period of commitment as of the date of the suspension.

In the event, however, that the case of force majeure persists beyond a period of six (6) months, either Party may notify its decision to terminate the Agreement by operation of law, by registered letter with acknowledgement of receipt, with immediate effect.

If the impediment is definitive, the Agreement shall be automatically terminated and the Parties shall be released from their obligations in accordance with the provisions of Articles 1351 and 1351-1 of the French Civil Code.

## **Article 7.2: Hardship**

The Parties undertake to fulfil their undertakings, even when events external to their organization render the performance of the Agreement more onerous than they could reasonably have foreseen when entering into it.

Without prejudice to the preceding paragraph, however, the Parties undertake to negotiate new contractual terms where one Party establishes that:

- (i) the cost of performing its contractual obligations has increased by fifty (50) percent or more and this increase deprives it of any genuine consideration; and
- (ii) this increase is linked to an event beyond its control, which it could not reasonably have foreseen when entering into the Agreement; and
- (iii) the Party in question cannot reasonably avoid or overcome said event or its effects; and
- (iv) it was not expressly or impliedly agreed between the Parties that the Party in question would bear this risk.

The Parties expressly agree that pandemics and epidemics constitute foreseeable economic circumstances on the signature date of this Agreement.

This Article applies to the exclusion of any applicable national or international statutory or regulatory provision relating to the management of hardship in contracts, in particular Article 1195 of the French Civil Code.

The Parties undertake to arrange a special meeting to renegotiate the Agreement as swiftly as possible and, in any event, within fifteen (15) working days from the written request of the affected Party to such effect. The renegotiation must take the form of an amendment to the Agreement.

The performance of the Agreement will continue during the negotiations, unless the Parties agree otherwise.

If no agreement has been reached at the end of a period of three (3) months after the first meeting to renegotiate the Agreement arranged between the Parties, the Party having invoked this clause may terminate the Agreement by registered letter with acknowledgement of receipt, subject to a notice period

## **Article 8: Intellectual Property**

### **Article 8.1: Rights of Skeepers and Group Subsidiaries**

Skeepers and the Group Subsidiaries warrant that they have all the necessary intellectual property rights to provide the Solutions, Products and trademarks.

Under these circumstances, Skeepers and the Group Subsidiaries shall indemnify and hold the Client harmless from and against any infringement action brought against it by any person claiming an Intellectual Property right in any of the Solutions provided.

This Agreement does not entail any assignment of Intellectual Property rights to the Solutions, Products and trademarks of the Group and the Group Subsidiaries, of which the latter shall remain the owners.

Use of one or more of the Group's trademarks or Solutions following a payment default or following the termination of the Agreement would be considered as infringement and may give rise to legal action.

### **Article 8.2: Right to use trademarks and logos**

Each Party warrants that it is the owner of the trademarks under the name of which it operates and warrants to the other Party that reproduction of the name, logos or trademarks by the other Party will not give rise to any claims for damages that may result from an infringement of third-party rights by their use within the strict framework of their contractual relationship.

Throughout the duration of their contractual relationship, Skeepers and the Group Subsidiaries grant the Client, free of charge, the non-exclusive, non-transferable and non-assignable right to use their names, logos and trademarks on the Client's website(s), as well as in the context of its business case.

The Client reciprocally grants to Skeepers and the Group Subsidiaries, free of charge, the non-exclusive, non-transferable and non-assignable right to use its name, logo and trademark on the websites of Skeepers and the Group Subsidiaries, for the duration of their contractual relationship, in particular for the performance of the services covered by this Agreement and in the context of their business cases, worldwide.

### **Article 8.4: Business case**

The Client agrees to collaborate in preparing a Client case study, or 'Business Case', in which the benefits of the Solutions will be presented on its website(s) or establishment(s). Skeepers undertakes to have the Client validate the jointly formalized 'Business Case' in this respect.

The Client authorizes Skeepers and the Group Subsidiaries to distribute the 'Business Case' thus prepared in all formats, forms and presentations, by all methods, means and processes and on all media, for the entire world and for the duration of copyright.

## **Article 9: Confidentiality**

The Parties shall consider as strictly confidential all data, information or knowledge, in any form, nature or medium whatsoever, of which they may become aware in the context of the Agreement, and undertake not to communicate or disclose said confidential information to third parties, unless stipulated otherwise in the Agreement.

The Parties may only disclose confidential information to those employees or agents on a need-to-know basis in the context of the Agreement and who agree to sign a confidentiality undertaking containing terms with a level of protection at least as strict as for their own confidential information.

The undertaking provided for in this article shall take effect retroactively from beginning of the period of negotiation between the Parties and shall end three (3) years after the termination of the Agreement for any reason whatsoever, with the exception of confidential information concerning Products or Solutions of the Group, for which the confidentiality obligation shall remain applicable for the entire duration of the related intellectual property rights, and/or concerning personal data, for which the confidentiality obligation shall remain applicable for the entire duration of the related protection rights.

## **Article 10: Processing of Personal Data**

In the context of the preparation and performance of these T&C and the business relationship existing between them, each Party shall process personal data as the Controller.

In this respect, the Parties shall act in accordance with the Data Protection Regulations and comply with the obligations set out therein. Technical terms specific to the protection of personal data ('personal data', 'processing', 'controller', 'processor', etc.) shall be understood as defined in Article 4 of the General Data Protection Regulation (hereinafter the 'GDPR').

Article 10.1: Processing of personal data relating to employees or persons treated as such

Concerning employees' personal data, the Parties acknowledge and agree that each of them acts independently as a Controller in respect of personal data and that they are therefore not joint Controllers within the meaning of the GDPR. Each Party undertakes to process the personal data necessary for the performance of this Agreement only for the purposes set out in this Article. They undertake to inform their employees and equivalent individuals of the processing of personal data concerning them and, if necessary, to have them sign a confidentiality undertaking for the data they will process in the context of the performance of their duties under this Agreement. For the avoidance of doubt, the purposes of the processing, the categories of personal data processed, the categories of data subjects and the durations of the processing are as follows:

Purpose of processing: Management of the business relationship

Legal basis: Pre-contractual or Legitimate Interest prior to the conclusion of the Agreement, Contractual during the performance of the Agreement and then Legal or Legitimate Interest at the end of the Agreement.

Categories of personal data: first name, surname, business email, business telephone, position, company, username and password (as well as any personal data that each Party deems necessary for the preparation and proper performance of the Agreement, in accordance with the principle of data minimization);

Data subjects: Employees and equivalent individuals of each Party;

Duration of processing: Duration of subscription to the services, plus five (5) additional years after the end of the Agreement (contractual limitation period under ordinary law).

Furthermore, Skeepers may use the data resulting from the use of its services by its Clients as well as survey the data subjects in order to carry out analyses, statistics, processing and studies with the aim of improving its services and assessing consumer habits and trends; provided that they do not identify its Clients or the data subjects and that they do not include any Personal Data or confidential information, and may therefore make them public. Skeepers will retain all Intellectual Property rights to the results of these anonymised analyses, statistics, processing and studies. In addition, Skeepers may use the data necessary to comply with legal, accounting and/or regulatory obligations and transmit them in the event of a merger/acquisition. Finally, the Customer may receive newsletters on the evolution of the Products subscribed to, presenting similar Products (in connection with the UGC), technical notifications relating to the use of the service(s) subscribed to, and Customer satisfaction surveys. You may unsubscribe at any time by clicking on the link at the bottom of the e-mail and/or from your account. For more information on the data processing that Skeepers carries out with respect to its Clients, please visit: <https://skeepers.io/en/privacy-policy/2/> or request our Client Data Protection Policy, also available on the Back Office.

Article 10.2: Processing of the personal data of customers, potential customers of the Client or other data subjects as part of the performance of the services subscribed to

In performing the services subscribed by Client, Skeepers may process Personal Data on behalf of the Client, as a Processor, or act as a Separate Controller. The qualifications are defined in APPENDIX II – PERSONAL DATA PROCESSING AGREEMENT.

The grounds, methods, purposes, terms and conditions relating to the processing of Personal Data are also



defined in APPENDIX II – PERSONAL DATA PROCESSING AGREEMENT. The Client must refer to the services subscribed, which alone will apply to it, and must not take into account undertakings given under other Solutions, which will be foreign to it.

In any event, Skeepers and the Client formally undertake to comply with their obligations of transparency, confidentiality and data security, to collaborate intelligently in order to respond to requests from Data Subjects to exercise their rights, in accordance with CHAPTER III - Rights of the Data Subject of the General Data Protection Regulation (GDPR) and generally to facilitate compliance by both Parties.

## **Article 11: Insurance**

Each Party certifies that it has taken out and undertakes to maintain in effect professional indemnity insurance covering all their activities relating to the Agreement.

Each Party undertakes to provide the other Party with all supporting documents or certificates to this effect, at the other Party's written request.

## **Article 12: Independence**

The Parties are legally and financially independent. The Agreement may not under any circumstances be considered as constituting an agency relationship, a franchise agreement or establishing any legal entity whatsoever. Each Party is responsible for its own personnel and for the supervision, exclusive control and administrative, social and accounting management of its employees and, where applicable, its subcontractors.

## **Article 13: Partial Invalidity – Non-waiver**

If one or more provisions of the Agreement are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision by a competent court, the Parties agree to consult each other to find an acceptable solution in the spirit of the Agreement. All other provisions shall retain their full force and scope, unless the very purpose of the Agreement disappears as a result.

Any waiver shall only be enforceable if expressed in writing and signed by a duly authorized representative of each Party.

## **Article 14: Complaints – Requests for Information**

Skeepers will make every effort to respond to any complaint and attempt to resolve the dispute. Any questions or requests may be sent to the following address:

SKEEPERS  
18-20 Avenue Robert Schuman  
– CS 40494 – 13002 Marseille,  
France

## **Article 15: Governing Law and Dispute Resolution**

This Agreement is subject to French law with the exception of its conflict of laws rules.

Any dispute relating to the interpretation, performance or validity of this Agreement must be brought to the attention of the other Party.

With the exception of emergency cases justifying the use of emergency legal proceedings, the Parties shall endeavor to find an amicable solution. To this end, they undertake – prior to taking any legal action – to meet within fifteen (15) days of receipt of notification of the request for an ad hoc meeting by one



of the Parties, in the presence of one person from the General Management from the two (2) Parties. The Parties shall prioritize alternative dispute resolution methods, such as mediation or conciliation.

If, at the end of a new period of fifteen (15) days, the Parties fail to reach an agreement on a compromise or solution, the Commercial Court of Marseille shall have sole jurisdiction to hear the dispute, notwithstanding multiple defendants or the introduction of third parties, even in the case of emergency proceedings or applications for protective measures in expedited or ex parte proceedings.

Version 4.0 dated 22/03/2024

## APPENDIX I – SPECIFIC CONDITIONS

### ❖ RATINGS & REVIEWS

#### **A – Description of the main functionalities**

The Product allows:

- The collection of customer Reviews in the form of stars accompanied by a customer comment;
- The online publication of Reviews by partners Google and Bing, at the discretion of the Skeepers Group;
- Indexing of the Rating & Reviews certificate by the various search engines, enabling Internet Users to view the Reviews submitted during the last year;
- The creation and provision of Rating & Reviews widgets.

#### **B – Specific Conditions**

##### • **Financial conditions**

The Client will pay the set-up fee at the start of the collaboration and will also choose a subscription corresponding to the desired level of functionality, as well as a volume of review requests sent or the number of points of sale concerned. Fees for Professional Services and other functionalities may be added on the basis of a quote, at the Client's request. Invoices issued for non-recurring services must be paid upon receipt of the order. Invoices for recurring services must be paid on a monthly or annual basis, as chosen by the Client. If the volume of requests for reviews consumed is less than or equal to the volume subscribed, the price will not be affected and there will be no carry-over to the following year.

On the other hand, if the volume of requests for reviews consumed is exceeded, Skeepers reserves the right to invoice requests for reviews exceeding the initial subscription taken out by the Client (on a monthly or annual basis), at the unit rate indicated on the quote.

The list of prices relating to consumables may be modified during the term of the Agreement, depending in particular on the prices applied by the suppliers of the consumables and/or the country within the territory in which the Client operates. Where possible, Skeepers will notify the Client of any changes to the applicable rates prior to their application date.

##### • **Installation of the Ratings & Reviews Solution**

The Solution may be installed in several ways, including:

- through modules developed by Skeepers specific to most e-commerce solutions (e.g. Prestashop, Magento, etc.);
- through a comprehensive application called 'API', allowing for perfect integration of the Solution into the Client's IT system.

Skeepers may use and provide any process and technical support to enable the Client to install the Solution in its IT system.

The Client shall be responsible for doing so, under its full responsibility. Skeepers offers assistance to facilitate its integration and provides an explanatory document on its Website, as well as its technical team to answer any questions from the Client and/or intervene remotely on the Client's computer to install the module, API or other technical support in the Client's system.

In any event, the Client shall remain solely liable for any malfunction of the Solution resulting from incorrect installation. The same shall apply if it fails to install the Solution, uninstalls it or fails to use it.

##### • **Supply of the Product**

Each order placed by a consumer gives rise to a review request sent by Skeepers to the email address or telephone number that the Client has provided to Skeepers.

Reviews are accessible in the Back Office and include a star rating ranging from 1 to 5, accompanied by a comment.

The Client may retrieve the reviews filed in its Back Office at any time.

At the end of the Agreement, the Client may ask to receive the Reviews for five (5) years after the consumer has submitted the review.

Skeepers has entered into and reserves the right to enter into agreements with commercial partner companies, including Google and Bing, in order to display customer reviews online or to index their Rating & Reviews certificate, which the Client accepts. The Solution allows the Client's evaluation to be automatically displayed next to the URL link of its website when the Client runs a Google AdWords campaign, if the reviews have generated an average minimum rating of 3.5 out of 5.

The Client is expressly informed that only said partners decide and control the insertion of its evaluation. Under no circumstances may Skeepers be liable for the conditions and lead times relating to the posting of the Client's evaluation by its partners. Skeepers remains responsible for ensuring that all reviews, comments and ratings collected by its Solution are forwarded to the partners.

##### • **Provision of Widgets**

Skeepers provides various Widget templates (drawings created by Skeepers showing the average rating obtained from brand reviews or product reviews) that may be placed on all pages of the Client's website to highlight its overall rating and the last comment received from a consumer. The Widget displays the concerned Rating & Reviews brand.

The Client is solely responsible for the choice, integration and display of the Widget. In particular, Skeepers waives all liability if the visual representation of the Widget on the Client's website differs from that created and made available by

Skeepers.

The Client undertakes to follow Skeepers' recommendations to display the dynamic Widget on its website so that the rating can be updated daily.

For the Product Review Widget, Gifted Reviews may be published in addition to consumer Reviews. Where applicable, these will be marked with a distinctive acronym and will be published in their entirety, without prior sorting by Skeepers.

The Client shall refrain from modifying the graphic charter and Widget template in any way whatsoever. Skeepers may provide the Client with a URL link to create its own Widget.

The Client is strictly prohibited from continuing to use the Widget in any way as soon as the account is suspended or the agreement is terminated. Any wrongful use shall automatically result in the application of a penalty of one hundred (100) euros per day of infringement found, per website (URL), without prejudice to any damages that may be claimed by Skeepers in compensation for the loss suffered.

For the Product Review Widget, Gifted Reviews may be published in addition to consumer Reviews. Where applicable, these will be marked with a distinctive acronym and will be published in their entirety, without prior sorting by Skeepers.

- **Provision of the Rating & Reviews certificate**

Solely during the term of the Agreement, Skeepers shall provide the Client with a web page, referenced by the search engines, on which all Internet Users can view the Client's consumer reviews dated less than one (1) year old.

- **Collaboration in accordance with the requirements of AFNOR**

For the proper performance of the agreement, the brand must ensure compliance with consumer status. Thus, In order to submit a review, the consumer must:

- be a natural person;
- not be in a situation of conflict of interest;
- have had personal experience of consuming the Product or service to which their review pertains.

The Client undertakes to transmit all of its orders to Skeepers, without prior sorting, so that Skeepers can meet AFNOR requirements and survey all consumers, without bias in the process of collecting customer reviews. The Client acknowledges that it is aware that:

- certification has been awarded to Skeepers and the Client cannot claim certification on its own behalf;
- certification relates to the online review management process. The reviews themselves are not certified;
- the NF logo is a registered trademark and its use complies with specific rules and rights that the Client undertakes to respect. In particular, the NF logo cannot be used by the merchant partner on its website, on its application or on its documents for public use without the prior additional agreement of AFNOR Certification.

In addition, in order to present a true reflection of reality and not mislead consumers, the Client undertakes to display the dynamic Widget on its website at all times using the link made available for this purpose by Skeepers, so that the rating can be updated daily throughout the contractual relationship between the companies.

- **Content and monitoring of the reviews and comments collected**

Skeepers is a trusted third party that guarantees Clients and consumers full transparency. Skeepers undertakes to transmit and publish information, ratings and comments in a manner strictly identical to those it collects, with the exception of any comment or statement of a manifestly unlawful nature or infringing the rights of third parties.

Skeepers may not be held liable in the event that consumers do not respond to requests for reviews or in the event of a decrease in the number of visitors, a decrease in orders or the occurrence of a problem related to the publication of a negative review or the fulfilment of an order.

Skeepers verifies the origin of the reviews generated, in particular by means of the IP address identified, under an obligation of means.

- **Moderation**

Skeepers undertakes, when collecting reviews, not to make any selection of consumers based on their type or the frequency of their Purchases. All consumers will therefore be surveyed.

The Client is informed of the collection and presence of negative reviews that may come from consumers.

Under no circumstances shall Skeepers interfere in the relationship between the Client and the consumer. The Client shall be responsible for managing any difficulties encountered with the latter following the collection of a review.

Skeepers shall not interfere in any way in the relationship between the Client and the consumer. In no way may it be held liable in the event that consumers do not respond to requests for reviews, in the event of a decrease in the number of visitors, a decrease in orders or the occurrence of a problem related to the publication of a negative review or the fulfilment of an Order.

The moderation process is divided into two stages: automatic Moderation followed, where applicable, by manual moderation, according to the [Transparency Charter](#), with which each Party undertakes to comply in all respects.

Skeepers undertakes to comply with all of these provisions in order to maintain the reliability of published Customer reviews. Skeepers also offers a customized moderation model as an option available to the Client.

**Optional moderation**

The moderation service offered by Skeepers consists of a standard model included in any subscription to the Rating & Reviews Solution. In addition, Skeepers also offers a customized model to complement the standard version, as an option.

