



TERMS OF SERVICES SKEEPERS

Welcome to Octoly Inc. doing business as Skeepers (“Skeepers” and/or “Company”)! These Client Terms of Service (these “Terms”) completed by Specific Terms applicable to services identified in the Order Form (“Specific Terms”), including the Mandatory Arbitration Provisions, provide the terms and conditions under which Skeepers permits your use of the Company’s solutions as described herein and on the Skeepers website (collectively, the “Service”). Please review these Terms carefully.

These Terms, the Specific Terms and the Order Form are a Agreement between Skeepers and the business or organization that completes the process of registering for a client account and becomes enabled to utilize the Service (the “Client”), as described in more detail below. (Note that we will sometimes refer to Skeepers in these Terms as “we,” “us” or “our” and to our Client as “you” or “your”.)

Article 1: Purpose of the Terms

Skeepers offers to the Client (together the “Parties”) innovative SaaS software within which Skeepers hosts its applications as well as its Services and makes them available to the Client via the Internet (the “Solutions”) to generate reviews and contents by person using the Internet network to access various content made publicly available (“Internet user”), but also to drive the continuous improvement of the Client experience.

These Terms include not only the contractual terms set forth herein, but also include (i) each Order Form or other written offline agreement that may be entered into between Client and Skeepers by the execution by an authorized officer thereof (a “Order Form”), (ii) all operating rules, policies and guidelines that are referred to herein or that may otherwise be published by Skeepers on its websites (collectively, the “Guidelines”), and (iii) the provisions of our Privacy Policy, all of which (the “Agreement”) are incorporated as part of these Terms.

You acknowledge and agree to be legally bound by these Terms, as they may be modified from time to time by Skeepers, by accessing or continuing to use the Service.

The Order Form and Specific Terms signed between the Parties constitute the entire agreement between you and us and supersede the Terms.

The Terms and Specific Terms supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning their subject matter. The Client, as a professional from the digital field takes the commitment to provide Skeepers with the information about its business and objectives allowing the latter to adapt its offer of SaaS-type Solutions developed by Company and defined in Appendix 1 (the “Services”) and features. The Company cannot be held liable for any lack of advice if the information provided by the Client is inaccurate or incomplete.

Article 2: Term and termination of the Agreement

Article 2.1: Conditions of engagement

The Agreement enters into force upon signature by the Parties and remains in force for the duration indicated in the Order Form depending on the Service chosen by the Client.

The Agreement shall automatically renew (without the need to go through the Service-interface “check-out” or execute a renewal Order Form) for additional terms of the same length of time.

Each subscription to the Service may be canceled by either Party at least forty-five (45) days before its anniversary date, by registered letter or email with acknowledgment of receipt.

You may elect to cancel your service at any time and, except as otherwise provided in these Terms, such cancellation will be effective as of the end of the then-current subscription term and no refund of any prepaid fees will be provided to you. If you desire to cancel your subscription for the service, you must notify us by contacting us by email at accounts-receivables-octoly@skeepers.io and demonstrating to our satisfaction your authority to cancel Client’s subscription.

If you are using the service during any trial period without charge, you must cancel the service prior to the end of the trial period in order to avoid incurring the charges for the paid subscription for the service. If you are the authorized legal representative for a legal entity that has been formally dissolved or otherwise ceased



to be authorized to act for its own account (without opportunity for revival), and you wish to cancel a service subscription for such Client, you must notify us by email at accounts-receivables-octoly@skeepers.io and demonstrate to our satisfaction your authority to act on behalf of Client and request cancellation of the service. We will cancel the service subscription if you demonstrate to our satisfaction your legal authority to act and be legally responsible for such Client and your ability to validate the details of the payment method used for such service subscription.

Article 2.2: Early termination

In all cases, each Party will have the option to unilaterally terminate the Agreement at any time in the event of a serious breach by the other Party of any of the obligations imposed on it; notably if you fail to pay the applicable subscription fees and any applicable Taxes in full and in a timely manner according to these Terms, the provision of Services by Skeepers, respect of the integrity of the Solution defined in Appendix 1, respect of Skeepers' processing imposed by certification and respect of all intellectual property rights, whether registered or not, and all requests for registration, renewals and extensions resulting therefrom including, without limitation, royalties, copyright, rights to software, database rights, patents, knowledge, trademarks, company names, domain names, designs and models, trade secrets as well as all existing and/or future equivalent rights - whether registered or not - throughout the world ("Intellectual Property") of each party; after sending, by appropriate means, a formal notice that has remained unsuccessful after the deadline indicated in the letter. It may thus unilaterally take advantage of the automatic termination of this Agreement, without prejudice to all damages, penalties and interest for late payment to which it may claim by virtue of this Agreement.

In the event of termination by the Company, attributable to a breach by the Client, the latter will automatically be liable for the full amount of the Services due under this Agreement.

Moreover, we may suspend Client's access to or use of all or any part of the Service, without incurring any liability, if:

- we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that we determine requires us to do so; or
- we determine that: (i) there may be an imminent threat to the security of the Service or data therein; (ii) Client's login credentials may have been compromised; (iii) Client has violated the restrictions on access or use of the Service; or (iv) suspension of access is necessary during any maintenance of the Service.

Absent Client's uncured breach of these Terms, any suspension shall be as short as reasonably possible and in no event longer than thirty (30) days. This Section does not limit any of our other rights or remedies, whether at law, in equity or under these Terms.

Article 3: Payment Terms

Article 3.1: Pricing

All subscriptions must be paid for in advance, and you must pay the amount we specify for the applicable Service package. Payment obligations are non-cancelable and, except as expressly stated in these Terms, fees shall be paid in US Dollars and are non-refundable. If we agree to invoice Client, full payment must be received within one (1) week after receipt.