As part of the moderation option, subject to a quote, Skeepers offers tailored moderation relieving the Client of the manual moderation incumbent on it under the standard moderation model. This option includes the review of reviews collected by Skeepers moderators.

The Client must accurately structure its needs and requests in the form of specifications. This means the Client can:

- Define, if it so wishes, a review of all reviews or only those corresponding to a rating defined by the Client;
- Configure, if it so wishes, predefined responses that it has provided according to the type of review and the rating;

- Configure, if it so wishes, cases for refusal in which moderators can act independently without prior validation by the Client, in accordance with the reasons for refusal listed in the Moderation Charter;
- Categorize reviews, if it so wishes, using a system allocating 'Tags' specific to each review (e.g. delivery, payment, customer service, etc.).

#### **Acceptance of reviews**

Skeepers does not intervene in any way in the relationship between the brand and the consumer. In no way may it be held liable in the event that consumers do not respond to requests for reviews, in the event of a decrease in the number of visitors, a decrease in orders or the occurrence of a problem related to the publication of a negative review or the fulfilment of an order.

The Client is informed of the collection and presence of negative reviews that may come from consumers. Reviews considered negative are represented by ratings less than or equal to 2/5. These reviews are easily accessible from its Back Office in a section entitled 'Reviews Under Moderation'.

The brand will be able to contact and respond to consumers who have submitted a comment and a rating, whether positive or negative, through the Back Office.

It should be noted that the response provided by the brand is made public on the Client's Rating & Reviews Certificate and that the consumer will receive an email to inform them of any message sent by the brand.

Consumers will be able to respond but will not be able to change their rating. The brand, for its part, will be informed of messages left by consumers.

The various exchanges that may follow a customer review will be visible to Internet Users, unless the brand has hidden the exchanges via its Back Office.

This process offers the brand the possibility of requesting explanations when a rating and/or comment seems unjustified and provides it with a right of reply.

The Moderation process is described below.

Under no circumstances does Skeepers interfere in the relationship between the brand and the consumer. The brand shall be responsible for managing any difficulties encountered with the latter following the collection of a review.

#### **Acceptance of evaluations**

The Client undertakes to survey all its customers. The Client must accept any type of evaluation following an order. The Client will be able to report it and respond to it if it considers it unjustified.

The Solution is based on an AFNOR certification that demands a high level of rigor and effort to ensure that consumers can rely on its image. Skeepers is committed, in this regard, to maintaining the integrity of its processes and combating false reviews.

Under no circumstances may the Client generate false evaluations by means of false orders, false comments or any other operation. Nor must it prevent negative evaluations by misappropriating the Solution's functionalities.

If necessary, Skeepers may take legal action against the Client, in addition to its right to terminate the Client's agreement. Situations will be handled by the Quality Department in the following order:

1. After contacting the Client by email for an explanation, a penalty of one hundred (100) euros per false review may be applied by way of management fees.
2. In the event of more than five (5) false reviews, Skeepers will give the Client formal notice to explain the discrepancies observed with regard to the reviews concerned.

Penalties relating to false reviews are therefore intended as a deterrent and if they do not achieve the intended effect, failure by the Client to comply with the processes in this respect may result in the termination of the agreement.

3. Following unsuccessful exchanges between the Parties and in the absence of action by the Client within fifteen (15) days of receipt of the formal notice, Skeepers shall have the right to terminate their collaboration for non-compliance with its processes.

The Parties undertake to work together in good faith to clarify any irregularity in the process of collecting reviews and resolve any issues relating to any bias in the most appropriate manner.

- **Statistics**

The Client has access to reports and statistics through its Back Office. In addition, Skeepers offers a fully customizable statistics tool, subject to a quote.

- **'Questions & Answers' module**

The Client has the option of subscribing to the 'Questions & Answers' option. This module allows Internet Users to ask a question or answer a question asked.

#### **Installation of the 'Questions & Answers' module**

The Client is solely responsible for installing the module in its IT system and integrating it on its website, according to the integration methods made available by Skeepers. Skeepers offers installation support.

#### **Provision of the 'Questions & Answers' module**

Any Client wishing to benefit from the module must contact its Skeepers account manager so that the teams can provide access to the module. The Client has the option of customizing the module and the question and answer forms in line with its graphic charter. As such, the Client undertakes to include in the graphic charter for its customized forms a checkbox constituting acceptance of the Terms of Use and the Privacy Policy.

#### **Operation of the 'Questions & Answers' module**

Each action carried out is recorded and may be viewed in the 'Questions & Answers' Back Office, managed according to the profiles assigned (administrator and moderator).

- **Exclusions and limitations of liability**

Skeepers may not be held liable for any malfunction in the following cases:

- failure by the Client to update the module,



- mishandling by the consumer,
- non-use or partial use of the Solution.

Under no circumstances may Skeepers be held liable for the Client's losses, consequences of Content or the evaluation generated by consumers.

- **Assignment of the Client's website**

In the event of the assignment of the website benefiting from the service covered by this agreement, the Client undertakes to introduce Skeepers to the assignee of the aforementioned website. The assigning Client is responsible for paying the amount of its subscription until its expiry or for negotiating when agreement will be transferred to the assignee, according to the signing of a new quote with Skeepers.

- **Suspension or deletion of the personal account**

Skeepers shall be entitled to suspend its services if the Client fails to comply with any of its obligations, until the dispute is settled amicably or by the courts.

Skeepers may temporarily close or permanently delete the Client's personal account depending on the nature and seriousness of the breach.

The Client shall be formally prohibited from using the services or functionalities associated with the Solution, with the exception of displaying the reviews collected, as from the suspension or definitive deletion of its account. It shall also be prohibited from mentioning in any way whatsoever the Skeepers name or brand or from using any graphic element or any visual representation relating to Skeepers and its services. Failing this, it shall be automatically required to pay a penalty of one hundred (100) euros per day of infringement.

- **Insertion in the Client's documents**

The Client, as Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR). Skeepers provides the Client with information notices to be incorporated into its Privacy Policy or any other equivalent document, in order to satisfy this obligation.

To access these information notices and find out how to use the Rating & Reviews Solution in full GDPR compliance, please refer to our '**R&R GDPR COMPLIANCE**' booklet. The Client is solely responsible for adding or failing to add this information, in whole or in part. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client.

In any event, Skeepers issues its own information notice on its sample Rating & Reviews emails.

Skeepers strongly recommends German customers to obtain prior consent before sending any customer surveys.

In the context of the use of the Widget, the Client must also notify prospects of the use of performance cookies and obtain their prior consent, if necessary, via its TagManager, in accordance with the data protection regulations in force. For more information on the use of these cookies, please refer to our '**R&R GDPR COMPLIANCE**' booklet.

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## ❖ FEEDBACK MANAGEMENT

### A – Description of the main functionalities

The Product allows:

- The creation of customizable questionnaires,
- The sending of questionnaires via an API, by posting on the Client's websites and mobile apps, by email or by SMS and QR Code,
- The uploading of third-party customer experience data / a history of completed questionnaires,
- Delivery to the Client of reports, dashboards and performance analyses with regard to the customer experience,
- The analysis of customer irritants and management of action plans,
- The alerting and management of customer recontacts,
- The development of a customer centric approach within the Client's organization.

### B – Specific Conditions

#### • **Commencement and implementation of the Product**

From the commencement of the service, Skeepers shall provide the Client with access to the Solution for the duration of the Service, for at least one (1) User (the administrator appointed by the Client as indicated in the Quote).

Any use of the Product for production purposes shall constitute acceptance of the accessibility of the Solution.

The Solution is accessible on the computers of the Client and the Users, using the Login Details provided for each User.

#### • **Rights granted**

The Client is only authorized to make a copy of the documentation for the specific needs of Users for the exclusive purpose of using the Product.

#### • **Data**

The Data provided by the Client shall remain the exclusive property of the Client and/or the Users, for which it is solely responsible, including the Surveys and the manner in which the Data is distributed to third parties. Skeepers agrees not to use the Data for any purpose other than to perform the Service and/or as expressly agreed with the Client. Insofar as the transport of data is carried out by a third-party operator, the latter is responsible for any difficulty that may arise in the context of the transfer of data. Skeepers may not be held liable for any damage to the Client's data processing equipment. The Data is regularly backed up by Skeepers.

The Service includes functionalities enabling the Client to set up communications with persons identified by the Client in order to communicate and/or collect information, under the responsibility of the Client. Skeepers reserves the right to suspend access to the Service in the event of non-compliance of such communications with applicable laws and regulations.

#### • **Financial conditions**

The Client will pay the set-up fee at the start of the collaboration and will also choose a subscription corresponding to the desired level of functionality, as well as a volume of review requests sent or the number of points of sale concerned.

Fees for Professional Services and other functionalities may be added, on the basis of a quote, at the Client's request. Invoices issued for non-recurring services must be paid upon receipt of the order. Invoices for recurring services must be paid on an annual basis.

If the volume of surveys consumed is less than or equal to the volume subscribed, the price will not be affected and there will be no carry-over to the following year.

On the other hand, if the volume of SMS, feedbacks, emails, verbatims or IVS (interactive vocal servers) consumed is exceeded, Skeepers reserves the right to invoice units exceeding the initial subscription taken out by the Client (on a monthly or annual basis).

The list of prices relating to consumables may be modified during the term of the Agreement, depending notably on the prices applied by the suppliers of the consumables and/or the country within the territory in which the Client operates. Where possible, Skeepers will notify the Client of any changes to the applicable rates prior to their application date.

#### • **Insertion in the Client's documents**

The Client, as a Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR). Skeepers provides the Client with information notices to be incorporated into its Privacy Policy or any other equivalent document, in order to satisfy this obligation.

**To access these information notices and find out how to conduct marketing surveys / customer experience reviews in compliance with the data protection regulations and configure our Solution for this purpose, please refer to our booklet 'FM GDPR COMPLIANCE'.** The Client is solely responsible for adding or failing to add this information, in whole or in part. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client, according to the obligation to provide advice incumbent on Processors.

As part of the subscription to FEEDBACK MANAGEMENT routing services (via email and/or SMS), **we will ask you to expressly sign our corresponding commitment note (email/SMS), failing which the service cannot be performed.**

The Client must also notify users of the use of cookies on its website and obtain their consent if necessary via its TagManager, in accordance with the data protection regulations in force: <https://skeepers-cx.zendesk.com/hc/en-us/articles/6421255145500-What-cookies-are-placed-by-Skeepers>.

It must also specifically keep its employees informed of the processing of data concerning them, when it carries out their assessment using the insights pertaining to them. It may do this in its Data Protection Policy for employees or through specific information provided to the data subjects (individual or departmental memo), including the information set out in Article 13 of the GDPR. It may also decide to inform the employee representative bodies thereof, at its own discretion.

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## ❖ CONSUMER VIDEOS

### A – Description of the main functionalities

The Product allows:

- The provision of a platform in the name and with the logo of the Client,
- The creation of customer Review Videos on products from the Client's product pages,
- The identification, management and engagement of Creators in testing the Client's products or services in the creation of videos.

Optionally:

- The creation of an interactive video gallery,
- The provision of a video player on the Client's website to obtain navigation and usage statistics,
- The generation and creation of QR Codes providing access to the videos,
- The possibility of validating the applications of Creators by means of a casting tool,
- The ability to download generated videos in formats specific to social networks.

### B – Specific Conditions

- **Creation of a Client Back Office**

The Client's Skeepers account will be customized by Skeepers in the Client's brand and/or brand colors. The Client shall provide Skeepers with its logo in PNG or JPEG format for this purpose.

The Client expressly authorizes Skeepers to use its trade name or trademark in the domain name that will be reserved and used by Skeepers to create its Back Office.

- **Financial conditions**

The Client will pay the set-up fee at the start of the collaboration and will also choose a subscription corresponding to the desired level of functionality (creation alone or creation and distribution). The Client's subscription will correspond to a maximum number of videos. If this number is not reached, the price will not be affected. If, on the other hand, the maximum volume of videos is exceeded, the difference will be invoiced at the end of the year.

Fees for Professional Services and other functionalities may be added, on the basis of a quote, at the Client's request.

- **Annual provision for logistics costs**

The Service Provider shall establish, in collaboration with the Client, and indicate in the Quote the amount applicable to the logistics option subscribed by the Client, based on the information provided by the Client and relating either to the product allocation budget or the average basket depending on the number of orders to be placed.

The Client will provide Skeepers with a payment code in order to proceed with orders without any advance of funds. Failing this, the Client shall pay Skeepers a provision for the amount of the estimated budget determined between the Parties, the payment terms of which shall be defined in the Quote, in order to cover the price of the products sent to the Creators as well as all the related costs (delivery costs, costs for additional orders in the event of non-receipt of videos or receipt of a damaged product, etc.).

The Parties agree that if the budget allocated for the provision paid is not sufficient to cover the expenses necessary for the production of the videos ordered by the Client, Skeepers shall invoice the Client for payment of an additional provision equivalent to the amount of the average basket multiplied by the number of videos remaining. Failing this, Skeepers may suspend the order and shipment of the products intended for the production of the videos until a new provision is paid, without incurring any liability whatsoever.

At the end of the collaboration, the sums paid in respect of the provision for logistics costs that have not been spent will be returned to the Client by Skeepers by bank transfer.

- **Invoicing**

Invoices issued by Skeepers for the Client's subscription and set-up costs will remain due in the event of the Client's failure to use its Back Office. This will apply, for example, if the Client fails to connect to its account and create Campaigns (call for contributions organized on the platform at the request of the Client relating to product(s) or service(s) determined by the Client, aimed at creating and distributing user videos on any type of medium).

At the beginning of the collaboration, the Parties may define a video package including a number of videos determined for the duration of the subscription. Where a video package has been defined between the Parties, the Client must allocate the necessary resources for the organization, creation and monitoring of the Campaigns. Thus, if the number of videos defined at the beginning of the collaboration is not reached, the videos not delivered by Skeepers may not be reimbursed, unless in the case of material breach by Skeepers with regard to the progress of the Service (as evidenced by the quarterly reporting).

- **Organization of Campaigns**

The purpose of the Solution provided by Skeepers is to provide the Client with a dedicated platform - as well as the sub-domains that will be created by Skeepers on behalf of the Client - to collect user videos during Campaigns and to allow the Client to use them. To benefit from the Services, the Client will create Campaigns via its Back Office.

When creating each Campaign, the Client will be responsible for providing Skeepers with all of the following useful information: (i) the name of the product to be tested and its references; (ii) the URL of the product sheet;

(iii) the URL of the image of the product to be tested; (iv) the description of the product to be tested; and (v) the reward offered by the Client to the Creator who wins the Campaign.

In addition, the Client may also provide Skeepers with the following information: (i) the category of the product to be tested and (ii) the duration of the Campaign.

The Client undertakes to give the Creator who wins the Campaign the stated reward. The Client is solely responsible for handing over the reward. Consequently, the Client shall indemnify and hold Skeepers harmless against any recourse, demand, claim or action by the CCreator in respect of the handing over of the reward, in particular in the event of late delivery, non-compliance, faults or defects affecting the reward given to the customer.

- **Intellectual property**

As part of each Campaign, the Client expressly authorizes Skeepers to create a space or page in the colours of its brand and/or trademark and to display its logo and/or trademark on such space, alongside the Skeepers logo and trademark. Each Party expressly authorizes the other to use its trade name or trademark within the domain name reserved and used to create the page dedicated to the Client's Campaign.

In cases where French Law No. 2020-1266 of 19 October 2020 regulating the commercial exploitation of the image of children under the age of sixteen (16) on online platforms and its subsequent implementing decrees are applicable, the legal representatives of children under the age of sixteen (16) are informed that they are must request the necessary approval from the competent administrative authority.

Skeepers offers an automatic SaaS solution, used by Creators subject to approval by the Client. Skeepers may not be held liable in the event of a Video contrary to the applicable regulations, the rights of third parties and, in particular; in the event of failure to obtain such approval by the legal representative(s). Skeepers has informed them that the Client may ask to verify the approval issued to the legal representatives at any time, which the legal representatives should then transmit on first request. Skeepers undertakes to remove the accessibility of said Videos if the Client notifies it of their illegality.

- **Licensing of Intellectual Property Rights to the Videos**

Subscription to the Services by the Client entails the granting of a right, subject to payment in full by the Client, to exploit and distribute the Videos of Creators validated by the Client during the Campaigns. Under the terms of this license agreement, said right concerns the distribution of the Videos by the Client in all formats and on all media, and in particular:

(i) on the Internet (in particular on the Client's website and/or social networks such as Facebook and Twitter, on the e-commerce website(s) on which the Client offers its products for sale, whether or not it is the publisher of said e-commerce website) and regardless of the generic or geographical suffix or extension of the domain name of the Client's website and the country of receipt of the Video; (ii) at the Client's points of sale (stores, corners), fairs, exhibitions and any other public events where the Client is present or represented; and (iii) internally for the benefit of the Client's members and employees.

The license is granted for the term of the Consumer Videos agreement / subscription, subject to twenty (20) years maximum and for the entire world from the Creator's acceptance of the agreement for the assignment of rights. The price of this license is included in the price paid by the Client in connection with the use of the Services. It should be noted that the Client may switch from a subscription with creation and distribution to a subscription with distribution only, with additional costs, in order to be able to continue showing the videos.

. Notwithstanding this license, Skeepers may continue to distribute the Creator's Video on the Platform to distributors of the products concerned, as well as via its social media accounts such as Facebook, YouTube, Instagram, Snapchat, IGTV, etc.

Apart from the rights expressly granted to the Client under the terms of the license agreement set out above or that may be entered into between the Parties, the Client does not hold and will not hold any right to the other Videos produced by the Creators within the framework of the Campaigns. Consequently, the Client shall refrain in particular from using, reproducing, distributing, fixing, broadcasting, extracting, communicating to the public, representing or exploiting them in any way and on any other medium whatsoever. Failing this, legal action may be brought against the Client for infringement. In any event, the Client undertakes to indemnify and hold Skeepers harmless in the event of any recourse, claim, demand or action resulting from unlawful or unauthorized use of the videos.

Should the assigning Creator exercise their potential moral right of paternity, the Client undertakes to respect this right. Accordingly, the Client undertakes, at the request of the assigning Creator, to clearly, precisely and visibly assign the identity of the Creator, by the pseudonym or name chosen by the latter, to the assigned Content upon each use or exploitation of such Content, in accordance with the legal provisions governing moral rights. Skeepers reserves the right to suspend or terminate the Services, automatically and without notice, in the event of a breach by the Client of the terms of this article, without prejudice to any damages it may claim.