Client will be solely responsible for selecting a Service package based upon its anticipated volume of Consumer reviews to be processed by the Service, and any ancillary features Client wishes to obtain. Certain Service pricing may include additional charges for any volume that exceeds a maximum established between the parties, in which event Client shall be charged for such additional volume. Skeepers shall not be liable for any inaccurate forecasting or Service package selection made by Client those results in such additional charges. Client may obtain an invoice reflecting its fees and other charges in Client's Back Office (the "**Back Office**").

Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You will be responsible for paying all Taxes associated with your purchases, except for those taxes based on Skeepers' net income.

Our Service prices do not include any third-party fees you incur in connection with using the Service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data services and any other third-party services with which you may use the Service; you are responsible for selecting and managing these other services and paying the fees for such services.

3.2: Payment Methods

Skeepers accepts certain debit and credit cards and may also accept payment by bank transfer for certain Service packages (each, an "**Accepted Payment Method**"), subject to the procedures and rules contained in these Terms [Terms of Services - Skeepers 2](#)



and any applicable Agreement with the Accepted Payment Method. Accepted Payment Methods may vary by country or by certain features of the Service and may change from time to time. When you purchase with an Accepted Payment Method, the fees for your Service will be billed on or near the date of your purchase. You agree that we may process your Accepted Payment Method on each monthly, annual, or other renewal term (based on the applicable subscription term), on or near the calendar day corresponding to the commencement of your Service subscription, as applicable. See "Cancellation" below for information on how to cancel a Service subscription. In order to facilitate the charging and payment for your subscription, you agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding your purchase and your submitted payment information in order to process your payment, and to use the email address submitted by you to provide you with notices and disclosures relating to renewals and recurring charges. See below for information describing what you must do to change your Accepted Payment Method.

The Company will only refer to the information provided by the Client to offer him a price offer that meets his needs and corresponds to his volume of activity. The Company shall not be liable for any inaccurate forecasting or Service package selection made by Client.

In return for the Service and/or Solution supplied by the Company, the Client will pay the Company the prices set in the Order Form(s) signed by the Client.

We may change the price of any Service from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Service would not apply until the expiration of your then current subscription term, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Service and by not more than five percent (5%). For the annual periods following the initial commitment period, the price of the Services will be automatically revised on each anniversary date of the Agreement, within the limit of an annual increase of five percent (5%), applied to the annual renewal amount.

We may cancel any subscription you have purchased if you fail to pay the applicable subscription fees and any applicable Taxes in full and in a timely manner according to these Terms or any agreement with a payment processor. A failure to pay occurs in any situation where Skeepers has not received timely payment, including where any credit card issuer or payer bank refuses to transmit the funds that are then due, or the payment processor you have contracted with notifies us of your failure to pay. We may, in our discretion, elect not to cancel a subscription to the Service immediately for non-payment, in which case you will continue to be responsible for the fees due for the duration of the applicable subscription. In addition, if you fail to pay for the subscription, we may elect to suspend your rights to use the service. We will endeavor to provide you notice promptly after any failure to make a payment to us in full and on time, but we are not obligated to do so.

In addition to the published fees for the Service, you agree to pay any reasonable costs we incur to collect any unpaid or past due amounts, including reasonable attorneys' fees and other associated costs. Delinquent payments will bear interest at the rate of 1% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full.

If you purchase a subscription with a credit card and then subsequently request your credit card issuer to reverse that payment, Skeepers may be charged a fee. Accordingly, in order to enable you to pay relatively minor fees with a credit card, you acknowledge and agree that we reserve the right to suspend your ability to use the Service until such time as you reimburse us the amount of the fee we were charged by the card issuer.

Article 4: Obligations and liabilities of Skeepers

Article 4.1: Functioning of the Services

The main obligation of Skeepers will be to allow the Client to use the Services, which the Client expressly acknowledges. Consequently, Skeepers is not responsible for a fault in the installation or use attributable to the Client.

Client acknowledges that the installation of the Solutions as to the use of connector allowing the transfer of data gathered through the Services to other independent solutions of Client requires technical knowledge of the Client's staff.

The Company guarantees the Client against non-compliance of the Services and any hidden defect resulting from a fault in the design or provision of said Solutions, with the exclusion of any negligence or fault of the Client.

Skeepers' Service, brand elements, and all related materials and information are provided on an "as is" and "as available" basis without any warranties of any kind except the above mentioned one, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness



for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the service will be uninterrupted, timely, secure, or error-free.

Client expressly authorizes Skeepers to outsource some features that are mandatory for the execution of the service and bears the responsibility for it.

Article 4.2: Provision of Services

Skeepers declares and guarantees that:

- It holds the rights necessary to enter into this Agreement and provide the Client with the Solutions,
- The Solutions substantially comply with the specifications set out in the Specific Terms and the technical documentation, forming an integral part of the Agreement,

To Skeepers' knowledge, the Solutions do not infringe on any proprietary right duly registered by a third party.

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

To the extent permitted by applicable law, Skeepers excludes all guarantees, declarations and/or other commitments of any kind, express or implied, other than those expressly provided for by the Agreement.

The Client declares that (i) all the Client's equipment is connected to the server under its full responsibility; (ii) data circulating on the internet, despite the existing protection methods implemented by Skeepers, may be subject to possible misappropriation, and thus the communication of Data and, more generally, all information is provided by the Client at his own risk; it is highly recommend to Client to keep a copy of all its data (iii) it is the Client's responsibility to ensure the security of the functioning of the Solutions and of the access to the Solutions which are under its control, notably by (a) implementing and respecting empowerment procedures for its employees (b) the collection and analysis of connection logs to its own information system, in order to not compromise the security measures adopted by Skeepers; (iv) due to the provision of the Services and/or Solution to any natural person placed under the responsibility of the Client (in particular employee, agent, service provider, representative) and, where applicable, of any entity controlled or controlling, directly or indirectly, up to fifty percent (50%) or more of the capital and/or voting rights of the Client ("Subsidiaries") benefiting from the Services ("Users"), and despite the security measures that Skeepers has adopted, the Solutions may be subject to intrusion by unauthorized third parties, and be corrupted accordingly.

Article 4.3: Limitation of Liability

The Client declares that a presentation of the concern Services and/or Solution has been done (the "Demo") by the dedicated team to the above mentioned Services of Skeepers and that it is the only one liable (i) for the choice of the Services, the use made of them and the results obtained from them, and for compliance with the terms of the Agreement by the Users and, where applicable, its Subsidiaries, and (ii) damages resulting from unauthorized or improper use of the Service and Solutions and/or any incorrect or incomplete information provided by the Client to the Company.

The Company is bound by an obligation of means under the Agreement and the provision of the Solutions.

In the event that the liability of Skeepers is called into question, irrespective of the nature (whether in contract or tort, or under any other theory of liability), the number of shares, reasons invoked, or parties to the disputes:

- (i) only direct and foreseeable damages may give rise to compensation
- (ii) any indirect damage such as, for example, and without this list being exhaustive, any commercial or financial prejudice, loss of Customers, loss of brand image, loss of profit, loss of earnings, or any prejudice of a third party or action brought by a third party against the Customer as well as their consequences, linked to the present document or its execution, loss or alteration of data, costs relating to the acquisition of or subscription to a third party service/substitution solution undergone by the Client and / or a third party, shall not give rise to any right to compensation for the benefit of the Client ;
- (iii) the full liability of the Company relating to any unavailability, breach, negligence, or fault, noted during the performance of the services, will be capped at the price actually paid by the Client for the Service in question during the last twelve (12) months in order to cover claims of any kind, unless the breach is the result of gross negligence by Skeepers.
- (iv) Each Party is liable for all direct damages suffered by the other Party and arising from the material breach by it, its employees, its representatives, its Service Providers of its obligations under the U.S. Data



Protection Laws and other applicable Data Protection Laws. In any event, the Parties entire liability under the U.S. Data Protection Laws and other applicable Data Protection Laws shall be limited to the price paid by the Client during the last twelve (12) months.

In any event, the Company will be exempt from all liability:

- (i) in the event of use of the Solutions which are not in compliance with the Agreement and/or the technical documentation of the Company,
- (ii) in the event of non-compliance by the Client with its legal or regulatory obligations, or in case of violation of third-party rights,
- (iii) in the event of difficulties accessing its website due to disruptions to the internet network, and in particular in case 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 illicit use of the Solution by the Client or;
- (v) in the event that the Client's computer equipment proves to be obsolete, defective or insufficient or if the lack of compliance results from the Client's failure to install or incorrectly install any updates required for the proper functioning of the Solution
- (vi) in the event of temporary inability to access the Services for reasons of technical maintenance or updating;
- (vii) in the event of viral attacks or unlawful 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 delay or non-performance of its obligations, when the cause of the delay or non-performance is linked to a case of force majeure;

You and we agree that: (i) the mutual agreements made in this Section reflect a reasonable allocation of risk that will remain in force, even in the event of termination or avoidance of the Agreement. and (ii) that each party would not enter into these Terms without these limitations on liability.

The responsibility of the Parties with respect to the regulations applicable to the protection of Personal Data is defined and framed in the Agreement on the processing of personal data attached to this Agreement.

The Parties expressly agree that any liability action against the Skeepers and its Subsidiaries is prescribed at the end of a period of twelve (12) months from the event giving rise to the damage in question.

Article 4.4: Version and maintenance

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

The Company reserves the right to modify all or part of its Services, temporarily or permanently, in particular to make improvements, subject to ensuring that they will not lead to any regression of the Solutions in terms of performance and functionality.

The Company may exceptionally interrupt access to the Service for maintenance operations, without compensation.

Article 5: Client's obligations

Article 5.1: Warranty

The Client declares and guarantees that:

- (i) It holds the rights necessary for the execution of the Agreement and that the conclusion of the Agreement does not infringe on the terms of any agreement concluded by the Client with a third party and/or undermines the Intellectual property rights and/or the personality of third parties;
- (ii) It undertakes to comply with all the laws and regulations, included but not limited to Personal Data and applicable law and regulations to Client's field of business within the scope of the Solutions.

Skeepers necessarily gives access to its platforms to the Client. Client determines how to initiate and setup the Solutions in its online environment. While we provide guidance and resources for Client to utilize in connection with the initiation, Client bears sole liability for the correct installation and integration of its systems with the Solutions while respecting Skeepers' technical documentation and the Skeepers' Support recommendation. The technical documentation provided is different for each Solution. Client may also elect to securely transmit information relating



to its products, services, and Client interactions through another mutually acceptable mode of transmission to us.

You are responsible for ensuring all Client-related information furnished for the creation of your account is accurate and complete.

Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking (whether oral, or in writing) except those expressly set out in this Agreement.

Article 5.2: Rights granted

The Company grants the Client a personal, non-exclusive, revocable, non-transferable right of access and use of the Solutions within the framework of this Agreement, exclusively for its own needs.

The Client undertakes to ensure that the Specific Terms are respected by all Users of the Solutions provided by the Company. By express agreement, the Client assists in the access and compliant use of the Solution by its Users, including, where applicable, those of its Subsidiaries.