- **Liability**

Skeepers will make every effort to ensure the proper functioning of the Platform and enable the Client to benefit from the Services. As this is a simple obligation of means, however, Skeepers shall not be liable for and shall not be required to compensate for any direct or indirect, tangible or intangible loss or damage that the Client may suffer as a result of malfunctions of the Platform and, in particular: (i) given the very nature of the Internet, due to the speed of access to the Platform, the opening and consultation of pages of the Platform, external slowdowns or the suspension or inaccessibility

of the Platform;

(ii) in the event of force majeure as defined by law and case law or in the case of technical failures and problems; (iii) in the event of intrusion by third parties, which may, where applicable, result in the suspension or termination of the Platform and/or the loss of Content; and (iv) if the Platform proves to be incompatible with or malfunctions with certain software, configurations, operating systems or equipment of the Client.

- **Shoppable Content option**

**Description of the main functionalities of the optional 'Shoppable Content' add-on**

The Skeepers Shoppable Content add-on allows the Client to centralize and distribute on its e-commerce website different types of Content generated via compatible Skeepers Solutions or any content uploaded by the Client itself.

In order to simplify the purchasing process for consumers, the 'Shoppable Content' add-on allows visitors to the Client's website to view the products of the brands presented in said Content and to add them directly to their shopping cart.

**Access to and use of the 'Shoppable Content' add-on**

Shoppable Content is an add-on that requires installation on the Client's e-commerce website. Access to the module is reserved for Clients who have subscribed to compatible Skeepers Solutions.

The Client is responsible for using the add-on appropriately and for ensuring the accuracy and quality of the content distributed on its website, the add-on being only a module allowing the Client to distribute the content of its choice.

The Client is also responsible, where applicable, for ensuring compliance with the terms of use of third-party platforms, such as Instagram.

**Intellectual property**

The Client is responsible for ensuring that it has all the rights necessary to distribute the content on its website, including intellectual property rights such as copyright, trademark rights, personality rights or any other rights involved.

The Client also acknowledges and accepts that any use of the add-on is under its sole responsibility, including the content of messages, ads and any communication transmitted through it.

In the event that the content chosen by the Client includes music, the latter must guarantee that it has the necessary rights to distribute this music without infringing the intellectual property rights of third parties, applicable laws, etc.

Accordingly, the Client agrees to defend, indemnify and hold Skeepers, its officers, employees, representatives and partners harmless from and against any and all actions, claims or damages, including reasonable lawyers' fees, arising out of or in connection with the infringement of third party intellectual property rights with respect to the content posted on its website.

- **Insertion in the Client's documents**

The Client, as a Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR). It is therefore required to inform its consumers of the processing carried out in its Privacy Policy or any other dedicated document. It may also provide such information when sending campaigns, in its emails. The Client may not, however, be able to insert a Privacy Policy or information notice on the Platform and sub-domains created by Skeepers for the Client, as any change in the configuration would impact the Platforms of all Skeepers' Clients.

The Client must also satisfy its obligation of transparency towards its employees or any third party regarding the processing of data concerning them, when it asks them to participate in the 'Consumer Videos' Campaigns. It may do this in its Data Protection Policy for employees or through specific information provided to the data subjects (individual or departmental memo), including the information set out in Article 13 of the GDPR. It may also decide to inform the employee representative bodies thereof, at its own discretion.

Skeepers, as a separate Controller, complies with its own transparency obligation by keeping its Privacy Policy on the Platform up to date: <https://legal.ugv.skeepers.io/PP/en/> **For more information on the Solution's GDPR compliance, please refer to our 'CV GDPR COMPLIANCE' booklet.**

Skeepers provides its Clients with trackers/cookies to be implemented on the platform and sub-domains created by Skeepers for the Client. The primary role of Skeepers is to analyse the operation and use of the video player and to monitor the performance of the player and the player's actions. To do this, three cookies are generated with an anonymous identifier.

In the context of a subscription by the Client to the UGC Widget, the Client must also notify prospects of the use of performance cookies and obtain their prior consent, if necessary, via its TagManager, in accordance with the data protection regulations in force.

**For more information on the use of these cookies, please refer to our 'CV GDPR COMPLIANCE' booklet.**

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## ❖ INFLUENCER MARKETING

### **A – Description of the main functionalities**

The Product allows:

- The creation of an influence marketing campaign concerning a product or service chosen by the Client,
- The selection of criteria to identify the categories of ‘user’ influencers who will apply for campaigns;
- The provision of a dedicated messaging system for communicating with influencers,
- Consultation of the reviews obtained and statistics related to campaigns.

Optionally, the scope of implementation of the Solution may also include:

- a logistics option;

### **B – Specific Conditions**

#### • **Financial conditions**

The Client shall pay the set-up fees at the start of the collaboration and a subscription corresponding to the number of assets available (Content published either in the form of an influencer post on social networks or a tester review posted on an e-commerce website). The Client’s subscription will correspond to a maximum number of assets. If this number is not reached, the price will not be affected. If, on the other hand, the maximum volume of assets is exceeded, a new pack of assets or additional units must be purchased by the Client, based on a quote, in order to benefit from the launch of new campaigns until the end of the current subscription.

Fees for Professional Services and other functionalities may be added, on the basis of a quote, at the Client's request.

#### • **Product description**

The selection of Creators who will participate in an Influencer Review Campaign is managed by the Client (unless the Client subscribes to a paid ‘Professional Services’ option for Skeepers to manage it in its place), unlike the selection of Creators who will participate in a Tester Review Campaign, who are automatically validated by Skeepers as soon as a Creator applies for the applicable Campaign, without prior sorting.

When the Client creates their Campaign, they will select the type of review desired (Tester or Influencer).

In the case of services offered by the Client, the Client must inform the Creator of the means of using the service targeted by the Campaign.

In each Campaign, the Client may impose the hashtags of its choice, which the Creator must attach to the Content created. The Client shall be responsible for complying with the applicable recommendations and laws on partnerships and commercial content and, where applicable, for imposing the necessary hashtags on the Creators.

Once the Creator has received and tested the Client’s product(s) or service(s), the Creator remains responsible for generating one or more pieces of Content and for sharing it on the selected social media(s) or website(s) communicated by the Client as part of the Campaign. Skeepers is not responsible for Content made and shared by the Creator.

In addition, use of the services provided by Skeepers implies acknowledgement and acceptance of the following provisions relating to the adoption of tools enabling, among other things, direct financial transactions between the Client and the Creator, including through the use of the affiliate links provided by the Client to the Creator:

- The Creator and the Client are solely responsible for the implementation, agreed between them directly, of any tools of a financial nature and in particular the use of affiliate links provided by the Client in the publications, Content or in the description or biography on social networks. Skeepers does not control or verify the accuracy, relevance or legality of these affiliate links and tools.
- The aforesaid affiliate links and other materials provided by the Client are intended for use by the Creator for specific promotional purposes specified by the Client. Skeepers does not guarantee the availability, accuracy or proper functioning of these affiliate links and tools, or the compliance of the products or services to which they pertain with the applicable regulations.
- Any remuneration, commission or other benefit resulting from the use of affiliate links or other tools falls exclusively within the scope of the relationship between the Client and the Creator. Skeepers does not intervene in any negotiations, payments or other events related to such remuneration.
- Skeepers waives all responsibility for any consequences, disputes or disagreements arising in connection with use of the affiliate links or tools made available by the Client to the Creator. Any issues related to the aforesaid affiliate links or tools, including third-party claims, must be resolved directly between the Client and the Creator.
- Skeepers is not liable for any loss, damage, injury, liability or expense resulting from the Creator’s use of the affiliate links or tools. Skeepers shall be held harmless from and against any claim or action arising from such use.

#### • **Access to the services**

The Client has access to a personal online space, as well as to the various modules specified in the technical documentation. Skeepers does not guarantee the availability or responses of Creators, the success of a Campaign, the effective creation of Content or its lasting quality.

#### • **Sending of products**

In the event of activation of the logistics option by the Client, Skeepers will be responsible for sending products to the Creators validated by the Client via a logistics provider, for the benefit of the Client. Skeepers will bill the Client for the

costs of shipping products to the Creators, product returns to the Client and the reshipping of products to the Creators in the event of non-receipt.

The Parties also agree that Skeepers may vary the price of logistics options up or down, by indexing it to the prices charged by the logistics suppliers. This price variation will be applied quarterly, at the discretion of Skeepers, and will be notified to the Client in advance by email and/or newsletter and/or by any other means of communication suitable for the transmission of business messages.

Given the specific nature of the collaboration, the Client must verify the apparent condition of the products before they are collected by the carrier.

Under no circumstances may Skeepers be held liable for any damage to packages, losses during shipment or, in general, for any defect in the product. In the event of a product defect, the dispute shall be settled directly between the Client and the Creator.

If the logistics option is not activated by the Client, the latter shall be responsible for sending the products or providing any information providing access to the Client's service by the Creators. To this end, Skeepers will send the Client the contact details of the Creators (first name, surname, email address, postal address, telephone number if necessary, etc.) to enable the latter to ensure the monitoring and proper delivery of the products.

In the event of a shipping delay, stock shortage or unavailability of the service, the Client must inform the Creators thereof via the messaging system available on the platform.

Annual provision for logistics costs

The Service Provider shall establish, in collaboration with the Client, and indicate in the Quote the amount applicable to the logistics option subscribed by the Client, based on the information provided by the Client. This is based on a price schedule for rebilling the shipment of the parcel according to the country, weight and number of products in the parcel.

The Client shall pay the Service Provider a provision for the amount of the estimated budget determined in the Quote, the payment terms of which will also be defined therein, in order to cover the price of the products sent to the Creators as well as all the related costs (costs for additional orders in the event of non-receipt of the Content or receipt of a damaged product, etc.).

The Parties agree that if the budget allocated for the provision paid is not sufficient to cover the expenses necessary for the production of the number of assets ordered by the Client, the Service Provider shall invoice the Client for payment of an additional provision according to the frequency indicated in the Quote.

At the end of the collaboration, the sums paid in respect of the provision for logistics costs that have not been spent will be returned to the Client by the Service Provider by bank transfer.

Obligations of the Client

The Client agrees to send to the Creators selected as part of a Campaign, or to Skeepers if the logistics option is activated, the products/services offered on the platform.

Without this list being exhaustive, Skeepers may terminate a Campaign or block its posting without compensation, in the event that:

the Client fails to comply with its obligation to pay the subscription price within the time limits set in accordance with the terms of the Agreement,

- the Campaign is likely to generate Content (i) that is pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, insulting, violent, racist, xenophobic, revisionist or infringing, (ii) damaging to the image or property of a third party, (iii) untruthful, misleading, proposing or promoting illegal activities or likely to harm the information systems of third parties (such as viruses, worms, Trojan horses, etc.) and (iv) in general, that does not comply with the applicable regulations or that may infringe the rights of third parties, be harmful to third parties or incur the liability of Skeepers or the Creator in any way and in any form whatsoever.

Skeepers may then suspend access to the Product, delete the Campaign and/or terminate the subscription under the conditions provided for herein, with the price provided for in the Quote remaining due in full. The Client undertakes not to give any instructions in the initial brief liable to influence the submission of the review by the tester of the product or service. The Client may guide the tester by suggesting they talk about the texture, odour, colour or other characteristics of the product or service but must not give overly precise indications or subjective instructions as to the quality of the product or service.

If the Client is an agency acting in the name and on behalf of another entity, the Client guarantees within the meaning of Article 1204 of the French Civil Code that its own client will comply with the provisions set out herein, in particular concerning the use of the Content. Accordingly, the Client will indemnify the Creator and Skeepers in the event of non-compliance with this Agreement by the end customer.

In cases where French Law No. 2020-1266 of 19 October 2020 regulating the commercial exploitation of the image of children under the age of sixteen (16) on online platforms and its subsequent implementing decrees are applicable, the legal representatives of children under the age of sixteen (16) are informed that they must request the necessary approval from the competent administrative authority.

Skeepers shall not be liable for any failure to obtain such approval by the legal representative(s). Skeepers has informed them that the Client may ask to verify the approval issued to the legal representatives at any time, which the legal representatives should then transmit on first request.

- **Intellectual property**

The Client is informed that the Creators have accepted reuse by the Client of the Content they generate as part of the Campaigns and have consented to the exploitation of their image rights.

Consequently, the Client has the non-exclusive right to download, reproduce and represent the Content in all formats and on all media, worldwide, for the duration of legal protection of the Content under the applicable law and international conventions on literary and artistic property that are or will be in force, including any extensions that may be made to the duration of protection, for the purpose of identifying the product but also for the purposes of advertising and promoting the Client's product or service.

The Client may reuse the Content subject to compliance with the following conditions:



- The rights referred to include the rights for any use and for any direct and indirect exploitation of all or part of the Content and any creation derived therefrom, regardless of the method, in particular all rights of (i) reproduction, (ii) representation and transformation, (iii) evolution and arrangement, (iv) translation, modification, correction, adaptation and re-writing, (v) incorporation into any pre-existing work or work to be created, (vi) use; in any capacity whatsoever, in whole or in part, in any language, by any means, process and in any form and format, on any medium whether known or as yet known (including but not limited to social networks, websites, newsletters, online ads, online stores, internal digital communications, etc.), hereinafter referred to as 'any communication medium'.

- This non-exclusive license is granted for the entire world and for the duration of legal protection of the Content under the applicable law and international conventions on literary and artistic property that are or will be in force, including any extensions that may be made to the duration of protection.

- With regard to music, the Creator guarantees its use free of rights in its initial format and on its initial medium, but not for reuse in another format or on any medium or social network other than that initially used by the Creator, which the Client accepts. In the event of reuse of Content and its music on a medium other than its initial medium, the Client is solely responsible for obtaining the necessary authorizations from the holders of the rights concerned.

- The Client is also authorized to reproduce and represent the image and voice of the Creator as captured in the Content, as well as the persons represented in the Content for which the User is responsible and the User's identification details, such as their pseudonym, for a period of 20 (twenty) years from the first publication.

The Client acknowledges that the Content may include third parties and/or works belonging to third parties and therefore any modification of the Content resulting in particular in a focus/zoom on the third party and/or the artwork requires verification that the prior express agreement of the rights holder has been obtained for this use or the direct obtaining of the agreement of the rights holder. In any event, the Client may not modify the Content to represent this work or third party exclusively.

The Client undertakes to respect the assigning Creator's right of paternity. Consequently, the Client undertakes to mention the identity of the Creator whenever it uses the assigned Content, via the pseudonym used by the Creator on the social network in question.

Skeepers is not the author or Creator of the Content subject of the assignment of rights. As such, any kind of loss or damage, dispute, difference or claim related to any Content shall be settled directly between the Client and the Creator, and the Client shall hold Skeepers harmless from any consequences thereof.

The Client acknowledges that the rights granted to it over the Content are non-exclusive and that, as such, Skeepers or third parties may also reproduce and represent them.

- **Specific provisions applicable to text reviews**

The customer review issued by the Creator is akin to a testimonial, always relates to a lived consumer experience and has the sole aim of informing future consumers.

Thus, Skeepers and its Clients or partners may freely use, reproduce, publish, make available and translate Customer Review Content throughout the world, on any media whatsoever.

- **Shoppable Content option**

**Description of the main functionalities of the optional 'Shoppable Content' add-on**

The Skeepers Shoppable Content add-on allows the Client to centralize and distribute on its e-commerce website different types of Content generated via compatible Skeepers Solutions or any content uploaded by the Client itself. In order to simplify the purchasing process for consumers, the 'Shoppable Content' add-on allows visitors to the Client's website to view the products of the brands presented in said content and to add them directly to their shopping cart.

**Access to and use of the 'Shoppable Content' add-on**

Shoppable Content is an add-on that requires installation on the Client's e-commerce website. Access to the module is reserved for Clients who have subscribed to compatible Skeepers Solutions.

The Client is responsible for using the add-on appropriately and for ensuring the accuracy and quality of the content distributed on its website, the add-on being only a module allowing the Client to distribute the content of its choice.

The Client is also responsible, where applicable, for ensuring compliance with the terms of use of third-party platforms, such as Instagram.

**Intellectual property**

The Client is responsible for ensuring that it has all the rights necessary to distribute the content on its website, including intellectual property rights such as copyright, trademark rights, personality rights or any other rights involved.

The Client also acknowledges and accepts that any use of the add-on is under its sole responsibility, including the content of messages, ads and any communication transmitted through it.

In the event that the content chosen by the Client includes music, the latter must guarantee that it has the necessary rights to distribute this music without infringing the intellectual property rights of third parties, applicable laws, etc.

Accordingly, the Client agrees to defend, indemnify and hold Skeepers, its officers, employees, representatives and partners harmless from and against any and all actions, claims or damages, including reasonable lawyers' fees, arising out of or in connection with the infringement of third party intellectual property rights with respect to the Content posted on its website.

- **Insertion in the Client's documents**

The Client, as a Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR). It may provide information on the data processing it carries out to Influencers and Testers at the time of creating its campaigns, in its emails or in the description of the campaign: 'Brief'.

In the context of a subscription by the Client to the UGC Widget, the Client must also notify prospects of the use of performance cookies and obtain their prior consent, if necessary, via its TagManager, in accordance with the data protection regulations in force.

Skeepers, as a separate Controller, complies with its own duty of transparency by keeping its Privacy Policy for Influencers and Testers (together referred to as 'Creators') up to date on its website at



<https://community.skeepers.io/privacy-policy/> .

**For more information on the Solution's GDPR compliance, please refer to our 'IM GDPR COMPLIANCE' booklet.**

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## ❖ CONSUMER DATA ACTIVATION

### A – Description of the main functionalities

The Product allows:

- Collection of web data and 'store' data based on 'first party' data,
- The provision of individual qualification models,
- The provision of product recommendation templates and scenarios for marketing campaigns,
- The targeting of individuals according to criteria using the data collected,
- The management of omni-channel and customized marketing communication campaigns.

Optionally, the scope of implementation of the Solution may also include:

- Creation of the marketing communication email template;
- The optimization of targeting according to communication strategies.

### B – Specific Conditions

#### • Financial conditions

The Client will pay the set-up fee at the start of the collaboration and a monthly subscription corresponding to the desired level of functionality and the volume of contacts sent (number of solicitations).

If this volume is not consumed, the price will not be affected.

If, on the other hand, the maximum volume of contacts sent is exceeded, a new pack of contacts or additional units must be purchased by the Client, based on a quote, in order to benefit from the launch of new campaigns until the end of the current subscription. Fees for Professional Services and other functionalities may be added, on the basis of a quote, at the Client's request.

#### • Insertion in the Client's documents

The Client, as Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR).