The Client is directly or indirectly prohibited from:

- (i) using Solutions other than within the framework defined in the Agreement, particularly 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, or attempting to carry out any of these acts, to merge the Solutions with other informatics solutions,
- (iv) modifying, translating, creating works derived from the Solutions, reverse engineering, decompiling, disassembling, recreating the Solutions and Services, even partially, attempting or allowing third parties to perform such acts, except in cases provided for by law,
- (v) modifying, altering or deleting the copyright notices, trademarks, or any other intellectual property privilege appearing in or on the Solutions and/or Services, or enabling it to be identified,
- (vi) selling, renting, sublicensing, or transferring and/or sharing all or part of the rights relating to the Solutions and/or Services, by any means whatsoever,
- (vii) accessing the Solutions in order to create a competing product or service, or copy characteristics, functions or graphic elements of these,
- (viii) carrying out or disclosing the results of tests or performance tests of the Solutions, without the express, prior authorization of the Company concerned;
- (ix) introducing into the Solutions any virus, robot, bot, any automated system or any other element of code, intended in whole or in part to disrupt or damage the Solutions and/or alter, damage or delete any content, and/or retrieve or save information on the Solutions, using the Solutions to record or transmit malicious code and/or unlawful, defamatory or otherwise unlawful or tortious material.

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

In addition, the Client undertakes not to use the Solutions in the context of activities likely to contravene the laws or regulations in force, and in particular, without this list being of any limiting or exhaustive nature, activities whose object or content:

- (i) would encourage the commission of any offense, crime or misdemeanor,
- (ii) would promote false or misleading information,
- (iii) would infringe on a person's personality rights, in particular their privacy, the privacy of correspondence and/or Personal Data,
- (iv) would constitute or encourage harassment or repetition of unsolicited or malicious telephone calls,
- (v) would be abusive, hateful, defamatory, denigrating, racist, anti-Semitic, or xenophobic,
- (vi) would solicit or manipulate Personal information without being expressly in compliance with all applicable laws,
- (vii) would infringe in any way on the intellectual property rights of a third party,
- (viii) would involve the transmission of "spam", chain emails, unsolicited mass emails or spam emails.



Article 5.3: Security of the username and password

Client shall ensure that its log-in credentials are secured and shall be solely responsible with respect to actions taken by anyone using Client's credentials, including, without limitation, any compromise or disclosure of Personal information that may have been obtained or divulged via Client's username and password. The Client is responsible for implementing and updating the protection and antivirus systems on his computers accessing the Service. Client must inform Skeepers immediately if they suspect any disclosure of any User's credentials or any improper access, so that Skeepers may take appropriate measures to remedy said security breach. Skeepers reserves the right to suspend access to the username at any time and without prior notice in order to prevent or mitigate any suspected improper access to or use of the latter.

In the event of the loss or misappropriation of a username and password, a procedure for assigning a new username and a new password is implemented.

Finally, the Client accepts, in his interest, that Skeepers may, during the execution of the Agreement, update their password management policy in order to comply with the rules of the industry and latest recommendations on this matter.

Article 5.4: Duty to cooperate

Article 5.4.1: General

The Client undertakes to immediately notify the Company of any change in activity, whether total or partial, which would impact the operation of the Solutions or the payment of invoices.

The Client also undertakes to report without delay any anomaly concerning the use of the Solutions.

In general, the Client undertakes to cooperate with the Skeepers in order to provide them, as soon as possible, with all the information and documents deemed useful and requested by them for the performance of their services. He undertakes to voluntarily communicate to them all information and documents necessary for the execution of this Agreement.

the Client will communicate performance indicators relating to the referencing and conversion rate of its website, notably SEO and SEA, in order to monitor the performance of the Solutions.

Article 6: Exceptional circumstances

Article 6.1: Force majeure

Neither Party hereto shall be liable for default or for delay in performance (other than for the payment of fees due hereunder) due to cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or nature, or of the public enemy, changes in applicable law or any other act or order of government, fires, epidemics, quarantine restrictions, strikes, travel embargoes, denial-of-service attacks, or delays or failures of suppliers that are not readily replaceable. A Party affected by any such event shall notify the other Party and use its reasonable efforts to remove the cause of delay and resume performing as soon as possible and to mitigate any default or delay. In no event shall a Party be liable for any damages attributable to non-performance due to any such event.

The Parties acknowledge that pandemics and epidemics cannot 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 of their disappearance by registered letter with acknowledgment of receipt, within a period not exceeding five (5) working days; and
- (ii) undertakes to do their best to avoid or eliminate any cause of delay, and to continue the execution 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 preventive effect due to force majeure ceases, said obligations resume for the duration of the commitment remaining on the date of the suspension.

However, in the event that the case of force majeure should continue beyond a period of six (6) months, either Party may notify its decision to terminate the Agreement in its own right, by registered letter with acknowledgment of receipt, with immediate effect.

If the impediment is definitive, the Agreement is then automatically terminated, and the Parties are released from their obligations.



Article 7: Intellectual property

Article 7.1: Ownership of the Service

Skeepers and its licensors exclusively own all rights, title, and interests in and to the service, including all proprietary technologies, software, methodologies, analytics, artificial intelligence, and machine learning occurring as a result of your use of the Service, and provided or made available to you by Skeepers within, or in conjunction with, the service, the Service Data (as defined below), the Company brand elements, and any enhancements, derivative works or improvements thereto, except for the limited license granted to you to use the service set forth below. You acknowledge that the service is protected by copyright, trademark, and other laws of the United States and other countries. You also agree not to develop or commercialize any Service likely to compete with the service during the duration of the service subscription and for a time period of three (3) years following the termination of Client's subscription.

Subject to the restrictions upon use or disclosure of Client and consumer information set forth in these Terms, Client agrees that Skeepers may use information gathered in connection with the manner of use of the service by Users, consumers, and others to improve the service, and develop other products and services, as long as such information is in a form that does not individually identify Client or Consumer Personal information (the "Service Data").