As such, it must include in its Privacy Policy, or any other dedicated document, a statement informing visitors to its website of their profiling, within the meaning of Article 4 of the GDPR, by adopting, for example, the following wording: *'You are the subject of preference studies' / 'Your information is subject to analysis with the aim of proposing you appropriate offers'*. It must offer them the possibility of being able to object to such profiling at any time. Depending on the complexity of the profiling and the number of data processed by the Client, the prior consent of Internet users may be required.

If the Client carries out Marketing surveys, these require the prior consent of the data subjects. Skeepers provides the Client with information notices to be incorporated into its Privacy Policy or any other equivalent document, in order to satisfy this obligation.

**To access these information notices and find out how to use the Customer Data Activation Solution in full compliance with the GDPR, please refer to our 'CDA GDPR COMPLIANCE' booklet.** The Client is solely responsible for adding or failing to add this the information proposed by Skeepers, in whole or in part. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client, by virtue of the obligation to provide advice incumbent on Subcontractors <https://www.cnil.fr/fr/definition/sous-traitant>.

Skeepers also advises the Client to insert an information banner on the landing page of its website in order to obtain the prior consent of users before any cookies are placed via the TagManager, and to display a cookie policy informing visitors of the sharing of their personal data with Skeepers and other recipients (third party entities that develop connectors used by the Client), in accordance with the Data Protection Regulations in force.

**For more information on the use of these cookies, please refer to our 'CDA GDPR COMPLIANCE' booklet.**

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## ❖ LIVE SHOPPING

### A – Description of the main functionalities

The Product allows:

- The creation of a live video event (in a studio or using a phone) to present the products on the Client's website, including a moderation function,
- The connection of a seller and a consumer via video chat on the website,
- The provision of a customized video player improving the user experience and enabling replay of the live shopping,
- The redistribution of live events on a dedicated page or directly accessible from the product sheets that were presented.

Optionally, the Solution may also contain:

- An API opening option for customized integration,
- An option for 'production support for live shopping'.

### B – Specific conditions

#### • Financial conditions

The Client will pay the set-up fee at the start of the collaboration and will also choose a 'Shopping Party' or 'One to One' subscription according to desired functionalities.

The Client will subscribe to a session pack (Live & Replay) depending on the desired number of sessions. Additional session packs may be added during the subscription and invoiced at the end of the year.

Fees for Professional Services and other functionalities may be added, on the basis of a quote, at the Client's request.

#### • Liability

Skeepers may not be held responsible for the Content of the live video, which remains the property of the Client. The scope of action of Skeepers Live Shopping is limited to the technological aspects.

Skeepers Live Shopping may not be held responsible for video quality degradation in the event of a network that does not comply with the technical guidelines relating to the minimum network bandwidth required.

#### • Distribution of Live Shopping Parties

The Client is autonomous in the creation and distribution of the videos. Client is solely responsible for the Content, intellectual property rights and image rights, as well as for communications around the event.

As part of the Professional Services, Skeepers may offer the Client a support service for the production of live events. In the event of termination of the subscription, the Client must upload its videos if it wishes to retain them, as they will be destroyed at the end of the agreement with Skeepers.

#### • Shoppable Content option

#### **Description of the main functionalities of the optional 'Shoppable Content' add-on**

The Skeepers Shoppable Content add-on allows the Client to centralize and distribute on its e-commerce website different types of Content generated via compatible Skeepers Solutions or any content uploaded by the Client itself.

In order to simplify the purchasing process for consumers, the 'Shoppable Content' add-on allows visitors to the Client's website to view the products of the brands presented in said content and to add them directly to their shopping cart.

#### **Access to and use of the 'Shoppable Content' add-on**

Shoppable Content is an add-on that requires installation on the Client's e-commerce website. Access to the module is reserved for Clients who have subscribed to compatible Skeepers Solutions.

The Client is responsible for using the add-on appropriately and for ensuring the accuracy and quality of the content distributed on its website, the add-on being only a module allowing the Client to distribute the content of its choice.

The Client is also responsible, where applicable, for ensuring compliance with the terms of use of third-party platforms, such as Instagram.

#### **Intellectual property**

The Client is responsible for ensuring that it has all the rights necessary to distribute the content on its website, including intellectual property rights such as copyright, trademark rights, personality rights or any other rights involved. The Client also acknowledges and accepts that any use of the add-on is under its sole responsibility, including the content of messages, ads and any communication transmitted through it.

In the event that the content chosen by the Client includes music, the latter must guarantee that it has the necessary rights to distribute this music without infringing the intellectual property rights of third parties, applicable laws, etc.

Accordingly, the Client agrees to defend, indemnify and hold Skeepers, its officers, employees, representatives and partners harmless from and against any and all actions, claims or damages, including reasonable lawyers' fees, arising out of or in connection with the infringement of third party intellectual property rights with respect to the content posted on its website.

- **Insertion in the Client's documents**

The Client, as Controller, is subject to the transparency obligation provided for in Article 12 et seq. of the General Data Protection Regulation (GDPR) and must inform Internet users of the processing of their data in its Privacy Policy, or any other equivalent dedicated document. Skeepers provides the Client with information notices to be incorporated into its Privacy Policy or any other equivalent document, in order to satisfy this obligation.

**To access these information notices and find out how to use the Live Shopping Solution in full compliance with the GDPR, please refer to our 'R&R LS GDPR COMPLIANCE' booklet.** The Client is solely responsible for adding or failing to add this the information proposed by Skeepers, in whole or in part. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client, by virtue of the obligation to provide advice incumbent on Subcontractors <https://www.cnil.fr/fr/definition/sous-traitant>.

The Client must also inform its employees of the processing of data concerning them when it asks them to participate in Live Shopping. It may do this in its Data Protection Policy for employees or through specific information provided to the data subjects (individual or departmental memo), including the information set out in Article 13 of the GDPR. It may also decide to inform the employee representative bodies thereof, at its own discretion. Obtaining the assignment of their image rights also falls within the scope of the Client's obligations.

The Client must also insert in its Privacy Policy, cookie banner (Tag Manager) or any other dedicated document, a statement informing visitors to its website of the existence of the 'Shopping Party Video' tracker and that any participation in a Live Shopping implies the automatic use of a cookie on its device.

In the context of a subscription by the Client to the 'Shoppable Content' add-on, the Client must also notify prospects of the use of performance cookies and obtain their prior consent, if necessary, via its TagManager, in accordance with the data protection regulations in force.

**For more information on the use of these cookies, please refer to our 'LS GDPR COMPLIANCE' booklet.**

As a reminder, non-compliance with the rights to which data subjects are entitled under Articles 12 to 22 of the GDPR is sanctioned in Article 83 thereof by administrative fines of up to EUR 20,000,000 or, in the case of a company, up to 4% of its total global annual turnover for the previous financial year, whichever is higher.

## **APPENDIX II – DATA PROCESSING AGREEMENT**

The Client has subscribed to various services described in these Terms and Conditions (hereinafter the 'T&C') as part of which personal data needs to be processed by Skeepers. The Parties have therefore come together to define in this Data Processing Agreement the terms and conditions on which personal data will be processed for the purposes of the performance of the services subscribed by the Client, in accordance with the Data Protection Regulations in force, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'General Data Protection Regulation', hereinafter the 'GDPR').

In order to provide the services subscribed by the Client, Skeepers will act:

- Sometimes as a Processor, undertaking to perform, on behalf of the Client, the Controller, the personal data processing operations necessary for the implementation of the Ratings & Reviews, Feedback Management, Customer Data Activation and Live Shopping Solutions;
- Sometimes as a Separate Controller, when Skeepers provides the Client with the Consumer Videos and/or Influencer Marketing Solutions.

Only the provisions relating to the services subscribed by the Client will be applicable to the Parties and the undertakings resulting from the performance of the other Products will not apply to them.

As this Data Processing Agreement forms an integral part of the Agreement, it will take effect on the date on which it is signed and continue to apply until the services cease to be performed. It will prevail over all other documents relating to Data Protection.

Each Party undertakes to comply with all the requirements of the Data Protection Regulations in force.

Technical terms specific to the protection of personal data ('personal data', 'processing', 'controller' and 'processor', etc.) will have the meaning assigned to them in Article 4 of the GDPR.

### **GENERAL PROVISIONS APPLICABLE WHEN SKEEPERS ACTS AS A PROCESSOR**

When Skeepers acts as a Processor (as part of its Ratings & Reviews, Feedback Management, Customer Data Activation and Live Shopping services), it undertakes to process Personal Data only for the strict purposes of and as necessary for the performance of the T&C.

#### **i. Obligations of the Client**

The Client determines, under its sole responsibility, the categories of Personal Data and the means and purposes of the processing covered by this Agreement. The tables set out below, describing the processing operations performed, the purposes of the processing and the data processed, etc. for each Solution are notified to the Client for information purposes only, in order to inform it of what may be done and what is configured by default in strict compliance with the privacy by design principle. The Client must therefore ensure that the proposals properly reflect its data processing needs. Given that the Solutions are proposed in SaaS mode, some of them may not be changed and are therefore standard for all Clients.

The Client undertakes to:

- (1) comply, before and throughout the processing operations, with the Data Protection Regulations in force and, in particular, the GDPR;
- (2) inform the Data Subjects of the processing operations covered by this Agreement and, in particular, the sharing of some of their Personal Data with Skeepers and other Third Parties, based, where appropriate, on the information notices proposed by Skeepers in its special documentation for each Solution. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client, in line with its obligation to provide advice as a Processor. The Client will remain solely liable to the Data Subjects for any lack of information or inaccuracy, error or omission relating to its Personal Data in accordance with the provisions set out in Article xv. (Liability for Personal Data Protection);
- (3) provide Skeepers with the data referred to in this Data Processing Agreement and ensure the relevance, quality, lawfulness, accuracy, authenticity and confidentiality of the data provided. The Client warrants that it holds the required rights for the Personal Data it transmits to Skeepers for the performance of the Products subscribed (prior information and consent, where necessary, etc.): it is solely and fully liable for the content of the data and the manner in which such data is collected under the GDPR or mandatory public policy provisions. Lastly, the Client undertakes not to include or transfer any sensitive or unlawful data. In particular, information whose content depicts violence or an incitement to commit a wrongful act,

as well as information that infringes the Intellectual Property rights of third parties or the right to privacy of the said third parties is unlawful;

- (4) document in writing any new instructions given to Skeepers relating to the processing of Personal Data, which must comply with the Data Protection Regulations in force;
- (5) ensure that the persons authorised to process the Data have committed themselves to confidentiality or are under an obligation of confidentiality;
- (6) ensure that the Data Subjects may effectively exercise all their rights under the GDPR;
- (7) collaborate with Skeepers to enable it to fully perform its obligations relating to Article 28 of the GDPR, in particular in the event of a security incident, whether or not constituting a personal data breach as defined in Article 4 of the GDPR, an inspection by a court or an administrative or data protection authority or any exercise of the rights of Data Subjects.

## **ii. Obligations of Skeepers as a Processor**

Skeepers undertakes to:

- comply, before and throughout the processing operations, with the Data Protection Regulations in force and, in particular, the GDPR;
- inform Data Subjects about the processing operations covered by these T&C in the [Skeepers Privacy Policy](#) and, if necessary, in its specific Policies;
- only grant access to the Client's Personal Data to staff members who need to process it;
- protect the confidentiality of the Personal Data processed under this Data Processing Agreement and during the performance of the T&C, in particular by ensuring that the persons authorised to process the Personal Data, under this Agreement:
  - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
  - receive the necessary training in Personal Data protection;
- process the data solely for the one or more purposes subcontracted to the Processor;
- process the data in accordance with the Client's documented instructions set out in this Data Processing Agreement, unless otherwise required by Skeepers under the Union or Member State law to which it is subject. In such a case, Skeepers shall inform the Client of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest. Skeepers shall immediately inform the Client if, in its opinion, an instruction breaches the Data Protection Regulations in force or any other Union or Member State data protection provisions. In such a case, it reserves the right, without any right for the Client to hold it liable or sanction it in any manner whatsoever, not to follow the instruction given, while continuing to perform the T&C and this Data Processing Agreement. The Client and Skeepers undertake to meet to settle the problem with the suspended instruction and negotiate an agreement on any sticking points;
- take into account, with regard to its tools, products, applications or services, the principles of privacy by design and privacy by default;
- keep a template record of Personal Data processing operations, which may be provided at any time at the request of the Client, in accordance with the Data Protection Regulations in force. It will be the responsibility of the Client to customise and update it, where applicable;
- collaborate with the Client in the event of an inspection by a court of law, administrative authority or a data protection authority or future changes to the Data Protection Regulations in force, to consider the necessary updates to ensure compliance.

## **iii. Instructions**

By default, the conclusion of the T&C and this Data Processing Agreement, the fulfilment of the purpose of the T&C and the use of the Solutions and their features in accordance with the T&C constitute the documented instructions of the Client. Skeepers reserves the right not to take into account any additional instructions, or changes to the instructions set out in this Article, that are not documented in writing.

A quote may be issued for any instruction exceeding or changing the documented instructions defined above, to be invoiced separately, if it requires a marked extra effort by Skeepers.

## **iv. Use of Sub-Processors**

Skeepers has received an approval in principle from the Client regarding its sub-processors listed online on <https://skeepers.io/en/en-sub-processors/> (the Client should refer to the 'third-party (sub)processors' and those used for the subscribed service(s)).

In order to be notified of any proposed changes to that list, by adding or replacing a sub-processor, the Client must register for notifications by submitting a request to [gdprsubprocessors@skeepers.io](mailto:gdprsubprocessors@skeepers.io). Once registered, it will be informed of any changes at least twenty (20) days before the effective addition or replacement of the one or more sub-processors, to give it sufficient time to examine the changes and, where applicable, object to them in a reasoned manner. Skeepers shall provide the Client with the information required to allow it to assess the quality of the selected sub-processor. It undertakes to only propose sub-processors to the Client providing at least the same data protection and security guarantees as those imposed on Skeepers. Skeepers shall ensure that its sub-processors provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Regulations in force. If the Client does not respond within that period of twenty (20) days from the sending of the notification email, it will be deemed to impliedly accept the one or more proposed sub-processors. If the contact details are inaccurate or are changed without being notified to Skeepers, Skeepers may not be held liable for any lack of notification, and Skeepers undertakes to use the necessary means to contact the Client, without being bound by an absolute obligation to achieve a specific result. It is the strict responsibility of the Client to register for notifications by submitting a request to the above email address: it may not, in any circumstances or in any manner whatsoever, claim a contractual irregularity or a breach of this Data Processing Agreement by Skeepers if it is not notified of a new sub-processor, and thus seek to hold it liable and apply for a termination of a contract or compensation of any kind or in any form whatsoever. A Change Log available at the bottom of the webpage gives the Client access to a summary of the significant changes made since the last update and a timestamp of each change occurring since the T&C were signed. In the event of a justified objection by the Client, the Parties undertake to negotiate an agreement.

Skeepers shall procure that the sub-processors comply with all the obligations of this Data Processing Agreement for their specific data processing operations, as well as with the Data Protection Regulations in force. If the sub-processors fail to fulfil their data protection obligations, Skeepers shall remain fully liable to the Client for the performance by the other processors of its obligations and shall require the defaulting sub-processor to promptly comply with them and/or replace the sub-processor.

#### **v. Data Transfers**

Skeepers does not store any Personal Data with sub-processors located outside the European Union or the European Economic Area (EEA), in a country that is not recognised by the European authorities as 'adequate', meaning providing a level of data protection equivalent to the GDPR.

Skeepers will not transfer any Personal Data to sub-processors located outside the European Union or the European Economic Area (EEA), in a country that is not recognised by the European authorities as 'adequate', unless otherwise expressly agreed with the Client for certain current or future sub-processors performing specific services, as set out on <https://skeepers.io/en/en-sub-processors/>. Skeepers makes every effort to use sub-processors located in the European Union, the European Economic Area (EEA) or a country recognised by the European authorities as 'adequate' whenever possible, as they provide the best data protection and security guarantees in accordance with the Data Protection Regulations.

If Skeepers is required to transfer Personal Data outside the European Union or the European Economic Area (EEA), to a country that is not recognised by the European authorities as 'adequate', under the Union or Member State law to which it is subject, it shall inform the Client in advance and in writing at [XXXX@XXX] as soon as possible, unless the relevant law prohibits such information on important grounds of public interest. If the contact details are inaccurate or are changed without being notified to Skeepers, Skeepers may not be held liable for any lack of notification, and Skeepers undertakes to use the necessary means to contact the Client, without being bound by an absolute obligation to achieve a specific result.

The Client's data is not shared between Skeepers Group Products and the data is strictly partitioned, unless otherwise expressly requested by a Client subscribing to several Skeepers Products and therefore wishing to enhance and optimise their use by cross-referencing its data.

If Personal Data needs to be transferred outside the European Union or the European Economic Area (EEA), to a country that is not recognised by the European authorities as 'adequate', appropriate guarantees must be implemented, in accordance with the provisions of Article 46 of the GDPR, unless the Parties or Skeepers can rely on one of the exceptions of Article 49 of the GDPR which must be proven. In the event that the appropriate guarantee chosen is the conclusion of standard contractual clauses, as adopted by the European Commission and in their latest version in force, Skeepers undertakes to provide a copy of the clauses signed with the one or more relevant sub-processors to any Clients who request this in writing.

Skeepers also undertakes to take the additional steps required to ensure that any processing operations performed outside the European Union or the European Economic Area (EEA), in a country that is not recognised as 'adequate', comply with the Data Protection Regulations, laid down in the EDPB guidelines entitled 'Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of



protection of personal data'. In such cases, a Data Transfer Impact Assessment (DTIA) must be carried out to minimise the remaining risks, to make them as low as possible. It may be sent to the Client, if requested in writing.

**vi. Information to be provided to Data Subjects and Exercise of Data Subject Rights**

It is the Client's responsibility to provide adequate information to the Data Subjects affected by the data processing operations, through its Privacy Policy, or any other special document, in accordance with the provisions of Article 12 *et seq.* of the GDPR. It may use the information notices proposed free of charge by Skeepers in its special documentation for each Solution. Skeepers waives all liability for the lawfulness of such information notices, offered solely as an example to the Client, in compliance with its obligation to provide advice as a Processor.

Skeepers shall assist the Client in fulfilling its obligation to respond to requests to exercise Data Subject rights: right of access, right to rectification and erasure, right to object, right to restrict processing, right to data portability and right not to be subject to automated individual decision-making (including profiling), etc.

Skeepers undertakes to forward to the Client, as soon as possible, within no more than five (5) business days of becoming aware thereof, to [XXXX@XXX], all requests to exercise rights submitted to it by the Data Subjects and to provide the Client with all necessary information about the processing performed, to allow the Client to respond to the Data Subjects. If the contact details are inaccurate or are changed without being notified to Skeepers, Skeepers may not be held liable for any lack of notification, and Skeepers undertakes to use the necessary means to contact the Client, without being bound by an absolute obligation to achieve a specific result. With regard to the Rating & Reviews Solution, the Client expressly authorises Skeepers to process any deletion or objection requests it receives from the Client's consumers, after checking that data is present in its 'Verified Reviews' Back Office: in such a case, the Client must be informed of the processing of the deletion requests by an automated message sent to the DPO email address provided by it in the Back Office; the Consumer will also be personally informed that the request has been successfully processed, as soon as possible and within no more than five (5) business days. No action will be expected from the Client. For objection requests, the Client may consult its blacklist at any time from the Verified Reviews Back Office.

In the event that the Client does not respond to the request to exercise a right sent and to any reminder from Skeepers, within a period of twenty (20) working days, Skeepers may use its best efforts to process the request from the Data Subject in order to limit the risks for both Parties, without however guaranteeing the effectiveness of the response, which will always be an obligation for the Client. In any event, Skeepers undertakes to process requests to exercise rights forwarded by the Client within five (5) business days of their receipt, save in the event of a large number of requests received or complex requests, in which case they must be processed within fifteen (15) business days.

**vii. Notice of Personal Data Breaches**

Skeepers shall notify to the Client any personal data breach, as defined in the General Data Protection Regulation (Article 4.12), affecting the Client's data, as soon as possible and within no more than forty-eight (48) hours of becoming reasonably certain that it happened, by email sent to [XXXX@XXX]. If the contact details are inaccurate or are changed without being notified to Skeepers, Skeepers may not be held liable for any lack of notification, and Skeepers undertakes to use the necessary means to contact the Client, without being bound by an absolute obligation to achieve a specific result.

That notice must be sent with any useful documentation to allow the Client, where necessary, to notify the breach to the appropriate supervisory authority.

The notice sent to the Client by Skeepers must contain, at the very least, the information listed in Article 33 of the GDPR. To the extent that it is not possible to provide all the information at the same time, it may be provided in phases without undue further delay.

In the event of a proven emergency, Skeepers may take corrective action, including suspending the hosting service, to put an end to the breach and its potential consequences, notwithstanding its binding agreements with the Client.

Skeepers acknowledges that the Client has sole authority to determine:

- (i) whether or not the personal data breach needs to be notified to the regulatory authority, the Data Subjects or any other person under the Data Protection Regulations in force; and
- (ii) the content of such notice.

Skeepers undertakes not to inform third parties, including Data Subjects, of any personal data breach.

Skeepers shall maintain, and make available to the Client, a record of all security incidents, including, but not limited to, personal data breaches, and shall document all relevant information regarding the circumstances of such incidents and breaches, the damage and the corrective action taken to mitigate their effects, and the action and steps taken to stop such incidents or breaches happening again.

**viii. Assistance to be provided by Skeepers to help the Client comply with its Obligations**

Skeepers shall make available to the Client, within eight (8) business days of the Client's request, the documentation necessary to demonstrate compliance with all its obligations under the Data Protection Regulations, this Data Processing Agreement and the T&C.

Skeepers shall cooperate with the Client and make every effort to assist the Client to help the Client prove that it complies with the obligations set out in the Data Protection Regulations in force.

If requested in writing by the Client, Skeepers undertakes to assist the Client to help it conduct data protection impact assessments, within the limits of the expertise of Skeepers and through the production of written materials. Skeepers may not be held liable for the Client's decision to conduct or not to conduct an impact assessment and, where applicable, to continue to process data despite the risks involved. The Client shall hold Skeepers harmless from any costs that Skeepers may incur as a result of the continued processing of data in accordance with the provisions of Article xv. (Liability for Personal Data Protection).

Skeepers also undertakes to assist the Client, through the production of written materials, for prior consultations of the supervisory authority.

**ix. Audits**

Provided that it has previously asked Skeepers in writing to provide it with the information needed to demonstrate compliance with its obligations as a processor (see previous point), and if the responses are not sufficient in its opinion, the Client may, at its own expense, once every twelve (12) months of the subscription, and during the term of the T&C, conduct an audit or arrange an audit by independent auditors not competing with Skeepers, for the processing operations covered by the T&C, after giving thirty (30) business days' prior notice. The appointed third-party auditor must first sign, in an express written declaration, a non-disclosure agreement (NDA) with the Client and Skeepers.

The audit request must be duly substantiated and notified by registered letter with acknowledgement of receipt, in which the Client must name the auditor appointed and specify the date and the scope of the auditor's work.

These reservations do not apply in the event of an incident relating to the protection of Personal Data or an inspection by the Data Protection Authority, requiring an urgent audit.

In any event, the scope of the on-site audit will be strictly limited to the processes used by Skeepers to operate the one or more Solutions in its capacity as a processor and to the Client's Personal Data. The audit may not cover any financial, accounting or business data of Skeepers or Personal Data of other Clients.

The audit will be used by the Client to check that the data processing operations and security (technical, physical and organisational measures) and backup procedures implemented on behalf of the Client comply with this Data Processing Agreement and the Data Protection Regulations.

The auditor must implement the necessary security measures to ensure the confidentiality of and protect sensitive audit-related data, in particular by ensuring that only authorised persons may access the relevant information. The auditor must also take all reasonable steps to avoid any loss, theft or unauthorized disclosure of audit-related information. If this occurs, the Client will be liable under Article xv. (Liability for Personal Data Protection).

Lastly, the auditor must undertake in writing not to damage or disrupt Skeepers' IT system and must provide sufficient guarantees in that respect. The appointed auditor must not disrupt the operations of Skeepers when conducting the audit. In such a case, the auditor undertakes to take all necessary steps, in particular by interrupting the test phase. The audit may only be conducted during Skeepers' business hours and Skeepers will assist the auditor, up to a maximum of two (2) man-days. Any extension requires the written consent of Skeepers.

In return, Skeepers undertakes to authorise the Client, or the companies retained by it to conduct the audit, to provide all necessary access authorisations, documents and information to the Client or its representative to enable it to conduct all necessary checks to determine its compliance with all the obligations set out in this clause and the Personal Data legislation. In particular, Skeepers shall fully cooperate in such audit by providing informed staff members with access to any useful information reasonably necessary for the audit, it being agreed that:

- documents must be consulted on the Provider's premises and only for the purposes of the missions assigned to the auditors, as the information collected may not be used for other purposes;
- the documents may not be reproduced, in whole or in part, without the prior consent of the Provider, which may object to this for reasons of confidentiality;
- no personal data may be transmitted during or in connection with those audits, unless it is owned by the Client, and with the Client's prior written consent.

At the end of its mission, the auditor undertakes to delete any document relating to the audit, with the exception of the final report.

If the Client needs to conduct an audit, it shall bear all costs incurred by such audit, including, but not limited to, the auditor's fees and travel and accommodation expenses, and shall reimburse Skeepers for all costs and expenses incurred by such audit, including those corresponding to the time spent on the audit by Skeepers' staff in excess of the above-mentioned two (2) man-days, based on the average man-day rate of Skeepers' staff who participated in the audit.

An audit report must be sent to Skeepers as soon as possible after the completion of the audit. The report must include the results of the audit and the observations, recommendations and proposed corrective action.

If the auditor finds that Skeepers is in breach of its obligations under this Data Processing Agreement and/or the Data Protection Regulations in force, the Parties shall meet without delay to agree the steps to be taken to cure the identified breaches.

In such a case, Skeepers undertakes to implement, at its own expense, all the corrective action decided between the Parties, to render the processing compliant with the current state of the art, this Data Processing Agreement and the applicable Data Protection Regulations, within sixty (60) days of the decision agreeing the corrective action to be taken by the Parties.

The Parties shall make the results of any audit available to the appropriate supervisory authorities, as and when requested.

#### **x. Security Measures**

Skeepers acknowledges that security is a fundamental criterion for the Client, and that compliance with the security requirements described in Article 32 of the GDPR constitutes an essential obligation, determinative of the Client's consent to the Agreement.

Skeepers undertakes to implement appropriate technical and organisational measures, including those resulting from Article 32 of the GDPR, to ensure an appropriate level of security, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, both by its staff and by any person acting under its authority, and its sub-processors.

It shall make available to the Client, on request, all the necessary technical documentation in its possession to demonstrate the above undertakings, subject to the prior signature of a Non-Disclosure Agreement (NDA) between the Parties.

#### **xi. Post-Processing Arrangements for the Data**

Fifteen (15) days prior to the end of the T&C, howsoever caused, Skeepers undertakes:

- at the Client's discretion, to return all Personal Data to the Client, or to the processor named by the Client, no later than fifteen (15) business days following the Client's request, in a legible or interoperable format agreed between the Parties. It may be returned on a different medium and in a different format, on request, and if technically feasible. The Data may not be returned, once the T&C have expired;
- to destroy or anonymize all the personal data processed on behalf of the Client, except as strictly necessary to safeguard its own rights and comply with its own statutory, accounting and/or regulatory obligations.

Unless the Client expressly notifies otherwise fifteen (15) days before the end of the T&C, the second option will be implemented by default. If requested by the Client in writing, Skeepers may certify the effective destruction of the Client's personal data.

#### **xii. Data Protection Officer**

Skeepers has appointed a Data Protection Officer. The DPO's email address is: [privacy@skeepers.io](mailto:privacy@skeepers.io).

The Client's Data Protection Officer can be contacted at the following email address: [XXXX@XXX].

#### **xiii. Amendment and Termination**

- **Amendment of the Data Processing Agreement**

The Data Processing Agreement may only be amended by a mutual, express, written agreement between the Parties, in which case any amendments or exceptions of any kind must be appended to this Data Processing Agreement and will become an integral part of this Data Processing Agreement, particularly in the event of changes to the Data Protection Regulations in force.

- **Automatic Termination**

The termination of all service agreements with Skeepers will automatically entail, without any formality, the immediate termination of this Data Processing Agreement.

The data collected during the performance of the T&C must be destroyed in accordance with Article xi).

#### **xiv. Liability for Personal Data Protection**

In their dealings, each Party is liable for all direct damage caused to the other Party by any breach by it, its employees, its representatives and, where applicable, its (sub)-processors of its obligations under this Agreement, the Data Processing Agreement or the Personal Data Protection Regulations in force.

The Client undertakes to ensure that the processing operations implemented for the purposes of the performance of the Agreement, as described in this Data Processing Agreement, comply with the Data Protection Regulations, to comply with the Principles of the GDPR (Chapter II), the Data Subject Rights (Chapter III), as well as any other obligations binding on it as a Controller, arising from the Data Protection Regulations, the T&C and/or this Data Processing Agreement, and to provide lawful instructions to Skeepers. The Client has fully understood the compliance advice provided by Skeepers, which remains purely informative and is not legal advice, and Skeepers may not be held liable, in any manner whatsoever, as regards its lawfulness. In connection with the foregoing, the Client shall hold Skeepers harmless from any action, challenge, claim or complaint by any third party (including any Data Subject), and from any sanction or award issued by any authority or court, and undertakes to reimburse Skeepers, where applicable, for any costs resulting from the handling of the litigation arising from the dispute of Skeepers, including:

a) costs (including legal fees), claims, applications, action, settlements, charges, proceedings, expenses, losses and damage (whether or not material);

b) to the extent permitted under the applicable law:

i) administrative and criminal fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority or a court of law; and

ii) any compensation paid to the Data Subjects.

Skeepers undertakes to comply with its obligations under the Data Protection Regulations as a Processor and, more specifically, Articles 28 and 29 of the GDPR, and protect the security of the personal data, as described in Article 32 of the GDPR, in Article x. (Security Measures) and in its technical documentation, save in the circumstances in which the Client is responsible for this. Accordingly, the Client will be solely liable for any damage related to a security flaw attributable to it, resulting in unavailability, a loss of traceability, a doubt about integrity or a lack of confidentiality of personal data.

The obligation to protect the security of personal data is a best efforts obligation and not an absolute obligation to achieve a specific result, as if it was an absolute obligation to achieve a specific result, the Parties would be liable for any personal data breach, regardless of the circumstances in which the breach occurs, even if they implement all necessary security measures on a continuous basis, as required under the General Data Protection Regulation.

In any event, the entire liability of Skeepers, in its capacity as a Processor, is capped under this Data Processing Agreement at the price paid by the Client over the last twelve (12) months.

#### **xv. Disputes**

- **Measures to Prevent Disputes**

Before a dispute arises and/or in the event of a potential dispute between the Parties in connection with the interpretation, performance or end of this Data Processing Agreement, the Parties shall meet with a view to agree appropriate measures to avoid the dispute. If this Data Processing Agreement conflicts with other contract documents, this Data Processing Agreement will prevail.

- **Out-of-Court Settlement**

If a dispute arises in relation to the application of this Data Processing Agreement, the Parties undertake to meet to settle it as soon as possible. In the event that the Parties fail to reach an agreement within two (2) months, they shall jointly appoint a mediator. The costs of the mediation will be borne equally by the two Parties.

- **Governing Law, Data Protection Authority and Jurisdiction**

This Data Processing Agreement is governed by the law specified in the T&C.

If no out-of-court agreement can be reached, that cannot be appealed, any dispute must be submitted to the courts designated in the T&C, to which the Parties assign territorial jurisdiction regardless of the place of use of the Service or the place of residence of the defendant. The Parties expressly agree that this clause applies even in the event of expedited proceedings.

The relevant Data Protection Authority is the Commission Nationale de l'Informatique et des Libertés.

If one or more provisions of this Data Processing Agreement are held to be invalid or declared as such pursuant to a law or regulation or following a final decision of a competent court or authority, the other provisions will retain their full validity, unless they are inseparable from the invalid provision. The Data Processing Agreement will prevail over any other data protection document.

## **RATINGS & REVIEWS**

In order for the Rating & Reviews Solution to work and, in particular, to allow customer Reviews to be collected in accordance with the certification issued under the ISO 20488 standard and be posted online, the Client necessarily needs to collect and process some of the Personal Data of consumers.

It is only after receiving the consumer database containing the said Data that Skeepers, as part of its Rating & Reviews solution, may collect Reviews concerning the quality of the Client's Products and/or services.

The Client is a 'controller' and Skeepers is a 'processor' within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). Accordingly, Skeepers is authorised to process the Personal Data on behalf and on the instructions of the Client.

**The table set out below details the one or more data processing operations implemented by Skeepers for the Rating & Reviews solution, on behalf of the Client**

<b>Type of operations performed on personal data</b>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Recording</li> <li>■ Storage</li> <li>■ Alteration</li> <li>■ Consultation/access</li> <li>■ Use</li> <li>■ Erasure/anonymization</li> <li>■ Organisation</li> <li>■ Extraction</li> <li>■ Disclosure</li> <li>■ Dissemination</li> <li>■ Making available</li> <li>■ Destruction</li> </ul>
<b>Purposes of the personal data processing operations performed by Skeepers on behalf of the Client</b>	<p>Main purpose: collect, manage and disseminate consumer Reviews.</p> <p>Sub-purposes:</p> <ul style="list-style-type: none"> <li>• receive information held by the Client about its consumers (by API, SFTP or CMS connector), where applicable, from the previous order file and Reviews previously collected;</li> <li>• send email/SMS campaigns (according to a rule pre-determined by the Client: Purchase event);</li> <li>• receive and manage customer Reviews;</li> <li>• where applicable, receive customer Reviews from Third-Party Platforms;</li> <li>• moderate customer Reviews;</li> </ul>

	<ul style="list-style-type: none"> <li>• extract and analyse verbatims, keywords and the polarity of verbatims;</li> <li>• monitor the performance of customer Reviews through analytical dashboards used for decision-making by the Client;</li> <li>• publish and disseminate customer Reviews: on the Client's websites, the product page, the Verified Reviews certificate page, the badge, the Verified Reviews directory, partner commercial websites (Brands and distributors), Third-Party Platforms, search engines and social media;</li> <li>• Helpful reviews: prospects vote on relevant reviews counted using their IP address;</li> <li>• Q&amp;A: Client can answer questions/address needs of prospects and its consumers.</li> </ul> <p><b>Processing operations specific to the Widget:</b></p> <ul style="list-style-type: none"> <li>• disseminate a Reviews carousel on the Client's website using a Widget implemented on the Client's website;</li> <li>• install a Skeepers performance tracker for the purpose of producing performance metrics to demonstrate the impact of the presence of a Reviews Widget on the purchasing behaviour of prospects on the Client's e-commerce website.</li> </ul>
<p><b>Categories of personal data processed</b></p>	<ul style="list-style-type: none"> <li>• Surname of the consumer;</li> <li>• Forename of the consumer;</li> <li>• Email address of the consumer;</li> <li>• Telephone number of the consumer if SMSs are to be sent;</li> <li>• Order number/reference;</li> <li>• Date of order;</li> <li>• Country Code;</li> <li>• Product purchased;</li> <li>• Image (where applicable);</li> <li>• Place of Purchase in store (where applicable);</li> <li>• IP address;</li> <li>• Email opening tracker (date, time, email delivery status, IP address and type of device used);</li> <li>• The score assigned by consumers to their customer experience;</li> <li>• Content of the Review (personal opinion relating to their customer experience);</li> <li>• The date and time of publication of the Review;</li> <li>• The consumer's response(s) to the Merchant Partner's comment(s) on a Review;</li> <li>• Consumer response(s) to questions asked by Internet Users on the Client's website.</li> </ul> <p><b>For processing operations specific to the Widget:</b></p> <ul style="list-style-type: none"> <li>• Image (where applicable)</li> <li>• Skeepers performance tracker:</li> </ul>

	<ul style="list-style-type: none"> <li>○ performance measurement cookie (first party);</li> <li>○ data collected: full IP, Customer ID, Content ID &amp; Media ID (internal identifiers), presence of the widget on the Client's website, number of widget views (display/click brand/product widget), number of views of customer Reviews, searches, paginations and filters of internet users, UserAgent (browser, OS, brand of the connection tool and operating system).</li> </ul> <p>No sensitive data will be accepted/processed.</p>
<b>Categories of data subjects affected by the processing</b> (hereinafter the 'Data Subjects')	<ul style="list-style-type: none"> <li>■ Consumers</li> <li>■ Prospects</li> <li>■ Employees of the Client</li> </ul>
<b>Recipients</b>	<p>At the Client's discretion:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Third-party suppliers;</li> <li>- Social media;</li> <li>- Third-Party Platforms;</li> <li>- Brands and distributors.</li> </ul>
<b>Retention period(s)</b>	<p>The personal data is retained for three months from the sending of the VERIFIED REVIEWS email, if no review is posted, or 18 months from the submission of the Review, if the consumer submitted a Review.</p> <p>The personal data attached to each Review is erased by automated anonymization.</p> <p>The anonymized Reviews are retained for five years, from the date of their publication, solely for statistical purposes.</p> <p>They are deleted from the database and backups after five years. The data deletion process takes place over a rolling one (1) month.</p> <p><b>For processing operations specific to the Widget:</b></p> <ul style="list-style-type: none"> <li>▪ Skeepers performance tracker: 13 months</li> </ul>

### **Feedback Management**

The Client is a 'controller' and Skeepers, providing the Feedback Management solution, is a 'processor' within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). Accordingly, Skeepers, providing the Feedback Management solution, is authorised to process the Personal Data on behalf and on the instructions of the Client.