The Company guarantee the Client against any infringement action that may be brought against him by any person invoking an intellectual property right relating to any of the Solutions provided

Subsequent use of one or more of the Company's brands, in default of payment or following termination of the Agreement would be qualified as infringement and liable to legal action.

Article 7.2: Right of use for trademarks and logos

Each of the Parties guarantees that they are the owner of the brands under the name of which they carry out their activity and thus ensure that the reproduction of the name, logos or brands by the other Party will not give rise to any claims for damages that may arise from a violation of the rights of third parties by the use, within the strict framework of their contractual relationship, of said names, logos or brands.

For the duration of their contractual relationship, Skeepers and its Subsidiaries grant free of charge the non-exclusive, non-assignable and non-transferable right to use their names, logos and brands on the Client's website(s) as well as within the context of its benchmark advertising.

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

Article 7.3 - Feedback

If you provide to us any ideas, suggestions, and/or proposals relating to the Service (or other products or services Skeepers might develop) (all such communications to be referred to collectively as "**Feedback**"), you acknowledge and agree: (i) Feedback does not contain confidential or proprietary information; (ii) Skeepers is not under any obligation of confidentiality, express or implied, with respect to any Feedback; (iii) Skeepers shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way; (iv) Skeepers may already have under consideration or in development ideas similar to or the same as such Feedback; (v) your Feedback automatically becomes Skeepers' property without any obligation to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from Skeepers under any circumstances. To be clear, Skeepers shall be entitled to utilize all Feedback in any way without restriction or obligation to you. Without limiting these rights, you hereby grant Skeepers a perpetual, worldwide, sublicensable, non-exclusive, fully-paid, royalty free license under all of your intellectual property rights to use without compensation or acknowledgment to you or others, any Feedback provided to Skeepers, including the rights to make and sell products and services based on such Feedback.

Article 7.4: Reference advertising / Business case

Client agrees to collaborate in the completion of a Client case study, or "Business case", in which the benefits of the Solutions will be presented on its website(s) or establishments. In this regard, Skeepers undertakes to validate the "Business case", jointly formalized, with the Client.

The Client authorizes Skeepers to use, within the "Business case", the information and data at its disposal and related to the implementation of the Solutions on its website(s) or establishments.

Article 8: Confidentiality

The Parties will consider as strictly confidential all data, information, Personal Information or knowledge, in whatever form, nature or medium whatsoever, that they may come to know within the scope of the Agreement and undertake not to communicate or disclose said confidential information. to any third parties, unless otherwise stipulated in the



Agreement.

The Parties may only communicate confidential information to employees or agents who need to know it within the scope of the Agreement and who agree to submit to a confidentiality agreement containing terms having a level of protection at least as strict as for its own confidential information.

The commitment provided for in this article is effective retroactively from the negotiation period between the Parties and will end three (3) years after the termination of the Agreement for whatever reason this may be, subject to confidential information related to the Services or Solutions of the Company, for which the obligation of confidentiality will remain applicable for the entire duration of the related intellectual property rights, and/or related to personal data, for which the obligation of confidentiality will remain applicable for the entire duration of the protection rights pertaining thereto.

Article 9: Processing of Personal information

Skeepers will process Consumers' and Individuals' Personal Information to pursue the Business Purpose in accordance with this Agreement.

The specific terms as "Consumer", "Personal Information", "Service provider", "Business", "Business purpose" etc. must be understood as defined by the Californian Civil Code, amended by the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA).

Thereby, Skeepers will comply with U.S. Data Protection Laws (refer to all American data protection and privacy laws and any American rules or regulations applicable to Skeepers' processing of Personal Information under the Agreement for the Business Purposes) and, if applicable, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of data subjects with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR") and any Data Protection Laws that may apply for the processing of Personal Information under the Agreement for the Business Purposes.

In any case, each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Business of the Personal Information, and neither Party shall be responsible for the other Party's compliance with U.S. Data Protection Laws (Liability of the Parties being defined at Article 4.3). In particular, each Party shall be individually responsible for ensuring that its processing of Personal Information is lawful, fair and transparent.

To this end, Skeepers commits to:

- make available to Consumers' and Individuals' a Privacy Policy for Creators on its website <https://community.skeepers.io/privacy-policy/> . If necessary, obtain Consumers' and Individuals prior consent before any processing of their Personal Information;
- respond to: (i) any request from a Consumer / Individual to exercise any of its rights under U.S. Data Protection Laws and any Data Protection Laws that may apply (including its rights of access, correction, objection, erasure, and data portability, as applicable); and (ii) any other correspondence, request, enquiry or complaint received from a Consumer / Individual, Regulator, Public Authority or other Third Party. In the event that they are made directly to the Client, the Client will forward them in the shortest possible time to Skeepers;
- only share Personal Information to its own Service Providers and other restricted Third Parties for limited and specified purposes. Skeepers requires them to enter into written agreements that provide high level of privacy and security protection as requested by the state of art. Skeepers never sells any Personal Information. The Service Providers currently engaged by Skeepers are listed at <https://skeepers.io/en/en-sub-processors/> . Client must subscribe to receive notice of updates to the list of Service Providers;
- implement appropriate technical and organizational measures and practices to protect Consumers' / Individual's Personal Information from Security Incidents (unauthorized or illegal access, destruction, use, modification, or disclosure) that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted Personal Information in its Platform ("data breach") as required by the state of art, and correct them in the shortest possible time. All the Skeepers' means are detailed in Skeepers' security documentation and procedures that the Clients can ask at any time to have the most recent version of. The Client acknowledges that the security measures are subject to technical progress and development and that Skeepers may update or modify its security measures from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Services.
- accept to complete audit questionnaire aimed at demonstrating Skeepers' compliance with U.S. Data Protection Laws. The questionnaire will always in writing and free of charge for Skeepers. The Client may not perform more than one (1) audit per year unless and to the extent that Client (acting reasonably and in good faith) has reasonable grounds to suspect a Security Incident. The Parties acknowledge that all reports, results and information obtained as part of this audit should be shared to Skeepers and are Confidential Information.

As stipulated in Article 8: Confidentiality, both Parties ensure that any person or entity (including each Party's employees or assimilated, support staff etc.) that has or may have access and processes Consumers' / Individual's



Personal Information, shall be subject to a duty of confidentiality (whether a contractual duty, a Non-Disclosure Agreement, or a statutory duty) and processes the Personal Information solely for the Business Purposes. Both Parties shall not permit any person or entity to access and process Personal Information if it is not subject to such an obligation of confidentiality. The Client may not reuse the Consumers'/ Individual's Personal Information for its own purposes that are not the Business Purposes agreed between the Parties.

In order to fulfill the Business Purposes, Skeepers and its Service Providers can process Personal Information outside of the United States, in European territory, and be subject to the General Data Protection Regulation (GDPR) according to its Article 3 - Territorial scope. In this case, both Parties will be qualified as a Data Controller and all the obligations of the Regulation (EU) 2016/679 will be binding on the Parties. The Standard Contractual Clauses of the European Commission (EU SCC), in their latest version in force, should be considered as completed as follows:

- i. In Clauses 8, 10, 11, 12, 13, 14, 15, 17 and 18, Module One will apply;
- ii. in Clause 9, Module 2, Option 2 will apply, and the time period for prior notice of Processor changes shall be 20 days;
- iii. in Clause 11, the option will not apply;
- iv. in Clause 13, the supervisory authority is the National Commission on Informatics and Liberty ("CNIL");
- v. in Clause 14, the third country of destination is the United States of America;
- vi. in Clause 17, Module 1, Option 1 will apply, and the EU SCCs will be governed by French law;
- vii. in Clause 18(b), Module 1, disputes shall be resolved before the courts of France;
- viii. Annex I of the EU SCCs shall be deemed completed with the following information :

A) List of Parties

Data exporter:

1. Name: Marc Bonnamour

Address: 18-20 Avenue Robert Schuman, CS 40494, 13002 Marseille

Contact person's name, position and contact details: Mélanie SUSPENE, data protection officer, privacy@skeepers.io

Activities relevant to the data transferred under these Clauses: Influencer Marketing

Role: controller

B) Description of transfer

Information set out in the following Data Processing Agreement (Appendix II – Influencer Marketing): <https://skeepers.io/app/uploads/2024/03/20240322-Skeepers-Terms-of-Services-full-EU-version-4.0-20240322.pdf> ;

and ix. Annex II of the EU SCCs shall be deemed completed with the information set out in our security documentation (ISSP, SAP etc.).

Finally, without prejudice to the Business Purposes, Skeepers will process Personal information in order to (a) manage the relationship with the Client, including customer satisfaction surveys and marketing newsletters; (b) provide, optimize, and maintain the Services and Platform and collect anonymous statistics to improve its Services and Platform (c) carry out its core business operations, such as accounting and filing taxes; (d) detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of the Services; and/or (e) comply with its legal or regulatory obligation. For more information on the data processing that Skeepers carries out with regard to its Customers, please visit: <https://skeepers.io/en/privacy-cookie-policy/>

Article 10: Insurance

Each of the Parties certifies that they have taken out professional liability insurance covering all of their activities relating to the Agreement.

Each Party undertakes to provide the other Party - upon their written request - with all supporting documents or certificates relating to the insurance.

Article 11: Relationship of the Parties; No Third-Party Beneficiaries

Client and Skeepers are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between us. There are no third-party beneficiaries to these Terms.



Article 12: Severability

These Terms will be enforced to the fullest extent permitted under applicable law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking (whether oral, or in writing) except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.

Article 13: Complaint - request for information

Skeepers will employ its best efforts to respond to any complaint and attempt to resolve the dispute. Any questions or requests can be addressed to the following address:

Octoly Inc.
244 Fifth Avenue, Suite D61
New York, NY 10001

All complaints, whether amicable or legal, relating to the performance of the services must be made within one (1) year from the end of the completion of the service.

Article 14: Dispute Resolution

14.1. Mediation

You and we agree that any and all disputes, claims or controversies arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be submitted to JAMS, or its successor, for mediation, and if the Dispute is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the Arbitration Rules set forth below, in each case in Wilmington, Delaware. Either party to a Dispute may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties to the Dispute will cooperate in good faith with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings within thirty (30) days after being submitted to JAMS (the "**Mediation Schedule**"). The parties to the Dispute agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

14.2. Arbitration

Either party to a Dispute may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties to the Dispute so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the Mediation Schedule. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

14.3. Arbitration Rules

Any arbitration initiated pursuant to this these Terms shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, before one



arbitrator (unless the parties agree to use three arbitrators). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall not have power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages. Each party (i) hereby irrevocably submits to the jurisdiction of any federal or state court of located in Wilmington, Delaware for the purpose of enforcing the award or decision in any such arbitration, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its, his or her property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the award may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the award of any such court. Each party to the Dispute hereby agrees to take any action that is required under this Agreement or the Act to implement any resolution of a Dispute determined by the arbitration including, without limitation, the execution and delivery of any document authorizing action by the Company and any agreement affecting the Shares. Each party hereby consents to service of process by notice according to these Terms. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process herein is made for the express benefit of the other parties hereto.