**The table set out below details the one or more data processing operations implemented by the Feedback Management solution on behalf of the Client**

<b>Type of operations performed on personal data</b>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Recording</li> <li>■ Storage</li> <li>■ Alteration</li> <li>■ Consultation/access</li> </ul>
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	<ul style="list-style-type: none"> <li>■ Use</li> <li>■ Erasure/anonymization</li> <li>■ Organisation</li> <li>■ Structuring</li> <li>■ Adaptation</li> <li>■ Extraction</li> <li>■ Disclosure</li> <li>■ Dissemination</li> <li>■ Making available</li> <li>■ Combination</li> <li>■ Destruction</li> </ul>
<p><b>Purposes of the personal data processing operations performed by Skeepers on behalf of the Client</b></p>	<p><b>Main purposes:</b></p> <ul style="list-style-type: none"> <li>o collect and manage customer insight by sending surveys at all stages of the purchasing process to optimise the experience and engagement of prospects and customers, at all times.</li> </ul> <p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>o receive the Client's data (including manual import, by API or FTP of the Client contact mailing list);</li> <li>o where applicable, import, manually or via an FTP import, into the Platform the Client's experience data, reviews posted on Third-Party Platforms and data from surveys already completed by the Client to continuously enrich the Client's database, by supplementing the information present in the Client's CRM tool;</li> <li>o disseminate customisable surveys to the Client's contacts according to a behaviour previously determined by the Client, in particular with regard to the analysis of the internet user's journey on the websites published by the Client. The survey may be sent via an API and/or by displaying a pop-up/button on the Client's websites and mobile apps, by email, by SMS and on social media, containing a clickable URL link and/or a QR Code to the survey;</li> <li>o collect information relating to the experience of internet users, customers, prospects, partners and employees, etc. of the Client, i.e. customer insights, consisting of the following: responses to surveys, reviews, information about their experiences and attributes, etc.</li> <li>o segment the surveyed population using qualifying personal and contextual information (attributes);</li> <li>o analyse the insights collected to improve the customer experience (customer irritants) and develop customer centricity in their organisation, etc.</li> <li>o provide the Client with an overview of the results of the insights analyses and/or the associated raw data in the form of reports as well as dashboards and customer experience performance analyses;</li> <li>o allow the Client to react to and manage an action plan and create scenarios based on the insights collected, in order to address the</li> </ul>



	<p>risks/opportunities and expectations of its customers, prospects, partners and employees, etc.;</p> <ul style="list-style-type: none"> <li>o improve the usability of customer insights by applying enhancements, transformations and analyses determined by the Client: data recoding, transcription, translation and semantic analysis, etc.;</li> <li>o issue alerts and manage customer recontacts, re-engagement of customer contacts based on the insights collected;</li> <li>o where applicable, disseminate reviews collected in search engines and other Third-Party Platforms;</li> <li>o manage Solution Users named by the Client (allocation of access rights as well as rules for sharing documents and results);</li> <li>o allow the Client to assess its teams and staff, whether internal or external to the Client's organisation, using insights attached to Users.</li> </ul>
<p><b>Categories of personal data processed</b></p>	<p>Non-exhaustive list, according to the needs of the Controller, which it must determine below ('attributes'):</p> <ul style="list-style-type: none"> <li>o Surname of the Respondent;</li> <li>o Forename of the Respondent;</li> <li>o Gender of the Respondent;</li> <li>o Email address of the Respondent;</li> <li>o Customer ID (assigned by the Client);</li> <li>o Country;</li> <li>o Order number, purchase reference, etc.;</li> <li>o Date of purchase/order/subscription;</li> <li>o Date of solicitation/sending of the email or SMS;</li> <li>o Image (where applicable);</li> <li>o 'Raw insights', i.e. feedback from the Respondents previously defined by the Client (level of satisfaction and comments, etc.);</li> <li>o Insights triggering the re-engagement actions determined by the Client;</li> <li>o Mail opening tracker ;</li> <li>o Cookies; Etc.</li> </ul> <p>The following information will be processed for the use of the Solution:</p> <ul style="list-style-type: none"> <li>o Name of the Client account;</li> <li>o Logs: <ul style="list-style-type: none"> <li>• User login,</li> <li>• Time the action was performed,</li> <li>• Page on which the action was performed,</li> <li>• Outcome of the action.</li> </ul> </li> </ul> <p>No sensitive data will be accepted/processed.</p>
<p><b>Categories of data subjects affected by the processing (hereinafter the 'Data Subjects')</b></p>	<ul style="list-style-type: none"> <li>■ Respondents (determined according to the Client's needs: employees, customers of the Client, prospects and partners, etc.),</li> <li>■ Users of the Solution.</li> </ul>
<p><b>Recipients</b></p>	<p>At the Client's discretion:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Third-party suppliers;</li> </ul>

	- Third-Party Platforms.
<b>Retention period(s)</b>	<p>The responses to the surveys and the corresponding personal data are active and available on the Client's account for 24 months.</p> <p>That retention period is justified to conduct statistical studies, relevant for the Client.</p> <p>A shorter period may be used at the Client's request. However, the following restrictions will apply:</p> <ul style="list-style-type: none"> <li>• the Solution will not be able to return statistics for mailings after the end of the chosen period;</li> <li>• the Solution will not be able to apply the rules preventing over-surveying after the end of the chosen period;</li> <li>• the Solution will not be able to provide mailing logs to the Client after the end of the chosen period;</li> <li>• furthermore, the minimum retention period for Backups is 15 days. Contact data will therefore be retained in such backups for 15 days after its deletion from the main database;</li> <li>• lastly, application logs may contain contact data and are retained for six months. Such specific data logs may not be wiped.</li> </ul> <p>For all those reasons, we recommend that responses and data should be retained on the platform for at least six months.</p> <p>At the end of the chosen retention period, responses to surveys and the corresponding personal data are retained for an additional period of 12 months. They may not be consulted by the Client. Their retention is only justified by the hand-over clause that may be activated during that period and will allow them to be extracted.</p> <p>After that additional period of 12 months, the personal data will be anonymized.</p> <p>Data is retained according to the following policy:</p> <p>SFTP servers: 30 days</p> <p>User logins: 6 months</p> <p>Database snapshots: 15 days of backup retention</p>

### **Customer Data Activation**

The Client is a 'controller' and Skeepers, providing the Customer Data Activation solution, is a 'processor' within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). Accordingly, Skeepers, providing the Customer Data Activation solution, is authorised to process the Personal Data on behalf and on the instructions of the Client.

**The table set out below details the one or more data processing operations implemented by Skeepers for the Customer Data Activation solution on behalf of the Client**

<b>Type of operations performed on personal data</b>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Recording</li> <li>■ Storage</li> <li>■ Alteration</li> <li>■ Consultation/access</li> <li>■ Use</li> <li>■ Erasure</li> <li>■ Organisation</li> <li>■ Structuring</li> <li>■ Extraction</li> <li>■ Disclosure</li> <li>■ Dissemination</li> <li>■ Making available</li> <li>■ Alignment</li> <li>■ Combination</li> <li>■ Destruction</li> </ul>
<b>Purposes of the personal data processing operations performed by Skeepers</b>	<p>Main purposes:</p> <ul style="list-style-type: none"> <li>• measure website traffic;</li> <li>• monitor customer behaviour to reconcile online and offline journeys;</li> <li>• perform direct marketing operations.</li> </ul> <p>Sub-purposes:</p> <ul style="list-style-type: none"> <li>• collect and clean up the consumer data of a brand;</li> <li>• obtain a comprehensive view of all consumer interactions in a single unified database (Pulse);</li> <li>• align web data with data from transactional systems to reconcile identities;</li> <li>• facilitate knowledge of customers by enriching customer data using attributes;</li> <li>• facilitate knowledge of customers by enriching customer data through segmentation;</li> <li>• facilitate knowledge of customers by enriching customer data with product recommendations;</li> <li>• determine the consumers most open to receiving communications based on an objective (statistical or probabilistic models);</li> <li>• implement a customised marketing campaign targeting a qualified audience with segmentation criteria (purchasing behaviour and age, etc.) determined in advance by the Client for each different channel (email, SMS, voicemail, third-party supplier, social media and website);</li> <li>• measure the performance/impact of online/offline marketing campaigns (behavioural measure: conversion volume, conversion rate, turnover of the Campaign, Turnover per individual) and adapt them, where necessary;</li> <li>• automate the mailing of marketing campaigns to a targeted audience;</li> <li>• track the opening of marketing emails (use of a pixel or installation of a cookie);</li> <li>• transfer campaign data to partners.</li> </ul>

<b>Categories of personal data processed</b>	<p>Non-exhaustive list, according to the needs of the Controller, which it must determine below:</p> <ul style="list-style-type: none"> <li>• Personal data identifying individuals (surname, forename and date of birth);</li> <li>• Personal data relating to private life (postal address, email address, telephone number and number of children);</li> <li>• Personal data related to the transactions for the products and services purchased;</li> <li>• Personal data related to browsing;</li> <li>• Location-related personal data;</li> <li>• Cookies (tag added on the website made available to the Client), allowing the Client to: <ul style="list-style-type: none"> <li>○ compile statistics and traffic and user volumes for the various sections of the website (analytics cookies);</li> <li>○ reconcile the online and offline behaviour of consumers (when logging in to their account on the Client's Website, opening marketing emails (email opening pixel) and during browsing on the Client's Website);</li> <li>○ customise the offering of products and services proposed to internet users.</li> </ul> </li> </ul>
<b>Categories of data subjects affected by the processing</b> (hereinafter the 'Data Subjects')	<ul style="list-style-type: none"> <li>■ Prospects,</li> <li>■ Consumers.</li> </ul>
<b>Recipients</b>	<p>At the Client's discretion:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Third-party suppliers;</li> <li>- Third-Party Platforms.</li> </ul>
<b>Retention period(s)</b>	<p>As part of its internal policy, each Client determines the appropriate retention period for its data.</p> <p>Unless otherwise instructed by the Client, data must be retained by Skeepers for the entire duration of the contractual relationship.</p>

### Live Shopping

The Client is a 'controller' and Live Shopping is a 'processor' within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). Accordingly, Live Shopping is authorised to process the Personal Data on behalf and on the instructions of the Client.

**The table set out below details the one or more data processing operations implemented by Skeepers for the Live Shopping solution on behalf of the Client**

<b>Type of operations performed on personal data</b>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Recording</li> <li>■ Storage</li> <li>■ Consultation/access</li> <li>■ Use</li> <li>■ Erasure</li> <li>■ Disclosure</li> <li>■ Dissemination</li> </ul>
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	<ul style="list-style-type: none"> <li>■ Making available</li> <li>■ Destruction</li> </ul>
<p><b>Purposes of the personal data processing operations performed by Skeepers on behalf of the Client</b></p>	<p><b>Main purpose:</b> connect potential buyers on the Client's online sales platform with the Client's sales assistants and/or advisers, through Live Shopping sessions, with the aim of triggering purchases.</p> <p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>• manage registrations of prospects who wish to be notified of the Client's Live Shopping sessions via its form;</li> <li>• automate mailings of SMS and emails to the relevant data subjects, by the notification management partner, to remind them of Live Shopping sessions;</li> <li>• if they participate in or open a Live Shopping session or access a replay, assign a 'Customer ID' Session ID number for the purposes of managing the streaming of Shopping Parties and producing service performance metrics and statistics for the Client via the Tag;</li> <li>• disseminate Live Shopping sessions on the website, third-party platforms and social media of the Client (Simulcast);</li> <li>• create a virtual shopping cart, known as the 'pre-purchase process', to allow purchases to be finalised on the Client's online sales platform, according to the purchase process proposed by the Client;</li> <li>• provide a feature allowing the Client's employees to moderate chat rooms;</li> <li>• provide a feature allowing the Client's employees to disseminate a poll previously created during a Live Shopping session;</li> <li>• allow prospects to rate Live Shopping sessions;</li> <li>• record, host and retain videos to allow replay;</li> <li>• disseminate live sessions and replays on the channels chosen by the Client (websites, Third-Party Platforms, social media and search engines).</li> </ul> <p><b>Processing operations specific to the Competition add-on:</b></p> <p><b>Main purpose:</b> develop and disseminate attractive content encouraging prospects to participate in competitions using a widget implemented on the shopping party player of the Clients of Skeepers.</p> <p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>▪ register entries via a registration form included in the content;</li> <li>▪ perform random draws using an algorithm of participants who completed the form, triggered by administrators from the back office;</li> <li>▪ display winners to Skeepers administrators in the back office;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ disseminate winners by adding a CSV file with a lifetime limited to two weeks on a secure FTP.</li> </ul> <p><b>Processing operations specific to the UGC Widget:</b></p> <ul style="list-style-type: none"> <li>• disseminate, on the Client's website, a carousel of UGC videos allowing prospects to view brand products with a view to buying them, using a Widget implemented on the Client's website;</li> <li>• provide features for sharing the video and adding products to the cart;</li> <li>• install a Skeepers performance tracker for the purpose of producing performance metrics to demonstrate the impact of the presence of videos or live sessions on the purchasing behaviour of prospects on the Client's e-commerce website.</li> </ul>
<p>Categories of personal data processed</p>	<ul style="list-style-type: none"> <li>• 'Customer ID' Session IDs: assigned to each user whenever a Live Shopping session is opened, whether in a live or replay format (number of viewers, type of audience, number of product views, number of products added to a cart, number of messages (posted, average messages, engagement), number of hearts (posted, average hearts, engagement), average viewing duration per viewer, duration of the event, browser, mobile telephone/computer, operating system and brand of the connection tool, replay and UserAgent, etc.);</li> <li>• Videos: image and voice of the Client's employees;</li> <li>• The telephone numbers OR email addresses of potential buyers who wish to be notified of the Client's Live Shopping sessions via the Client's form;</li> <li>• Tracking of the opening of the link implemented in the SMS notifying the start of the Live Shopping session;</li> <li>• Number of voters in the poll disseminated by the Client.</li> </ul> <p><b>For processing operations specific to the Competitions add-on:</b></p> <ul style="list-style-type: none"> <li>• Browsing: <ul style="list-style-type: none"> <li>o number of pages viewed</li> <li>o time per page</li> <li>o current status</li> </ul> </li> <li>• number of registrations,</li> <li>• number of options,</li> <li>• number of partner options,</li> <li>• identification of the participant: <ul style="list-style-type: none"> <li>o customer identity generated automatically</li> <li>o email address</li> <li>o forename</li> <li>o surname</li> <li>o telephone number</li> </ul> </li> </ul>

	<p>o physical address (if physical gifts are to be distributed)</p> <p><b>For processing operations specific to the UGC Widget:</b></p> <ul style="list-style-type: none"> <li>• Image and voice;</li> <li>• Skeepers performance tracker: <ul style="list-style-type: none"> <li>o performance measurement cookie (first party);</li> <li>o data collected: full IP, Customer ID, Content ID &amp; Media ID (internal identifiers), number of views, average viewing time, number of viewers, type of audience, duration of the event, clicks, impressions, UserAgent (browser, OS, brand of connection tool and operating system), products added to a cart, identifier of products added to a cart, value added to a cart, transaction content, display and live or replay playback.</li> </ul> </li> </ul>
<p><b>Categories of data subjects affected by the processing</b> (hereinafter the 'Data Subjects')</p>	<ul style="list-style-type: none"> <li>• The Client's sales assistants and/or advisers (Client employees);</li> <li>• Prospects;</li> <li>• Competition participants (end customers or prospects).</li> </ul>
<p><b>Recipients</b></p>	<p>At the Client's discretion:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Third-party suppliers;</li> <li>- Social media;</li> <li>- Third-Party Platforms.</li> </ul>
<p><b>Retention period(s)</b></p>	<ul style="list-style-type: none"> <li>• 'Customer ID' Session IDs: retained for the duration of the Session;</li> <li>• Javascript tag: term of the Agreement (used to display product videos (Shoppable content) and live shopping sessions);</li> <li>• Application logs: six months;</li> <li>• Skeepers stores and retains videos for replay on the websites and pages identified by the Client for the entire Term of the Agreement;</li> <li>• The information collected to notify potential buyers of the Live Shopping session for which they have registered is deleted 24 hours after the date and time of the Live Shopping session.</li> </ul> <p><b>For processing operations specific to the Competitions service:</b></p> <ul style="list-style-type: none"> <li>• 12 months by default, destruction on request</li> </ul> <p><b>For processing operations specific to the UGC Widget:</b></p> <ul style="list-style-type: none"> <li>▪ Image and voice: term of the Agreement</li> <li>▪ Skeepers performance tracker: 13 months</li> </ul>

## **GENERAL PROVISIONS APPLICABLE WHEN SKEEPERS ACTS AS A SEPARATE CONTROLLER**

Skeepers acts as a Separate Controller for its Consumer Videos and Influencer Marketing services.

Skeepers and the Client have decided to formally record, in this Data Processing Agreement, the specific terms and conditions on which each of them will act as a Separate Controller for the data they share (hereinafter the 'Shared Data').

They must fulfil their statutory obligations and they undertake to comply with all the requirements of the Data Protection Regulations in force and to maintain the confidentiality and security of the Shared Data.

Technical terms specific to the protection of personal data ('personal data', 'processing', 'controller' and 'processor', etc.) will have the meaning assigned to them in Article 4 of the GDPR.

### **(1) Obligations of the Parties**

The Parties shall comply with all applicable requirements of the Data Protection Regulations in force (including any necessary certifications or registrations).

This point (i) supplements, and does not amend, delete or replace, the obligations of the Parties under the Data Protection Regulations in force.