14.4. No Class Actions

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

14.5. Special Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may of course contact us at privacy@skeepers.io or send us a message to:

Article 15: Governing Law

These Terms, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of New-York, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Version 3.0 dated 11/07/2024

APPENDIX 1 - INFLUENCER MARKETING

A – Description of the main features

The Solution allows:

1. The creation of Influencer Marketing Campaigns on a product or service chosen by the Client;
2. The selection of criteria to identify the categories of Influencers who will apply for campaigns;
3. The provision of dedicated messaging to communicate with Influencers;
4. Viewing the reviews obtained and statistics related to the Campaigns.

Optionally, the scope of the Solution implementation may also contain a logistic option.

B – Specific conditions

Briefing: Description of the Campaign written by the Client, which must be respected by the Content Creator.

Creator: Person previously registered and accessing the Skeepers platform for the purpose of generating Content.

Campaign: Operation shared with Creators aimed at promoting the products and/or services of one or more Clients.

Content: Refers to texts, including reviews, images, sounds, videos, photographs, drawings, avatars, and more generally any visual, textual or graphic post representing or referring to the products and/or services, distributed by a Creator as part of the Solution.

Tester: Creator who has received a product for free in order for them to create a text review, which will be published on the e-commerce site of the Client and/or its partners.

Influencer: Creator who has received a product for free in order for them to post dedicated Content on their social network (e.g., Instagram, TikTok, YouTube, Pinterest, Blog, etc.).

User Generated Content (UGC): All content created by users relating to a product and/or service, including all types of content, whether protected by Intellectual Property rights, whether generated through Skeepers' Solutions, including in particular textual reviews, images, photographs, videos as well as Content.

UGC Widget: Customizable module developed by Skeepers and made available to the Client. This module, branded with the name of one of Skeepers' brands, allows optimized display of UGC through its integration on the Client's site.

- **Solution description**

The selection of Creators who will participate in an Influencer Review Campaign is managed by the Client (unless the Client subscribes to an invoiceable service provided by Skeepers to Client, in addition to Solution subscriptions (The "Professional Services"), "Professional Services" option so that Skeepers manages it for them), 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 Campaign concerned, with no pre-screening.

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

For services offered by the Client, the latter will have to inform the Creator on how to use the service covered by the Campaign.

The Client may, in each Campaign, impose the hashtags of their choice that the Creator must attach to the Content created. The Client is responsible for complying with the applicable recommendations and laws in terms of partnerships and commercial content, and, where applicable, imposing the necessary hashtags on the Creators.

Once the Creator has received and tested the Client's product(s) or service, the Creator remains responsible for creating one or more Content(s) that they share on the selected social network(s) or website(s) provided by the Client as part of the Campaign. Skeepers is not responsible for Content created and shared by the Creator.

- **Access to 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 actual production of Content or its sustainability.

- **Logistic option**

If the logistics option is selected by the Client, Skeepers will take care, for the Client, of sending the products to the Creators validated by the Client via a logistics service provider. Skeepers will charge the Client, in accordance with the financial terms hereinafter, for the costs of delivering the products to the Creators, returning the products to the Client and reshipping the products to the Creators if they are not received. This includes all costs associated with logistics, such as packing, handling, shipping, and storage.

The Parties also agree that Skeepers may vary, upwards or downwards, the price of the logistics options by indexing the latter to the prices charged by the suppliers. This price change will be applied quarterly, at the discretion of Skeepers, and will be subject to the prior information of the Client by e-mail and/or newsletter and/or any other means of communication suitable for the transmission of commercial messages.

Given the specificity of the collaboration, the Client must respect [Skeepers Logistic Charter](#) and is required to check the apparent condition of the products before they are handed over to the carrier.

Under no circumstances can Skeepers be held liable for any damage caused to packages, or for any loss during shipment, and generally for any defect in the product. If the product is faulty, the dispute shall be settled directly between the Client and the Creator.

If the logistics option is not selected by the Client, the latter shall pay for and be responsible for sending the products or providing any element allowing access to the Client's service by the Creators. To this end, Skeepers will send the Client the contact details of the Creators (surname, first name, e-mail address, postal address, telephone number, if necessary, etc.) in order to ensure tracking and proper delivery of the products.

If the products are sent late, are out of stock, or if the service is unavailable, the Client is required to inform the Creators via the messaging system available on the platform.

- **Client's obligations**

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

Without the list being exhaustive, Skeepers may terminate a Campaign or block its posting without compensation, if:

- the Client fails to meet its obligation to pay the price of the subscription within the time limits set in accordance with the terms of the Agreement;

- the Campaign is likely to generate Content that is (i) pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist, infringing, (ii) damaging to the image or the property of a third party, (iii) false, misleading, or offering or promoting illegal activities, likely to harm the information systems of third parties (such as viruses, worms, Trojan horses, etc.), and (iv) more generally, Content that does not comply with the applicable Regulations, or which is likely to infringe the rights of third parties, to be detrimental to third parties, or to hold liable Skeepers or the Creator in any manner or form.

Skeepers may suspend access to the Services, delete the Campaign, and/or terminate the subscription under the terms provided herein, while the price provided for in the Purchase Order is still fully due.

The Client undertakes not to give instructions within the initial briefing that would skew the review by the tester of the product or service. The Client can guide the tester by offering to talk about the texture, smell, color, or other characteristics of the product or service, but they must not give too precise indications or subjective instructions as to the quality of the product or service.

The Client, if this is an agency acting in the name of, and on behalf of, another entity, is responsible for the compliance of its own Client with the provisions set out herein especially regarding the use of the Content. Consequently, the Client shall compensate the Creator and Skeepers in the event of non-compliance with these terms by the end Client.

In cases where national law or regulation aimed at regulating the commercial use of the image of children under sixteen (16) on online platforms and its subsequent implementing decrees are applicable, the legal representatives of minor children under the age of sixteen (16) shall be informed that they are required to request the necessary approval from the competent administrative authority.