With regard to the principles of the GDPR, each Party represents and warrants that it:

- collected the Shared Data lawfully and made every effort to ensure its accuracy and authenticity;
- established a legal basis for processing, in accordance with the Data Protection Regulations in force, to allow a legal transfer of the Shared Data to the other Party for the purposes of the performance of this Agreement;
- took steps to ensure the reliability (including through adequate training) of the staff, suppliers and processors who may be required to process the Shared Data and ensure that they are bound by an obligation to maintain the confidentiality of the Shared Data and to process the Shared Data in accordance with the instructions of the relevant Controller;
- informed the Data Subjects of the existence of the Data Processing Agreement by providing them with an outline of the Data Processing Agreement. For the Client, where applicable, it informed its employees, through a specific information notice (individual or department memo) of the processing of their personal data with the Consumer Videos solution, using the information required under Article 13 of the GDPR. It is responsible for deciding, at its own discretion, whether or not to inform employee representative bodies;
- implemented appropriate technical and organisational measures to prevent any unauthorised or unlawful processing of the Shared Data and any loss or destruction of or damage to, on an accidental basis, the Shared Data, depending on the potential level of harm and the type of data to be protected and taking into account the state of technological development and the cost of implementing such measures. Those measures may include, where applicable, pseudonymizing and encrypting the Shared Data, preventing any unauthorised access to or reading, copying, altering or deletion of the Shared Data during electronic transmission and/or storage, safeguarding the confidentiality, integrity, availability and resilience of its systems and services, safeguarding the ability to restore the availability of and access to the Shared Data in a timely manner after an incident, adopting measures to ensure that the Shared Data may be processed by logically separating it from the Personal Data of other clients of the service provider and regularly assessing the effectiveness of the technical and organisational measures adopted by the service provider.

With regard to the principles of the GDPR, each Party shall:

- taking into account the nature of the Processing of the Shared Data and, to the extent possible, provide such assistance as is reasonably required by the other Party to (i) respond to any request or communication falling within the scope of this point, and (ii) assist the other Party in fulfilling its obligation to respond to Data Subjects in accordance with the Data Protection Regulations in force at [XXXX@XXX], with the address of Skeepers being as follows: [privacy@skeepers.io](mailto:privacy@skeepers.io). The Parties undertake to ensure that they have implemented an effective data subject rights procedure involving several channels (email address, postal address, etc.) that may be used by the Data Subjects to exercise their rights and to respect their rights, if the request is lawful and is not covered by any exception. The Parties undertake to communicate to each other all Data Subject rights requests that could impact the data processing operations agreed between them as soon as possible and within no more than five (5) business days.



- taking into account the nature of the processing and the information in their possession:
  - assist the other Party in fulfilling its own obligations under the Data Protection Regulations in force, including by providing all available information to the other Party to demonstrate the security of the Shared Data, to conduct a privacy impact assessment where necessary (Articles 35 and 36 of the GDPR) for example, when an impact assessment reveals a high risk for the processing, as well as to prove to the supervisory authority that it complies with the obligations provided for in the Data Protection Regulations in force;
  - notify to the other Party any security incident causing a Personal Data Breach as defined in the GDPR, as soon as possible and within no more than forty-eight (48) hours of becoming aware of it, to [XXXX@XXX], with the address of Skeepers being as follows: [privacy@skeepers.io](mailto:privacy@skeepers.io). That notice must enclose the information required under Article 33 of the GDPR. If it is not possible to provide all the information at the same time, it may be provided in phases without undue further delay. The Party that has suffered the Personal Data Breach shall communicate to the other Party the findings of the inquiry into the breach, as soon as they become available. It shall also take all reasonable corrective action required to minimise the negative effects of the Personal Data Breach, restore the security, confidentiality and/or integrity of the Shared Data and stop the Personal Data Breach happening again;
  - inform the other Party, as soon as possible, if it becomes aware that a procedure, inquiry or any other type of investigation has been commenced by an authority concerning a potential breach of the Data Protection Regulations in force for the Processing of the Shared Data (or any finding or discovery made in connection with such an inquiry) and, more generally, of any legislation that could have a material adverse effect on this Agreement or its ability to fulfil its obligations under this Agreement;
  - maintain complete, up-to-date internal records of the Processing of the Shared Data, demonstrating compliance with this Data Processing Agreement and the Data Protection Regulations in force;
  - conduct regular checks on the implementation and performance of this Data Processing Agreement and, where necessary, adapt its policies and its technical and organisational measures in accordance with the Data Protection Regulations in force.

## **(2) Use of Processors**

For each Processor retained by a Party that may have access to the Shared Data, the relevant Party shall:

- conduct a prior assessment of the Processor to ensure that it is able to comply with the relevant obligations imposed on the relevant Party under this Data Processing Agreement, to be subcontracted to the Processor;
- ensure that an appropriate written contract is signed between the relevant Party and each Processor, in accordance with Article 28 of the GDPR, the terms and conditions of which may not be less stringent than those set out in this Data Processing Agreement (in particular with regard to the requirements established between the Parties concerning Processing that complies with the requirements of the Data Protection Regulations in force);
- remain fully liable to the other Party for all acts and/or omissions of the Processor that could cause the relevant Party to breach this Data Processing Agreement and/or the Main Agreement.

Skeepers' Processors are listed online at <https://skeepers.io/en/en-sub-processors/>.

Neither Party may store any Shared Data with Processors located outside the European Union or the European Economic Area (EEA), in a country that is not recognised by the European authorities as 'adequate', meaning providing a level of data protection equivalent to the GDPR, unless otherwise expressly agreed with the other Party.

The Parties may not transfer any Shared Data to Processors located outside the European Union or the European Economic Area (EEA), in a country that is not recognised as 'adequate', unless otherwise expressly agreed with the other Party for certain current or future Processors performing specific services, as set out on <https://skeepers.io/en/en-sub-processors/>. Each Party shall make every effort to use Processors located in the European Union, the European Economic Area (EEA) or a country recognised as 'adequate' whenever possible, providing the best data protection and security guarantees in accordance with the Data Protection Regulations in force.

If a Party is required to transfer Shared Data outside the European Union or the European Economic Area (EEA), to a country that is not recognised as 'adequate', under the Union or Member State law to which it is subject, it shall inform the other Party in advance and in writing at [XXXX@XXX] at least fifteen (15) days in advance, unless the relevant law prohibits such information on important grounds of public interest.

In the event that Shared Data needs to be transferred outside the European Union or the European Economic Area (EEA), to a country that is not recognised as 'adequate', the transfer must be framed by the conclusion of standard contractual clauses, as adopted by the European Commission and in their latest version in force.

In such a case, each Party undertakes to take the additional steps required to ensure that any processing operations performed outside the European Union or the European Economic Area (EEA), in a country that is not recognised as 'adequate', comply with the Data Protection Regulations in force, taking into account the decision issued by the Court of Justice of the European Union on 16 July 2020 (Schrems II) and in accordance with the EDPB guidelines entitled 'Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data'. In such cases, a Data Transfer Impact Assessment (DTIA) must be carried out to minimise the remaining risks, to make them as low as possible.

### **(3) Audits**

If requested in writing and in advance by a Party, the other Party shall agree to cooperate and provide, within a reasonable time, the relevant documents demonstrating the Party's compliance with the Data Protection Regulations in force and/or its obligations under this Agreement, after concealing any sensitive or confidential commercial information.

### **(4) Access to Shared Data**

As and when a Party provides the other Party with Shared Data, that Party warrants that (i) it obtained the Shared Data lawfully and in accordance with the Data Protection Regulations in force, (ii) it holds the necessary rights, authorisations and consents to be able to lawfully provide the Shared Data to the other Party to allow it to lawfully use and process the Shared Data in the manner and for the purposes provided for in this Agreement, and (iii) to the best of its knowledge, the Shared Data is materially accurate, current and correct.

Each Party undertakes and warrants to the other Party that: (i) it will process the Shared Data in accordance with the Data Protection Regulations in force, (ii) it will make available to Data Subjects, on request, the information required under the Data Protection Regulations in force in relation to the Shared Data and this Agreement, (iii) it will swiftly respond to any request for information from supervisory authorities in relation to the Shared Data, (iv) it will take all appropriate steps to ensure compliance with the necessary technical and organisational measures, (v) it has obtained all necessary licences, permissions and authorisations and completed all registrations and other formalities required to lawfully comply with its obligations under this Agreement and the Data Processing Agreement, (vi) there is no pending or, to the knowledge of the relevant Party, potential procedure or inquiry, that has or could have a material adverse effect on this Agreement or on the ability of that Party to fulfil its obligations under this Agreement, and (vii) it is not aware, as at the effective date, of anything within its reasonable control that has or could have an adverse effect on its ability to fulfil its obligations under this Agreement.

### **(5) Term and Termination**

This Data Processing Agreement will take effect on the date on which the Service Agreement is signed.

This Data Processing Agreement will remain in full force and effect for such time as the T&C take effect.

For the avoidance of doubt, this Data Processing Agreement will be terminated, with immediate effect, if the Main Agreement is terminated, unless otherwise agreed between the Parties.

If changes to the Data Protection Regulations in force prevent a Party from fulfilling all or part of its obligations under the Main Agreement or this Data Processing Agreement, the Parties shall suspend the processing of the Shared Data until such processing complies with the new requirements. If the Parties are unable to render the processing of the Shared Data compliant with the Data Protection Regulations in force within thirty (30) days, either Party may terminate, in writing, the agreements entered into under the Terms and Conditions.

### **(6) Post-Processing Arrangements for the Data**

Fifteen (15) days before the end of the Agreement, howsoever caused, the Parties shall consult each other to determine whether the Shared Data:

- needs to be returned to the other Party, or to the processor named by the other Party, within no more than fifteen (15) calendar days of its request, in a legible or interoperable format agreed between the Parties, and/or
- needs to be destroyed or anonymized, except for the continuation of the activities of the Solution, the safeguarding of its own rights and compliance with the statutory, accounting and contractual obligations of each Party.

If requested in writing, each Party shall certify the effective destruction of the Shared Data if this is the solution chosen, within fifteen (15) calendar days of the said request.

### **(1) Data Protection Officer**

Skeepers has appointed a Data Protection Officer. The DPO's email address is: [privacy@skeepers.io](mailto:privacy@skeepers.io).

The Client's Data Protection Officer can be contacted at the following email address: [XXXX@XXX].

## **(2) Amendment and Early Termination**

### **– Amendment of the Data Processing Agreement**

The Data Processing Agreement may only be amended by a mutual, express, written agreement between the Parties, in which case any amendments or exceptions of any kind must be appended to this Data Processing Agreement and will become an integral part of this Data Processing Agreement, particularly in the event of changes to the Data Protection Regulations in force.

### **– Automatic Termination**

The termination of all service agreements with Skeepers will automatically entail, without any formality, the immediate termination of this Data Processing Agreement.

The data collected during the performance of the Agreement must be destroyed in accordance with Article (vi).

## **(3) Liability for Personal Data Protection**

Each Party shall be liable to the other Party for any direct damage that it, its processors, if any, or its staff may cause by any breach of its obligations in connection with the performance of this Agreement or the application of the Data Protection Regulations in force. Accordingly, each Party assumes its own liability for any harmful consequences resulting from a breach of its obligations.

Neither Party may under any circumstances be held liable for any indirect losses that may be caused to the other Party as a result of or in connection with the performance of this Agreement and its consequences. Indirect damage means, in particular, any loss of earnings or profit, loss of chance, commercial damage or the consequences of any complaints or claims by third parties against the other Party.

Neither Party may be held liable for a breach of the other Party's obligations. If an award is issued against a Party for a breach by the other Party, the latter shall reimburse it for all the losses sustained.

## **(4) Measures to Prevent Disputes**

Before a dispute arises and/or in the event of a potential dispute between the Parties in connection with the interpretation, performance or end of this Data Processing Agreement, the Parties shall meet with a view to agree appropriate measures to avoid the dispute. If this Data Processing Agreement conflicts with other contract documents, this Data Processing Agreement will prevail.

### **- Out-of-Court Settlement**

If a dispute arises in relation to the application of this Data Processing Agreement, the Parties undertake to meet to settle it as soon as possible. In the event that the Parties fail to reach an agreement within two (2) months, they shall jointly appoint a mediator. The costs of the mediation will be borne equally by the two Parties.

### **– Governing Law and Jurisdiction**

This Data Processing Agreement is governed by the law of the Agreement.

If no out-of-court agreement can be reached, that cannot be appealed, any dispute must be submitted to the courts designated in the T&C, to which the Parties assign territorial jurisdiction regardless of the place of use of the Service or the place of residence of the defendant. The Parties expressly agree that this clause applies even in the event of expedited proceedings.

The relevant Data Protection Authority is the Commission Nationale de l'Informatique et des Libertés.

If one or more provisions of this Data Processing Agreement are held to be invalid or declared as such pursuant to a law or regulation or following a final decision of a competent court, the other provisions shall retain their full validity, unless they are inseparable from the invalid provision.

## **Consumer Videos**

Skeepers and the Client use the Consumer Videos Platform to create video content, framed by a Brief determined by the Parties, but also to allow the Client to obtain ambassadors and promotional videos and to allow Consumer Videos to obtain image rights for them.

The Client promotes its Campaigns and provides, where applicable, employee data or selects ambassadors shortlisted by Skeepers. Skeepers and/or the Client select the candidates and the Client chooses the winning videos, configured in line with the Platform's technical criteria, as well as the video distribution channel, from those available on the Platform.

Accordingly, Skeepers is responsible for the entire video content creation process, from recruitment to support in the creation of videos, in line with the technical criteria determined by the Platform, up until the distribution channels. Those provisions may be varied according to the wishes of the Parties. Accordingly, Consumer Videos and the Client acknowledge that they act as ‘Separate Controllers’.

**The table set out below details the one or more data processing operations implemented by Skeepers for the Consumer Videos solution:**

<b>Type of operations performed on personal data</b>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Recording</li> <li>■ Storage</li> <li>■ Alteration</li> <li>■ Consultation/access</li> <li>■ Use</li> <li>■ Erasure</li> <li>■ Extraction</li> <li>■ Disclosure</li> <li>■ Dissemination</li> <li>■ Making available</li> <li>■ Combination</li> <li>■ Destruction</li> </ul>
<b>Purposes of the personal data processing operations performed by Skeepers</b>	<p><b>Main purpose:</b></p> <p>create, process and disseminate promotional Videos online.</p> <p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>• where applicable, track the links integrated into the materials used for the Client’s Campaigns to assess their impact;</li> <li>• receive the personal information of the Client’s employees participating in the Campaigns to provide access to the Consumer Videos Platform (creation of an employee Platform);</li> <li>• collect registration information from Platform Users (by email, social media or other third-party platforms) in order to create an account for them from the Client’s landing page;</li> <li>• receive and share with the Client the completed forms and/or presentation videos of candidates for the Campaign;</li> <li>• access candidate information in line with the access authorisation of the Client’s employee;</li> <li>• allow the Client or Skeepers to moderate applications;</li> <li>• allow the Client to select candidates to become Testers of its products;</li> <li>• manage the order and distribution of the Products sent to the Testers (unless otherwise requested by the Client, if it wishes to deliver its products itself, in which case, the contact details of the Testers will be communicated to the Client);</li> <li>• issue reminders to Testers who have not produced Videos, by any means (email, telephone or post);</li> </ul>

	<ul style="list-style-type: none"> <li>• receive and share with the Client the promotional videos of the Testers;</li> <li>• allow Skeepers or the Client to moderate the Videos;</li> <li>• allow the Client to validate the Videos;</li> <li>• automatically generate subtitles and translation by AI;</li> <li>• produce internal memos;</li> <li>• use a separate messaging system with the Testers and with Skeepers;</li> <li>• allow the Client to disseminate/share Videos online (websites, third-party platforms, partner commercial websites (Brands and distributors), social media and QR codes, etc.);</li> <li>• provide features for voting, participating and sharing online videos on product pages;</li> <li>• allow Skeepers to manage User/Tester accounts;</li> <li>• allow Skeepers to propose campaigns similar to those in which the Tester participated and/or according to the Tester's preferences in his/her profile (opt-in);</li> <li>• export the personal information of users of the Consumer Videos platform linked to the Client;</li> <li>• manage image rights;</li> <li>• perform data analyses, performance metrics (registration rate, number of applications, approved or rejected complete applications, number of video projects, impacted product sales rate, number of video displays, video playback rate, average number of video playbacks, number of visitors, breakdown of visitors by source, breakdown of visits by device, number of connections, breakdown of sales of impacted products by device, number of product sales, number of impacted product sales, rate of impacted sales, breakdown of videos by device, number of views on product information sheets, number of video playbacks, watch rate, product page views/number of video playbacks, average viewing percentage (completion rate) and number of QR code views and flashes, etc.);</li> <li>• classify Videos with the best ratings, the most views, the most votes, the most shares or the most effective for purchases etc.;</li> <li>• conduct marketing and statistical analyses;</li> <li>• produce a gallery of videos validated by the Client.</li> </ul> <p><b>Processing operations specific to the Video Shopping Gallery (VSG) UGC Widget:</b></p> <ul style="list-style-type: none"> <li>• disseminate, on the Client's website, a carousel of UGC videos allowing prospects to view brand products with a view to buying them, using a Widget implemented on the Client's website;</li> <li>• provide features for sharing the video and adding the product to a cart;</li> </ul>
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	<ul style="list-style-type: none"> <li>• install a Skeepers performance tracker for the purpose of producing performance metrics to demonstrate the impact of the presence of videos on the purchasing behaviour of prospects on the Client's e-commerce website.</li> </ul>
<b>Categories of personal data processed ('Shared Data')</b>	<ul style="list-style-type: none"> <li>• Surname;</li> <li>• Forename;</li> <li>• Photograph;</li> <li>• Video;</li> <li>• Date of birth;</li> <li>• Email address;</li> <li>• Telephone number;</li> <li>• Postal address;</li> <li>• Interests;</li> <li>• Information published on social media;</li> <li>• IP address;</li> <li>• Trackers;</li> <li>• Performance metrics;</li> <li>• History and details of participation in the Campaigns;</li> <li>• Number and dates of Videos and Content posted on the Platform;</li> <li>• Reviews, votes and shares for Videos;</li> <li>• Attachments for Internal Memos/Messaging Systems, which may contain Personal Data.</li> </ul> <p><b>Data specific to the Video Shopping Gallery (VSG) UGC Widget:</b></p> <ul style="list-style-type: none"> <li>• Image and voice;</li> <li>• Skeepers performance tracker: <ul style="list-style-type: none"> <li>o performance measurement cookie (first party);</li> <li>o data collected: full IP, Customer ID, Content ID &amp; Media ID (internal identifiers), number of views, average viewing time, number of viewers, type of audience, duration of the event, clicks, impressions, UserAgent (browser, OS, brand of connection tool and operating system), products added to a cart, identifier of products added to a cart, value added to cart, transaction content, video display, playback and pause.</li> </ul> </li> </ul>
<b>Categories of data subjects affected by the processing (hereinafter the 'Data Subjects')</b>	<ul style="list-style-type: none"> <li>■ Users of the Consumer Videos platform;</li> <li>■ Testers;</li> <li>■ End customers/consumers or prospects of the Client;</li> <li>■ Client's contacts and business partners;</li> <li>■ Employees or external staff hired by the Client.</li> </ul>
<b>Recipients</b>	<p>At the discretion of the Parties:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Social media;</li> <li>- Third-party suppliers;</li> <li>- Third-Party Platforms;</li> <li>- Brands and distributors.</li> </ul>

<b>Retention period(s)</b>	<p>Contact data and video data processed by the Platform are active and available in the Client's account for 12 months.</p> <p>After 12 months, the data related to videos and the videos are retained as follows:</p> <ul style="list-style-type: none"> <li>• videos are retained for 20 years and may be made accessible if the Client purchases a new licence;</li> <li>• video-related data (contact data and video data) is made available at the Client's request for 12 months. At the end of that period, the data is anonymized and saved for statistical purposes. Anonymization involves using dummy data to replace all personal data. Once anonymized, the data ceases to be accessible to the Client.</li> </ul> <p>The above periods may be varied by the Client (with the exception of the retention period for Videos).</p> <p>User/Tester Data is retained for the entire duration of their activity on the Platform. It will be anonymized six months after the closure of their account.</p> <p>User/Tester Data is deleted within two years of their last activity on their account.</p> <p><b>Retention periods specific to the Video Shopping Gallery (VSG) UGC Widget:</b></p> <ul style="list-style-type: none"> <li>▪ Image and voice: term of the Agreement</li> <li>▪ Skeepers performance tracker: 13 months</li> </ul>
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**The table set out below details the one or more data processing operations that may be implemented by the Client for Shared Data**

<b>Nature and purposes of the Processing</b>	<ul style="list-style-type: none"> <li>• disseminate Campaigns via email, newsletters, websites, social media and third-party platforms;</li> <li>• send employee personal information to Skeepers to provide access to the Consumer Videos Platform (employee platform);</li> <li>• receive the completed forms and/or presentation videos of candidates for the Campaign;</li> <li>• access candidate information in line with the access authorisation of the Client's employee;</li> <li>• allow the Client or Skeepers to moderate applications;</li> <li>• select candidates to become product Testers;</li> <li>• validate the request for the one or more products requested by the Testers from the catalogue;</li> <li>• manage the order and distribution of the Products sent to the Testers (where applicable), in which case, the contact</li> </ul>
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	<p>details of the Testers will be communicated to the Client;</p> <ul style="list-style-type: none"> <li>• receive promotional videos from the Testers;</li> <li>• allow Skeepers or the Client to moderate the Videos;</li> <li>• validate Videos;</li> <li>• produce internal memos;</li> <li>• use a separate messaging system with the Testers and with Skeepers;</li> <li>• where applicable, record Live sessions;</li> <li>• disseminate/share Videos online (websites, third-party platforms, social media and QR codes, etc.);</li> <li>• export the personal information of users of the Consumer Videos platform linked to the Client;</li> <li>• access data analyses, identify trends (registration rate, number of applications, complete applications, number of video projects, impacted product sales rate, number of video displays, video playback rate, average number of video playbacks, number of visitors, breakdown of visitors by source, breakdown of visits by device, number of connections, approved or rejected, breakdown of sales of impacted products by device, number of product sales, number of impacted product sales, rate of impacted sales, breakdown of videos by device, number of views on product information sheets, number of video playbacks, watch rate, product page views/number of video playbacks, average viewing percentage (completion rate) and number of QR code views and flashes, etc.);</li> <li>• access the classification of the Videos with the best ratings, the most views, the most votes, the most shares or the most effective for purchases etc.;</li> <li>• access the Gallery of validated videos.</li> </ul>
<p>Categories of Personal Data to which the Client has access or processed Personal Data (<b>'Shared Data'</b>)</p>	<ul style="list-style-type: none"> <li>• Surname;</li> <li>• Forename;</li> <li>• Photograph;</li> <li>• Video;</li> <li>• Date of birth;</li> <li>• Email address;</li> <li>• Telephone number;</li> <li>• Postal address;</li> <li>• Interests;</li> <li>• Metrics;</li> <li>• History and details of participation in the Campaigns;</li> <li>• Number and dates of Videos and Content posted on the Platform;</li> <li>• Reviews, votes and shares for Videos;</li> <li>• Attachments for Internal Memos/Messaging Systems, which may contain Personal Data.</li> </ul>



<p><b>Categories of data subjects affected by the processing</b> (hereinafter the 'Data Subjects')</p>	<ul style="list-style-type: none"> <li>■ Users of the Consumer Videos platform;</li> <li>■ Testers;</li> <li>■ End customers/consumers or prospects of the Client;</li> <li>■ Client's contacts and business partners;</li> <li>■ Employees or external staff hired by the Client.</li> </ul>
<p><b>Recipients</b></p>	<p>At the Client's discretion:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Social media;</li> <li>- Third-party suppliers;</li> <li>- Third-Party Platforms;</li> <li>- Brands and distributors.</li> </ul>

### Influencer Marketing

Skeepers connects the influencers and consumers present on its Influencer Marketing Platform, the 'Creators', with the Client, to allow the 'Creators' to create content presenting and/or mentioning the Client's products/services on the Client's social media pages and/or websites, depending on the campaigns chosen by the Client.

Skeepers is responsible for targeting influencers based on their interests and profile and social media settings. It creates and manages their accounts, accepts or rejects them based on its own criteria, displays profiles on the Platform, offers a matching system to the Client and displays influencer scoring, based on their campaigns, handles product deliveries and manages the Platform as a whole. Skeepers also has a database of consumers who may write gifted reviews to be posted on the e-commerce website of the Client and/or the Client's partners "Testers".

The Client creates its campaign, manages it, selects influencers from the Influencers database provided by Skeepers that correspond to its campaigns according to their profiles, interests and social media settings, may handle product deliveries and rates influencers. If it so wishes, it may also use the database of consumers provided by Skeepers.

Those provisions may be varied or supplemented according to the joint wishes of the Parties.

Accordingly, Skeepers and the Client acknowledge that they act as 'Separate Controllers'.

**The table set out below details the one or more data processing operations implemented by Skeepers for the Influencer Marketing solution**

<p><b>Type of operations performed on personal data</b></p>	<ul style="list-style-type: none"> <li>■ Receipt</li> <li>■ Collection</li> <li>■ Registration</li> <li>■ Storage</li> <li>■ Alteration</li> <li>■ Consultation/access</li> <li>■ Use</li> <li>■ Erasure</li> <li>■ Organisation</li> <li>■ Extraction</li> <li>■ Disclosure</li> <li>■ Dissemination</li> <li>■ Making available</li> <li>■ Reconciliation</li> <li>■ Combination</li> <li>■ Destruction</li> </ul>
<p><b>Purposes of the personal data processing operations performed by Skeepers</b></p>	<p><b>Main Purpose (Influencers):</b></p> <ul style="list-style-type: none"> <li>• connect the Client with influencers, users of the platform, to allow them to create content presenting the Client's products on the Client's social media pages and/or websites, depending on the campaigns chosen by the Client.</li> </ul> <p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>• select influencers meeting Skeepers prerequisites (eligibility criteria depending on the social media used);</li> <li>• create and manage Influencers' accounts and connect to their social media pages;</li> <li>• allow the Client to create and manage Influencer review campaigns, define a target audience (categories, sex, age, location, skin type, hair, lifestyle and audience (audience size and engagement rate), Global License and interactions (views and likes planned);</li> <li>• allow the Client to create and manage customised lists;</li> <li>• include questions to Influencers in Campaigns, where applicable;</li> <li>• provide the Client with access to the community of Influencers of Skeepers and their profiles and search database;</li> </ul>

	<ul style="list-style-type: none"> <li>• suggest the profiles of Influencers according to their interests, the settings of their social media pages and campaigns already performed, providing a high level of compatibility (as a percentage) with the Client's Campaigns (matching/scoring);</li> <li>• allow the Client to accept or reject Influencers according to its own criteria;</li> <li>• use the messaging system with influencers;</li> <li>• allow Skeepers to deliver the products OR transmit to the Client the contact details of the data subjects, in the event that the Client handles the delivery of the products;</li> <li>• post content presenting the Client's products on the Influencers' social media pages;</li> <li>• allow the Client to score the Influencer;</li> <li>• allow the Influencer to obtain an overall score;</li> <li>• produce the Top 10 influencers according to the performance metrics generated by their posts (impression/interactions/reaches/likes/comments/shares);</li> <li>• categorise influencers according to their scores and performance metrics (silver, gold and platinum);</li> <li>• award ARPP badges to Influencers who have completed the relevant training course;</li> <li>• allow Skeepers to propose new campaigns similar to those in which the Influencer participated and/or according to the Influencer's preferences in his/her profile (opt-in);</li> <li>• analyse influencer performance metrics (subscribers, performance, likes, engagement, audience location and average age, etc.) for their activities (average acceptance rate and production rate, etc.) and the latest posted content;</li> <li>• produce dashboards: Reports (Number of interactions, engagement rate, Earned Media Value), Marketing (number of campaigns, number of interactions (likes and views), Earned Media Value, creator activation funnel, review publication graph, campaign and creator rankings), Reviews (all reviews posted by influencers) and Traffic (clicks from product reviews) (export in CSV format);</li> <li>• provide induction and training sessions;</li> <li>• provide ongoing account management:             <ul style="list-style-type: none"> <li>○ creation,</li> <li>○ support by email and telephone,</li> <li>○ assistance with campaign strategy and best practice.</li> </ul> </li> </ul> <p><b>Main Purpose (Testers):</b></p> <ul style="list-style-type: none"> <li>• connect the Client with consumers, users of the platform, to allow them to produce written reviews about the Client's products on the Client's websites.</li> </ul>
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	<p><b>Sub-purposes:</b></p> <ul style="list-style-type: none"> <li>• create and manage registered consumer accounts;</li> <li>• create and manage consumer review campaigns;</li> <li>• solicit written consumer reviews;</li> <li>• allow Skeepers to deliver the products OR transmit to the Client the contact details of the data subjects, in the event that the Client handles the delivery of the products;</li> <li>• allow consumers to post their gifted reviews: on the Client's websites, partner commercial websites (Brands and distributors), Third-Party Platforms, search engines and social media;</li> <li>• allow consumers to rate and recommend Products.</li> </ul> <p><b>Processing operations specific to the UGC Widget :</b></p> <ul style="list-style-type: none"> <li>• disseminate, on the Client's website, a carousel of UGC videos allowing prospects to view brand products with a view to buying them, using a Widget implemented on the Client's website;</li> <li>• provide features for sharing the video and adding the product to a cart;</li> <li>• install a Skeepers performance tracker for the purpose of producing performance metrics to demonstrate the impact of the presence of videos on the purchasing behaviour of prospects on the Client's e-commerce website.</li> </ul>
<p><b>Categories of personal data processed</b></p>	<p><b>Mandatory for registration with the Platform:</b></p> <ul style="list-style-type: none"> <li>o Email address;</li> <li>o Location (country);</li> <li>o Date of birth.</li> </ul> <p><b>Mandatory for consumer Campaigns:</b></p> <ul style="list-style-type: none"> <li>o Surname and forename;</li> <li>o Sex;</li> <li>o Full postal address;</li> <li>o Telephone number.</li> </ul> <p><b>Mandatory for Influencer Campaigns:</b></p> <ul style="list-style-type: none"> <li>o Surname and forename;</li> <li>o Sex;</li> <li>o Full postal address;</li> <li>o Telephone number;</li> <li>o Public data accessible from the Influencer accounts on their social media pages, retrieved via API;</li> <li>o Performance metrics.</li> </ul> <p><b>Not mandatory for Influencers:</b></p> <ul style="list-style-type: none"> <li>o Image (and voice if Video);</li> <li>o Skin colour;</li> <li>o Relationship status;</li> <li>o Parenting;</li> <li>o Number of children;</li> <li>o Pets;</li> <li>o Purchasing habits;</li> <li>o Skin type and concerns;</li> <li>o Beauty habits;</li> <li>o Hair colour/type;</li> <li>o Household income;</li> </ul>

	<ul style="list-style-type: none"> <li>o Diet;</li> <li>o Colour of eyebrows;</li> <li>o Glasses;</li> <li>o Sizes;</li> <li>o Lifestyle;</li> <li>o Skin problems;</li> <li>o Preferred brands;</li> <li>o Interests;</li> <li>o Cookies.</li> </ul> <p><b>Not mandatory for consumers:</b></p> <ul style="list-style-type: none"> <li>o Image;</li> <li>o Cookies.</li> </ul> <p><b>Data specific to the UGC Widget:</b></p> <ul style="list-style-type: none"> <li>• Image and voice;</li> <li>• Skeepers performance tracker:</li> <li>o performance measurement cookie (first party);</li> <li>o data collected: full IP, Customer ID, Content ID &amp; Media ID (internal identifiers), number of views, average viewing time, number of viewers, type of audience, duration of the event, clicks, impressions, UserAgent (browser, OS, brand of connection tool and operating system), products added to a cart, identifier of products added to a cart, value added to cart, transaction content, video display, playback and pause.</li> </ul>
<b>Categories of data subjects</b> (hereinafter the 'Data Subjects')	<ul style="list-style-type: none"> <li>■ Influencers</li> <li>■ Consumers.</li> </ul> <p><b>For processing operations specific to the Shoppable Content add-on:</b></p> <ul style="list-style-type: none"> <li>■ Prospects</li> </ul>
<b>Recipients</b>	<p>At the discretion of the Parties:</p> <ul style="list-style-type: none"> <li>- E-commerce connectors;</li> <li>- Social media;</li> <li>- Third-party suppliers;</li> <li>- Third-Party Platforms;</li> <li>- Brands and distributors.</li> </ul>
<b>Retention Period(s)</b>	<p>Creator personal data is retained for the entire duration of their activity in their Creator area. It will be anonymized six months after the closure of their account. Accounts are deleted two years from their last activity in their account.</p> <p><b>Periods specific to the UGC Widget:</b></p> <ul style="list-style-type: none"> <li>▪ Image and voice: term of the Agreement</li> <li>▪ Skeepers performance tracker: 13 months</li> </ul>

**The table set out below details the one or more data processing operations that may be implemented by the Client for Shared Data**

Nature and purposes of the Processing	<p><b>Influencer Campaigns:</b></p> <ul style="list-style-type: none"> <li>• create and manage Influencer review campaigns, define a target audience (categories, sex, age, location, skin type, hair, lifestyle and audience (audience size</li> </ul>
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	<p>and engagement rate), Global License and interactions (views and likes planned);</p> <ul style="list-style-type: none"> <li>• create and manage customised lists;</li> <li>• include questions to Influencers in Campaigns, where applicable;</li> <li>• access the community of Influencers of Skeepers and their profiles and search database;</li> <li>• access the suggested profiles of Influencers according to their interests, the settings of their social media pages and campaigns already performed, providing a high level of compatibility (as a percentage) with the Campaigns (matching/scoring);</li> <li>• accept or reject Influencers;</li> <li>• use the messaging system with influencers;</li> <li>• allow Skeepers to deliver the products OR transmit to the Client the contact details of the data subjects, in the event that the Client handles the delivery of the products;</li> <li>• consult the content presenting products posted on the Influencers' social media pages;</li> <li>• score Influencers;</li> <li>• access to the overall score of the Influencer;</li> <li>• access to the Top 10 influencers according to the performance metrics generated by their posts (impression/interactions/reaches/likes/comments/shares);</li> <li>• access to the categorisation of influencers according to their scores and performance metrics (silver, gold and platinum);</li> <li>• access to analyses of influencer performance metrics (subscribers, performance, likes, engagement, audience location and average age, etc.) for their activities (average acceptance rate, production rate, etc.) and the latest posted content;</li> <li>• access to Dashboards: Reports (Number of interactions, engagement rate, Earned Media Value), Marketing (number of campaigns, number of interactions (likes and views), Earned Media Value, creator activation funnel, review publication graph, campaign and creator rankings), Reviews (all reviews posted by influencers) and Traffic (clicks from product reviews) (export in CSV format).</li> </ul> <p><b>Consumer campaigns:</b></p> <ul style="list-style-type: none"> <li>• create and manage consumer review campaigns;</li> <li>• solicit written consumer reviews;</li> </ul>
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	<ul style="list-style-type: none"> <li>• allow Skeepers to deliver the products OR transmit to the Client the contact details of the data subjects, in the event that the Client handles the delivery of the products;</li> <li>• allow consumers to post their gifted reviews: on the Client’s websites, partner commercial websites (Brands and distributors), Third-Party Platforms, search engines and social media;</li> <li>• allow consumers to rate and recommend Products.</li> </ul>
<p>Categories of Personal Data to which the Client has access or processed Personal Data (<b>‘Shared Data’</b>)</p>	<ul style="list-style-type: none"> <li>o Surname and forename;</li> <li>o Sex;</li> <li>o Full postal address;</li> <li>o Telephone number.</li> <li>o Email address;</li> <li>o Location (country);</li> <li>o Date of birth;</li> <li>o Telephone number;</li> <li>o Public data accessible from the Influencer accounts on their social media pages, retrieved via API;</li> <li>o Performance metrics.</li> </ul> <p><b>Not mandatory for Influencers:</b></p> <ul style="list-style-type: none"> <li>o Image (and voice if Video);</li> <li>o Skin colour;</li> <li>o Relationship status;</li> <li>o Parenting;</li> <li>o Number of children;</li> <li>o Pets;</li> <li>o Purchasing habits;</li> <li>o Skin type and concerns;</li> <li>o Beauty habits;</li> <li>o Hair colour/type;</li> <li>o Household income;</li> <li>o Diet;</li> <li>o Colour of eyebrows;</li> <li>o Glasses;</li> <li>o Sizes;</li> <li>o Lifestyle;</li> <li>o Skin problems;</li> <li>o Preferred brands;</li> <li>o Interests.</li> </ul>
<p>Categories of data subjects</p>	<ul style="list-style-type: none"> <li>■ Influencers</li> <li>■ Consumers</li> </ul>