Skeepers is exempt from all liability in the event of failure to obtain said approval by the legal representative(s).

Skeepers has informed them that the Client may, at any time, ask to check the authorization issued to the legal representatives, who should then share it with them on first request.

The Client hereby undertakes to respect all prior prerequisites of the platform selected by the latter on which the result of the use of the Solution will be displayed.

If Client's activity is strictly regulated, for instance if the Client is a professional of the alcoholic beverage, Client undertakes to respect all regulations framing its activity field. Client will use the solution in full respect of this regulation

- **Intellectual property**

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

Consequently, the Client benefits from the non-exclusive right to download, reproduce and represent the Content in all formats and on all media, worldwide, for the duration of the 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 the protection, for the purposes of identifying the product but also for the purposes of advertising and promoting the Client's product or service.

The price of this license, for the duration of the Influencer Marketing subscription, is included in the price paid by the Client for the use of the Services. At the end of the above-mentioned subscription, if the Client wishes to continue to use the content, a display subscription will have to be taken out.

While no new usage will be made after the end of the subscription, it is understood and agreed that due to the nature of social media and the Internet: (a) prior digital postings of the Content may continue to be digitally accessible by the public after the end of the subscription; (b) unauthorized third parties may subsequently use (repost) such content; and (c) neither of these two occurrences shall be deemed a violation of this agreement.

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 mode, in particular all the rights: (i) of reproduction, (ii) representation, transformation, (iii) evolution and arrangement, (iv) translation, modification, correction and adaptation, rewriting, (v) incorporating into any pre-existing work or to create, (vi) to use, (vii) to sub-license; for any purpose whatsoever, in whole or in part, in any language, by any means, process and in any form and in any format, on any medium whether known or future (without the list being exhaustive: social networks, websites, newsletters, online advertisements, online stores, internal digital communications, etc.), hereinafter referred to as "any communication

medium”.

- This non-exclusive license is granted for the whole world and for the duration of the Client’s Influencer Marketing subscription or display subscription and anyways within the maximum of the legal protection of the Content under the applicable law and the international conventions on literary and artistic property which are or will be in force, including any extensions that may be made to the duration of the protection.

- With regard to music, the Creator guarantees its use free of rights in its format and on its initial medium, but not for reuse in another format or on any other medium or social network than that initially used by the Creator; which the Client accepts. If the Content and its music are reused 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 this Content for which the User is responsible and the User’s identifiers, such as their alias, for a period of 20 (twenty) years from the first posting.

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 from a focus / zoom on the third party and/or the work of art requires checking that the express prior agreement of the right holder has been obtained for this use or obtaining the right holder’s agreement directly. In any event, the Client may not modify the Content to exclusively represent this work or this third party.

The Client undertakes to respect the authorship right of the assigning Creator. Consequently, the Client undertakes to mention, each time the assigned Content is used, the identity of the Creator via the alias used by them on the social network concerned.

Skeepers is not the author or creator of the Content subject to the assignment of rights, therefore any type of prejudice, dispute, disagreement, or claim related to a Content must be settled directly between the Client and the Creator, as the Client indemnifies Skeepers against any consequences thereof.

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

- **Financial terms**

The Client will pay a subscription corresponding to the level of functionality, as well as to the number of assets available, on an annual basis, as specified in the Purchase Order.

The Client’s subscription shall correspond to a maximum number of Contents. If this number is not reached, the price will not be affected. If the Client wishes to increase their number of Contents, they shall contact Skeepers in order to increase their subscription.

Regarding the logistic option, the Client will be invoiced in accordance with one of the following options:

- Skeepers will invoice monthly or quarterly, at cost, the Client for the cost of shipping.
- Client will provide a non-refundable and not eligible for rollover shipping provision based on an estimation.

- **Specific provisions applicable to text reviews**

The Client review issued by the Creator is similar to a testimonial, always relating to a consumer experience and is purely for the information of future consumers.

Thus, Skeepers and its Clients or partners may freely use, reproduce, publish, make available and translate the content of Client reviews worldwide and in any media.

- **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.

C – Exceptional terms and conditions relating to the One-time Pack (the “Pack”) without Subscription

Notwithstanding the elements related to annual subscription such as clause 2 and the annual increase of five percent (5%) of clause 3, Skeepers Terms of services in addition of the following provisions govern this Pack:

With this Pack, the Client benefits from access to the platform and from the functionalities offered by the Influencer Marketing solution, such as content creation and management tools allowing it to collect the maximum amount of UGC indicated in the Pack subscribed to. The Client's ability to collect UGC will expire 6 months after signature of the Agreement.

The intellectual property rights to the UGC under this Prepaid Pack are governed by the Skeepers Terms of Service, and particularly the section relating to the Influencer Marketing product.

The price indicated in this Quote corresponds to the possibility of creating a maximum amount of UGC as part of the subscribed Pack.

All UGC purchased and not used at the expiration date of the Pack will be lost and no reimbursement will be possible. The Pack will give rise to a single invoice, drawn up on the date of signature of the Quote. This invoice is payable within one week of date of invoice.

- **Protection of Personal information**

The Client may provide information about the data processing it carries out using the Influencer Marketing Solution when creating its campaigns, within its emails or in the description of the campaign: "Brief".

Skeepers, as a Business, respects its obligation of transparency by keeping an updated Privacy Policy for Creators on its website <https://community.skeepers.io/privacy-policy/>.

Regarding the Shoppable Content add-on (UGC Widget) subscription, it is the Client's obligation to place the Skeepers Performance Tracker on its website in compliance with the U.S. Data Protection Laws, notably by informing Internet users, by giving them the right to object at any time and, if necessary, obtaining their prior consent via its TagManager.